LOCATION:
El Monte City Hall – East
City Council Chambers
11333 Valley Boulevard
El Monte, CA 91731

DATE AND TIME:
Tuesday,
April 21, 2020
6:00 p.m.

REGULAR MEETING AGENDA

OF THE

CITY COUNCIL OF THE CITY OF EL MONTE

MEETING JOINTLY AND REGULARLY WITH THE EL MONTE HOUSING AUTHORITY; EL MONTE PUBLIC FINANCING AUTHORITY; EL MONTE WATER AUTHORITY; EL MONTE PARKING AUTHORITY; SUCCESSOR AGENCY TO THE FORMER EL MONTE COMMUNITY REDEVELOPMENT AGENCY; HOUSING SUCCESSOR AGENCY; AND, FROM TIME TO TIME, SUCH OTHER BODIES OF THE CITY WHOSE MEMBERSHIP IS COMPOSED EXCLUSIVELY OF THE MEMBERSHIP OF THE CITY COUNCIL

COUNCILMEMBERS/AUTHORITY MEMBERS:
Andre Quintero, Mayor
♦ Maria Morales, Mayor Pro Tem ♦ Jessica Ancona, Councilmember
♦ Victoria Martinez Muela, Councilmember ♦ Jerry Velasco, Councilmember

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Members of the public wishing to observe the meeting may do so in one of the following ways:
(1) Turn your TV to Channel 3;
(2) City of El Monte's Facebook Live at https://www.facebook.com/CityofElMonte/;
(3) City's website at http://www.elmonteca.gov/378/Council-Meeting-Videos; or
(4) Call-in Conference (888) 204-5987; Code 8167975.

Members of the public wishing to make public comment may do so via the following ways:
(1) Facebook Live – comments/questions can be submitted in real time;
(2) Call-in Conference Line – comments/questions can be submitted per the instructions at the beginning of the meeting; and
(3) Email – All interested parties can submit questions/comments in advance to the City Clerk's general email address: CityClerk@elmonteca.gov.

Instruction regarding accommodation under the Americans with Disabilities Act can be found on the last page of this Agenda.

1. CALL TO ORDER:

2. ROLL CALL FOR CITY COUNCIL AND AUTHORITY BODIES:

Andre Quintero, Mayor/Chair
Maria Morales, Mayor Pro Tem/Authority Member
Jessica Ancona, Councilmember/Authority Member
Victoria Martinez Muela, Councilmember/Authority Member
Jerry Velasco, Councilmember/Authority Member

3. APPROVAL OF AGENDA:

4. CLOSED SESSION (6:00 p.m. – 7:00 p.m.):

The City Council and the various Authority Bodies whose membership is composed exclusively of the membership of the City Council (collectively, the "Council") will attempt to address and complete all Closed Session business between 6:00 p.m. and 7:00 p.m. If the Council completes all Closed Session business prior to 7:00 p.m., the Council will take a short recess and commence all Open Session proceedings promptly at 7:00 p.m. In the event the City Council is unable to address or complete all agendized Closed Session items by 7:00 p.m., the Council will hear all such remaining items toward the end of the meeting, immediately following Council Communications. Should any member of the public wish to address the Council on any *agendized* Closed Session matter, the Council shall allow such person to address the Council on such matter prior to going into Closed Session, provided that all persons wishing to address the Council on an agendized Closed Session matter shall fill out a speaker card and be subject to a speaker's time limit of 3 minutes per speaker and further provided that the Council shall be under no obligation to respond to or deliberate upon any specific questions or comments posed by a speaker or take action on any issue raised by a speaker beyond such action as the City Council may be lawfully authorized to take on an agendized Closed Session matter pursuant to the Brown Act (Govt. Code Section 54950 et seq.).

4.1 Closed Session Pursuant to Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation (Workers Compensation) – Retired Employee E. Stanley, Case No. ADJ11287566.

4.2 Closed Session Pursuant to Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation – Workers Compensation Case Nos. ADJ11308746 and ADJ11312028.

4.3 Closed Session Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(3) – Significant Exposure to Litigation – One (1) Matter.

4.4 Closed Session Pursuant to Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation Regarding the Following Related Matter: El Rovia vs. City of El Monte, Court Appeal, Second Appellate District Case No. B288134; El Rovia vs. City of El Monte, District Court Central District Case No. 2:19-CV-7506 CAS AFMx; and El Rovia vs. City of El Monte, Los Angeles Superior Court Case No. 19STCP05151.

4.5 Closed Session Pursuant to Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Initiation of Litigation – One (1) Matter.

4.6 Closed Session Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(1) – Conference with Legal Counsel Regarding Anticipated Litigation – One (1) Matter.

4.7 Closed Session Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(1) – Conference with Legal Counsel to Discuss Facts and Circumstances which May Create Exposure to Litigation – One (1) Matter.

OPEN SESSION PROCEEDINGS

(Commencing at 6:00 p.m. or as soon thereafter as the City Council reconvene from Closed Session/Short Recess)

5. INVOCATION: Chaplain Manny Coronilla, Calvary Chapel.

6. FLAG SALUTE: Chief of Police, David Reynoso.

7. RECOGNITIONS, HONORS AND COMMUNITY INTEREST PRESENTATIONS:

8. PUBLIC COMMENT REGARDING NON-AGENDIZED MATTERS:

This time has been set aside for persons in the audience to make comments or inquiries on matters within the general subject matter jurisdiction of the City Council, the Housing Authority, the Financing Authority and/or the Water Authority (collectively, the "Council") that **are not listed on this agenda**. Although no person is required to provide their name and address as a condition to attending a Council meeting, persons who wish to address the Council are asked to state their name and address. Each speaker will be limited to three (3) continuous minutes. Speakers may not lend any portion of their speaking time to other persons or borrow additional time from other persons.

Except as otherwise provided under the Brown Act (Gov. Code Section 54950 et seq.), the Council may not deliberate or take action upon any matter not listed on this posted agenda but may order that any such matter be placed on the agenda for a subsequent meeting. The Council may also direct staff to investigate certain matters for consideration at a future meeting.

All comments or queries presented by a speaker shall be addressed to the Council as a body and not to any specific member thereof. No questions shall be posed to any member of the Council except through the presiding official of the meeting, the Mayor and/or Chair. Members of the Council are under no obligation to respond to questions posed by speakers but may provide brief clarifying responses to any comment made or questions posed. The Council may not engage in any sort of prolonged discussion or deliberation with any speaker or group of speakers on matters that are not listed on this agenda.

Enforcement of Decorum: The Chief of Police, or such member, or members of the Police Department as the Chief of Police may designate, shall serve as the Sergeant-at-Arms of any Council meeting. The Sergeant-at-Arms shall carry out all orders and instructions given by the presiding official for the purpose of maintaining order and decorum at the meeting. While members of the public are free to level criticism of City policies and the action(s) or proposed action(s) of the Council or its members, members of the public may not engage in behavior that is disruptive to the orderly conduct of the proceedings, including, but not limited to, conduct that prevents other members of the public from being heard when it is their opportunity to speak or which prevents members of the audience from hearing or seeing the proceedings. Members of the public may not threaten any person with physical harm or act in a manner that may reasonably be interpreted as an imminent threat of physical harm. All persons attending the meeting must adhere to the City's policy barring harassment based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, sexual orientation or age.

9. CITY TREASURER'S REPORT:

10. DEMAND RESOLUTION NO. D-619

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID.
THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, DOES RESOLVE AS FOLLOWS: SECTION 1. That the attached list of claims, demands, and payroll totaling $2,479,070.17 have been examined by the City Treasurer and that warrant numbers 1089731 through 1090086 and the payroll ending March 31, 2020 inclusive are hereby allowed in the amounts and ordered paid out of the respective funds as set forth.

11. APPROVAL OF MINUTES:

12. CONSENT CALENDAR:

All matters listed under the Consent Calendar are considered to be routine in nature and may be enacted by one motion approving the recommendation listed on the Agenda. One or more items may be removed from the Consent Calendar so that they may be discussed, considered and voted upon individually by the Council. A matter may be removed from the Consent Calendar and taken up separately by way of a seconded motion of any member of the Council with the approval of a majority of the Council quorum.

12.1 Waiver of Full Reading of Ordinance(s).

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Approval to waive full reading (except title) of all ordinances appearing on the City Council agenda as authorized under Government Code Section 36934, unless otherwise directed by the City Council.

12.2 Second Reading of an Ordinance of the City Council of the City of El Monte, California Amending Portions of Chapter 12.48 (Parks and Recreational Activities) and Adding Chapter 12.50 (Skate Parks) of Title 12 (Streets, Sidewalks and Public Places) of the El Monte Municipal Code Regarding Dogs and Skate Park Regulations.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

1. Ratify the proposed Ordinance for second reading by no less than three votes.

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

Ordinance No. 2973

12.3 Approval of Request to Serve Wine and "Spirits" Liquor at the Following City-Owned Facility.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council consider and approve the request to serve/sell wine and "Spirits" liquor at the following City-owned facility:

Non-Private User	Event	Date
El Monte Promise Foundation (Grace T. Black Auditorium)	Community Fundraiser (Attendance 400)	Thursday, December 10, 2020 4:00 p.m. – 8:30 p.m.

Private User	**Event**	**Date**
Maria T. Acevedo German (Grace T. Black Auditorium)	Wedding (Attendance 250)	Saturday, August 22, 2020 6:00 p.m. – 11:00 p.m.
Wendy Moreno (Grace T. Black Auditorium)	Wedding (Attendance 150)	Saturday, September 12, 2020 6:00 p.m. – 11:30 p.m.

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

12.4 Approval of a Resolution Repealing, Replacing and Superseding Resolution No. 9987; Amending the Capital Improvement Plan for Fiscal Year 2020-2021 to Include and Account for the Allocation of Senate Bill 1 (SB1) Funds; and Adopting a List of Capital Improvement Projects to be Funded with SB1 Funds for Fiscal Year 2020-2021.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and adopt a Resolution repealing, replacing, and superseding Resolution No. 9987; amending the Capital Improvement Plan for Fiscal Year 2020-2021 to include and account for allocation of SB1 Funds; and adopting a list of Capital Improvement Projects to be funded with SB1 Funds for Fiscal Year 2020-2021.

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

Resolution No. 10115

12.5 Approval of a Third Amendment to the Professional Services Agreement with HDL Companies to Provide Background Check and Badge Issuance Services for the City's Commercial Cannabis Businesses.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve the proposed Third Amendment to the Professional Services Agreement with HdL Companies to provide background check and badge issuance services or the City's Commercial Cannabis Businesses; and
2. Authorize the City Manager to execute the Third Amendment to the Professional Services Agreement with HdL Companies (PSA Agreement No. 17P08079).

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

12.6 Approval of a Resolution of the City Council Approving a HOME Minor Amendment to the Fiscal Year 2019-2020 Annual Action Plan to Allocate $44,260.30 in HOME Funds to the HOME Administration Fiscal Year 2019-2020 Budget.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Adopt the proposed Resolution approving a Minor Amendment to the Fiscal Year 2019-2020 Annual Action Plan to allocate $44,260.30 in HOME Funds to the HOME Administration Fiscal Year 2019-2020 Budget; and
2. Authorize an increase in appropriation of $44,260.30 in the HOME Fund to the HOME Administration Fiscal Year 2019-2020 Budget to Account Number 221-61-611-5111.

Total Cost: $44,260.30 Account No: 221-61-611-5111 (HOME)
Is the cost of this item budgeted? Yes

Resolution No. 10116

12.7 Approval of a Resolution Approving a HOME Commitment Agreement Between the City of El Monte and Neighborhood Housing Partners Inc. (NHP) for 11423 Stewart Street.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Adopt the proposed Resolution approving a HOME Commitment Agreement between the City of El Monte and Neighborhood Housing Partners Inc. for 11423 Stewart Street for the purpose of creating affordable ownership housing; and
2. Authorize the City Manager to execute said Agreement on behalf of the City in a form approved by the City Attorney.

Total Cost: $208,913 Account No: 221-65-662-6115 (HOME
Is the cost of this item budgeted? Yes Fund – CHDO Operations)

Resolution No. 10117

12.8 Approval of a Resolution of the City Council of the City of El Monte Approving the San Gabriel Valley Regional Trust Joint Exercise of Powers Agreement Between the City of El Monte and the San Gabriel Valley Regional Housing Trust.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Adopt the proposed Resolution approving the San Gabriel Valley Regional Trust Joint Exercise of Powers Agreement with the San Gabriel Valley Regional Housing Trust; and

2. Authorize the City Manager to execute said Agreement on behalf of the City in a form approved by the City Attorney.

Total Cost: $25,000 Account No: Tri-City Homelessness Cohort Funds
Is the cost of this item budgeted? Yes

Resolution No. 10118

12.9 Approval of Resolution Approving the 2020 Grant of Storm Drain Easement and Agreement Between the City of El Monte and GLC El Monte, LLC (Goodman) Related to the Industrial Use at 10150 Lower Azusa Road, El Monte, California and the City's Operation of a Public Storm Drain Pipeline Thereupon.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Adopt the proposed Resolution approving the 2020 Grant of Storm Drain Easement and Agreement; and
2. Authorize the City Manager to execute the 2020 Grant of Storm Drain Easement and Agreement.

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

Resolution No. 10119

13. PUBLIC HEARINGS:

13.1 A Public Hearing to Consider and Approve a Resolution Approving Substantial Amendment #4 to the City of El Monte Fiscal Year (FY) 2019-2020 Annual Action Plan in Accordance with the U.S. Department of Housing and Urban Development (HUD) Regulations.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Open the public hearing;
2. Receive a staff presentation;
3. Allow a public comment period;
4. Close the public hearing;
5. Adopt the proposed Resolution approving Substantial Amendment #4 to the FY 2019-2020 Annual Action Plan;
6. Authorize the City Manager to make all conforming modifications and edits, and to execute all ancillary documents required by HUD;
7. Authorize an appropriation of:

a. $1,029,409 in CDBG-CV to the FY 2019 Annual Action Plan; and
b. $520,314 in ESG-CV to the FY 2019 Annual Action Plan;

8. Authorize the reprogramming of FY 2019 CDBG funds in the amount of $228,103;
9. Direct Staff to submit Substantial Amendment #4 to the FY 2019 Annual Action Plan to HUD; and
10. Authorize the City Manager to enter into agreements with eligible sub-recipients.

Total Cost: $1,777,826 Account No: CDGB and ESG Funds
Is the cost of this item budgeted? Yes

Resolution No. 10120

14. REGULAR AGENDA:

14.1 Consideration and Approval of a Professional Services Agreement with Nationwide Cost Recovery Services, LLC for the Implementation and Oversight of Foreclosed Property Registration Program Services.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Approve a Professional Services Agreement with Nationwide Cost Recovery Services, LLP for Implementation and Oversight Services for the Foreclosed Property Registration Program, for a term not-to-exceed five (5) years commencing as of the Effective Date.

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

14.2 Consideration and Approval of a Third Amendment to the Professional Services Agreement with Terra Realty Advisors, Inc. to Increase the Not-to-Exceed Amount from $55,000 to $115,000 to Provide Contract Planning Services for the City's Freeway Billboard Overlay Zone.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Approve the Third Amendment to the Professional Services Agreement with Terra Realty Advisors, Inc. to increase the not-to-exceed amount of $55,000 to $115,000, to provide planning consulting services for the City's Freeway Billboard Overlay Zone through December 31, 2021; and
2. Authorize the City Manager to execute the Third Amendment to the Professional Services Agreement with Terra Realty Advisors, Inc. (PSA No. C-001744).

Total Cost: $60,000 Account No: 100-61-615 (Pass Thru)
Is the cost of this item budgeted? Yes

14.3 Consideration and Approval of a Professional Services Agreement with Walker Consultants to Develop a Smart Parking Detection System and Shared Parking Program, CIP No. 846, for a Not-to-Exceed Amount of $159,500.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Professional Services Agreement to develop a Smart Parking Detection System and Shared Parking Program, CIP No. 846, with Walker Consultants for an amount of $144,978 plus an approximate ten percent (10%) contingency for a total not-to-exceed contract amount of $159,500; and
2. Authorize the increase in appropriation in the amount of $159,500 to account 201-67-846-8221 from existing fund balance reserves.
3. Authorize the City Manager, or her designee, to execute the Professional Services Agreement.

Total Cost: $159,500 Account No: 212-67-846-8211
Is the cost of this item budgeted? Yes

14.4 Consideration and Approval of a Contract Service Agreement with FS Contractors, Inc. to Construct a Block Wall at Gibson Mariposa Park for a Project Amount Not-to-Exceed $85,000.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a contract service agreement with FS Contractors, Inc. to construct a block wall at Gibson Mariposa Park for a not-to-exceed amount of $72,000 plus a $13,000 contingency for a total of $85,000; and
2. Authorize the City Manager, or her designee, to execute a Contract Service Agreement with FS Contractors, Inc.

Total Cost: $85,000 Account No: 220-67-825-8113
Is the cost of this item budgeted? Yes

14.5 Consideration and Approval of a Contract Service Agreement with Ochoa's Custom Construction, Inc. to Remodel the Men's and Women's Outdoor Facility Restrooms at Mountain View Park for a Total Project Amount Not-to-Exceed $93,000.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Contract Service Agreement with Ochoa's Custom Construction, Inc. to remodel the men's and women's outdoor facility restrooms at Mountain View Park for an amount not-to-exceed $77,800 plus appropriate an additional $15,200 for project contingency for a total project cost of $93,000; and

2. Authorize the City Manager, or her designee, to execute a Contract Service Agreement with Ochoa's Custom Construction, Inc.

Total Cost: $93,000 Account No: 220-67-825-8113
Is the cost of this item budgeted? Yes

14.6 Consideration and Approval to Adopt a Resolution for Final Parcel Map No. 74489 for the 2-Unit Detached Residential Development with a 2-Foot Dedication for Street Purposes on Cogswell Road.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and adopt a Resolution authorizing the recordation of Final Parcel Map No. 74889 and acceptance of a dedication for street purposes on Cogswell Road.

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

Resolution No. 10121

14.7 Consideration and Adoption of a Resolution Approving a Business Grant Program to Assist Businesses in the City of El Monte.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Adopt the proposed Resolution approving a Business Grant Program;
2. Authorize the reallocation of $228,103 in CDBG funds for Fiscal Year 2019-2020 from the Residential Rehabilitation Program and the Home Buyer Assistance Program to the Business Grant Program; and
3. Authorize the allocation of $200,000 in CDBG-CV funds to the Business Grant Program.

Total Cost: $428,103 Account No: CDBG
Is the cost of this item budgeted? Yes

Resolution No. 10122

14.8 Consideration and Approval of a Resolution Updating and Modifying the City's Declared Local Emergency Declaration Due to the Public Threat Caused by the Coronavirus (COVID-19).

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Adopt the attached Resolution updating and modifying the City's declared local emergency due to the public threat caused by the coronavirus (COVID-19).

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

Resolution No. 10123

15. CITY ATTORNEY'S AGENDA:

15.1 Update and Request for Direction Regarding Impact of April 14, 2020 Modification to County Eviction Moratorium and its Implications for Cities that have Already Adopted Eviction Moratoria.

16. CITY MANAGER'S AGENDA:

16.1 COVID-19 Update.

17. WRITTEN COMMUNICATIONS:

18. COUNCIL COMMUNICATIONS/REPORTS:

18A. Mayor Quintero

18A.1 Discussion and Action Regarding Disbanding All Ad Hoc Committees.

18A.2 Discussion and Action Regarding Deferral of Mayor and City Council Compensation.

18A.3 Discussion and Action Regarding Protections for Essential Workers.

18B. Mayor Pro Tem Morales

18C. Councilwoman Ancona

18C.1 Discussion on Honoring City of El Monte Graduating High School Seniors.

18D. Councilwoman Martinez Muela

18E. Councilman Velasco

18E.1 Update Regarding Census 2020.

18E.2 Discussion Regarding Small Business Grants.

18E.3 Discussion Regarding El Monte Testing Site.

18E.4 Discussion Regarding Homeless Hygiene (Showers and Laundry).

19. ADJOURNMENT:

The next Regular Meeting of the City Council will be held on **May 5, 2020** at 6:00 p.m. This Agenda will be posted on the City's website, www.ci.el-monte.ca.us, and physically posted no less than 72 hours prior to the start of the subject regular meeting. Although it is the City's practice and desire to electronically post a copy of this Agenda along with supporting material as part of its website posting, the size or formatting of certain supporting materials may render their website posting infeasible. Nevertheless, all supporting materials related to any item on this Agenda, that is made available to the members of the council may be inspected by members of the public at the City Clerk's Office located at 11333 Valley Boulevard, El Monte, Monday through Thursday, 7:00 am – 5:30 pm. For more information, please call the City Clerk's Office at 626-580-2016.

All public meetings and events sponsored or conducted by the City of El Monte are held in sites accessible to persons with disabilities. Requests for accommodations may be made by calling the office of the City Clerk at (626) 580-2016 at least three (3) working days prior to the event, if possible. This Agenda and copies of documents distributed at the meeting are available in alternative formats upon request.

Posted: April 17, 2020 at 3:00 p.m.

DRN 619 Ending 04/09/2020

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
P							NET PAYROLL 3/16/20 - 3/31/20	1,056,786.83	
P	**Payroll Total**								**1,056,786.83**
P	AMERICAN FIDELITY ASSURANCE	12314	1090008	4/9/2020	P/E: 03/31/20	4/9/2020	SEC. 125 DEF FLEX BEN	3,378.92	**3,378.92**
P	CALIF STATE DISBURSEMENT/UNIT	04723	0408202014	4/9/2020	P/E:03/31/20	4/9/2020		3,854.00	**3,854.00**
P	CATALYST CORPORATE FEDERAL CU	04610	0408202004	4/9/2020	P/E:03/31/20	4/9/2020	EL MONTE CREDIT UNION: PAYMENT	55,034.55	**55,034.55**
P	CITY OF EL MONTE	04622	1090009	4/9/2020	P/E: 03/31/20	4/9/2020	GARNISHMENT FEE/LOAN: PAYMENT	31.33	**31.33**
P	DEPARTMENT OF TREASURY	04732	0408202002	4/9/2020	P/E:03/31/20	4/9/2020	MEDICARE TAX: PAYMENT	43,673.88	
P	DEPARTMENT OF TREASURY	04731	0408202013	4/9/2020	P/E:03/31/20	4/9/2020	FEDERAL TAX: PAYMENT	185,984.00	**229,657.88**
P	EL MONTE CITY EMPLOYEES CR UN	06796	0408202012	4/9/2020	P/E:03/31/20	4/9/2020	CREDIT UNION YARD ACCOUNT: PAYMENT	304.00	
P	EL MONTE CITY EMPLOYEES CR UN	04613	0408202015	4/9/2020	P/E:03/31/20	4/9/2020	POLICE CREDIT UNION: PAYMENT	210.00	**514.00**
P	EL MONTE POLICE ASSOCIATION	04631	1090010	4/9/2020	P/E: 03/31/20	4/9/2020	ADMINISTRATOR PD DUES: PAYMENT	10,706.56	
P	EL MONTE POLICE ASSOCIATION	04630	1090011	4/9/2020	P/E: 03/31/20	4/9/2020	LONG TERM DISABILITY - POLICE: PAYMENT	1,677.51	**12,384.07**
P	EMPLOYMENT DEVELOPMENT	04730	0408202009	4/9/2020	P/E:03/31/20	4/9/2020	STATE WITHOLDING TAX: PAYMENT	73,702.26	**73,702.26**
P	EMPLOYMENT DEVELOPMENT DEPT	12591	1090012	4/9/2020	P/E: 03/31/20	4/9/2020	EMPLOYMENT DEVELOPMENT DEPT: PAYMENT	250.00	**250.00**
P	FRANCHISE TAX BOARD	04616	1090013	4/9/2020	P/E: 03/31/20	4/9/2020	STATE OF CAL FRAN TAX BOARD: PAYMENT	275.00	**275.00**
P	LA COUNTY SHERIFF'S DEPT.	08162	1090014	4/9/2020	P/E: 03/31/20	4/9/2020	LOS ANGELES COUNTY SHERIFF DEP: PAYMENT	805.31	**805.31**
P	NATIONAL DEFERRED	04633	0408202003	4/9/2020	P/E:03/31/20	4/9/2020	PART TIME DEF. COMPENSATION: PAYMENT	6,441.33	**6,441.33**
P	NATIONWIDE RETIREMENT SOLUTION	04635	0408202005	4/9/2020	P/E:03/31/20	4/9/2020	457 DEFERRED COMP CITY MANAGER: PAYMENT	60,646.02	
P	NATIONWIDE RETIREMENT SOLUTION	11991	0408202011	4/9/2020	P/E:03/31/20	4/9/2020	401 (A) EXECUTIVE PLAN: PAYMENT	6,442.83	**67,088.85**
P	PARS SUPPLEMENTAL RETIREMENT	03734	0408202007	4/9/2020	P/E:03/31/20	4/9/2020	PARS SUPPLEMENTAL RETIREMENT: PAYMENT	17,073.61	**17,073.61**
P	PERS LONG TERM CARE PROGRAM	04612	1090015	4/9/2020	P/E: 03/31/20	4/9/2020	LONG TERM CARE-MID MANAGEMENT: PAYMENT	343.92	**343.92**
P	PUBLIC EMPLOYEES' RETIREMENT	03047	1001539670	4/13/2020	P/E:03/15/20	3/25/2020	PENSION PLAN (PERS): PAYMENT	326,592.77	**326,592.77**
P	SEIU LOCAL #721	04628	0408202010	4/9/2020	P/E:03/31/20	4/9/2020	SEIU DUES, FEES, COPE: PAYMENT	6,532.26	**6,532.26**
P	**Payroll Vendor Total**								**803,960.06**
O	FRANCO	13105	1090040	4/9/2020	1007058.001	3/25/2020	REFUND SIGN, SAY & PLAY REGISTRATION FOR LORENZO FRANCO DUE TO (	66.21	
O	FRANCO	13105	1090040	4/9/2020	1006985.001	3/25/2020	REFUND SIGN, SAY & PLAY REGISTRATION FOR LORENZO FRANCO DUE TO (	60.00	**126.21**
O	GALLARDO	13106	1090042	4/9/2020	1004678.003	3/24/2020	REFUND TINY TOT REGISTRATION FOR MATTHEW RODRIGUEZ DUE TO COV	91.50	
O	GALLARDO	13106	1090042	4/9/2020	1004679.003	3/23/2020	REFUND TINY TOT REGISTRATION FOR DAVID HUGO RIVERA DUE TO COVID	91.50	**183.00**
O	GONZALEZ	13107	1090044	4/9/2020	1004743.003	3/17/2020	REFUND ORIGAMI WKSHP FOR DELILAH ANGUIANO & JADIZ GONZALEZ DU	49.00	**49.00**
O	HE	13108	1090047	4/9/2020	1004736-003	3/25/2020	REFUND PARTIAL HIP HOP REGISTRATION FOR BENSON & TERRY WU DUE T	44.00	**44.00**
O	HERNANDEZ, KEYLA	13109	1090048	4/9/2020	1007085.001	3/24/2020	REFUND PARTIAL TINY TOT REGISTRATION FOR LYLA HERNANDEZ DUE TO (	93.37	**93.37**
O	HERNANDEZ, SANTOS	13110	1090049	4/9/2020	1007012.001	3/24/2020	REFUND PARTIAL TINY TOTS REGISTRATION FOR JOSEPH ALEMAN DUE TO (	175.16	**175.16**
O	KUO	13104	1089753	4/2/2020	1004760.003	3/25/2020	REFUND SWIM LESSONS FOR RYAN & CHLOE DUE TO COVID-19 CLOSURE - I	100.00	**100.00**
O	LY	13111	1090055	4/9/2020	1006999.001	3/24/2020	REFUND PARTIAL TINY TOTS REGISTRATION FOR AILANI LY DUE TO COVID-1	175.16	**175.16**
O	MACHUCA	13112	1090056	4/9/2020	1007086.001	3/24/2020	REFUND PARTIAL TINY TOTS REGISTRATION FOR AVIGAIL MACHUCA DUE T	175.16	**175.16**
O	PRADO	13113	1090062	4/9/2020	1007062.001	3/24/2020	REFUND CRITICAL READING & WRITTEN EXPRESSION FOR NOEMI PRADO D	74.48	**74.48**
O	RODRIGUEZ	13103	1089763	4/2/2020	1007026.001	3/24/2020	REFUND LEARN-TO-SWIM CLASS FOR CLEMENTE SOLIS DUE TO COVID-19 C	25.00	**25.00**
O	SANCHEZ	13114	1090069	4/9/2020	1007063.001	3/24/2020	REFUND PARTIAL TINY TOTS REGISTRATION FOR ETHANAEL ROSALEZ DUE T	175.16	**175.16**
O	SU	13115	1090077	4/9/2020	1004735.003	3/25/2020	REFUND PARTIAL HIP HOP REGISTRATION FOR AIMEE HUANG DUE TO COV	24.00	**24.00**
O	TRAN	13116	1090084	4/9/2020	1007002.001	3/25/2020	REFUND PARTIAL TINY TOTS REGISTRATION FOR ELLIANA TRAN DUE TO CO	93.37	**93.37**
O	WHITE	13117	1090086	4/9/2020	1006975.001	3/23/2020	REFUND PARTIAL TINY TOTS REGISTRATION FOR KENNEDY WHITE DUE TO (	93.37	**93.37**
O	**One Time Vendor Total**								**1,606.44**
R	A.C LOCK & KEY	09621	1089731	4/2/2020	13457	3/17/2020	NEW KEY & LOCK REPAIR TR-35 - SR CTR	45.00	**45.00**
R	AARVIG & ASSOCIATES, APC	13118	1090017	4/9/2020	34965	1/31/2020	INVESTIGATION SVCS FOR HR	3,620.00	**3,620.00**

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	ACOSTA	00434	1089783	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	485.39	**485.39**
R	ADVANCED CHEMICAL TECHNOLOGY	05672	1089732	4/2/2020	875727	3/1/2020	MAR 2020 WATER TREATMENT SERVICES FOR PW MAINT.	155.00	**155.00**
R	ADVANTAGE FORD LINCOLN	04402	1090018	4/9/2020	366638	3/2/2020	FRONT BODY DAMAGE PARTS TO REPAIR PW-45 WASTEWATER DEPT.	1,283.03	
R	ADVANTAGE FORD LINCOLN	04402	1090019	4/9/2020	366698	3/5/2020	DEFLECTOR FOR WASTEWASTER VEHICLE	69.88	
R	ADVANTAGE FORD LINCOLN	04402	1090019	4/9/2020	366748	3/9/2020	EXCHANGED DEFLECTOR FOR WASTEWASTER VEHICLE	0.79	
R	ADVANTAGE FORD LINCOLN	04402	1090019	4/9/2020	366658	3/3/2020	DEFLECTOR FOR WASTEWASTER VEHICLE	67.11	**1,420.81**
R	AGUILERA	03308	1089784	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,189.78	**1,189.78**
R	AGUIRRE	10431	1089785	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	485.39	**485.39**
R	ALAN PALERMO CONSULTING	10411	1090020	4/9/2020	EM017-174	3/28/2020	03/01-03/28/20 LAND DEVELOPMENT PRJ - ENGINEERING	14,480.00	**14,480.00**
R	ALTAMIRANO	10635	1089733	4/2/2020	051	3/31/2020	03/01/20 - 03/31/20 STIPEND FOR EMTV 3 PRODUCTION SRVCS	1,700.00	**1,700.00**
R	ALVA	08000	1089786	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	ALVAREZ, ANTHONY	05577	1089787	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,151.48	**1,151.48**
R	ALVAREZ, ANTONIO	03271	1089788	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	AMDG AVIATION, INC.	06948	1090021	4/9/2020	20671B	4/1/2020	APR 2020 HANGER RENTAL FEE / MAR 2020 HANGER SCE ELECTRIC - PD	2,083.05	**2,083.05**
R	ANCHETA	03236	1089789	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	148.03	**148.03**
R	ANDREOLI	03260	1089790	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,151.48	**1,151.48**
R	ANKENY	03239	1089791	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,711.00	**1,711.00**
R	ANTONITIS	05580	1089792	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,151.48	**1,151.48**
R	ARELLANO, SARA	03286	1089793	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	525.39	**525.39**
R	ARELLANO, THEODORE	03270	1089794	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	ARMSTRONG, AARON	11671	1089795	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	525.39	**525.39**
R	ARMSTRONG, THOMAS	07045	1089796	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,647.58	**1,647.58**
R	AT & T	01394	1089734	4/2/2020	9391026239-03/20	3/13/2020	BILL PAYER (BAN) 9391026239 INV#14452796 - PW	130.54	
R	AT & T	01395	1090022	4/9/2020	14526067	3/27/2020	ACCT#CLAPDELMONTE 02.27-03.26.20 - PD	364.12	**494.66**
R	ATLAS BACKFLOW INC.	12160	1089735	4/2/2020	21446	1/7/2020	BACKFLOW PARTS, SERVICE & REPAIR CITYWIDE - PWMD	1,192.19	**1,192.19**
R	AUGUST JR	03298	1089797	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	145.99	**145.99**
R	AUTOZONE PW/CUST ID 763384	12386	1089736	4/2/2020	2863166086	2/26/2020	PART FOR ENGINE REPAIR PW-32 PARKS TRUCK - PWMD	58.55	
R	AUTOZONE PW/CUST ID 763384	12386	1090023	4/9/2020	2863112523	1/7/2020	DURALAST PLATINUM BATTERY FOR ECON DEV DIV. VEH.	176.99	**235.54**
R	AVFUEL CORPORATION	06458	1089737	4/2/2020	0331201438	3/31/2020	AC#ELMON (03/25/20 - 03/31/20 PD AVIATION FUEL)	770.06	**770.06**
R	BALLINGER	08690	1089798	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	506.24	**506.24**
R	BANK OF AMERICA	12063	0331202001	3/23/2020	February 2020	2/4/2020	AC#1055 - Planning Div. - Donavanik, Betty	22.85	
R	BANK OF AMERICA	12063	0331202002	3/23/2020	February 2020	2/11/2020	AC#5718 - Pub Wks Div - Kadel, Bret - Credit	(122.74)	
R	BANK OF AMERICA	12063	0331202002	3/23/2020	February 2020	2/4/2020	AC#1175 - Engineering Div - Yu, Braden	330.00	
R	BANK OF AMERICA	12063	0331202003	3/23/2020	February 2020	2/5/2020	AC#3588 - CMO - Aguilar, Leticia	19.81	
R	BANK OF AMERICA	12063	0331202004	3/23/2020	February 2020	2/5/2020	AC#3588 - CMO - Aguilar, Leticia	115.10	
R	BANK OF AMERICA	12063	0331202005	3/23/2020	February 2020	2/5/2020	AC#3638 - Comm Svcs Div - Burl, Victoria	21.98	
R	BANK OF AMERICA	12063	0331202006	3/23/2020	February 2020	2/6/2020	AC#5327 - HR - King, Bianca	600.00	
R	BANK OF AMERICA	12063	0331202006	3/23/2020	February 2020	2/17/2020	AC#3588 - CMO - Aguilar, Leticia - Credit	(239.97)	
R	BANK OF AMERICA	12063	0331202007	3/23/2020	February 2020	2/6/2020	AC#1191 - Transportation Div - Zadok, Sarah	356.40	
R	BANK OF AMERICA	12063	0331202008	3/23/2020	February 2020	2/7/2020	AC#3588 - CMO - Aguilar, Leticia	25.00	
R	BANK OF AMERICA	12063	0331202009	3/23/2020	February 2020	2/7/2020	AC#3554 - Pub Wks Div - Ortiz, Christopher	369.81	
R	BANK OF AMERICA	12063	0331202010	3/23/2020	February 2020	2/7/2020	AC#3588 - CMO - Aguilar, Leticia	449.00	
R	BANK OF AMERICA	12063	0331202011	3/23/2020	February 2020	2/7/2020	AC#3588 - CMO - Aguilar, Leticia	239.97	
R	BANK OF AMERICA	12063	0331202012	3/23/2020	February 2020	2/10/2020	AC#9478 - CMO - Martinez, Alma	581.57	
R	BANK OF AMERICA	12063	0331202013	3/23/2020	February 2020	2/10/2020	AC#1055 - Planning Div. - Donavanik, Betty	187.26	
R	BANK OF AMERICA	12063	0331202014	3/23/2020	February 2020	2/10/2020	AC#1055 - Planning Div. - Donavanik, Betty	119.88	
R	BANK OF AMERICA	12063	0331202015	3/23/2020	February 2020	2/10/2020	AC#3588 - CMO - Aguilar, Leticia	25.00	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	BANK OF AMERICA	12063	0331202017	3/23/2020	February 2020	2/12/2020	AC#3554 - Pub Wks Div - Ortiz, Christopher	31.73	
R	BANK OF AMERICA	12063	0331202018	3/23/2020	February 2020	2/14/2020	AC#1191 - Transportation Div - Zadok, Sarah	435.60	
R	BANK OF AMERICA	12063	0331202019	3/23/2020	February 2020	2/14/2020	AC#3424 - Comm Svcs Div - Ramirez, Teresa	263.16	
R	BANK OF AMERICA	12063	0331202020	3/23/2020	February 2020	2/14/2020	AC#2365 - Neighborhood Svc - Ramos, Matt	158.67	
R	BANK OF AMERICA	12063	0331202021	3/23/2020	February 2020	2/17/2020	AC#2365 - Neighborhood Svc - Ramos, Matt	329.95	
R	BANK OF AMERICA	12063	0331202023	3/23/2020	February 2020	2/17/2020	AC#3638 - Comm Svcs Div - Burl, Victoria	50.18	
R	BANK OF AMERICA	12063	0331202024	3/23/2020	February 2020	2/17/2020	AC#3638 - Comm Svcs Div - Burl, Victoria	42.88	
R	BANK OF AMERICA	12063	0331202025	3/23/2020	February 2020	2/17/2020	AC#3638 - Comm Svcs Div - Burl, Victoria	380.68	
R	BANK OF AMERICA	12063	0331202026	3/23/2020	February 2020	2/17/2020	AC#3638 - Comm Svcs Div - Burl, Victoria	36.27	
R	BANK OF AMERICA	12063	0331202027	3/23/2020	February 2020	2/17/2020	AC#3638 - Comm Svcs Div - Burl, Victoria	14.29	
R	BANK OF AMERICA	12063	0331202028	3/23/2020	February 2020	2/18/2020	AC#3638 - Comm Svcs Div - Burl, Victoria	24.72	
R	BANK OF AMERICA	12063	0331202029	3/23/2020	February 2020	2/18/2020	AC#3638 - Comm Svcs Div - Burl, Victoria	24.72	
R	BANK OF AMERICA	12063	0331202030	3/23/2020	February 2020	2/18/2020	AC#3638 - Comm Svcs Div - Burl, Victoria	631.62	
R	BANK OF AMERICA	12063	0331202031	3/23/2020	February 2020	2/18/2020	AC#3638 - Comm Svcs Div - Burl, Victoria	35.70	
R	BANK OF AMERICA	12063	0331202032	3/23/2020	February 2020	2/18/2020	AC#1151 - Pub Wks Div - Perrine, Randy	1,269.80	
R	BANK OF AMERICA	12063	0331202033	3/23/2020	February 2020	2/19/2020	AC#9478 - CMO - Martinez, Alma	157.30	
R	BANK OF AMERICA	12063	0331202034	3/23/2020	February 2020	2/20/2020	AC#3596 - Comm Svcs Div - Lopez, Alexandra	25.00	
R	BANK OF AMERICA	12063	0331202035	3/23/2020	February 2020	2/20/2020	AC#3554 - Pub Wks Div - Ortiz, Christopher	310.00	
R	BANK OF AMERICA	12063	0331202036	3/23/2020	February 2020	2/21/2020	AC#3554 - Pub Wks Div - Ortiz, Christopher	248.00	
R	BANK OF AMERICA	12063	0331202037	3/23/2020	February 2020	2/21/2020	AC#5718 - Pub Wks Div - Kadel, Bret	549.00	
R	BANK OF AMERICA	12063	0331202038	3/23/2020	February 2020	2/21/2020	AC#3596 - Comm Svcs Div - Lopez, Alexandra	29.74	
R	BANK OF AMERICA	12063	0331202039	3/23/2020	February 2020	2/24/2020	AC#5718 - Pub Wks Div - Kadel, Bret	572.13	
R	BANK OF AMERICA	12063	0331202040	3/23/2020	February 2020	2/24/2020	AC#2365 - Neighborhood Svc - Ramos, Matt	90.00	
R	BANK OF AMERICA	12063	0331202041	3/23/2020	February 2020	2/25/2020	AC#3596 - Comm Svcs Div - Lopez, Alexandra	120.98	
R	BANK OF AMERICA	12063	0331202042	3/23/2020	February 2020	2/25/2020	AC#3596 - Comm Svcs Div - Lopez, Alexandra	42.87	
R	BANK OF AMERICA	12063	0331202043	3/23/2020	February 2020	2/26/2020	AC#3596 - Comm Svcs Div - Lopez, Alexandra	124.29	
R	BANK OF AMERICA	12063	0331202044	3/23/2020	February 2020	2/26/2020	AC#2365 - Neighborhood Svc - Ramos, Matt	328.90	
R	BANK OF AMERICA	12063	0331202045	3/23/2020	February 2020	2/26/2020	AC#1151 - Pub Wks Div - Perrine, Randy	19.69	
R	BANK OF AMERICA	12063	0331202046	3/23/2020	February 2020	2/26/2020	AC#3554 - Pub Wks Div - Ortiz, Christopher	269.00	
R	BANK OF AMERICA	12063	0331202047	3/23/2020	February 2020	2/26/2020	AC#5389 - Comm Svcs Div - Del Real, Lisa	275.10	
R	BANK OF AMERICA	12063	0331202048	3/23/2020	February 2020	2/27/2020	AC#5389 - Comm Svcs Div - Del Real, Lisa	68.90	
R	BANK OF AMERICA	12063	0331202049	3/23/2020	February 2020	2/27/2020	AC#3588 - CMO - Aguilar, Leticia	541.97	
R	BANK OF AMERICA	12063	0331202050	3/23/2020	February 2020	2/27/2020	AC#2365 - Neighborhood Svc - Ramos, Matt	35.07	
R	BANK OF AMERICA	12063	0331202051	3/23/2020	February 2020	2/27/2020	AC#3596 - Comm Svcs Div - Lopez, Alexandra	109.98	
R	BANK OF AMERICA	12063	0331202052	3/23/2020	February 2020	2/27/2020	AC#1055 - Planning Div. - Donavanik, Betty	76.95	
R	BANK OF AMERICA	12063	0331202053	3/23/2020	February 2020	2/28/2020	AC#5736 - Pub Wks Div - Mendez, Salvador	50.00	
R	BANK OF AMERICA	12063	0331202054	3/23/2020	February 2020	2/28/2020	AC#5736 - Pub Wks Div - Mendez, Salvador	1,274.76	
R	BANK OF AMERICA	12063	0331202055	3/23/2020	February 2020	2/28/2020	AC#3471 - Planning Div. - Mikaelian, Jason	990.00	
R	BANK OF AMERICA	12063	0331202056	3/23/2020	February 2020	2/28/2020	AC#1191 - Transportation Div - Zadok, Sarah	534.60	
R	BANK OF AMERICA	12063	0331202057	3/23/2020	February 2020	3/2/2020	AC#3554 - Pub Wks Div - Ortiz, Christopher	37.37	
R	BANK OF AMERICA	12063	0331202058	3/23/2020	February 2020	3/2/2020	AC#3596 - Comm Svcs Div - Lopez, Alexandra	248.48	**13,960.97**
R	BARTEL ASSOCIATES LLC	10135	1089738	4/2/2020	20-204	3/24/2020	FEB 2020 ACTUARIAL CONSULTING SRVC - FINANCE	420.00	**420.00**
R	BATEMAN COMMUNITY LIVING LLC	12350	1089739	4/2/2020	INV4650001709	3/4/2020	FEB 2020 AAA EXEMPT & HOLIDAY MEALS FOR ELDERLY NUTRITION PROGF	7,279.20	**7,279.20**
R	BEACON MEDIA INC.	08350	1089740	4/2/2020	A81369	3/26/2020	NOTICE: RUN DATE: 03/26/20 REF: ORDINANCE NO. 2971 - CITY CLKS OFFIC	566.00	
R	BEACON MEDIA INC.	08350	1090024	4/9/2020	A81364	3/23/2020	NOTICE: RUN DATE 03/23/20 REF: DOG AND SKATE PARK - ENGINEERING D	58.00	**624.00**
R	BENAVIDES	11923	1090025	4/9/2020	32520	3/25/2020	MAR 2020 HIP HOP CLASS INSTRUCTOR - P&R	26.00	**26.00**
R	BILLINGSLEY	03225	1089799	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	525.39	**525.39**

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	BROWN, CARL	07047	1089800	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	356.10	**356.10**
R	BROWN, JOLENE	03272	1089801	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	195.52	**195.52**
R	BUEHLER	10166	1089802	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,189.78	**1,189.78**
R	BULLINGTON	03317	1089803	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,472.82	**1,472.82**
R	BUNNELL	03322	1089804	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	BURKHART	03233	1089805	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	947.06	**947.06**
R	BURLINGHAM	08881	1089806	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,660.05	**1,660.05**
R	BUSTILLOS	03200	1089807	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	CAMPAIGNREP INC.	13100	1089741	4/2/2020	1	3/24/2020	EMERGENCY RESPONSE WEB PORTAL 50% DEPOSIT - BUILD, LAUNCH & TR/	5,900.00	**5,900.00**
R	CANO, RICHARD	08882	1089808	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,151.48	**1,151.48**
R	CANO, RODRIGO	03249	1089809	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	CARLSON	05121	1089810	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,102.57	**1,102.57**
R	CARRILLO'S LAWN MOWER SHOP	12002	1090026	4/9/2020	276	1/30/2020	HONDA LAWN MOWER PARTS FOR PW MAINT.	1,690.09	
R	CARRILLO'S LAWN MOWER SHOP	12002	1090026	4/9/2020	282	2/10/2020	LAWN MOWER PARTS FOR PW MAINT.	381.73	
R	CARRILLO'S LAWN MOWER SHOP	12002	1090026	4/9/2020	281	2/10/2020	WEED EATER PARTS FOR PW MAINT.	466.14	**2,537.96**
R	CARTER	01654	1089811	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,232.81	**1,232.81**
R	CASSETTA	11053	1089812	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,035.00	**1,035.00**
R	CASTRUITA	03202	1089813	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	506.24	**506.24**
R	CAZARES	11414	1089742	4/2/2020	125	4/1/2020	APR 2020 EVENT COORDINATOR - DEMBA	3,000.00	**3,000.00**
R	CDW GOVERNMENT INC	01541	1090027	4/9/2020	WSS1554	2/7/2020	ADO ACRO PRO DC F/ENT L9 12M FOR KARINA CASAS - CITY CLK	68.21	**68.21**
R	CEBALLOS	12954	1089814	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	466.24	**466.24**
R	CHAN	11670	1089815	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	485.39	**485.39**
R	CHAVEZ	11931	1089816	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	485.39	**485.39**
R	CINTAS CORPORATION	12094	1090028	4/9/2020	4045063070	3/11/2020	CITY UNIFORM SVCS FOR PW	83.17	
R	CINTAS CORPORATION	12094	1090028	4/9/2020	4045062815	3/11/2020	CITY UNIFORM SVCS FOR PW	84.74	
R	CINTAS CORPORATION	12094	1090028	4/9/2020	4045063127	3/11/2020	CITY UNIFORM SVCS FOR PW	321.29	
R	CINTAS CORPORATION	12094	1090028	4/9/2020	4045062994	3/11/2020	CITY UNIFORM SVCS FOR PW	23.71	
R	CINTAS CORPORATION	12094	1090028	4/9/2020	4045062954	3/11/2020	CITY UNIFORM SVCS FOR PW	62.50	**575.41**
R	CLAYTON	03227	1089817	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	820.87	**820.87**
R	CLEAN HARBORS	06511	1090029	4/9/2020	1003202814	2/22/2020	FEB 2020 HSEHOLD HAZARD WASTE - LABOR & DISPOSAL (ENVIRO SRVCS)	11,006.03	**11,006.03**
R	COBIAN	03267	1089818	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	COLEMAN	03234	1089819	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	525.39	**525.39**
R	COLLARI, FAITH	03320	1089820	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	624.39	**624.39**
R	COLLARI, JOHN	03235	1089821	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	451.75	**451.75**
R	COMMUNITY VETERINARY HOSPITAL	01730	1090030	4/9/2020	373695	3/26/2019	BOARDING SERVICES FOR PD K-9 - ROBBIE	127.75	**127.75**
R	COMPUTER SERVICE COMPANY	10920	1089743	4/2/2020	6003-01094	11/30/2019	BUCKET TRUCK, TRAFFIC SIGNAL MAINT. TECH - LEAD - PW MAINT.	3,642.00	
R	COMPUTER SERVICE COMPANY	10920	1089743	4/2/2020	600-01184	11/30/2019	BUCKET TRUCK, TRAFFIC SIGNAL MAINT. TECH - LEAD - PW MAINT.	2,177.58	
R	COMPUTER SERVICE COMPANY	10920	1089743	4/2/2020	6003-01082	11/30/2019	BUCKET TRUCK, TRAFFIC SIGNAL MAINT. TECH - LEAD - PW MAINT.	1,068.00	
R	COMPUTER SERVICE COMPANY	10920	1089743	4/2/2020	6003-01096	12/31/2019	BUCKET TRUCK, TRAFFIC SIGNAL MAINT. TECH - LEAD - PW MAINT.	660.17	
R	COMPUTER SERVICE COMPANY	10920	1089743	4/2/2020	6003-01100	12/31/2019	BUCKET TRUCK, TRAFFIC SIGNAL MAINT. TECH - LEAD - PW MAINT.	467.25	
R	COMPUTER SERVICE COMPANY	10920	1089743	4/2/2020	6003-01085	11/30/2019	BUCKET TRUCK, TRAFFIC SIGNAL MAINT. TECH - LEAD - PW MAINT.	188.62	
R	COMPUTER SERVICE COMPANY	10920	1089743	4/2/2020	6003-01090	11/30/2019	BUCKET TRUCK, TRAFFIC SIGNAL MAINT. TECH - LEAD - PW MAINT.	80.91	
R	COMPUTER SERVICE COMPANY	10920	1089743	4/2/2020	6003-01099	12/31/2019	BUCKET TRUCK, TRAFFIC SIGNAL MAINT. TECH - LEAD - PW MAINT.	3,398.64	
R	COMPUTER SERVICE COMPANY	10920	1089743	4/2/2020	6003-01103	1/31/2020	BUCKET TRUCK, TRAFFIC SIGNAL MAINT. TECH - LEAD - PW MAINT.	2,136.00	
R	COMPUTER SERVICE COMPANY	10920	1089743	4/2/2020	6003-01097	12/31/2019	BUCKET TRUCK, TRAFFIC SIGNAL MAINT. TECH - LEAD - PW MAINT.	934.50	
R	COMPUTER SERVICE COMPANY	10920	1089743	4/2/2020	6003-01092	11/30/2019	BUCKET TRUCK, TRAFFIC SIGNAL MAINT. TECH - LEAD - PW MAINT.	565.86	
R	COMPUTER SERVICE COMPANY	10920	1089743	4/2/2020	6003-01098	12/31/2019	BUCKET TRUCK, TRAFFIC SIGNAL MAINT. TECH - LEAD - PW MAINT.	467.25	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	COMPUTER SERVICE COMPANY	10920	1089743	4/2/2020	6003-01081	11/30/2019	BUCKET TRUCK, TRAFFIC SIGNAL MAINT. TECH - LEAD - PW MAINT.	166.50	
R	COMPUTER SERVICE COMPANY	10920	1089743	4/2/2020	6003-01105	1/31/2020	BUCKET TRUCK, TRAFFIC SIGNAL MAINT. TECH - LEAD - PW MAINT.	15,207.96	
R	COMPUTER SERVICE COMPANY	10920	1089743	4/2/2020	600-01183	11/30/2019	BUCKET TRUCK, TRAFFIC SIGNAL MAINT. TECH - LEAD - PW MAINT.	2,403.00	
R	COMPUTER SERVICE COMPANY	10920	1089743	4/2/2020	6003-01086	11/30/2019	BUCKET TRUCK, TRAFFIC SIGNAL MAINT. TECH - LEAD - PW MAINT.	1,270.86	
R	COMPUTER SERVICE COMPANY	10920	1089743	4/2/2020	6003-01102	1/31/2020	BUCKET TRUCK, TRAFFIC SIGNAL MAINT. TECH - LEAD - PW MAINT.	667.50	
R	COMPUTER SERVICE COMPANY	10920	1089743	4/2/2020	6003-01088	11/30/2019	BUCKET TRUCK, TRAFFIC SIGNAL MAINT. TECH - LEAD - PW MAINT.	471.55	
R	COMPUTER SERVICE COMPANY	10920	1089743	4/2/2020	6003-01101	12/31/2019	BUCKET TRUCK, TRAFFIC SIGNAL MAINT. TECH - LEAD - PW MAINT.	254.37	
R	COMPUTER SERVICE COMPANY	10920	1089743	4/2/2020	6003-01091	11/30/2019	BUCKET TRUCK, TRAFFIC SIGNAL MAINT. TECH - LEAD - PW MAINT.	80.91	
R	COMPUTER SERVICE COMPANY	10920	1089743	4/2/2020	6003-01095	12/31/2019	BUCKET TRUCK, TRAFFIC SIGNAL MAINT. TECH - LEAD - PW MAINT.	19,986.00	
R	COMPUTER SERVICE COMPANY	10920	1089743	4/2/2020	6003-01104	1/31/2020	BUCKET TRUCK, TRAFFIC SIGNAL MAINT. TECH - LEAD - PW MAINT.	3,260.64	
R	COMPUTER SERVICE COMPANY	10920	1089743	4/2/2020	6003-01106	1/31/2020	BUCKET TRUCK, TRAFFIC SIGNAL MAINT. TECH - LEAD - PW MAINT.	1,923.72	
R	COMPUTER SERVICE COMPANY	10920	1089743	4/2/2020	6003-01089	11/30/2019	BUCKET TRUCK, TRAFFIC SIGNAL MAINT. TECH - LEAD - PW MAINT.	776.57	
R	COMPUTER SERVICE COMPANY	10920	1089743	4/2/2020	6003-01087	11/30/2019	BUCKET TRUCK, TRAFFIC SIGNAL MAINT. TECH - LEAD - PW MAINT.	485.46	
R	COMPUTER SERVICE COMPANY	10920	1089743	4/2/2020	6003-01080	11/30/2019	BUCKET TRUCK, TRAFFIC SIGNAL MAINT. TECH - LEAD - PW MAINT.	360.60	
R	COMPUTER SERVICE COMPANY	10920	1089743	4/2/2020	600-01093	11/30/2019	BUCKET TRUCK, TRAFFIC SIGNAL MAINT. TECH - LEAD - PW MAINT.	80.91	**63,183.33**
R	CREATIVE ROTORCRAFT	11665	1089744	4/2/2020	1703	10/2/2019	50HR INSPECTION ON PD VEH. EQUIP. - HELICOPTER	936.88	
R	CREATIVE ROTORCRAFT	11665	1089744	4/2/2020	1732	1/5/2020	100 HR AIRFRAME & ENGINE INSPECTION - PD	2,507.04	
R	CREATIVE ROTORCRAFT	11665	1090031	4/9/2020	1765	3/30/2020	CYLINDER REPLACEMENT ON HELICOPTER - PD	1,702.38	**5,146.30**
R	CUDAHY	03220	1089822	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	200.43	**200.43**
R	CWEA (CALIF WATER ENVIRONMENT	09041	1090032	4/9/2020	ID:000325468I	6/30/2020	RENEW FY 20-21 MEMBERSHIP & CERT : ARTURO CHAVIRA (PW UTIL)	281.00	**281.00**
R	DAHL	03248	1089823	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	200.43	**200.43**
R	DARROW	01813	1089824	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	402.83	**402.83**
R	DE LA FUENTE	04392	1089825	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	148.03	**148.03**
R	DELONG UNLIMITED SCREEN	10329	1089745	4/2/2020	20-0346	3/17/2020	4 X 6 COVID-19 PRINTS - RUSH ORDER	1,940.40	**1,940.40**
R	DEMERJIAN	09296	1089826	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	DOMINGUEZ	06471	1089827	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	DOOLEY ENTERPRISES INC	01877	1090033	4/9/2020	56106	3/21/2020	9MM 115GR. FULL METAL J, 5.56MM 55 GR. FULL METAL - PD	6,335.70	**6,335.70**
R	DOYLE	03195	1089828	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	53.60	**53.60**
R	DUNN-EDWARDS CORP	04008	1090034	4/9/2020	2142347777	2/24/2020	SUPPLIES FOR PW MAINT.	639.14	
R	DUNN-EDWARDS CORP	04008	1090034	4/9/2020	2137340975	2/10/2020	SUPPLIES FOR PW MAINT.	463.16	
R	DUNN-EDWARDS CORP	04008	1090034	4/9/2020	2137341956	2/27/2020	SUPPLIES FOR PW MAINT.	440.21	**1,542.51**
R	DURAN	06362	1089829	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	148.03	**148.03**
R	ECKLER	03221	1089830	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,107.26	**1,107.26**
R	ELKIN JR	03321	1089831	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,263.45	**1,263.45**
R	ELLIS	03304	1089832	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	155.43	**155.43**
R	ESCALANTE	12579	1089833	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	213.31	**213.31**
R	ESPINOSA	04386	1089834	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	188.03	**188.03**
R	EUGENIO	09966	1089835	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	345.03	**345.03**
R	EVERETT	03223	1089836	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	539.86	**539.86**
R	EXPERIAN	02005	1090036	4/9/2020	CD2012003498	3/27/2020	CREDIT PROFILES FOR PD	77.48	**77.48**
R	FANARA	12334	1090037	4/9/2020	32520	3/25/2020	FEB & MAR 2020 TAI CHI CLASS INSTRUCTOR - P&R	39.00	**39.00**
R	FEDEX	02029	1090038	4/9/2020	6-956-78345	3/13/2020	COURIER SVCS RELATED TO COVID-19 (ENGINEERING)	210.26	
R	FEDEX	02029	1090038	4/9/2020	6-935-18905	2/21/2020	COURIER SVCS FOR ENGINEERING DIV.	136.74	
R	FEDEX	02029	1090038	4/9/2020	6-963-00949	3/20/2020	COURIER SVCS RELATED TO COVID-19 (ENGINEERING)	147.51	
R	FEDEX	05470	1090039	4/9/2020	940258961764	3/11/2020	COURIER SVCS FOR UTILITIES DEPT.	10.19	**504.70**
R	FENTRESS	03245	1089837	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,189.78	**1,189.78**
R	FETNER	05123	1089838	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,552.65	**1,552.65**

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	FISCHER	02048	1089839	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	525.39	**525.39**
R	FISHER	03306	1089840	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	864.82	**864.82**
R	FISK	03247	1089841	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	155.43	**155.43**
R	FLETCHER	03201	1089842	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	FLORES	05255	1089843	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	FONSECA	06361	1089844	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	485.39	**485.39**
R	FOURR	12000	1089845	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	FRASER	11932	1089846	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	FRONTIER	10610	1089746	4/2/2020	2091510457-03/20	3/19/2020	AC#209-151-0457-021898-5 (03/19/20-04/18/20) - PD	148.91	
R	FRONTIER	10610	1089746	4/2/2020	2091510457-02/20	2/19/2020	AC#209-151-0457-021898-5 (02/19/20-03/18/20) - PD	139.88	
R	FRONTIER	10610	1090041	4/9/2020	2091513234-03/20	3/22/2020	AC#209-151-3234-032798-5 (03/22/20-04/21/20)-PD	139.88	**428.67**
R	FRY	10726	1089847	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	FULLINGTON	03250	1089848	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	797.68	**797.68**
R	GALINDO	10577	1089849	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	469.42	**469.42**
R	GALLARDO	03207	1089850	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	GALVINIZED TERMITE & PEST	12487	1089747	4/2/2020	0015993	2/26/2020	BEE REMOVAL SVCS - PW MAINT.	400.00	**400.00**
R	GARNER	03279	1089851	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	134.00	**134.00**
R	GEE	03287	1089852	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,298.62	**1,298.62**
R	GEORGE, LESLIE E	03212	1089853	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	200.43	**200.43**
R	GEORGE, RICKIE D	10974	1089854	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,100.86	**1,100.86**
R	GERONIMO	02137	1089855	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	GIBBONEY	03280	1089856	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	944.66	**944.66**
R	GLASS	05578	1089857	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,189.78	**1,189.78**
R	GLOBALSTAR USA	02154	1089748	4/2/2020	1000000011069769	3/16/2020	ACCT#1.10029228 SATELLITE PHONE BILL - PD	576.62	**576.62**
R	GLUSKOTER	08277	1089858	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	341.29	**341.29**
R	GOLDEN STATE WATER COMPANY	02160	1090043	4/9/2020	2.26-3.26.20	3/27/2020	AC #5938830002 (02/26/20 - 03/26/20) - PW	67.15	**67.15**
R	GONDEK	08689	1089859	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,348.85	**1,348.85**
R	GONZALES	08691	1089860	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	402.13	**402.13**
R	GOODWIN	10578	1089861	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	GREER	03231	1089862	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	143.61	**143.61**
R	GROSSO	02199	1089863	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	GUZMAN, ALEX	03310	1089864	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	485.39	**485.39**
R	GUZMAN, DAVID	04478	1089865	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	148.03	**148.03**
R	HAGER, IRENE	03229	1089866	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	156.14	**156.14**
R	HAGER, STEPHEN	03316	1089867	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	HAIDET	03300	1089868	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	HALE	04540	1089869	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	864.82	**864.82**
R	HANSON AGGREGATES LLC	02233	1090046	4/9/2020	2076726	11/25/2019	WASHED PLASTER SAND FOR PW UTIL.	751.10	**751.10**
R	HASA, INC.	11900	1089749	4/2/2020	677260	3/24/2020	HASACHLOR FOR P&R AQUATIC CTR.	427.71	**427.71**
R	HAWKINSON	03268	1089870	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	200.43	**200.43**
R	HAYES	03242	1089871	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	HELLEIN	07060	1089872	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	525.39	**525.39**
R	HERNANDEZ, JESSE	04541	1089873	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,189.78	**1,189.78**
R	HERNANDEZ, SANTOS	09967	1089874	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	HERNANDEZ, VICTOR	02263	1089875	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,189.78	**1,189.78**
R	HIGA	08331	1089876	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,189.78	**1,189.78**
R	HOPKINS	02290	1089877	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	525.39	**525.39**

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	HUBBELL	03167	1089878	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	539.86	**539.86**
R	HUERTAS	04475	1089879	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	200.43	**200.43**
R	HUMBLE	11601	1090051	4/9/2020	3.24.20	3/25/2020	REIMB PPE/SAFETY EQUIP FROM TRUE VALUE - PWMD	63.76	**63.76**
R	HUNT	03259	1089880	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	200.43	**200.43**
R	HUTSELL	07048	1089881	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	485.39	**485.39**
R	INFOSEND, INC.	12193	1090052	4/9/2020	169320	3/26/2020	FEB 2020 EBPP MONTHLY MAINT., ENROLL CS FEE - TREAS.	528.25	
R	INFOSEND, INC.	12193	1090052	4/9/2020	169341	3/26/2020	JAN 2020 E-BUSINESS MONTHLY MAINT., ENROLL CS FEE, E-BILLS LOADED F	631.29	**1,159.54**
R	ISHIGAKI	03284	1089882	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	91.86	**91.86**
R	JARAMILLO	11057	1089883	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	485.39	**485.39**
R	JENKINS, JACK	11054	1089884	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	188.03	**188.03**
R	JENKINS, THOMAS	05787	1089885	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	JESKE	03289	1089886	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	539.86	**539.86**
R	JIMENEZ	02399	1089887	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	200.43	**200.43**
R	JOHANSON	03254	1089888	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,723.24	**1,723.24**
R	JOHNSON	04839	1089889	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	515.06	**515.06**
R	JOHNSTON	03238	1089890	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	525.39	**525.39**
R	JORGENSON INDUSTRIAL CO.	12529	1089751	4/2/2020	SI56872	2/6/2020	24 NS- 24X24X72 VANGUARD, REC HANDLE, 1 TIER, SR, SNGL DOOR FOR PI	7,355.28	**7,355.28**
R	KELLEY	03261	1089891	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	148.03	**148.03**
R	KENNY	03206	1089892	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	KING'S DISCOUNT BRAKE & TIRE	08747	1090053	4/9/2020	1-257669	2/25/2020	TIRES FOR PW MAINT DIV. PW -62 VEH.	418.00	**418.00**
R	KLEMS	03285	1089893	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	200.43	**200.43**
R	KOFF & ASSOCIATES	12225	1089752	4/2/2020	6017	3/5/2020	CLASSIFICATION STUDY - FINALIZE PLAN / DRAFT INTERIM & FINAL REPORT	1,112.00	**1,112.00**
R	KRIGBAUM	03294	1089894	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,189.78	**1,189.78**
R	KULM	04838	1089895	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	LAGERLOF, LLP.	13098	1089754	4/2/2020	03/02/20	3/2/2020	PROF LEGAL SVCS - CITY ATTY OFFICE	3,000.00	**3,000.00**
R	LANGAN	03232	1089896	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	LARRIVA	11055	1089897	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	525.39	**525.39**
R	LARSEN	02488	1089898	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	200.43	**200.43**
R	LAST	05991	1089899	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	200.43	**200.43**
R	LAZZARINI	03290	1089900	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	339.03	**339.03**
R	LEBLANC	04387	1089901	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	116.14	**116.14**
R	LEGERE	03318	1089902	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	525.39	**525.39**
R	LEONARD	03303	1089903	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	864.82	**864.82**
R	LEONARD CONSTRUCTION SERVICES	12759	1090054	4/9/2020	2020SL009	3/31/2020	MAR 2020 CONSTRUCTION INSPECTION SVCS - ENGINEERING DIV.	14,616.69	**14,616.69**
R	LINN	08259	1089904	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	491.75	**491.75**
R	LOPEZ, CARLOS	04760	1089905	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	200.43	**200.43**
R	LOPEZ, FRANK	11933	1089906	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	525.39	**525.39**
R	LOPEZ, ROBERT	03251	1089907	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	200.43	**200.43**
R	LOPEZ CONCRETE PUMPING INC	02555	1089755	4/2/2020	21741	2/11/2020	CONCRETE PUMPING FOR PW	410.00	**410.00**
R	LOS ANGELES COUNTY SHERIFF'S	02580	1089756	4/2/2020	203050VL	3/18/2020	FEB 2020 PRISONER MAINT - PD	171.91	
R	LOS ANGELES COUNTY SHERIFF'S	02580	1089756	4/2/2020	202913BL	3/10/2020	FEB 2020 INMATE MEAL SVCS - PD	1,263.24	**1,435.15**
R	LUJAN	06507	1089908	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	468.57	**468.57**
R	MACHLIS	05256	1089909	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	188.03	**188.03**
R	MACKINTOSH	03226	1089910	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	335.93	**335.93**
R	MAGANA	03266	1089911	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	200.43	**200.43**
R	MALONE	04390	1089912	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	148.03	**148.03**
R	MANAGED HEALTH NETWORK	11097	1089757	4/2/2020	PRM-050636	3/17/2020	APR 2020 EMPLOYEE ASSISTANCE PROGRAM - HR	809.60	**809.60**

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	MARIN	09312	1089913	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	MARRUJO	04389	1089914	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	MASTERSON	03168	1089915	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	144.18	**144.18**
R	MATTHEWS	03277	1089916	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	864.82	**864.82**
R	MEDINA	03282	1089917	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	MENART	10334	1089918	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	525.39	**525.39**
R	MENDEZ	12001	1089919	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	525.39	**525.39**
R	MENDOZA	08001	1089920	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	MERCURY FENCE CO., INC.	05768	1089758	4/2/2020	18306	3/6/2020	REPAIRS TO FENCE AND GATES 2 FIELDS - PW MAINT.	950.00	
R	MERCURY FENCE CO., INC.	05768	1089758	4/2/2020	18307	3/9/2020	REPAIRS TO FENCE AND GATES 2 FIELDS - PW MAINT.	985.00	**1,935.00**
R	METOYER	11697	1089921	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,189.78	**1,189.78**
R	MILLER	03314	1089922	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	525.39	**525.39**
R	MIRELES, JUAN	03255	1089923	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,749.60	**1,749.60**
R	MIRELES, PETER JR	03191	1089924	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	200.43	**200.43**
R	MITCHELL	03274	1089925	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	MORALES	03281	1089926	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	485.39	**485.39**
R	MORAZA	02742	1089927	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,050.78	**1,050.78**
R	MOSELEY	04955	1089928	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	946.81	**946.81**
R	MOTOROLA SOLUTIONS, INC.	02758	1089759	4/2/2020	16087939	1/6/2020	MOTOROLA RADIOS FOR PD	77,560.55	**77,560.55**
R	MOY	07049	1089929	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	200.43	**200.43**
R	MUSE	09373	1089930	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	MUSSENDEN	05550	1089931	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,335.62	**1,335.62**
R	NEUMEYER	05307	1089932	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	NOVA ELECTRIC	12226	1090057	4/9/2020	20	12/6/2019	REPAIRS TO XMAS LIGHTS AT VALLEY MALL - PW MAINT.	1,650.00	**1,650.00**
R	NUNEZ	04516	1089933	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	200.43	**200.43**
R	OGDEN	03192	1089934	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	856.34	**856.34**
R	OLIVA	07050	1089935	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	OLIVER	03169	1089936	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	200.43	**200.43**
R	ONWARD ENGINEERING	10756	1089760	4/2/2020	5185	3/6/2020	SRVC THRU 02/29/20 DURFEE AVE/RAMONA SIDEWALK IMP. CIP #002 - EN	240.00	**240.00**
R	PACHO	10310	1089937	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	525.39	**525.39**
R	PAWASARAT	03299	1089938	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	663.13	**663.13**
R	PEACE OFFICERS RESEARCH ASSOC	11391	1090058	4/9/2020	574500	3/3/2020	APR-JUN 2020 RESERVE OFFICERS LEGAL DEFENSE FUND - PD	121.50	**121.50**
R	PEACE OFFICERS RESEARCH ASSOC	11071	1090059	4/9/2020	271375	3/3/2020	APR-JUN 2020 RESERVE OFFICERS MEMBERSHIP DUES - PD	108.00	**108.00**
R	PENNEY	05306	1089939	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,189.78	**1,189.78**
R	PEREA JR	03244	1089940	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	PHILADELPHIA SECURITY PRODUCTS	13007	1090060	4/9/2020	144899A	3/5/2020	MAGNUM PADLOCKS FOR PW MAINT.	1,286.45	**1,286.45**
R	PITNEY BOWES GLOBAL FINANCIAL	10164	1090061	4/9/2020	3103870264	3/30/2020	MAILING SYSTEM LEASE 01/30/20 - 04/29/20 - CITY CLERKS	852.09	**852.09**
R	POLANCO JR	11056	1089941	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	POPPERWELL	03278	1089942	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	POTIKOM	03292	1089943	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	PREST	07051	1089944	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	451.75	**451.75**
R	PRIETO	03218	1089945	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	506.24	**506.24**
R	PRIME ACTUARIAL CONSULTING LLC	13101	1089761	4/2/2020	27534	1/30/2020	ACTUARIAL REVIEW OF WORKERS' COMP PROGRAM - HR/RM	2,250.00	**2,250.00**
R	PROVIDENTE	06673	1089946	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	436.64	**436.64**
R	PUENTE READY MIX, INC.	11252	1090063	4/9/2020	94770	2/11/2020	READY MIX FOR PW MAINT.	1,110.23	**1,110.23**
R	QUIROZ	10432	1089947	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	525.39	**525.39**
R	RAFTELIS	12467	1090016	4/9/2020	13812	1/16/2020	DEC 2019 WATER RATE STUDY - PW UTIL.	4,627.78	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	RAFTELIS	12467	1090016	4/9/2020	14177	2/13/2020	JAN 2020 WATER RATE STUDY - PW UTIL.	570.00	
R	RAFTELIS	12467	1090016	4/9/2020	13584	12/10/2019	NOV 2019 WATER RATE STUDY - PW UTIL.	1,015.00	
R	RAFTELIS	12467	1090016	4/9/2020	14298	3/10/2020	FEB 2020 WATER RATE STUDY - PW UTIL.	1,092.50	**7,305.28**
R	RAMIREZ	03241	1089948	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	RAVAGO	03211	1089949	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	RENDON, MARIE E	07054	1089950	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	RENDON, MICHAEL	07053	1089951	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	RENEER	05579	1089952	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	864.82	**864.82**
R	REYBURN	03230	1089953	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	973.66	**973.66**
R	REYES	03319	1089954	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	148.03	**148.03**
R	REYNOSO	10585	1089762	4/2/2020	7.16.19-2.25.20	4/1/2020	REPLENISH SIT PETTY CASH FUND (7/16/19 - 2/25/20)	1,615.77	**1,615.77**
R	RIOS	10311	1089955	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,487.34	**1,487.34**
R	ROACH	07444	1089956	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	RODARTE, DANIEL	11874	1089957	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	485.39	**485.39**
R	RODARTE, OLIVIA	03217	1089958	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	485.39	**485.39**
R	RODRIGUEZ, JACK	13075	1089959	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	4,462.02	**4,462.02**
R	RODRIGUEZ, JESUS M.	11185	1089960	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	525.39	**525.39**
R	ROJAS	03151	1089764	4/2/2020	03.30.20	3/30/2020	REIMB. OF PURCHASE OF 50 BAGS OF PINTO BEANS FOR DONAITON TO RE!	2,000.00	**2,000.00**
R	ROMAN	03305	1089961	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	525.39	**525.39**
R	ROMERO	04476	1089962	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	148.03	**148.03**
R	SALAZAR	04391	1089963	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	SAM'S CLUB DIRECT	03365	1090064	4/9/2020	000000	2/28/2020	AIR FRESHENER - CMO	29.17	
R	SAM'S CLUB DIRECT	03365	1090064	4/9/2020	2404	2/24/2020	BOTTLE WATER, COOKIE TRAY, SODA - CMO	234.22	
R	SAM'S CLUB DIRECT	03365	1090064	4/9/2020	3838	2/26/2020	CUPS FOR CMO	26.32	
R	SAM'S CLUB DIRECT	03365	1090064	4/9/2020	4357	3/5/2020	BOTTLE WATER, FIG BARS - CMO	41.68	
R	SAM'S CLUB DIRECT	03365	1090064	4/9/2020	000000	2/28/2020	FRITO-LAY, GRANOLA BARS, PLANTERS NUTS, POPCORN - CMO	78.15	
R	SAM'S CLUB DIRECT	03365	1090064	4/9/2020	6815	3/11/2020	MM 45 PACK PLUS CRV - CMO	11.22	
R	SAM'S CLUB DIRECT	03362	1090065	4/9/2020	0703	3/30/2020	COFFEECAKE, DONETTES FOR ELDERLY NUTRITION PRG - SR CTR	83.40	**504.16**
R	SAN GABRIEL VALLEY TRIBUNE	03391	1090066	4/9/2020	0011370689	3/7/2020	AC#5007704 CODE AMENDMENT NO. 772 PUBLISHED 03/7/20 - ECON DEV	1,445.00	
R	SAN GABRIEL VALLEY TRIBUNE	03391	1090067	4/9/2020	0011356229	1/24/2020	AC#5007704 PUBLIC NOTICES CITY OF EL MONTE - CTY CLK	1,422.50	**2,867.50**
R	SANCHEZ	03175	1089964	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	SANTANA	09313	1089965	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	SC FUELS	10059	1090070	4/9/2020	219657	3/15/2020	PUB WKS FUEL (03/01/20-03/15/20)	5,183.13	
R	SC FUELS	10059	1090070	4/9/2020	0225774	3/31/2020	NEIGHBORHOOD SVCS FUEL (03/15/20 - 03/31/20)	74.78	
R	SC FUELS	10059	1090070	4/9/2020	0219630	3/15/2020	P&R FUEL (03/01/20 - 03/15/20)	26.33	**5,284.24**
R	SCATCHARD	03222	1089966	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	200.43	**200.43**
R	SCHIRMER	10114	1089967	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	451.75	**451.75**
R	SCHUSTER, MARGARET	03264	1089968	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	506.24	**506.24**
R	SCHUSTER, STEVEN E	10149	1089969	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,723.24	**1,723.24**
R	SCP DISTRIBUTORS LLC	03344	1089766	4/2/2020	N4550650	3/18/2020	MULTIPORT VALVE TOP ASSY, DIVERTER SEAL - P&R	476.64	**476.64**
R	SEPULVEDA	10975	1089970	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	485.39	**485.39**
R	SHEPPARD MULLIN RICHTER &	07986	1089767	4/2/2020	300095762	11/19/2019	OCT 2019 - PROF SVCS - GATEWAY TRANSIT COMM. PROJ. INVOICE FOR CM	1,220.00	**1,220.00**
R	SHERWOOD	03456	1089971	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	SIEDENTOPP	10113	1089972	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	SINNIG	03293	1089973	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	506.24	**506.24**
R	SMARDAN SUPPLY	03481	1089768	4/2/2020	S3494263.005	2/18/2020	GALV NIPPLES FOR PW MAINT.	114.52	**114.52**
R	SMART & FINAL	11740	1090071	4/9/2020	013238	3/30/2020	BOTTLE WATER FOR CMO	26.96	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	SMART & FINAL	03484	1090072	4/9/2020	013727	4/1/2020	SUPPLIES FOR SPRING CRAFT GIVEAWAY - P&R	420.45	
R	SMART & FINAL	03487	1090073	4/9/2020	047859	3/24/2020	REUSABLE & FREEZER BAGS FOR ELDERLY NUTRITION PRG - SR CTR	182.04	
R	SMART & FINAL	03487	1090073	4/9/2020	012734	3/25/2020	T-SHIRT BAGS FOR ELDERLY NUTRITION PROGRAM - SR CTR	24.19	**653.64**
R	SNAP ON TOOLS/PAUL PORRETTA	03496	1090074	4/9/2020	2052050439	2/18/2020	CORDLESS CORE BUNDLE, AIR IMPACT LONG ANVIL FOR PW MAINT.	3,517.64	**3,517.64**
R	SNOOK	03291	1089974	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	864.82	**864.82**
R	SOSA	07371	1089975	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	441.10	**441.10**
R	SOUTHWEST SCHOOL & OFFICE	03540	1089773	4/2/2020	PINV0699192	3/17/2020	BORDERS, LADYBUGS, POP-ITS FOR P&R	9.08	**9.08**
R	SPECIAL SERVICES GROUP LLC	10962	1089774	4/2/2020	12464	3/10/2020	RENEWAL OF STATIC ANNUAL COVERT TRACK SVCS, GPS, AUDIO/VIDEO FO	720.00	**720.00**
R	SPERRY	03307	1089976	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	807.34	**807.34**
R	STACY	03257	1089977	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,189.78	**1,189.78**
R	STANLEY	12592	1089978	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	STATES	10139	1089979	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,189.78	**1,189.78**
R	STEVENS	12166	1089980	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	525.39	**525.39**
R	SULLIVAN	03295	1089981	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	845.67	**845.67**
R	T-MOBILE	03624	1090082	4/9/2020	2.21-3.20.20	3/21/2020	ACCT#951296420 (02/21/20 - 03/20/20) ECON DEV	102.30	**102.30**
R	TALAMANTEZ	07055	1089982	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	485.39	**485.39**
R	TCHARKHOUTIAN	05845	1089983	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	633.23	**633.23**
R	TED JOHNSON PROPANE	10543	1089775	4/2/2020	119462	3/1/2020	PROPANE FOR PW MAINT DIV.	20.00	**20.00**
R	TELECOM LAW FIRM	11632	1089776	4/2/2020	8010	3/26/2020	3/18/20 DRAFT TEMPLATE COMMUNICATIONS SITE LICENSE AGREEMENT	2,000.00	**2,000.00**
R	TEP	12902	1090078	4/9/2020	1713	12/5/2019	SIGNAL DESIGN: SANTA ANIT AT MCGIRK - ENGINEERING DIV.	4,250.00	
R	TEP	12902	1090078	4/9/2020	1726	3/9/2020	SIGNAL DESIGN: SANTA ANITA AT MCGIRK, INTERSECTION FIELD SURVEY, M	15,679.00	**19,929.00**
R	THE COUNSELING TEAM INT'L	09884	1090079	4/9/2020	75500	2/5/2020	CRISIS INTERVENTION 12/05/19 FOR HR	1,575.00	**1,575.00**
R	THE RAMSAY GROUP	09935	1090080	4/9/2020	001	3/3/2020	MAR 2020 CONSOLIDATED PLAN / ANALYSIS OF IMPEDIMENTS RESEARCH,	5,997.50	**5,997.50**
R	THE SAUCE CREATIVE SVCS CORP.	04961	1090081	4/9/2020	4067	2/12/2020	WINTER QUARTERLY NEWSLETTER - CMO	8,235.90	**8,235.90**
R	THOMAS	06701	1089984	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	973.26	**973.26**
R	THOMPSON	03208	1089985	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	TIME WARNER CABLE	03671	1089777	4/2/2020	0669027031320	3/13/2020	ACCT#8448 30 018 0669027 (3/13/20 - 4/12/20 COMMUNITY CTR)	575.13	**575.13**
R	TIMKEN II	09283	1089986	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	525.39	**525.39**
R	TIMMINS	13074	1089987	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,050.78	**1,050.78**
R	TORRES CONSULTING	13102	1089778	4/2/2020	550	2/11/2020	COMMUNITY OUTREACH FOR 2/8/20 COFFEE WITH CITY MGR	1,500.00	**1,500.00**
R	TOWNSEND PUBLIC AFFAIRS INC	09921	1090083	4/9/2020	15771	4/1/2020	APR 2020 - CONSULTING SVCS FOR CMO	4,500.00	**4,500.00**
R	TROMP	08260	1089988	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	TULA	05251	1089989	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	200.43	**200.43**
R	TURNER	03297	1089990	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,189.78	**1,189.78**
R	TYLER TECHNOLOGIES	03723	1089779	4/2/2020	045-296535	3/18/2020	CAFR STATEMENT BUILDER LICENSE FEE - FINANCE	15,000.00	**15,000.00**
R	U.S. BANK INSTITUTIONAL TRUST	08004	1088127	1/9/2020	AE-EXS00B 02.01.20	12/23/2019	REVERSE VOID CK #1088127 (DBL PYMT, VENDOR TO CREDIT CITY ON MAY	32,203.00	
R	U.S. BANK INSTITUTIONAL TRUST	08004	1090085	4/9/2020	AE-EXS00B 05.01.20	3/30/2020	PUB. AGY RET. SVCS EXCESS BEN PLAN 05/01/2020	32,203.00	**64,406.00**
R	UNITED RENTALS (NORTH AMERICA)	03748	1089780	4/2/2020	176098819-004	2/13/2020	SCISSOR LIFT RENTAL FOR COMM CTR HOLIDAY HOUSE - PWMD	168.38	**168.38**
R	VAIL	06360	1089991	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	525.39	**525.39**
R	VALENTI-COHEN	03189	1089992	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	VALENZUELA	03778	1089993	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	VULCAN MATERIALS COMPANY	03824	1089781	4/2/2020	72491778	2/10/2020	203 3C3 PG64-10 ENVIRONMENTAL FEE -AGG & ASPHALT FOR PW MAINT.	472.01	**472.01**
R	WATERMAN	03256	1089994	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	630.56	**630.56**
R	WEINTRAUB	05640	1089995	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	200.43	**200.43**
R	WELCH	03258	1089996	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	778.48	**778.48**
R	WELDON, ANGELA	10976	1089997	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	200.43	**200.43**
R	WELDON, KENNETH	05180	1089998	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	1,268.06	**1,268.06**

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	WENRICK	12233	1089999	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	440.93	**440.93**
R	WEX BANK	12659	1089782	4/2/2020	64317003	3/6/2020	ACCT #0496-00-477733-0 SHELL FUEL 02/10/20 - 03/06/20 FOR PD	517.25	**517.25**
R	WHARY II	03312	1090000	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	672.46	**672.46**
R	WILLIAMS	09965	1090002	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	525.39	**525.39**
R	WILLIAMS JR.	07056	1090001	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	845.67	**845.67**
R	WILLS	03903	1090003	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	485.39	**485.39**
R	WONG	03309	1090004	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	630.56	**630.56**
R	YOUNGQUIST	03953	1090005	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM	525.39	**525.39**
R	ZAJC	03219	1090006	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	ZINK	03301	1090007	4/8/2020	SUBSDY APR 20	4/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	**Regular Vendor Total**								**573,781.59**
T	EWING IRRIGATION PRODUCTS	02003	1090035	4/9/2020	9146594	2/27/2020	SUPPLIES FOR PW MAINT.	274.03	
T	EWING IRRIGATION PRODUCTS	02003	1090035	4/9/2020	9146595	2/27/2020	SUPPLIES FOR PW MAINT.	170.42	**444.45**
T	GRAINGER	02183	1090045	4/9/2020	9459287976	2/28/2020	RECIPROCATING SAW BLADE FOR PW UTIL DEPT	116.17	
T	GRAINGER	02183	1090045	4/9/2020	9459669348	2/28/2020	PUMP FOR PW UTIL DEPT	1,486.71	**1,602.88**
T	HOME DEPOT	02285	1089750	4/2/2020	1512739	3/17/2020	DOORSTOPS, KCIKDOWN SN, DISH FOAM ROLL, TAPE, TAPE DISP., BOXES F	323.04	
T	HOME DEPOT	02285	1089750	4/2/2020	9523483	3/9/2020	PUSHBROOM, DOORSTOP, SPONGE, CABLE TIES, NIFTY NABBER, TAPE, LEV	440.29	
T	HOME DEPOT	06479	1090050	4/9/2020	4904048	2/11/2020	RNTL CHRG, RNTL DMG FOR PW MAINT.	250.00	
T	HOME DEPOT	06479	1090050	4/9/2020	6542258	2/11/2020	GOPHER TRAPS, DAZZLE TWINE FOR PW MAINT DIV.	121.65	
T	HOME DEPOT	06479	1090050	4/9/2020	2024804	2/25/2020	PRIME DOUG FIR, STOPS RUST GLOSS HUNTER GRN, MULTI TEXT AGED IRO	70.19	
T	HOME DEPOT	06479	1090050	4/9/2020	8283261	3/10/2020	GARDEN VALVE FPT FOR PW UTIL.	26.90	
T	HOME DEPOT	06479	1090050	4/9/2020	6903915	2/11/2020	E-DEP FOR PW MAINT	1.00	
T	HOME DEPOT	06479	1090050	4/9/2020	111073	1/28/2020	MICROWAVE BL FOR PW MAINT.	219.96	
T	HOME DEPOT	06479	1090050	4/9/2020	9904428	2/18/2020	RNTL CHRG, RNTL DMG FOR PW MAINT.	110.00	
T	HOME DEPOT	06479	1090050	4/9/2020	2044402	2/25/2020	ANCHOR ADHESIVE FOR PW MAINT.	55.15	
T	HOME DEPOT	06479	1090050	4/9/2020	8283262	3/10/2020	POOL MURIATIC ACID FOR PW UTIL.	24.16	
T	HOME DEPOT	06479	1090050	4/9/2020	9904389	2/18/2020	E-DEP FOR PW MAINT.	150.00	
T	HOME DEPOT	06479	1090050	4/9/2020	3020178	3/5/2020	BRUSH, THN AGL SASH, WOOD FILLER, WOOD FINISH SATIN FOR PW MAIN	100.62	
T	HOME DEPOT	06479	1090050	4/9/2020	3182677	3/5/2020	RECYCLE BIN FOR PW MAINT.	32.84	
T	HOME DEPOT	06479	1090050	4/9/2020	2470836	2/5/2020	100' FG LONG TAPE FOR PW MAINT.	18.67	
T	HOME DEPOT	06479	1090050	4/9/2020	1044624	2/26/2020	PLYWOOD, PVC EL45, PVC 90EL FOR PW MAINT.	719.91	
T	HOME DEPOT	06479	1090050	4/9/2020	1903596	2/6/2020	RNTL CHRG, RNTL DMG FOR PW MAINT.	137.50	
T	HOME DEPOT	06479	1090050	4/9/2020	4023252	2/13/2020	OOK FR CLEAT 100LB, RATCHET, TGGLE BLT M-HD DRL FOR PW MAINT.	77.32	
T	HOME DEPOT	06479	1090050	4/9/2020	6301354	2/11/2020	12" SQ. DECORATIVE GRATE FOR PW MAINT.	28.83	
T	HOME DEPOT	06479	1090050	4/9/2020	2903545	2/5/2020	E-DEP FOR PW MAINT.	1.00	**2,909.03**
T	SAN GABRIEL VALLEY WATER CO	03406	1089765	4/2/2020	031530-03/20	3/27/2020	AC#1-1-911-0315-3-0 (02/26-03/26/20)	667.85	
T	SAN GABRIEL VALLEY WATER CO	03406	1089765	4/2/2020	016610-03/20	3/27/2020	AC#1-1-911-0166-1-0 (02/26-03/26/20)	1,884.05	
T	SAN GABRIEL VALLEY WATER CO	03406	1089765	4/2/2020	007650-03/20	3/27/2020	AC#1-1-911-0076-5-0 (02/26-03/26/20)	114.38	
T	SAN GABRIEL VALLEY WATER CO	03406	1090068	4/9/2020	123501-04/20	4/2/2020	AC#1-1-001-1235-0-1 (03/02-04/01/20)	183.04	
T	SAN GABRIEL VALLEY WATER CO	03406	1090068	4/9/2020	487000-04/20	4/2/2020	AC#1-1-003-4870-0-0 (03/02-04/01/20)	22.87	**2,872.19**
T	SOUTHERN CALIFORNIA EDISON	03520	1089769	4/2/2020	5362767-0320	3/24/2020	AC#2-01-536-2767 (02/21-03/23/20)	11.50	
T	SOUTHERN CALIFORNIA EDISON	03520	1089769	4/2/2020	9887308-0320	3/26/2020	AC#2-00-988-7308 (02/25-03/25/20)	7.36	
T	SOUTHERN CALIFORNIA EDISON	03520	1089769	4/2/2020	5364235-0320	3/26/2020	AC#2-01-536-4235 (02/25-03/25/20)	14.56	
T	SOUTHERN CALIFORNIA EDISON	03520	1089769	4/2/2020	5363658-0320	3/26/2020	AC#2-01-536-3658 (02/25-03/25/20)	10.06	
T	SOUTHERN CALIFORNIA EDISON	03520	1089769	4/2/2020	5362601-0320	3/27/2020	AC#2-01-536-2601 (02/26-03/26/20)	3,274.16	
T	SOUTHERN CALIFORNIA EDISON	03520	1089769	4/2/2020	5362759-0320	3/24/2020	AC#2-01-536-2759 (02/21-03/23/20)	197.66	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
T	SOUTHERN CALIFORNIA EDISON	03520	1089769	4/2/2020	5365000-0320	3/27/2020	AC#2-01-536-5000 (02/26-03/26/20)	45.98	
T	SOUTHERN CALIFORNIA EDISON	03520	1089769	4/2/2020	5364987-0320	3/27/2020	AC#2-01-536-4987 (02/26-03/26/20)	42.33	
T	SOUTHERN CALIFORNIA EDISON	03520	1089769	4/2/2020	5364813-0320	3/24/2020	AC#2-01-536-4813 (02/21-03/23/20)	37.21	
T	SOUTHERN CALIFORNIA EDISON	03520	1089769	4/2/2020	5362700-0320	3/25/2020	AC#2-01-536-2700 (02/24-03/24/20)	765.82	
T	SOUTHERN CALIFORNIA EDISON	03520	1089769	4/2/2020	5365117-0320	3/26/2020	AC#2-01-536-5117 (02/25-03/25/20)	51.54	
T	SOUTHERN CALIFORNIA EDISON	03520	1089769	4/2/2020	5365174-0320	3/26/2020	AC#2-01-536-5174 (02/25-03/25/20)	45.39	
T	SOUTHERN CALIFORNIA EDISON	03520	1089769	4/2/2020	5364938-0320	3/25/2020	AC#2-01-536-4938 (02/24-03/24/20)	40.13	
T	SOUTHERN CALIFORNIA EDISON	03520	1089769	4/2/2020	5364441-0320	3/28/2020	AC#2-01-536-4441 (02/27-03/27/20)	29.57	
T	SOUTHERN CALIFORNIA EDISON	03520	1089769	4/2/2020	5362627-0320	3/28/2020	AC#2-01-536-2627 (02/27-03/27/20)	1,472.71	
T	SOUTHERN CALIFORNIA EDISON	03520	1089769	4/2/2020	5365034-0320	3/27/2020	AC#2-01-536-5034 (02/26-03/26/20)	79.21	
T	SOUTHERN CALIFORNIA EDISON	03520	1089769	4/2/2020	5365141-0320	3/26/2020	AC#2-01-536-5141 (02/25-03/25/20)	45.84	
T	SOUTHERN CALIFORNIA EDISON	03520	1089769	4/2/2020	5365208-0320	3/26/2020	AC#2-01-536-5208 (02/25-03/25/20)	42.19	
T	SOUTHERN CALIFORNIA EDISON	03520	1089769	4/2/2020	5363690-0320	3/26/2020	AC#2-01-536-3690 (02/25-03/25/20)	31.13	
T	SOUTHERN CALIFORNIA EDISON	03520	1089769	4/2/2020	5363211-0320	3/24/2020	AC#2-01-536-3211 (02/21-03/23/20)	250.03	
T	SOUTHERN CALIFORNIA EDISON	03520	1089769	4/2/2020	5364706-0320	3/27/2020	AC#2-01-536-4706 (02/26-03/26/20)	49.93	
T	SOUTHERN CALIFORNIA EDISON	03520	1089769	4/2/2020	5363153-0320	3/26/2020	AC#2-01-536-3153 (02/25-03/25/20)	44.19	
T	SOUTHERN CALIFORNIA EDISON	03520	1089769	4/2/2020	5365067-0320	3/27/2020	AC#2-01-536-5067 (02/26-03/26/20)	39.25	
T	SOUTHERN CALIFORNIA EDISON	03520	1089769	4/2/2020	5364631-0320	3/28/2020	AC#2-01-536-4631 (02/27-03/27/20)	26.36	
T	SOUTHERN CALIFORNIA EDISON	03520	1089769	4/2/2020	5364748-0320	3/26/2020	AC#2-01-536-4748 (02/25-03/25/20)	11.28	
T	SOUTHERN CALIFORNIA EDISON	03520	1089769	4/2/2020	9888025-0320	3/25/2020	AC#2-00-988-8025 (02/24-03/24/20)	7.12	
T	SOUTHERN CALIFORNIA EDISON	03520	1089769	4/2/2020	5364623-0320	3/25/2020	AC#2-01-536-4623 (02/24-03/24/20)	18.52	
T	SOUTHERN CALIFORNIA EDISON	03520	1089769	4/2/2020	5364664-0320	3/26/2020	AC#2-01-536-4664 (02/25-03/25/20)	10.57	
T	SOUTHERN CALIFORNIA EDISON	03520	1089770	4/2/2020	5367527-0320	3/26/2020	AC#2-01-536-7527 (02/25-03/25/20)	164.33	
T	SOUTHERN CALIFORNIA EDISON	03520	1089770	4/2/2020	5367295-0320	3/24/2020	AC#2-01-536-7295 (02/21-03/23/20)	94.47	
T	SOUTHERN CALIFORNIA EDISON	03520	1089770	4/2/2020	5367006-0320	3/26/2020	AC#2-01-536-7006 (02/25-03/25/20)	75.40	
T	SOUTHERN CALIFORNIA EDISON	03520	1089770	4/2/2020	9887217-0320	3/25/2020	AC#2-00-988-7217 (02/24-03/24/20)	59.00	
T	SOUTHERN CALIFORNIA EDISON	03520	1089770	4/2/2020	5367501-0320	3/26/2020	AC#2-01-536-7501 (02/25-03/25/20)	50.52	
T	SOUTHERN CALIFORNIA EDISON	03520	1089770	4/2/2020	5365521-0320	3/28/2020	AC#2-01-536-5521 (02/27-03/27/20)	44.66	
T	SOUTHERN CALIFORNIA EDISON	03520	1089770	4/2/2020	5367204-0320	3/26/2020	AC#2-01-536-7204 (02/25-03/25/20)	20.79	
T	SOUTHERN CALIFORNIA EDISON	03520	1089770	4/2/2020	5367097-0320	3/26/2020	AC#2-01-536-7097 (02/25-03/25/20)	125.28	
T	SOUTHERN CALIFORNIA EDISON	03520	1089770	4/2/2020	5365224-0320	3/26/2020	AC#2-01-536-5224 (02/25-03/25/20)	77.01	
T	SOUTHERN CALIFORNIA EDISON	03520	1089770	4/2/2020	5367857-0320	3/28/2020	AC#2-01-536-7857 (02/27-03/27/20)	62.07	
T	SOUTHERN CALIFORNIA EDISON	03520	1089770	4/2/2020	5365273-0320	3/26/2020	AC#2-01-536-5273 (02/25-03/25/20)	50.67	
T	SOUTHERN CALIFORNIA EDISON	03520	1089770	4/2/2020	9887597-0320	3/26/2020	AC#2-00-988-7597 (02/25-03/25/20)	45.13	
T	SOUTHERN CALIFORNIA EDISON	03520	1089770	4/2/2020	5367212-0320	3/26/2020	AC#2-01-536-7212 (02/25-03/25/20)	30.13	
T	SOUTHERN CALIFORNIA EDISON	03520	1089770	4/2/2020	5427669-0320	3/26/2020	AC#2-01-542-7669 (02/25-03/25/20)	10.06	
T	SOUTHERN CALIFORNIA EDISON	03520	1089770	4/2/2020	5366917-0320	3/26/2020	AC#2-01-536-6917 (02/25-03/25/20)	52.81	
T	SOUTHERN CALIFORNIA EDISON	03520	1089770	4/2/2020	5367337-0320	3/27/2020	AC#2-01-536-7337 (02/26-03/26/20)	50.09	
T	SOUTHERN CALIFORNIA EDISON	03520	1089770	4/2/2020	5367592-0320	3/26/2020	AC#2-01-536-7592 (02/25-03/25/20)	42.47	
T	SOUTHERN CALIFORNIA EDISON	03520	1089770	4/2/2020	5367568-0320	3/26/2020	AC#2-01-536-7568 (02/25-03/25/20)	13.34	
T	SOUTHERN CALIFORNIA EDISON	03520	1089770	4/2/2020	5366701-0320	3/25/2020	AC#2-01-536-6701 (02/24-03/24/20)	153.78	
T	SOUTHERN CALIFORNIA EDISON	03520	1089770	4/2/2020	5367147-0320	3/26/2020	AC#2-01-536-7147 (02/25-03/25/20)	86.60	
T	SOUTHERN CALIFORNIA EDISON	03520	1089770	4/2/2020	5365448-0320	3/28/2020	AC#2-01-536-5448 (02/27-03/27/20)	66.76	
T	SOUTHERN CALIFORNIA EDISON	03520	1089770	4/2/2020	5366883-0320	3/26/2020	AC#2-01-536-6883 (02/25-03/25/20)	51.66	
T	SOUTHERN CALIFORNIA EDISON	03520	1089770	4/2/2020	5367246-0320	3/26/2020	AC#2-01-536-7246 (02/25-03/25/20)	48.31	
T	SOUTHERN CALIFORNIA EDISON	03520	1089770	4/2/2020	9887779-0320	3/26/2020	AC#2-00-988-7779 (02/25-03/25/20)	38.19	
T	SOUTHERN CALIFORNIA EDISON	03520	1089770	4/2/2020	5367873-0320	3/28/2020	AC#2-01-536-7873 (02/27-03/27/20)	10.57	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
T	SOUTHERN CALIFORNIA EDISON	03520	1089770	4/2/2020	5367261-0320	3/27/2020	AC#2-01-536-7261 (02/26-03/26/20)	145.93	
T	SOUTHERN CALIFORNIA EDISON	03520	1089770	4/2/2020	5367667-0320	3/26/2020	AC#2-01-536-7667 (02/25-03/25/20)	78.91	
T	SOUTHERN CALIFORNIA EDISON	03520	1089770	4/2/2020	5367881-0320	3/28/2020	AC#2-01-536-7881 (02/27-03/27/20)	63.75	
T	SOUTHERN CALIFORNIA EDISON	03520	1089771	4/2/2020	9575061-0320	3/26/2020	AC#2-04-957-5061 (02/25-03/25/20)	802.32	
T	SOUTHERN CALIFORNIA EDISON	03520	1089771	4/2/2020	1785066-0320	3/26/2020	AC#2-41-178-5066 (02/25-03/25/20)	156.27	
T	SOUTHERN CALIFORNIA EDISON	03520	1089771	4/2/2020	5367931-0320	3/26/2020	AC#2-01-536-7931 (02/25-03/25/20)	42.91	
T	SOUTHERN CALIFORNIA EDISON	03520	1089771	4/2/2020	5367923-0320	3/26/2020	AC#2-01-536-7923 (02/25-03/25/20)	38.37	
T	SOUTHERN CALIFORNIA EDISON	03520	1089771	4/2/2020	3002509-0320	3/27/2020	AC#2-28-300-2509 (02/26-03/26/20)	20.34	
T	SOUTHERN CALIFORNIA EDISON	03520	1089771	4/2/2020	0252288-0320	3/26/2020	AC#2-19-025-2288 (02/25-03/25/20)	10.57	
T	SOUTHERN CALIFORNIA EDISON	03520	1089771	4/2/2020	3291205-0320	3/26/2020	AC#2-26-329-1205 (02/25-03/25/20)	7.66	
T	SOUTHERN CALIFORNIA EDISON	03520	1089771	4/2/2020	1232343-0320	3/27/2020	AC#2-21-123-2343 (02/26-03/26/20)	2,366.60	
T	SOUTHERN CALIFORNIA EDISON	03520	1089771	4/2/2020	5949403-0320	3/26/2020	AC#2-22-594-9403 (02/25-03/25/20)	223.40	
T	SOUTHERN CALIFORNIA EDISON	03520	1089771	4/2/2020	5700209-0320	3/27/2020	AC#2-14-570-0209 (02/26-03/26/20)	54.17	
T	SOUTHERN CALIFORNIA EDISON	03520	1089771	4/2/2020	3524167-0320	3/25/2020	AC#2-26-352-4167 (02/24-03/24/20)	39.84	
T	SOUTHERN CALIFORNIA EDISON	03520	1089771	4/2/2020	5368947-0320	3/28/2020	AC#2-01-536-8947 (02/27-03/27/20)	22.14	
T	SOUTHERN CALIFORNIA EDISON	03520	1089771	4/2/2020	3273088-0320	3/26/2020	AC#2-26-327-3088 (02/25-03/25/20)	10.94	
T	SOUTHERN CALIFORNIA EDISON	03520	1089771	4/2/2020	9084106-0320	3/26/2020	AC#2-23-908-4106 (02/25-03/25/20)	10.06	
T	SOUTHERN CALIFORNIA EDISON	03520	1089771	4/2/2020	5266873-0320	3/27/2020	AC#2-03-526-6873 (02/26-03/26/20)	365.81	
T	SOUTHERN CALIFORNIA EDISON	03520	1089771	4/2/2020	6888869-0320	3/24/2020	AC#2-39-688-8869 (02/19-03/19/20)	99.72	
T	SOUTHERN CALIFORNIA EDISON	03520	1089771	4/2/2020	0078469-0320	3/26/2020	AC#2-38-007-8469 (02/25-03/25/20)	42.47	
T	SOUTHERN CALIFORNIA EDISON	03520	1089771	4/2/2020	5368079-0320	3/25/2020	AC#2-01-536-8079 (02/24-03/24/20)	37.78	
T	SOUTHERN CALIFORNIA EDISON	03520	1089771	4/2/2020	5368913-0320	3/26/2020	AC#2-01-536-8913 (02/25-03/25/20)	12.04	
T	SOUTHERN CALIFORNIA EDISON	03520	1089771	4/2/2020	3164360-0320	3/26/2020	AC#2-12-316-4360 (02/25-03/25/20)	10.57	
T	SOUTHERN CALIFORNIA EDISON	03520	1089771	4/2/2020	7999306-0320	3/24/2020	AC#2-27-799-9306 (02/21-03/23/20)	7.42	
T	SOUTHERN CALIFORNIA EDISON	03520	1089771	4/2/2020	8793555-0320	3/25/2020	AC#2-34-879-3555 (02/24-03/24/20)	3,403.40	
T	SOUTHERN CALIFORNIA EDISON	03520	1089771	4/2/2020	5368806-0320	3/26/2020	AC#2-01-536-8806 (02/25-03/25/20)	298.68	
T	SOUTHERN CALIFORNIA EDISON	03520	1089771	4/2/2020	0187679-0320	3/27/2020	AC#2-31-018-7679 (02/26-03/26/20)	98.55	
T	SOUTHERN CALIFORNIA EDISON	03520	1089771	4/2/2020	5367964-0320	3/26/2020	AC#2-01-536-7964 (02/25-03/25/20)	41.60	
T	SOUTHERN CALIFORNIA EDISON	03520	1089771	4/2/2020	3422251-0320	3/24/2020	AC#2-33-342-2251 (02/21-03/23/20)	37.15	
T	SOUTHERN CALIFORNIA EDISON	03520	1089771	4/2/2020	9613371-0320	3/24/2020	AC#2-20-961-3371 (02/21-03/23/20)	11.50	
T	SOUTHERN CALIFORNIA EDISON	03520	1089771	4/2/2020	8027482-0320	3/26/2020	AC#2-20-802-7482 (02/25-03/25/20)	10.31	
T	SOUTHERN CALIFORNIA EDISON	03520	1090075	4/9/2020	1938230-0420	4/1/2020	AC#2-01-193-8230 (03/01-04/01/20)	478.58	
T	SOUTHERN CALIFORNIA EDISON	03520	1090075	4/9/2020	5365315-0420	4/3/2020	AC#2-01-536-5315 (03/04-04/02/20)	60.47	
T	SOUTHERN CALIFORNIA EDISON	03520	1090075	4/9/2020	5365356-0420	4/4/2020	AC#2-01-536-5356 (03/05-04/03/20)	50.52	
T	SOUTHERN CALIFORNIA EDISON	03520	1090075	4/9/2020	5367808-0420	4/1/2020	AC#2-01-536-7808 (03/02-03/31/20)	42.91	
T	SOUTHERN CALIFORNIA EDISON	03520	1090075	4/9/2020	5363146-0420	4/4/2020	AC#2-01-536-3146 (03/05-04/03/20)	14.43	
T	SOUTHERN CALIFORNIA EDISON	03520	1090075	4/9/2020	5365091-0420	4/1/2020	AC#2-01-536-5091 (03/02-03/31/20)	223.00	
T	SOUTHERN CALIFORNIA EDISON	03520	1090075	4/9/2020	5365299-0420	4/3/2020	AC#2-01-536-5299 (03/04-04/02/20)	58.57	
T	SOUTHERN CALIFORNIA EDISON	03520	1090075	4/9/2020	5365919-0420	4/1/2020	AC#2-01-536-5919 (03/02-03/31/20)	50.37	
T	SOUTHERN CALIFORNIA EDISON	03520	1090075	4/9/2020	5363260-0420	4/4/2020	AC#2-01-536-3260 (03/05-04/03/20)	42.24	
T	SOUTHERN CALIFORNIA EDISON	03520	1090075	4/9/2020	5364599-0420	4/1/2020	AC#2-01-536-4599 (03/02-03/31/20)	10.57	
T	SOUTHERN CALIFORNIA EDISON	03520	1090075	4/9/2020	1938149-0420	4/2/2020	AC#2-01-193-8149 (03/01-04/01/20)	1,706.57	
T	SOUTHERN CALIFORNIA EDISON	03520	1090075	4/9/2020	5366479-0420	4/2/2020	AC#2-01-536-6479 (03/01-04/01/20)	134.49	
T	SOUTHERN CALIFORNIA EDISON	03520	1090075	4/9/2020	5365851-0420	4/1/2020	AC#2-01-536-5851 (03/02-03/31/20)	54.62	
T	SOUTHERN CALIFORNIA EDISON	03520	1090075	4/9/2020	5367790-0420	4/4/2020	AC#2-01-536-7790 (03/05-04/03/20)	50.22	
T	SOUTHERN CALIFORNIA EDISON	03520	1090075	4/9/2020	5367394-0420	4/4/2020	AC#2-01-536-7394 (01/07-02/05/20)	38.52	
T	SOUTHERN CALIFORNIA EDISON	03520	1090075	4/9/2020	5362734-0420	4/1/2020	AC#2-01-536-2734 (06/25-07/25/19)	6.98	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
T	SOUTHERN CALIFORNIA EDISON	03520	1090075	4/9/2020	5362684-0420	4/4/2020	AC#2-01-536-2684 (03/05-04/03/20)	1,201.69	
T	SOUTHERN CALIFORNIA EDISON	03520	1090075	4/9/2020	5365307-0420	4/3/2020	AC#2-01-536-5307 (03/04-04/02/20)	62.07	
T	SOUTHERN CALIFORNIA EDISON	03520	1090075	4/9/2020	5365950-0420	4/1/2020	AC#2-01-536-5950 (03/02-03/31/20)	54.33	
T	SOUTHERN CALIFORNIA EDISON	03520	1090075	4/9/2020	5364243-0420	4/2/2020	AC#2-01-536-4243 (03/03-04/01/20)	49.05	
T	SOUTHERN CALIFORNIA EDISON	03520	1090075	4/9/2020	5365893-0420	4/2/2020	AC#2-01-536-5893 (03/01-04/01/20)	17.19	
T	SOUTHERN CALIFORNIA EDISON	03520	1090076	4/9/2020	3130321-0420	4/1/2020	AC#2-02-313-0321 (03/02-03/31/20)	4,224.75	
T	SOUTHERN CALIFORNIA EDISON	03520	1090076	4/9/2020	5366149-0320	3/31/2020	AC#2-01-536-6149 (02/28-03/30/20)	66.03	
T	SOUTHERN CALIFORNIA EDISON	03520	1090076	4/9/2020	4836354-0320	3/31/2020	AC#2-31-483-6354 (02/28-03/30/20)	54.67	
T	SOUTHERN CALIFORNIA EDISON	03520	1090076	4/9/2020	5365836-0320	3/31/2020	AC#2-01-536-5836 (02/28-03/30/20)	47.13	
T	SOUTHERN CALIFORNIA EDISON	03520	1090076	4/9/2020	0190574-0320	3/31/2020	AC#2-26-019-0574 (02/28-03/30/20)	41.89	
T	SOUTHERN CALIFORNIA EDISON	03520	1090076	4/9/2020	5368111-0420	4/2/2020	AC#2-01-536-8111 (03/01-04/01/20)	36.43	
T	SOUTHERN CALIFORNIA EDISON	03520	1090076	4/9/2020	0772888-0320	3/31/2020	AC#2-29-077-2888 (02/28-03/30/20)	17.59	
T	SOUTHERN CALIFORNIA EDISON	03520	1090076	4/9/2020	9122674-0420	4/1/2020	AC#2-23-912-2674 (03/02-03/31/20)	10.80	
T	SOUTHERN CALIFORNIA EDISON	03520	1090076	4/9/2020	3291221-0420	4/4/2020	AC#2-26-329-1221 (03/05-04/03/20)	7.58	
T	SOUTHERN CALIFORNIA EDISON	03520	1090076	4/9/2020	8130057-0420	4/1/2020	AC#2-28-813-0057 (03/02-03/31/20)	70.29	
T	SOUTHERN CALIFORNIA EDISON	03520	1090076	4/9/2020	5367972-0320	3/31/2020	AC#2-01-536-7972 (02/28-03/30/20)	57.40	
T	SOUTHERN CALIFORNIA EDISON	03520	1090076	4/9/2020	3585932-0420	4/1/2020	AC#2-19-358-5932 (03/02-03/31/20)	48.60	
T	SOUTHERN CALIFORNIA EDISON	03520	1090076	4/9/2020	5363294-0320	3/31/2020	AC#2-01-536-3294 (02/28-03/30/20)	44.30	
T	SOUTHERN CALIFORNIA EDISON	03520	1090076	4/9/2020	9159495-0420	4/2/2020	AC#2-27-915-9495 (03/01-04/01/20)	37.75	
T	SOUTHERN CALIFORNIA EDISON	03520	1090076	4/9/2020	5364771-0320	3/31/2020	AC#2-01-536-4771 (02/28-03/30/20)	22.93	
T	SOUTHERN CALIFORNIA EDISON	03520	1090076	4/9/2020	9129521-0420	4/1/2020	AC#2-23-912-9521 (03/02-03/31/20)	10.94	
T	SOUTHERN CALIFORNIA EDISON	03520	1090076	4/9/2020	3291254-0420	4/2/2020	AC#2-26-329-1254 (03/03-04/01/20)	7.58	
T	SOUTHERN CALIFORNIA EDISON	03520	1090076	4/9/2020	5363732-0320	3/31/2020	AC#2-01-536-3732 (02/28-03/30/20)	652.37	
T	SOUTHERN CALIFORNIA EDISON	03520	1090076	4/9/2020	5365802-0320	3/31/2020	AC#2-01-536-5802 (02/28-03/30/20)	58.42	
T	SOUTHERN CALIFORNIA EDISON	03520	1090076	4/9/2020	5367832-0420	4/2/2020	AC#2-01-536-7832 (03/03-04/01/20)	50.67	
T	SOUTHERN CALIFORNIA EDISON	03520	1090076	4/9/2020	3131683-0320	3/31/2020	AC#2-02-313-1683 (02/28-03/30/20)	45.30	
T	SOUTHERN CALIFORNIA EDISON	03520	1090076	4/9/2020	2630755-0420	4/2/2020	AC#2-33-263-0755 (03/01-04/01/20)	41.34	
T	SOUTHERN CALIFORNIA EDISON	03520	1090076	4/9/2020	9584205-0320	3/31/2020	AC#2-27-958-4205 (02/28-03/30/20)	29.10	
T	SOUTHERN CALIFORNIA EDISON	03520	1090076	4/9/2020	5368707-0420	4/2/2020	AC#2-01-536-8707 (03/01-04/01/20)	17.19	
T	SOUTHERN CALIFORNIA EDISON	03520	1090076	4/9/2020	3291239-0420	4/4/2020	AC#2-26-329-1239 (03/05-04/03/20)	7.90	
T	SOUTHERN CALIFORNIA EDISON	03520	1090076	4/9/2020	5363120-0320	3/31/2020	AC#2-01-536-3120 (02/28-03/30/20)	821.47	
T	SOUTHERN CALIFORNIA EDISON	03520	1090076	4/9/2020	9584460-0420	4/1/2020	AC#2-27-958-4460 (03/02-03/31/20)	59.90	
T	SOUTHERN CALIFORNIA EDISON	03520	1090076	4/9/2020	5364763-0320	3/31/2020	AC#2-01-536-4763 (02/28-03/30/20)	52.27	
T	SOUTHERN CALIFORNIA EDISON	03520	1090076	4/9/2020	8237349-0420	4/2/2020	AC#2-38-823-7349 (03/01-04/01/20)	46.88	
T	SOUTHERN CALIFORNIA EDISON	03520	1090076	4/9/2020	2747487-0420	4/2/2020	AC#2-36-274-7487 (03/01-04/01/20)	41.89	
T	SOUTHERN CALIFORNIA EDISON	03520	1090076	4/9/2020	5368178-0420	4/2/2020	AC#2-01-536-8178 (03/01-04/01/20)	34.40	
T	SOUTHERN CALIFORNIA EDISON	03520	1090076	4/9/2020	5368145-0420	4/2/2020	AC#2-01-536-8145 (03/01-04/01/20)	17.19	
T	SOUTHERN CALIFORNIA EDISON	03520	1090076	4/9/2020	3515496-0420	4/2/2020	AC#2-26-351-5496 (03/03-04/01/20)	10.06	
T	SOUTHERN CALIFORNIA EDISON	03520	1090076	4/9/2020	5362734-0420	4/4/2020	AC#2-01-536-2734 (07/25-08/23/19)	6.58	**28,003.86**
T	SOUTHERN CALIFORNIA GAS CO	03525	1089772	4/2/2020	154864-03/20	3/24/2020	AC#154 864 1641 3 (02/20-03/20/20)	502.24	
T	SOUTHERN CALIFORNIA GAS CO	03525	1089772	4/2/2020	144517-03/20	3/25/2020	AC#144 517 4100 4 (02/21-03/23/20)	191.93	
T	SOUTHERN CALIFORNIA GAS CO	03525	1089772	4/2/2020	188644-03/20	3/25/2020	AC#188 644 8039 9 (02/21-03/23/20)	2,232.75	
T	SOUTHERN CALIFORNIA GAS CO	03525	1089772	4/2/2020	175917-03/20	3/24/2020	AC#175 917 4102 4 (02/20-03/20/20)	464.92	
T	SOUTHERN CALIFORNIA GAS CO	03525	1089772	4/2/2020	146517-03/20	3/24/2020	AC#146 517 2134 3 (02/20-03/20/20)	22.36	
T	SOUTHERN CALIFORNIA GAS CO	03525	1089772	4/2/2020	169617-03/20	3/24/2020	AC#169 617 4100 2 (02/20-03/20/20)	1,940.07	
T	SOUTHERN CALIFORNIA GAS CO	03525	1089772	4/2/2020	140317-03/20	3/25/2020	AC#140 317 4100 3 (02/21-03/23/20)	394.04	
T	SOUTHERN CALIFORNIA GAS CO	03525	1089772	4/2/2020	150717-03/20	3/24/2020	AC#150 717 2200 1 (02/20-03/20/20)	21.20	

DRN 619 Ending 04/09/2020

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
T	SOUTHERN CALIFORNIA GAS CO	03525	1089772	4/2/2020	173817-03/20	3/24/2020	AC#173 817 4100 2 (02/20-03/20/20)	1,115.07	
T	SOUTHERN CALIFORNIA GAS CO	03525	1089772	4/2/2020	138217-03/20	3/25/2020	AC#138 217 4100 9 (02/21-03/23/20)	218.26	**7,102.84**
T	**Top Vendor Total**								**42,935.25**
	Grand Total								**2,479,070.17**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL MONTE AMENDING CHAPTER 12.48 (PARKS AND RECREATIONAL ACTIVITIES) AND ADDING CHAPTER 12.50 (SKATE PARKS) OF TITLE XII (STREETS, SIDEWALKS, AND PUBLIC PLACES) OF THE EL MONTE MUNICIPAL CODE REGARDING DOG AND SKATE PARK REGULATIONS

WHEREAS, parks foster vibrant communities and provide recreational activities for residents; and

WHEREAS, the City of El Monte has prioritized park improvements, including opening its first dog park within the City; and

WHEREAS, the City of El Monte will also be opening its first skate park on city property; and

WHEREAS, the City of El Monte seeks to adopt reasonable rules and regulations regarding its dog and skate parks; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

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

SECTION 2. Chapter 12.48 (Parks and Recreational Activities) of Title 12 (Streets, Sidewalks, and Public Places) of the El Monte Municipal Code is hereby amended in its entirety to state the following:

Chapter 12.48 – PARKS AND RECREATIONAL ACTIVITES

12.48.010 - Use of recreational facilities and parks.

The City Council ordains that the city's parks and recreational facilities are primarily intended for recreational and/or open space uses. The foregoing notwithstanding, the City Council finds that the public welfare and convenience may still be preserved and/or furthered by permitting certain nonopen space and nonrecreational uses, provided such subordinate uses do not unduly conflict with or undermine the primary purpose of these community assets and provided such subordinate uses are made subject to such reasonable time, place and manner restrictions as may be set forth in the city's written facilities use policy.

12.48.020 - Definitions.

For purposes of this chapter, the following terms and phrases shall have the meaning set forth under this section as follows:

"Authorized city employee" means any following persons acting within the course and scope of their employment:

1. Any El Monte Police Officer;
2. Any City Code Enforcement Officer, Senior Code Enforcement Officer or Code Enforcement Supervisor within the meaning of Section 1.16.030 of the El Monte Municipal Code;
3. Any employee of the El Monte Parks, Recreation and Community Services Division who is designated as an "authorized city employee" by the Director of Parks, Recreation and Community Services; or
4. Any other employee of the city of El Monte who is designated as an "authorized city employee" by the City Manager.

"Park or recreational facility" or "parks or recreational facilities" means any city-owned real property, building, structure or improvement designed and primarily intended for activities such as music, drama, dance, art, handicraft, science, literature, nature study, nature contacting, aquatic sports, athletics and the like, or any of them, and/or any informal play incorporating any such activities. "Parks or recreational facilities" generally include, but are not necessarily limited to playgrounds, sports fields, sports courts, recreation buildings, green spaces and other similar venues. City-owned real property that is leased by the city to a third party shall be excluded from the definition for "park or recreational facility" unless the terms of the lease expressly provides for such use. The following city-owned venues are deemed to fall within the definition of "parks or recreational facilities" as set forth herein:

1. Tony Arceo Memorial Park;
2. Fletcher Park;
3. Rio Vista Veterans Memorial Park;
4. Lambert Park;
5. Zamora Park;
6. Mountain View Park;
7. Baldwin Avenue Mini Park;
8. The El Monte Aquatics Center;
9. The El Monte Historical Museum;
10. Lashbrook Park;
11. Gibson Mariposa Park;

12. Any other real property that satisfies the definition, including any real property leased by the city from a third party or maintained by the city by agreement.

"Person" means any natural person, individual, firm, association, organization, general partnership, limited partnership, corporation, limited liability company, limited liability partnership, business trust, living trust, joint venture, the federal government of the United States, the State of California, the County of Los Angeles or any other public agency.

12.48.030 - Park hours.

A. Unless an authorized city employee is present and on duty, no person, other than an authorized city employee, may enter upon, remain in, occupy, or visit any park or recreational facility between the hours of ten p.m. and five a.m. or such alternative hours of operation as may be posted by the city. Any person who remains in, occupies or visits a park or recreational facility in violation of this subsection shall be guilty of a misdemeanor.

B. No person may remain on the premises of any park or recreational facility when asked to leave by an authorized city employee. Any person who remains on, or refuses to depart from, the premises of any park or recreational facility in violation of this subsection shall be guilty of a misdemeanor.

12.48.040 - Facilities use policy—Alcohol.

A. In the interest of safeguarding and/or furthering the public health, safety and welfare, the City Council may establish a facilities use policy for the use of any or all parks or recreational facilities in the city. The facilities use policy shall, among other things, set forth rules regulating the rental or use of any or all recreational facilities, the time and manner of application for such use, the charges to be paid for such use and other similar administrative matters. The facilities use policy shall be established, and may from time to time be amended, by City Council resolution.

B. Except as otherwise authorized under Chapter 9.12 (Alcoholic Beverages) of the El Monte Municipal Code, the sale, distribution, consumption or possession of alcoholic beverages on upon any park or recreational facility is prohibited.

12.48.050 - Prohibited activities.

The following activities are prohibited within all parks or recreational facilities as defined in this chapter:

A. To throw upon, along or across any public highway, street, roadway or driveway any missile capable of causing personal injury or damage to personal property, or to throw such missile at or toward, or in the vicinity of any vehicle standing or moving along, upon or across any section, highway, street, roadway or driveway;

B. To take or otherwise transport, or have in possession therein, or to fire or discharge therein, any firearm, firecracker, rocket, torpedo, fireworks, gun or slingshot;

C. To pick, dig, move, destroy, injure, mutilate or cut any tree, plant, shrub or bloom, flower, or any portion thereof, growing therein;

D. To cut, break, injure, deface or destroy any structure, apparatus, equipment or property therein, building, monument, sign, fence or bench, or any portion thereof, or to make or place thereon, or any portion thereof, any mark, writing or printing, or to attach thereto any sign, card, display or other similar device;

E. To throw, place or dispose of any garbage, refuse or can in any place therein other than into a garbage can or other receptacle maintained therein for that purpose, or to throw, place or dispose of any waste paper or refuse in any place other than into an incinerator, or into some can or receptacle maintained therein for that purpose;

F. To bring or maintain therein any dog, unless such dog is kept at all times under a leash under full control of its owner or custodian (unless within a Dog Off-Leash area or as otherwise provided under state or federal law) or failure to dispose of any animal waste in any trash receptacle;

G. To disturb the peace or quiet therein by any undue loud or unusual noise, or by tooting, blowing or sounding any automobile siren, horn or signal, or any noisemaking device, or any tumultuous conduct, or to use any vulgar, profane or obscene language therein;

H. To solicit in any manner or for any commercial purpose therein, or to sell or offer for sale any goods, wares or merchandise therein, or to distribute, or pass out any commercial handbill, advertising matter or commercial literature therein, unless such act is done pursuant to a permit authorized by the city;

I. To cook or prepare food using a portable barbeque (BBQ) device, other than those BBQ's provided by the city;

J. To create, start, or use an open fire;

K. To golf or engage in kite flying;

L. To set up, possess, use, or operate a moon bounce, or similar inflatable devices, without a city permit;

M. To use or operate any motorized bike, scooter, or other motorized two-wheel device.

12.48.060 - Permit for community events or special events.

Any person who desires the exclusive or semi-exclusive use of all or any portion of a park or recreational facility for the conduct of a community event or special event must apply for a permit authorizing such use. The facilities use policy shall set forth and/or identify: (A) those parks and/or recreational facilities which may be eligible for such use or the portion of any such parks or recreational facilities which may be eligible for such use; (B) the duration of such use; (C) the procedures for applying for a permit; (D) the requisite criteria for granting a permit; and (E) such other terms, conditions and responsibilities as may reasonably be imposed upon any person seeking the exclusive or semi-exclusive use of an eligible park or recreational facility or eligible portion thereof.

12.48.070 - Dog Off-Leash Area Rules and Regulations.

A Dog Off-Leash Area is a fenced dog exercise area within a park or recreational facility, or portion of park or recreational facility, as permitted by the Director of Parks, Recreation, & Community Services. When using a Dog Off-Leash Area, a person responsible for a dog shall comply with all posted Dog Off-Leash Area Rules and Regulations.

It shall be a violation of this section to violate any of the following rules and regulations:

A. Dogs are not permitted to be in the Dog Off-Leash Area except during the hours that it is open, as posted on the premises.

B. Dogs are not permitted to be in the Dog Off-Leash Area when it is closed as posted for maintenance.

C. Dogs must be accompanied by persons responsible for the dog who are 18 years old or older. A person responsible for the dog is legally responsible and liable for any injury caused by the dog.

D. Children under the age of six years old are not permitted in the Dog Off-Leash Areas. Children 6 to 17 years of age must be accompanied and supervised by an adult (18 years of age or older) while in the Dog Off-Leash Areas.

E. Dogs under the age of four months are not permitted in the Dog Off-Leash Areas.

F. Dogs not displaying a valid and current County- or city-issued dog license are not permitted to use the Dog Off-Leash Areas. Dogs must be current

on vaccinations and licensing. Unlicensed dogs or dogs with communicable diseases are not allowed at any time.

G. Dogs that are sick or injured are not permitted in Dog Off-Leash Areas.

H. All dogs using Dog Off-Leash Areas must be neutered or spayed.

I. No more than three dogs are allowed per person responsible in attendance in the Dog Off-Leash Area.

J. Dogs exhibiting aggressive or other behavior that jeopardizes human or animal safety are not permitted and are to be immediately removed.

K. Any dog(s) which has been declared vicious or potentially dangerous, pursuant to Chapter 10.37 of the County Code, or any dog that has been declared "vicious," "dangerous," "potentially dangerous," or a "public nuisance," or an attack dog, guard dog or sentry dog, as defined in California Health and Safety Code section 121875 et seq., is not permitted to enter or remain.

L. Nothing in this section shall prohibit law enforcement personnel from being accompanied by a trained police dog or military working dog at any park.

M. If a dog injures a person or another dog, the person responsible for the dog shall immediately provide his/her name and address and the dog owner's name and address, if different, as well as any insurance information requested by or on behalf of the injured person, or by any authorized city employee and shall file a report with the city within five days.

N. Large dogs (over 35 pounds) are permitted only in designated large dog areas, and small dogs (under 35 pounds) are permitted only in designated small dog areas.

O. A person responsible for a dog shall remove dog feces and shall dispose of it in waste containers for that purpose. It is the responsibility of each person responsible for a dog(s) to supervise and clean up after his/her dog(s) to ensure a clean and orderly Dog Off-Leash Area.

P. A person responsible for a dog must remain with his/her dog(s) in Dog Off-Leash Areas, must keep his/her dog(s) in sight at all times, and must keep his/her dog(s) under voice control at all times.

Q. A person responsible for a dog must stop his/her dog(s) from digging. Any holes created by his/her dog(s) must be filled.

R. A person responsible for a dog shall comply with all rules governing the parks and relevant parking regulations.

S. When not secured within the enclosure of a Dog Off-Leash Area, every dog shall at all times be restrained by a leash no more than six feet in length, held in the hand of a person capable of controlling and actually controlling the dog.

T. No person shall harass, tease, or incite any dog in any way in any Dog Off-Leash Area, including, but not limited to, verbal or physical gestures or throwing of objects.

U. Dog Off-Leash Areas are non-smoking facilities. Smoking, including the use of electronic cigarette products, is prohibited in Dog Off-Leash Areas.

V. No food (for people or dogs) is allowed in Dog Off-Leash Areas.

W. No glass containers are allowed in Dog Off-Leash Areas.

X. No toys (except toss toys, such as balls and frisbees) are allowed in Dog Off-Leash Areas.

Y. Spiked collars on dogs are not permitted in any Dog Off-Leash Areas.

Z. Bicycles, rollerblades, roller skates, skateboards, strollers, and similar items are not permitted in any Dog Off-Leash Areas. Wheelchairs and other aids for the disabled are permitted.

AA. Dog trainers may not use any Dog Off-Leash Area to conduct business.

BB. No person shall play any team sport, including, but not limited to, football, baseball, soccer, rugby, and volleyball, within Dog Off-Leash Areas.

CC. Anyone who abandons an animal anywhere, including a Dog Off-Leash Area, is subject to a $500 fine and/or up to six months in jail (California Penal Code section 597s).

DD. Use of Dog Off-Leash Areas by any person responsible for a dog shall constitute implied consent of that person to all regulations and shall constitute a waiver of liability to the City and an agreement to protect, defend, indemnify, and hold harmless the City, its officials, and employees for any injury or damage caused by a dog within such Dog Off-Leash Area when the dog is not on a leash.

EE. Other Regulations. The Director of Parks, Recreation and Community Services may approve additional administrative regulations relating to the

use of any Dog Off-Leash Area not inconsistent with this chapter and shall cause those regulations to be posted prominently within the Dog Off-Leash Area.

12.48.080 - Violation—Penalty.

Violation of the provisions of this chapter shall be a misdemeanor and may be punishable by a fine, or imprisonment, or by both such fine and imprisonment. Notwithstanding the City's other rights and remedies, the City may in its sole discretion, charge the party violating this chapter as guilty of a violation punishable by an administrative citation pursuant to Chapter 1.18 - Administrative Citations.

SECTION 3. Title 12 (Streets, Sidewalks, and Public Places) of the El Monte Municipal Code is hereby amended by the addition of the following Chapter 12.50 (Skate Parks), which shall follow Chapter 12.48 (Parks and Recreational Activities) and shall state the following:

Chapter 12.50 - SKATE PARKS

12.50.010 Purpose.

The purpose of this chapter is to promote the public peace and the health, safety, and welfare of the residents of the City of El Monte by establishing regulations for the use of skate parks operated within the City of El Monte. This chapter does not preclude other civil or criminal actions in regard to conduct proscribed herein. The City Council hereby declares that skateboarding is a hazardous recreational activity. Individuals using a skate park in the City of El Monte shall assume all risk of injury or loss.

12.50.020 Skate park designated.

The City of El Monte designates and maintains a skateboard park facility (hereinafter "skate park"), as referred to in California Health and Safety Code Section 11580, at Gibson Mariposa Park within the City of El Monte for the purpose of riding or using skateboards and in-line skates.

12.50.030 Definitions.

For the purpose of carrying out the intent of this chapter, words, phrases and terms used herein shall have their ordinary meaning unless otherwise indicated as follows:

A. "Department" means the Parks and Recreation Department of the City of El Monte.

B. "Director" means the director of Parks, Recreation and Community Services, or his or her designee.

C. "Public skate park facility" is defined as any facility, structure or area in

which skateboarding is permitted pursuant to the provisions of this chapter, which is owned, operated and maintained by the City, and which has been designated as a "public skate park facility" by ordinance of the City Council.

D. "In-line skates," including roller blades and roller skates, is defined as any shoe, boot or other footwear to which one or more wheels are attached.

E. "Skateboard" is defined as any platform of any composition or size to which two or more wheels are attached and which is intended to be ridden or propelled by one or more persons standing or kneeling upon it to where there is not affixed any seat or any other device or mechanism to turn and control the wheels.

F. "Skater" means any person participating in a skate activity.

G. "Skate activity" means the use of a skateboard, as defined in subsection E of this section, or the use of in-line skates, as defined in subsection D of this section.

H. "Designated skate park" means an area within a park or other public property which is posted as a skate park permitting one or more skate activities, and which is reserved exclusively, either during all hours of operation, or during posted times, for one or more skate activity.

I. "Sidewalk" means that portion of a road, street or highway designed or ordinarily used for pedestrian travel and includes any pedestrian walkways in any parks within the commercial or business districts of the city.

J. "Roadway" means that city portion of the highway or street improved or designed especially for vehicular use or travel.

12.50.040 Vehicles prohibited.

It shall be unlawful for any person to use any bicycle, tricycle, unicycle, scooter, motorized or nonmotorized or any vehicle not listed in Section 12.50.050 within the confines of the skate park.

12.50.050 Vehicles allowed.

All vehicles classified as skateboards, roller blades/in-line skates and roller skates that are propelled by human power and meet the definitions as prescribed in Section 12.50.030 are allowable for usage in the skate park.

12.50.060 Safety equipment required.

A. It is unlawful for a person to ride or use a skateboard or in-line skates, or roller skates in the skate park unless that person is wearing a helmet, elbow pads, and

knee pads, pursuant to California State Health and Safety Code Section 115800(a).

1. All safety equipment shall be functional, properly sized, and in good repair. Helmets shall conform to state standards relating to bicycle safety helmets.
2. The director may set forth any other rules and regulations for use of a public skate park facility, which he or she deems appropriate provided that signs describing such rules and regulations are placed and posted pursuant to this chapter.

12.50.070 Skateboarding and in-line skating are hazardous recreational activities.

A. Skateboarding and in-line skating are deemed hazardous recreational activities, within the meaning of Government Code Section 831.7, and by Health and Safety Code Sections 115800 and 115800.1 under specified conditions.

B. The City of El Monte adopts the pertinent state law definitions of hazardous recreational activities and affirms that use of designated skate parks within the City is a hazardous recreational activity to the fullest extent permitted by law.

C. The Director shall act in conformity with the provisions contained at Health and Safety Code Sections 115800 and 115800.1, and California Government Code Section 831.7.

12.30.080 Areas of non-use of skateboards and in-line skates prohibited.

No person shall propel or ride a skateboard upon or cross any public sidewalk within a business district of the city. as defined in Section 10.32.030.

12.50.090 Reserved.

12.50.100 Hours of operation and prohibited hours.

The Gibson Mariposa Skate Park facility shall be open from _7____a.m. to _5____ p.m. or dusk daily, whichever is later, or during hours otherwise posted by the Director. Every person who occupies, or is present in the skate park outside authorized hours without a permit therefore is guilty of a misdemeanor.

12.50.110 Signs posted at skate park.

A. In order to provide reasonable notice to the public, the Director shall place and post signs in one or more conspicuous and visible area(s) of the skate park facility designating the facility, structure or area as the public skate park facility, specifying the rules and regulations established pursuant to this Chapter, and prohibiting the activities described in this chapter. The signs required pursuant to this section shall cite the respective El Monte Municipal Code sections being

invoked.

B. Notwithstanding the foregoing, and in compliance with Health and Safety Code Section 115800, if the skate park is not supervised on a regular basis the City must post a notice prominently stating that a person riding a skateboard in the facility must wear a helmet, elbow pads, and knee pads, and that a person failing to do so will be subject to citation under the ordinance No. ___, EMMC Chapter 12.50.

C. The City shall also post notice advising the public that skateboarding in the designated facility is deemed a hazardous recreational activity, that the city shall not be liable for injuries incurred by participants and that any person(s) entering the facility assumes all risk of injury or death.

12.50.120 Skate park rules and regulations.

It shall be unlawful for any person within the skate park facility to be in violation of the following rules of conduct and such persons shall be subject to expulsion from the park and/or criminal prosecution if provided for in other provisions of the City of El Monte Municipal Code or the State of California Penal Code:

A. Skaters shall be respectful, responsible and safe.

B. A parent or legal guardian shall be required to ensure that an adult of at least eighteen years of age shall accompany and supervise skaters under twelve years of age within the skate park. Skaters under twelve years of age that are unaccompanied and unsupervised by an adult of at least eighteen years shall not be permitted to enter the skate park.

C. All skaters shall wear a helmet, knee pads, and elbow pads at all times when skating.

D. All skateboards, skates, and safety equipment shall be in good repair and fit skater properly.

E. Graffiti, damage and defacing city property is prohibited. Any person putting graffiti on any part of the skate park facility shall pay for the cost of removal and damages thereof. Parents and guardians are liable for such costs under California Civil Code Section 1714.1(b). In addition, any person defacing city property shall face prosecution pursuant to El Monte Municipal Code Chapter 9.08.

F. Use of amplified music is prohibited unless by permit issued by the City.

G. Use of profanity and/or gestures or verbiage that would elicit a violent response is prohibited.

H. All scooters, bicycles, tricycles, or any motorized or nonmotorized vehicle is prohibited in the facility, except vehicles used by persons with disabilities, while supervising skaters under twelve years of age.

I. Food and drink is prohibited on the skating surface.

J. Glass containers are prohibited in any area within the skate park facility.

K. Smoking or alcoholic beverages are prohibited anywhere within twenty feet of the skate park facility.

L. No person shall bring structures, obstacles, or other materials, such as ramps or jumps, into the skate park.

M. All skaters must wear shirts and shoes while on the skate park property.

N. Organized events must be approved via permit issued by the parks and recreation director or designated staff.

O. Any activity that constitutes dangerous or reckless behavior that has the potential of injuring another skater is prohibited.

P. Animals are prohibited inside the skate park facility.

Q. Climbing on or over the skate park fence is prohibited.

R. No person shall skate on curbs, fences, railings, walls, benches, tables, and/or driveways in the area surrounding the skate park.

S. The skate park shall have fixed hours of use, which shall be posted at the skate park. No person(s) shall use or access the skate park facility other than during the posted hours of operation.

T. No person shall litter or place trash or debris in or on the skating surface. All trash shall be placed in a designated trash receptacle.

U. No person shall have a dangerous weapon in his/her possession. Deadly weapons shall include, but not be limited to, guns, knives, or bats/clubs.

V. The director is authorized to post additional rules that he/she determines are necessary for the safe operation of the designated skate park.

W. No gang indicia (symbols, colors, etc.) shall be displayed in any form at the skate park.

X. Spectators must remain outside of the concrete skating areas and behind the fence at all times.

12.50.130 Enforcement.

The Director or his or her designee shall have the authority to eject and expel from the skate park facility any person who is in violation of this chapter or any other park rules or regulations. Any person failing to comply with the provisions of this Chapter shall be subject to citation, removal or other applicable enforcement authority as available to the city. The Director or his designee shall also have the authority to close the park at any time.

12.50.140 Violation and penalty.

Violation of the provisions of this chapter shall be a misdemeanor and may be punishable by a fine, or imprisonment, or by both such fine and imprisonment. Notwithstanding the City's other rights and remedies, the City may in its sole discretion, charge the party violating this chapter as guilty of a violation punishable by an administrative citation pursuant to Chapter 1.18 - Administrative Citations.

12.50.150 Negligence per se.

Any person(s) who fails or refuses to comply with the provisions of this chapter and who is injured while using the skate park shall be deemed negligent per se.

SECTION 4. Any provision of the El Monte Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of his Ordinance.

SECTION 5. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 6. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within fifteen (15) days after its adoption. This Ordinance shall become effective thirty (30) days after adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at the regular meeting of this ___ day of _____, 2020.

Andre Quintero, Mayor

ATTEST:

Catherine A. Eredia, City Clerk

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

I, Catherine A. Eredia, City Clerk of the City of El Monte, hereby certify that the foregoing Ordinance No._____ was passed and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the _____day of_____, 2020 and that said Ordinance was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Catherine A. Eredia, City Clerk

CITY OF EL MONTE

PARKS, RECREATION AND
COMMUNITY SERVICES DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF APRIL 21, 2020

March 26, 2020

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Mayor and City Council:

REQUESTS TO SERVE ALCOHOL AT CITY-OWNED FACILITY

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve the requests to serve/sell wine and "Spirits" liquor at city-owned facility.

DISCUSSION

The following users have completed and submitted alcohol beverage request applications to serve wine and "Spirits" liquor at the following City-owned facility:

Non-Private User	Event	Date
El Monte Promise Foundation (Grace T. Black Auditorium)	Community Fundraiser (Attendance 400)	Thursday, December 10, 2020 4:00 p.m. – 8:30 p.m.

Private User	Event	Date
Maria T. Acevedo German (Grace T. Black Auditorium)	Wedding (Attendance 250)	Saturday, August 22, 2020 6:00 p.m. – 11:00 p.m.
Wendy Moreno (Grace T. Black Auditorium)	Wedding (Attendance 150)	Saturday, September 12, 2020 6:00 p.m. – 11:30 p.m.

Applications are attached for review.

12.3

FISCAL IMPACT/FINANCING

This action will have no fiscal impact to the General Fund. The fees listed below are the base facility user fees; the fees do not include insurance, security or use of additional equipment. Fees are being paid by facility users to cover operational cost. Revenue that is being generated is as follows:

Non-Private User	**Rental Fee**
El Monte Promise Foundation	$ 1,540.00
Private User	**Rental Fees**
Maria T. Acevedo German	$ 2,195.00
Wendy Moreno	$ 1,635.00

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The adopted Facility Use Policy gives the facility users the option to serve/sell alcoholic beverages at their event with consent from the El Monte City Council. All facility users wishing to serve/sell wine, beer or any alcoholic beverages at any City facility must complete an alcohol beverage request application, and agree to comply with the guidelines outlined in the Facility Use Policy under the section titled General Operating Regulations.

CONCLUSION

The above listed users have agreed to comply with all guidelines listed in the Facility Use Policy and are requesting approval from the El Monte City Council to serve alcoholic beverages at a City facility.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

SALVADOR MENDEZ
Parks, Recreation and Community Services Acting Director

Attachment: 1. Alcoholic Beverage Requests

DATE: APRIL 21, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

NON PROFIT USE

ALCOHOL BEVERAGE REQUEST FOR ONE TIME USE ONLY EVENTS

Name of Organization: El Monte Promise Foundation

Purpose of Event: Community Fundraiser Facility: Grace T. Black Auditorium

Open to Public: Yes ☑ No ☐ Attendance: 400

Date of Event: Thursday December 10, 2020 Hours of Event: 4:00pm - 8:30pm

Alcohol Service Time: 4:00pm - 8:30pm

Have you ever applied for a permit before? Yes ☑ No ☐

Type of beverage to be served: Beer, wine, liquor
(Beer, Wine, Liquor, Champagne)

Will alcoholic beverages be sold? ~~Yes~~ ☑ No ☒ Served at no cost? Yes ☒ No ☐

It is requested that permission be given to this organization to serve alcoholic beverages at the above-mentioned event based on the information contained herein.

I understand this is an adult party and that this request is contingent upon City Council approval pertaining to the serving of alcoholic beverages, and hereby agree to abide by such rules.

Francisco Arroyo
Name of Applicant – Please Print

626-782-2753
Phone Number

10900 Mulhall St., El Monte, CA 91731
Address City Zip

1/21/2020
Date

Signature of Applicant

FOR OFFICE USE ONLY

Date Received: _____

Facility Fees (ONLY): $ 1540

Approved and Scheduled By: VPME

Date Forwarded to Council Agenda: 3/19/2020

To be submitted at 4/21/2020 **council meeting for approval**

PRIVATE USE

ALCOHOL BEVERAGE REQUEST FOR ONE TIME USE ONLY EVENTS

Name: Maria T. Acevedo Garnow

Purpose of Event: Wedding Facility: Community Center

Open to Public: Yes ☒ No ☐ Number of Guests: 250

Date of Event: Saturday August 22. 2020 Hours of Event: 5 - 12pm

Alcohol Service Time: 6 - 11pm

Have you ever applied for a permit before? Yes ☐ No ☒

Beer, wine and champagne may be served in conjunction with a meal. The service of alcohol may not exceed a 5 ½ hour period. T.A

ALCOHOLIC BEVERAGES MAY NOT BE SOLD.

It is requested that permission be given to the above individual to serve alcoholic beverages at the above-mentioned event based on the information contained herein.

I understand this is an adult party and that this request is contingent upon City Council approval pertaining to the serving of alcoholic beverages, and hereby agree to abide by such rules.

Maria T. Acevedo — Name of Applicant – Please Print

(626) 641-3645 — Phone Number

4115 N. Ellen Dr — Address

Covina — City

CA — Zip

91722

3-2-2020 — Date

Signature of Applicant

FOR OFFICE USE ONLY

Date Received: _____

Facility Fees (ONLY): $ 2195

Approved and Scheduled By: [illegible]

Date Forwarded to Council Agenda: 3/19/2020

To be submitted at 4/21/2020 **council meeting for approval**

PRIVATE USE

ALCOHOL BEVERAGE REQUEST FOR ONE TIME USE ONLY EVENTS

Name: Wendy Moreno

Purpose of Event: Wedding Facility: Community Center

Open to Public: Yes ☐ No ☑ Number of Guests: 150

Date of Event: Saturday Sept. 12, 2020 Hours of Event: 7 (5pm-12am)

Alcohol Service Time: 6-11:30pm

Have you ever applied for a permit before? Yes ☐ No ☑

Beer, wine and champagne may be served in conjunction with a meal. The service of alcohol may not exceed a 5 ½ hour period. WM

ALCOHOLIC BEVERAGES MAY NOT BE SOLD.

It is requested that permission be given to the above individual to serve alcoholic beverages at the above-mentioned event based on the information contained herein.

I understand this is an adult party and that this request is contingent upon City Council approval pertaining to the serving of alcoholic beverages, and hereby agree to abide by such rules.

Wendy Moreno — Name of Applicant – Please Print

(626)374-4425 — Phone Number

4903 Bleecker St — Address

Baldwin Park — City

91706 — Zip

2-27-2020 — Date

Signature of Applicant

FOR OFFICE USE ONLY

Date Received: _____

Facility Fees (ONLY): $ 1635-

Approved and Scheduled By: VMM

Date Forwarded to Council Agenda: 3/19/2020

To be submitted at 4/21/2020 **council meeting for approval**

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF APRIL 21, 2020

April 6, 2020

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Mayor and City Council:

CONSIDERATION TO ADOPT A RESOLUTION REPEALING, REPLACING AND SUPERSEDING RESOLUTION NO. 9987; AMENDING THE CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2020-2021 TO INCLUDE AND ACCOUNT FOR THE ALLOCATION OF SENATE BILL 1 (SB1) FUNDS; AND ADOPTING A LIST OF CAPITAL IMPROVEMENT PROJECTS TO BE FUNDED WITH SB1 FUNDS FOR FISCAL YEAR 2020-2021

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and adopt a Resolution repealing, replacing, and superseding Resolution No. 9987; amending the Capital Improvement Plan for Fiscal Year 2020-2021 to include and account for allocation of SB1 funds; and adopting a list of capital improvement projects to be funded with SB1 funds for Fiscal Year 2020-2021.

BACKGROUND

On April 28, 2017, the Governor signed Senate Bill 1 (SB1) (Beall, Chapter 5, Statutes of 2017), also known as, the Road Repair and Accountability Act of 2017. SB1 addresses critical deferred road maintenance, rehabilitation and critical safety needs. SB1 increases the per gallon fuel excise taxes; increases diesel fuel sales taxes and vehicle registration fees; and provides for inflationary adjustments to tax rates in future years.

The Local Streets and Roads Program addresses deferred maintenance on local streets through the prioritization and delivery of basic road maintenance and rehabilitation projects as well as critical safety projects. Prior to receiving an apportionment of Road

Maintenance and Rehabilitation Account (RMRA) funds from the State Controller, the City must submit to the Commission a list of projects proposed to be funded with these funds. All projects proposed to receive funding must be included in the City's budget and adopted by the City Council.

On June 17, 2019, the City Council adopted a Resolution repealing, replacing, and superseding Resolution No. 9964 to account for additional projects and adjustments to the timeline for completion of the projects referenced in the resolution.

DISCUSSION

Staff is requesting that those projects listed on Exhibit A be included in the FY 2020-21 allocations of SB1 Road Maintenance and Rehabilitation Account (RMRA) funds. The required proposed projects list includes project descriptions, locations, estimated schedules, estimated useful life, and estimated costs.

The proposed projects are as follows:

- Merced Avenue Street Improvement Project: Located along Merced Avenue from Garvey Avenue to Rio Hondo Parkway and consists of a traffic calming and road diet improvements.

- Surry Seal/Overlay Project - Zone 2: Located within an area encompassed by Lower Azusa Road, Cedar Avenue, and City limits and consists of AC overlay, cape seal, and/or slurry seal.

- Parkway Bikeway Improvement Project: Located along Parkway Drive from Denholm Drive to South City limit and consists of Class IV bike lanes and traffic calming improvements.

- Baldwin Avenue Street Improvement Project: Located along Baldwin Avenue between I-10 Freeway and northern City Limit and consist of AC overlay, concrete diamond grind, and/or slurry seal.

The Merced Avenue and Parkway Drive projects are carried over from the FY 2019-20 project list.

FISCAL IMPACT

Beginning November 1, 2017, the State Controller deposited funding into the newly created RMRA. A percentage of this new RMRA funding will be apportioned by formula to eligible cities pursuant to Streets and Highways Code (SHC) Section 2032(h) for basic road maintenance, rehabilitation and critical safety projects.

It is projected that the City will receive an estimated $2,213,613 in RMRA funding for Fiscal Year 2020-2021.

CONCLUSION

Upon City Council approval of the recommended actions, staff will submit the project list and adopted Resolution to the California Transportation Commission.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BRADEN YU, P.E.
Public Works and Utilities Director

Attachment 1 – Resolution
Attachment 2 – Exhibit A: Project List

DATE: APRIL 21, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA APPROVING THE ADOPTION OF LOCAL STREETS AND ROADS FUNDING PROGRAM PROJECT LIST FOR FISCAL YEAR 2020-21 TO COMPLY WITH SENATE BILL 1 REQUIREMENTS

WHEREAS, on April 28, 2017 the Governor signed Senate Bill 1 (SB 1) (Beall, Chapter 5, Statutes of 2017), also known as, the Road Repair and Accountability Act of 2017 ("SB 1"); and

WHEREAS, SB 1 is intended to address critical deferred road maintenance, rehabilitation and critical safety needs through the generation of tax revenue by increasing per gallon fuel excise taxes; increasing diesel fuel sales taxes and vehicle registration fees; and

WHEREAS, prior to receiving an apportionment SB 1 funds from the State Controller, the City must submit a list of projects proposed to be funded with these funds; and

WHEREAS, all projects proposed to receive funding must be included in the City's budget and adopted by the City Council; and

WHEREAS, SB 1 includes accountability and transparency provisions to ensure the residents of El Monte are aware of the project proposed for funding in the community and which projects have been completed each fiscal year; and

WHEREAS, El Monte must adopt by resolution a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account ("RMRA"), created by SB 1, which must include a description and location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated $2,213,613 in RMRA funding for Fiscal Year 2020-2021; and

WHEREAS, this is the fourth year in which the City is receiving SB 1 funding and such funding will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undertaken a robust public process to ensure public input into the community's transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate streets from the adopted Fiscal Year 2017-2018 Capital Improvement Program throughout the City this year and similar projects into the future; and

WHEREAS, the 2016 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in a good to fair condition and this revenue will help us increase the overall quality of our road system; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1. The City Council finds that all of the foregoing Recitals are true and correct.

SECTION 2. The list of projects set forth in the schedule attached and incorporated hereto as Exhibit "A" and organized by Fiscal Year are hereby approved by the City Council as projects to be funded with Road Maintenance Rehabilitation Account revenues.

SECTION 3. This Resolution shall take effect upon adoption. The City Clerk shall certify to the adoption of this resolution. The City Manager is authorized to provide copies of this resolution, as appropriate, to such other public agencies as may be required by law to authorize funding.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of El Monte at its regular meeting on this 21st day of April 2020.

_____
Andre Quintero, Mayor
City of El Monte

ATTEST:

_____
Catherine A. Eredia, City Clerk
City of El Monte

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

I, Catherine A. Eredia, City Clerk of the City of El Monte, do hereby certify that the above and foregoing Resolution No. _____ was passed, approved, and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at a regular meeting of said City Council of the City of El Monte held on the 21st day of April 2020, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Catherine A. Eredia, City Clerk
City of El Monte

EXHIBIT A

City of El Monte

DEPARTMENT OF PUBLIC WORKS

SB1 Project List

for FY2020-21 CIP Budget

Project Name	Description	Location	Est. Start	Est. Comp	Est. Min Useful Life	Est. Max Useful Life	Estimated Project Cost
Slurry Seal/Overlay Project Zone 2 – Lower Azusa Rd, Cedar Ave, and City Limits	Roadway slurry seal, AC overlay project	Area encompassing Lower Azusa Road, Cedar Avenue, and City Limits	03/2021	06/2021	10	20	$1,900,00
Merced Ave - Garvey Ave to Rio Hondo Parkway Road Diet (Traffic Calming)	Traffic calming, road diet, and bike lanes	Merced Ave from Garvey Ave to Rio Hondo Parkway	06/2020	06/2021	10	20	$300,000
Parkway Dr - Denholm to South City limits (Removal of Speed Humps) - Class 4 bike lanes	Traffic Calming and bike lanes	Parkway Dr from Denholm to South City limits	06/2020	06/2021	10	20	$300,000
Baldwin Ave Street Improvement Project	Roadway slurry seal, AC overlay, PCC diamond grind project	Baldwin Avenue from I-10 Fwy to North City limits	06/2020	06/2021	10	20	$600,000

CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF APRIL 21, 2020

April 7, 2020

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL OF A THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HDL COMPANIES TO PROVIDE BACKGROUND CHECK AND BADGE ISSUANCE SERVICES FOR THE CITY'S COMMERCIAL CANNABIS BUSINESSES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a Third Amendment to the Professional Services Agreement (Attachment 1) with HdL Companies to provide background check and badge issuance services for the City's Commercial Cannabis Businesses; and
2. Authorize the City Manager to execute the Third Amendment to the Professional Services Agreement with HdL Companies (PSA Agreement No. 17P08079).

BACKGROUND

On June 20, 2017, the City Council of City of El Monte (the "City Council" of the "City") authorized the professional services engagement of HdL Companies ("HdL") under the City Manager's not-to-exceed $30,000 contract authority, which is memorialized pursuant to a master agreement ("Master Agreement"). The Master Agreement provided for HdL to assist the City with the development of the City's regulatory commercial cannabis program.

On December 5, 2017, the City Council approved the First Amendment (Attachment 2) to the Master Agreement which authorized HdL to provide additional services concerning the review and ranking of the First Round of commercial cannabis applications, the formulation of recommendations for such applications, and guidance with facility inspections and permit issuance. The First Amendment adjusted the Master Agreement's term, scope of services, and increased the compensation from $30,000

(under the Master Agreement) to $62,100 (First Amendment) for a not-to-exceed amount of $92,100.

On July 2, 2019, the City Council approved the Second Amendment (Attachment 3) to the Master Agreement for HdL's review of the Second and Third Round of commercial cannabis applications and to assist City staff with cannabis compliance including facility inspections and permit issuance. The Second Amendment increased the existing not-to-exceed compensation amount of $92,100 to $174,180. The costs for HdL's services were recuperated by cost-recovery cannabis business application fees.

DISCUSSION

On December 3, 2019, the City Council adopted Ordinance No. 2960, the "Commercial Cannabis Regulation and Public Safety Initiative Measure" without alteration, pursuant to California Elections Code §9215(a). Effective January 2, 2020, the Ordinance allows medicinal and adult use cannabis cultivation, manufacturing, distribution, testing, and allows a maximum of six (6) retail licenses in the City.

Pursuant to El Monte Municipal Code (EMMC) Chapter 5.18 Commercial Cannabis Activities, no person may engage in any commercial cannabis business unless the person has a valid commercial cannabis business permit issued by the City and any other applicable approvals, including, but not limited to, a building permit, City business license, and state licenses.

The City is currently accepting Commercial Cannabis Business License Applications for cannabis cultivation, manufacturing, distribution, retail, and laboratory testing. The Applications are due on May 14, 2020. The Application review process includes City staff review for completeness, a merit-based evaluation to be conducted by a third-party consultant, and background checks. The applicants that have passing scores in accordance with Chapter 5.18 would be able to apply for City and State permits.

The Third Amendment to the Master Agreement would allow HdL to conduct supplemental background checks for all owners, managers and employees as part of the Commercial Cannabis Business License Application process. In addition to the background checks conducted by HdL, each owners, managers and employees shall also undergo a State-required Live Scan fingerprint check through the Department of Justice (DOJ) and FBI which is reviewed by the El Monte Police Department. Background checks performed by HdL also include an HdL-designed employee identification badge with the city logo which meets all State regulatory requirements.

HdL Background Check Process

HdL's background checks supplement the State-required Live Scan fingerprint check, which will only disclose DOJ records regarding arrests or convictions. California's

licensing agencies are only allowed to consider convictions for certain “red line” offenses such as serious or violent felonies, or certain felonies involving fraud, minors or drug trafficking, as automatic disqualifiers before granting or denying a license. HdL’s supplemental background checks expand upon the Live Scan information to identify other factors that the City may wish to consider before granting discretionary business licenses or permits. These considerations may include other felony offenses, misdemeanor convictions, arrest records, civil judgments, restraining orders, the terrorist screening database, the national sex offender registry, delinquent child support payments, bankruptcies, employment and credit records, and more. HdL’s search includes up to five (5) variations on the subject’s name and will alert if additional aliases are found which might warrant further investigation. HdL’s comprehensive background process checks the subject’s name and social security number against over 200 million databases nationwide.

Any felony convictions that would be automatic disqualifiers pursuant to Business and Professions Code 26057 (Violent and Serious Felony Convictions) must be confirmed through the Live Scan process. The degree to which other records may be used to inform the approval or renewal of the City’s business license or permit is subject to the City’s ordinance requirements.

As part of the Commercial Cannabis Business License Application process, the applicants would apply for the HdL background check directly via an HdL web portal designed specifically for the City’s application process. The fee for each initial background check and badge is $300 per owner, manager, and/or employee. Each background check renewal is $100 per owner, manager, and/or employee. The background check fees are paid by the applicant directly through the HdL web portal at time of application submittal.

FISCAL IMPACT

There will be no City-costs associated with the Third Amendment. Applicants will pay for the background check and badge issuance services directly through the HdL web portal.

CONCLUSION

It is recommended that the City Council approve the Third Amendment to the Professional Services Agreement with HdL Companies to provide background check and badge issuance services for the City’s Commercial Cannabis Businesses; and authorize the City Manager to execute the Third Amendment to the Professional Services Agreement with HdL Companies (PSA Agreement No. 17P08079).

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONAVANIK
Community & Economic Development Director

ATTACHMENT

1. Third Amendment to HdL Agreement
2. First Amendment to HdL Agreement
3. Second Amendment to HdL Agreement

DATE: APRIL 21, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

ATTACHMENT 1
THIRD AMENDMENT TO HDL AGREEMENT

2020

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

(Engagement: Cannabis Business Review and Management Program)
(Parties: HdL and City of El Monte)

THIS THIRD AMENDMENT (the "Third Amendment") to that certain 2017 agreement entitled "2017 Professional Services Agreement" is made and entered into on this 7th day of April, 2020 by and between the City of El Monte, a municipal corporation (the "CITY") and HdL (the "CONSULTANT"). For the purposes of this Third Amendment, City and CONSULTANT may be referred to collectively as the "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

RECITALS

This Third Amendment is made and entered into with respect to the following facts:

WHEREAS, at its regular meeting of June 20, 2017, under agenda item 16.1, the City Council of CITY authorized the professional services engagement of CONSULTANT under the City Manager's not-to-exceed $30,000 contract authority (the "Master Agreement");

WHEREAS, on or about December 5, 2017, the Master Agreement was amended by a first amendment to the Master Agreement to provide for the provision of services by CONSULTANT to CITY concerning the review and ranking of commercial cannabis applications, the formulation of recommendations for such applications, and guidance with facility inspections and permit issuance;

WHEREAS, the Master Agreement was again amended on July 2, 2017 to extend the term of the engagement through June 30, 2021 and increase the compensation cap to $174,180 (A true and correct copy of the Second Amendment is maintained at the offices of the El Monte City Clerk as public record);

WHEREAS, on April 21, 2020, the City Council of the City authorized this additional amendment to the Master Agreement;

WHEREAS, the Parties seek to modify the Master Agreement to expand the scope of services as set forth therein; and

WHEREAS, CONSULTANT represents that it still possesses the specialized training, skill, expertise and experience required to perform the services contemplated under the Master Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby

acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Section 1.1 (Scope of Work) of the Master Agreement is hereby amended to augment the Scope of Work, as therein defined, with the additional tasks and work set forth in the proposal attached hereto as **Attachment 1**, dated as of April 1, 2020.

2. Except as otherwise set forth in this Third Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. Section 6.19 of the Master Agreement notwithstanding, this Third Amendment together with the Master Agreement shall constitute the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed in both documents.

3. The provisions of this Third Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Third Amendment and the provisions of the Master Agreement, the provisions of this Third Amendment shall control, but only in so far as such provisions conflict with the Master Agreement and no further.

[SIGNTATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to be executed on the day and year first appearing in the paragraph preceding the recitals.

CITY:

City of El Monte

By:_____
Alma K. Martinez, City Manager

Date: _____

CONSULTANT:

HdL:

By:_____

Name:_____

Title: _____

Date: _____

APPROVED AS TO FORM:

By:_____
Office of the City Attorney

Date: _____

ATTACHMENT 1
HDL PROPOSAL FOR EXPANDED
SCOPE OF SERVICES DATED APRIL 1, 2020

ATTACHMENT 2
FIRST AMENDMENT TO HDL AGREEMENT

2017

FIRST AMENDMENT TO LICENSE AND CONTRACT SERVICES AGREEMENT

(Engagement: Cannabis Business Review and Management Program)
(Parties: HdL and City of El Monte)

THIS FIRST AMENDMENT (the "First Amendment") to that certain 2017 agreement entitled "2017 Professional Services Agreement" is made and entered into on this 5th day of December, 2017 by and between the City of El Monte, a municipal corporation (the "CITY") and HdL (the "CONSULTANT"). For the purposes of this First Amendment, City and CONSULTANT may be referred to collectively as the "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

RECITALS

WHEREAS, at its regular meeting of June 20, 2017, under agenda item 16.1, the City Council of CITY authorized the professional services engagement of CONSULTANT under the City Manager's not-to-exceed $30,000 contract authority, which is memorialized pursuant to a master agreement (the "Master Agreement");

WHEREAS, the Master Agreement is attached hereto as **Exhibit 1**;

WHEREAS, pursuant to the Master Agreement, CONSULTANT has advised and assisted CITY with the development of regulatory commercial cannabis activity Ordinance No. 2924 and related fees for such permitted commercial cannabis activities;

WHEREAS, the Parties seek to amend the Master Agreement to provide for the provision of services by CONSULTANT to CITY concerning the review and ranking of commercial cannabis applications, the formulation of recommendations for such applications, and guidance with facility inspections and permit issuance;

WHEREAS, the Parties accordingly seek to amend the Master Agreement to adjust the term, scope of services, and compensation to allow for such additional services;

WHEREAS, CONSULTANT represents that it still possesses the specialized training, skill, expertise and experience required to perform the services contemplated under the Master Agreement and First Amendment; and

WHEREAS, this First Amendment was approved by the El Monte City Council at its regular meeting on December 5, 2017.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Section 1.1 (Scope of Services) of the Master Agreement is hereby amended to augment the Scope of Services, as therein defined, with the additional services set forth in pages 3 through 7 of CONSULTANT's proposal, which is attached hereto as **Exhibit 2**.

2. Section 1.2 (Term) of the Master Agreement is hereby amended to read as follows:

> This Agreement shall have a term commencing from the Effective Date through June 30, 2019. Nothing in this Section 1.2 shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

3. Exhibit "A," as described in Subsection A of Section 1.3 (Compensation) is hereby augmented by the additional compensation schedule on page 8 of **Exhibit 2,** which shall be augmented by a 20% contingency fee.

4. Subsection B of Section 1.3 (Compensation) is hereby amended by the addition of subsection 6, which shall read as follows:

> B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the aggregate not-to-exceed sum of NINETY-TWO THOUSAND ONE HUNDRED DOLLARS ($92,100).

5. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. This First Amendment together with the Master Agreement shall constitute the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed in both documents.

6. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall control, but only in so far as such provisions conflict with the Master Agreement and no further.

[SIGNTATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed on the day and year first appearing in the paragraph preceding the recitals.

CITY:

City of El Monte

By: 12/13/2017
Jesús M. Gomez
City Manager

CONSULTANT:

HdL:

By:_____

Name:_____

Title: _____

APPROVED AS TO FORM:

By:_____
Office of the City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed on the day and year first appearing in the paragraph preceding the recitals.

CITY:

City of El Monte

By:_____
Jesús M. Gomez
City Manager

CONSULTANT:

HdL:

By:_____

Name: Andrew Nickerson

Title: President

APPROVED AS TO FORM:

By:_____
Office of the City Attorney

EXHIBIT 1
MASTER AGREEMENT

For Internal Reference Only:
Contract No. 17P08079

2017

PROFESSIONAL SERVICES AGREEMENT

(HDL – Cannabis Business Review and Program Management)

THIS 2017 PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 26th day of July 2017 (hereinafter, the "Effective Date"), by and between the CITY OF EL MONTE, a municipal corporation ("CITY") and HdL Companies, a California (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I.
ENGAGEMENT TERMS

1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the **"Scope of Services"**). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 TERM: This Agreement shall have a term commencing from the Effective Date through June 30, 2018. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION:

A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is included in Exhibit "A" (hereinafter, the "Approved Cost Schedule").

B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of THIRTY THOUSAND DOLLARS ($30,000) (hereinafter, the "Not-to-Exceed Sum"),

unless such added expenditure is first approved by the City Manager. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Economic Development Director (hereinafter, the "CITY Representatives") to act as its representatives for the

performance of this Agreement. The CITY Representative a or designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Andrew Nickerson to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;

B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;

C. CONSULTANT shall comply with all applicable state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);

D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and

F. All of CONSULTANT's employees and agents (including but not limited subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates,

qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and

Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor 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 to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III.
INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or

appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV.
INDEMNIFICATION

4.1 The Parties agree CONSULTANT will hold harmless and indemnify and at CITY's request reimburse defense costs for CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") from and against any and all suits, actions, or claims, or any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct.

4.2 Indemnification for other Damages. CONSULTANT indemnifies and hold harmless CITY and CITY Indemnitees from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its

performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise. Both Parties understand and agree that nothing in this Agreement constitutes advice by CONSULTANT to CITY to violate any existing law and, accordingly, this section does not obligate CONSULTANT to the extent that federal or state law may now, or subsequently, prohibit the actions recommended by CONSULTANT pursuant to this Agreement.

4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under

this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary of involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;

ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid

sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI.
MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:
HdL Companies
1340 Valley Vista Drive, Suite 200
Attn: Andrew Nickerson
Phone: (909) 861-4335
E-mail: anickerson@hdlcompanies.com

CITY:
City of El Monte
Economic Development
11333 Valley Boulevard
El Monte, CA 91731
Attn: Minh Thai
Phone: (626) 258-8626
E-mail: mthai@elmonteca.gov

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person,

other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF EL MONTE

By: 7/26/2017
Jesús M. Gomez, City Manager

HDL COMPANIES

By:
Andrew Nickerson, President

APPROVED AS TO FORM:

By:
Office of the City Attorney

EXHIBIT "A"
SCOPE OF WORK

City of El Monte

Cannabis Management Program

HdL Companies
1340 Valley Vista Dr., Suite 200
Diamond Bar, CA 91765
www.hdlcompanies.com

Contact:
David McPherson
909.861.4335
dmcpherson@hdlcompanies.com

HdL
COMPANIES

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I. LETTER OF TRANSMITTAL

June 12, 2017

Minh Thai, Economic Development Director
City of El Monte
11333 Valley Blvd
El Monte, CA 91731

Re: Proposal - Provide Subject Matter Expertise to Develop a Regulatory and Land Use Ordinance, Develop Cost Recovery Fees & Create a Tax Measure for the City of El Monte

Dear Mr. Thai,

Thank you for the opportunity to present this proposal to provide subject matter expertise, develop a regulatory and land use ordinance, develop cost recovery fees and create a tax measure for the City of El Monte. HdL was incorporated in 1983 and has over 30 years of experience providing revenue enhancement and consulting services to local governments in California. HdL is a consortium of three companies established to maximize local government revenues by providing audit, compliance, economic development, consulting services and software products. Its audit and consulting services include sales, use and transaction taxes, property taxes, transient occupancy taxes, and a Cannabis Management Program. The firm also provides a variety of enterprise software products for business licensing, code enforcement, animal control, building permits and tracking/billing of false alarms. HdL's systematic and coordinated approach to revenue management and economic data analysis is currently being utilized by over 400 agencies in six states. The firm currently serves 44 counties, 299 cities and 79 transactions tax districts in California.

Of interest to you and your team is our knowledgeable team of professionals who have direct experience in the establishment and implementation of Cannabis Regulatory Programs including establishing land-use regulations, registration processes, operation regulations for cannabis facilities, staffing plans, cost recovery, structuring cannabis business taxes and conducting compliance and financial audits.

Enclosed please find our detailed scope of services for HdL's Cannabis Management Program. We agree to adhere to the deliverable requirements for a total cost not to exceed $30,000. However, this will be subject to an agreed upon project schedule between El Monte and HdL.

We look forward to the opportunity to partner with the City of El Monte in developing a strategy which meets your program needs. If you have any questions or require additional information, please feel free to contact Andy Nickerson at 909.861.4335 or by email at anickerson@hdlcompanies.com or David McPherson at 909.861.4335 or by email at dmcpherson@hdlcompanies.com.

Sincerely,

Andy Nickerson
President, HdL Companies

II. PROPOSED SCOPE OF SERVICES

The regulation, compliance and taxation of cannabis is complex and filled with challenging issues. Therefore, the objectives presented in this proposal are based on HdL's experience and the expectations and desired outcomes of the City. However, due to the ongoing evolution of the state's Medical Cannabis Regulation and Safety Act (MCRSA) and Proposition 64, Adult Use Act (AUMA), HdL is agreeable to modifications to this scope of services as deemed necessary by both HdL and City staff. Amendments to this Scope of Services shall be made in writing and shall not constitute additional hours of work without proper compensation unless otherwise approved by the City and HdL.

The Scope of Services to be provided by HdL shall include:

- Kick off meeting(s) with City Staff, City Sub Committees or Community Stakeholders;
- Create a regulatory and land use commercial cannabis activity ordinance for medical cannabis businesses which will create the best practices that will ensure public safety, and preserve the welfare and health of the City of El Monte.
- Identify issues which City staff needs to mitigate related to legal issues or problems prior to issuing regulatory permits to the cannabis businesses;
- Provide City staff with technical and policy expertise related to the operations and understanding of the Cannabis Industry to ensure compliance with the Medical Cannabis and Safety Act (MCRSA), Adult Use Marijuana Act (AUMA) and all applicable local ordinances;
- Design procedures and application requirements for a permittee selection process that will be used to invite, review, score, and provide recommendations on applicants to operate cannabis businesses in the City;
- Develop a proposed timeline for implementation of the application procedure and Request for Permit Application (RFPA), including reviewing qualification statements, records, and documents in coordination with City staff, City officials, or committees, and providing a recommendation to the City Council;
- Develop cost recovery fees to recover the City's costs for reviewing all cannabis business applications and issuing cannabis business permits;
- Develop an annual cannabis business regulatory fee to recover costs associated with administrative oversight of permitted cannabis facilities, conduct code/fire inspections, compliance and financial audits as well as other regulatory functions deemed necessary by the City;
- Prepare a fiscal revenue report identifying tax options for the various types of cannabis businesses; and
- Develop a tax measure and ordinance which will provide the City maximum economic benefits but at the same time ensure long term stability for the cannabis business operators.

Objective 1: Provide Subject Matter Expertise & Technical Support

Subject matter expertise and technical support will begin upon the execution of a contract with the Consultant which will include the following:

- Consultant shall work with City staff on issues related to cannabis tax policies;
- Attend and present reports for up to two (2) Planning Commission meetings.
- Consultant shall designate a planning staff member or subcontractor planner to serve as a project manner as part of its team to develop a land use ordinance and draft staff reports for the Planning Commission, and City Council meetings.
- Develop and design a regulatory/land use ordinance for cultivation, manufacturing, testing labs, distribution centers and transportation facilities;
- Ensure proposed city ordinance complies with all state and local laws and conforms to the best practices to regulate the cannabis businesses in the City;
- Monitor MCRSA and AUMA policy development and provide feedback to City staff to ensure that the City follows any changes which may impact the development of the cities strategy to regulate and tax businesses which will be permitted in the City;
- Participate in staff meetings, conference calls, respond to staff inquires via phone and email, review staff reports to city council and assist with responses to inquiries from the public to staff.
- Committee/Council Meetings: HdL will be present to provide staff and city council technical support for up to two (2) City Committee/Council meetings at the request of the City Administration. Any additional meeting maybe subject to additional travel cost and staffs hourly rate.

Objective 2: Application Development & Submittal Requirements

The development of a regulatory application process will begin upon the execution of a contract with the Consultant which will include the following:

- **Develop Application Process and Milestones:** HdL staff will present best practice approaches to designing the qualification review phase and the RFPA review phase. HdL will verify the regulatory requirements and established due dates which shall be approved by City staff.
- HdL staff will work collaboratively with City staff in developing the cannabis business application and recommending fees for all phase of the process to ensure cost recovery of staff resources.

Objective 2.1 Application Development and Submittal Requirements

Phase I will require each member of the applicant's team to complete the application materials, which will include a Live Scan form or other alternative background checks, Release & Authorization form and Disclosure and Acknowledgement form.

Prior to Phase II, HdL staff experienced with developing "best practice" cannabis facility applications will collaborate with City staff in order in ensure all information desired by the City is incorporated in the cannabis business application. HdL will review the City's

ordinance requirements, the California Attorney General's Guidelines for the Security and Non-Diversion of Cannabis Grown for Medical Use (2008), and new regulatory requirements established by the Medical Cannabis Safety Act (MCRSA) and the Adult Use Marijuana Act (AUMA). Furthermore, HdL will develop evaluation criteria to be used for the review process in accordance with El Monte's Commercial Cannabis Ordinance. In addition to the documents and minimum standard requirements for the filing of the application the Request for Permit Application (RFPA) will consider seven (7) key components of the application.

The criteria to be used in the decision process will include the following but not limited solely on these categories:

- Location of the proposed facility
- Articles of incorporation
- Live scan submissions
- Proof of capitalization
- Proof of insurance
- Business plan (includes building & construction, security plan and fire plan)
- Industry experience

Objective 2.2 Application Review and Initial Ranking

The application process will identify incomplete submissions for immediate disqualification, omissions of live scan submissions and background checks of all business partners, and applications which do not conform to zoning requirements for their perspective permit specifically authorized by the RFPA. The best submissions will be forward thinking and deploy solutions that identify the best "green" practices, while employing "sustainable" energy and waste solutions, and implement the "best practices" available in the cannabis industry. [1]Consideration will be given to applications designed to reduce and address actual or potential concerns the City may have regarding nuisance behavior, environmental issues, or product safety.

The specific criteria which will be used in evaluating and rating the applications shall include the following:

- Overall quality of the proposal including responsiveness and conformance to the RFPA requirements for content and format;
- Quality and appropriateness of proposed applicant team, professional experience and background of primary applicants and key sub lessees;

- Key personnel, project location, and other management staff with required experience and skills relevant to this project;

- Primary applicants experience and ability to manage operations of proposed facility, scheduling of work, cost estimating and budget management;
- Primary makeup of applicant's corporate board, and prior experience working with local government agencies;
- Patient tracking, product inventory management and recordkeeping;
- Quality and appropriateness of proposed site, business model, organization, and knowledge and experience working with specific legal codes and regulations;
- Transportation plan describing the procedures for safely and securely transporting cannabis products and currency;
- Applicants use and implementation of solutions designed to reduce and address any actual or potential concerns of the City and its residents, and
- Any other additional information which the City would like to incorporate into the selection process which they deemed necessary.

Objective 2.3 Preliminary Results and Recommendations:
All applications will be scored and maintained on a spreadsheet. The top applicant's which shall be determined by the application guideline for each permitted category, will move on to Phase III.

Each of the final applicants from each category will be reviewed and rated based on ten (10) categories. An applicant's score for points will be based on their ability to meet or exceed minimum requirements in the ten (10) categories. Applicants must provide information on how they plan to meet these point categories. Such action will become a mandatory condition of their permit. Failure to meet or comply with these requirements will subject the applicants to penalties and/or revocation proceedings. The ten (10) categories are as follows:

1. Proposed Location
2. Business Plan
3. Community Benefits
4. Enhanced Product Safety
5. Environmental Benefits
6. Labor and Employee Practices
7. Local Enterprise
8. Neighborhood Compatibility Plan
9. Qualification of Principals
10. Safety and Security Plan

Optional Phase 2A: Expertise Examination
The City may at its discretion develop more stringent requirements to identify the most qualified applicants from this phase of the process by requiring an examination from a designated managing member of the applicant's collective. The City may award up to twenty-five (25) additional points for the examination responses.

The exam will test the applicant's familiarity with the El Monte Ordinance, MCRSA, AUMA, California law as it pertains to the Cannabis Industry, as well as the Attorney General's guidelines on Medicinal Cannabis. Examination scores will be added to the original score total. After all applicants, have been allocated their points and exam scores, the top scoring applicants as determined by the procedures in the selected categories will then move to Phase IV.

Objective 2:4 Facility Inspection and Interview Panel Support

Site verification will be conducted prior to Phase III. Panel interview questions will be prepared to be used by City staff for the final ranking of candidates.

The top Applicants from Phase II will advance to Phase III which will consist of a Selection Committee interview panel. Prior to scheduling the panel interviews all proposed site locations will be inspected to determine if applicants have been operating prior to being issued a permit. Any applicants identified as having been in operation without a permit may be disqualified. If it is determined that an operation was pre-existing but did not pay any past local taxes, such failure to disclose this information may cause the application to be disqualified from consideration. In addition, any misrepresentation, failure to disclose, or withholding of information pertinent to this application process including but not limited to prior operations, board and management composition, pre-constructed sites, gross receipts, length of time operating, etc. may result in immediate disqualification.

Once the site inspection has been completed the applicants will be scheduled for a panel interview. The interview panel will consist of subject matter experts from the following areas: Planning Division, Finance Department, Fire, and Police. Please note it is HdL's recommendation that the City Attorney's Office not participate on this panel to remain neutral in case of an appeal or potential litigation which they must defend. However, it will be the City's sole discretion on how to address this issue.

Objective 2:5 Final Selection and Presentation to Council

- Following the objective ranking of the application materials and the interview panels scoring, HdL will assist staff to bring forward for the City Council's consideration recommendations for issuing permits for applicants to operate the determined number of cannabis businesses authorized by City Council.

<u>Objective 3: Cost Recovery and Tax Measure Strategy</u>

Objective 3.1 Cost Recovery

- Develop cost recovery fees to recover the City's costs associated with reviewing applications and issuing permits. This will include the initial application process, Conditional Use Permit if applicable and the annual regulatory permit.

Objective 3.2 Tax Measure Strategy

- Prepare a fiscal revenue report identifying tax options for the various types of cannabis businesses which will be operating in the City to develop a tax strategy which maximizes the economic benefit for the City. HdL will then

develop a tax ballot measure and ordinance which can be approved by the voters of the City of El Monte.

III. COST

HdL's fee proposal is based on time, materials and travel expenses associated with the execution of the services. It is based on the current scope of services as outlined in Objectives 1 through 3 for a fee not to exceed $30,000.

Scope of Service Objectives	Estimated Hours of Labor/Budget
Objective 1 – Develop Regulatory and Land Use Ordinances and Provide Technical Support	**50 Hours/$12,500**
Objective 2 – Application Development and Submittal Requirements-Entitlement Process	**32 Hours/$8,000**
Objective 3 – Cost Recovery and Tax Measure Strategy	**38 Hours/$9,500**
Total	**120 Hours/$30,000**

Objective 1: Cost Assumptions -Develop Regulatory Ordinance and Provide Technical Support

- Subject matter expertise and technical support will be provided however, should Consultant be required to attend meetings outside the scope of service travel time will be billed at half the hourly rate of the staff member requested to attend the meeting up to two hours per on site visit.

Objective 2: Cost Assumptions – Application Development and Submittal Requirements

- Program management assumes project time will progress in a timely manner without unreasonable delays in completing the project.

Objective 3: Cost Assumptions – Cost Recovery and Tax Measure Strategy

- Using its proprietary software and database, HdL will provide a fiscal analysis based on its understanding of cannabis industry trends, demographics and geographical location of the City in the State of California.
- HdL will conduct one (1) fiscal analysis report which will include business tax and sales tax assumptions.
- The Consultant will develop a tax measure and ordinance which will be approved by the City Council and the voters.

El Monte Timeline

June 25-July 1	Execute HdL Cannabis Management Contract and Conduct Kick Off Meeting
July 3-July 7	Draft City Cannabis Regulatory Ordinance for review and staff feedback
July 17-21	Draft City Land Use Ordinance for review and staff feedback
July 31-Aug 4	Present Land Use Ordinance to Planning Commission Meeting #1
Aug 14-18	Conduct Updates to Planning Commission Meeting #2
Aug 21-25	Develop and design merit-based application process
Aug 28-Sept 1	Establish Cost Recovery Fees for Application Process
Sept 11-15	Present Land Use and Regulatory Ordinance to City Council Meeting #1
Oct 2-Oct 6	Present Land Use and Regulatory Ordinance to City Council Meeting #2 and Application Process for Approval
Oct 16-20	Draft tax ordinance and tax measure language
Oct 30-Nov 3	Present Tax Measure to City Council
Nov 13-17	Finalize Tax Measure and adopt Tax Measure Resolution at City Council Meeting

IV. EXPERIENCE AND RESOURCES

Company Profile

Founded in 1983, HdL is a consortium of three companies established to maximize local government revenues by providing audit, compliance, economic development, consulting services and software products. Its audit and consulting services include sales, use and transaction taxes, property taxes, transient occupancy taxes, and a Medical Cannabis Management Program. The firm also provides a variety of enterprise software processing tools for business licensing, code enforcement, animal control, building permits and tracking/billing of false alarms. HdL's systematic and coordinated approach to revenue management and economic data analysis is currently being utilized by over 400 agencies in six states. The firm currently serves 44 counties, 299 cities and 79 transactions tax districts in California.

HdL's key staff has extensive experience serving local government and many have previously held positions in city management, finance, planning, economic development or revenue collection. HdL is a Corporate Partner of the League of California Cities and California State Association of Counties, and works extensively with the County Auditor's Association of California, California Society of Municipal Finance Officers (CSMFO) and California Municipal Revenue and Tax Association (CMRTA) on anticipation and planning of programs to strengthen local government revenues.

This close understanding of local government needs coupled with extensive databases and advance methodology provides for the most relevant, productive and responsive, revenue recovery, forecasting and economic services available.

Our team of professionals has over 20 years of direct experience with establishing and implementing medical and retail cannabis regulatory and taxation programs which include establishing land-use regulations, permit processes, staffing plans, cost recovery fees, structuring cannabis business tax fees, regulatory compliance, financial audits and law enforcement training. Our team has conducted over 10,000 cannabis compliance inspections and investigations in Colorado and California.

David McPherson, Cannabis Compliance Director

David McPherson works with local agencies to prepare them to mitigate regulatory issues surrounding Proposition 64. Prior to joining the firm, David served 28 years in local government for the County of Orange and the cities of Newport Beach, San Jose and Oakland. David's experience as a law enforcement officer, compliance auditor, and tax administrator has provided him a wealth of experience that makes him uniquely qualified to manage HdL's Cannabis Services Program. While working for the City of Oakland, he

became the first Tax Administrator in the Country to successfully tax, regulate and audit medical Cannabis businesses. David has over 7 years of experience working with Cannabis regulatory programs.

David is one of the state's most recognized experts in cannabis horticulture, processing and dispensary operations. He uses his experience to assist local and state agencies in developing Cannabis policies for regulation, compliance, auditing and economic development. He worked closely with the League of Cities and lobbyists on the development of AB 243, SB 243 and AB 266 which established the Medical Cannabis Regulation and Safety Act (MCRSA).

David provides technical support on cannabis-related matters to the League of Cities, the Police Chief's Association, Rural County Representatives of California, and the California State Association of Counties. In addition, David is working collaboratively with the Department of Consumers Affairs, Department of Food & Agriculture, Department of Health Services and the State Board of Equalization on the implementation of best practices for regulating the Cannabis Industry for local agencies.

David received his Bachelor's Degree in History from California State University, Fullerton and his Master's Degree in Public Administration from California State University, Long Beach. While at Long Beach, he was named "Future Urban Administrator of the Year".

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Mark Lovelace has 16 years of broad experience in public policy, community engagement and advocacy from both inside and outside of government. He is recognized as a leader in advancing the statewide discussion of medical and recreational cannabis as a policy issue in California.

Mark served on the Humboldt County Board of Supervisors from 2009 through 2016, where he was instrumental in developing a comprehensive approach to regulating cannabis, including a voter-approved tax on commercial cultivation and an innovative track and trace pilot program. Mark established and co-chaired the Medical Marijuana Working Group for the California State Association of Counties (CSAC) and helped draft CSAC's legislative platform for cannabis issues. Mark pioneered the first-ever six-county regional summit on cannabis issues in 2015, which resulted in the North Coast Counties Marijuana Policy Statement. His work and input were pivotal in guiding the development of SB 643 and AB 243, two components of the Medical Cannabis Regulation and Safety Act (MCRSA).

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While working as a Supervisory Investigator at the Colorado Department of Revenue in the Marijuana Enforcement Division (MED) Matt managed Criminal Investigators and civilian staff in the Denver Metro and Longmont Field Offices. During his six-year tenure at the MED, he conducted approximately 10,000 criminal investigations and compliance reviews which included regulatory and financial investigations. In addition, he is a subject matter expert on track and trace systems. He understands the complexity of reviewing data to ensure businesses are in compliance with state and local regulations. Matt was also responsible for planning, developing and implementing report and field inspection protocols for the agency. He also played an instrumental role in recommending changes to current regulations and identifying essential language for new legislation in the State of Colorado. Matt is well known for his ability to maintain working relationships with Cannabis Industry leaders and external stakeholders in resolving issues.

Matt received his Bachelors of Science Degree from Biola University and currently maintains a Colorado Post Certificate. He has also served as an Adjunct Instructor teaching law enforcement principles related to criminology, correctional processes, procedural law, interviews, interrogations and criminal evidence at AIMS Community College in Greeley, Colorado.

Matt Hinderliter, Director Audit Services

During his 25-year tenure with HdL, Matt Hinderliter has directly participated in thousands of taxpayer audits. He is the author of an extensive audit training manual including information regarding complex point of sale issues and proposed changes in legislation and regulations. He created the state's first multi-dimensional audit process, which includes extensive data mining and web-based analysis combined with field investigations. He is responsible for quality control, and for ensuring HdL's audit techniques and programs remain at the industry's leading edge through continuous innovation and improvement. Mr. Hinderliter earned his Bachelor of Arts degree in Business Administration from California State University, Fullerton.

Stephanie Martin, Cannabis Outreach Coordinator

With over 28 years of diversified law enforcement experience, Stephanie has used her training and expertise to develop community-based partnerships, create and implement outreach programs and apply her communication skills for media relations. Stephanie's public service career included working as a Police Officer, Program Manager, and Community Affairs Officer for the Manhattan Beach Police Department. In these roles, Stephanie had supervisory responsibilities, managed budgets, performed training and interviewed/selected applicants. Stephanie also served as a DARE program coordinator for the City of Redondo Beach. Stephanie earned her Bachelor of Science degree from Chapman University in Orange California.

Ken Pfeiffer, Cannabis Project Manager

As Cannabis Project Manager, Ken assists our Northern California clients. He has 34 years' experience working in various business tax compliance roles with the State Board of Equalization, including 29 years in management. Most recently he served as Business Taxes Administrator III Board of Equalization, Director Field Office Cannabis Compliance Workgroup, where he was responsible for running workshops and conducting regulatory research. He also served as Director, Cannabis Compliance Pilot Project to study and report on regulatory best practices, identify barriers to voluntary compliance, and recommend regulatory and administrative changes to increase compliance in the medical Cannabis industry.

Ken has a Bachelor's degree in Business Administration from California State University, San Bernardino and continued his studies in the graduate program at California State University, San Bernardino in Business Administration and Management.

Elizabeth Eumurian, Senior Analyst

Elizabeth Eumurian is a Senior Analyst in HdL's Audit Department. Elizabeth previously worked for a large financial institution analyzing data for reporting anomalies and performing financial audits. She has also worked as a senior auditor in the entertainment industry. In this role, Elizabeth executed testing procedures for targeted audit programs, analyzed findings and prepared audit and compliance reports. Elizabeth earned her Bachelor of Arts degree in History from California State University, Fullerton.

Adam Crabtree, CEO of Nationwide Compliance Specialists (HdL Strategic Partner)

Adam Crabtree is the Founder and CEO of Nationwide Compliance Specialists, Inc. (NCS), headquartered in Denver, Colorado. After graduation, Adam began his career in banking, managing sales, operations and compliance for a Tier 1 bank. It was there that he recognized the inherent flaws and systemic disconnect between banks, state government, and the Cannabis Industry. Relying on his background in banking, his education, and his analytical acumen, he began to dig into the pain points that are at the center of these issues. It was at this point that the core of the NCS platform, the patent-pending predictive analytical

algorithm, was born. The algorithm was written to gather numerous, seemingly unrelated, data points and analyze the interplay between them. After a successful testing period, NCS transformed the algorithm into a high-powered, near-real time, analytics engine capable of aggregating and analyzing tens of millions of data points that are then transformed into clear, concise, detailed reports. These reports are used to assist in decision-making and resource allocation in the financial, regulatory and governmental sectors. The NCS partnership with HdL has established a "one of a kind" financial auditing program which will help ensure that cannabis businesses are properly reporting taxes, fees and other data required by state and local agencies.

Adam's expertise with identifying and recognizing financial banking issues has given him the opportunity to work collaboratively with state and local officials as well as financial institutions in Colorado and California. He is often requested to conduct presentations about the current challenges for the Cannabis Industry and how the use of advanced analytics can help government overcome them. In addition, he has conducted presentations to the California State Assembly, Alaska Bar Association, State Board of Equalization, Native Nation, and numerous elected officials spanning from Hawaii to Massachusetts. Adam is a proud three-time graduate of the University of Colorado (BA, MBA, MSF).

Johan Klehs – Lobbyist

The firm engages Johan Klehs as its lobbyist to represent client interests in matters before the State Board of Equalization and the state legislature. In statewide office, Mr. Klehs served as Chair and a Member of the State Board of Equalization as well as a Member of the Franchise Tax Board. He also served 14 years as a Member of the California State Assembly and 4 years as a Member of the San Leandro City Council. In the Assembly, Mr. Klehs chaired the Assembly Revenue and Taxation Committee longer than any individual in California's history.

V. REFERENCES

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EXHIBIT 2
PROPOSAL WITH ADDITIONAL SCOPE OF SERVICES AND COMPENSATION SCHEDULE

City of El Monte

Cannabis Management Program

HdL Companies
1340 Valley Vista Dr., Suite 200
Diamond Bar, CA 91765
www.hdlcompanies.com

Contact:
David McPherson
909.861.4335
dmcpherson@hdlcompanies.com

HdL COMPANIES

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I. LETTER OF TRANSMITTAL

November 29, 2017

Minh Thai, Economic Development Director
City of El Monte
11333 Valley Blvd
El Monte, CA 91731

Re: Proposal - Provide Subject Matter Expertise, Technical Support and Manage the Process to Select Medicinal Cannabis Businesses for the City of El Monte

Dear Mr. Thai,

Thank you for the opportunity to present this proposal to provide subject matter expertise and manage the selection process for medicinal cannabis business permits in the City of El Monte. HdL was incorporated in 1983 and has over 30 years of experience providing revenue enhancement and consulting services to local governments in California. HdL is a consortium of three companies established to maximize local government revenues by providing audit, compliance, economic development, consulting services and software products. Its audit and consulting services include sales, use and transaction taxes, property taxes, transient occupancy taxes, and a Medical Marijuana Management Program. HdL's systematic and coordinated approach to revenue management and economic data analysis is currently being utilized by over 400 agencies in six states. The firm currently serves 44 counties, 299 cities and 79 transactions tax districts in California.

Of particular interest to you and your team is our knowledgeable team of professionals who have direct experience in the establishment and implementation of Cannabis Regulatory Programs including establishing land-use regulations, registration processes, operation regulations for medicinal and adult use cannabis facilities, staffing plans, cost recovery, and structuring cannabis business tax fees.

Enclosed please find our detailed scope of services for HdL's Cannabis Management Program. We agree to adhere to the deliverable requirements for a total cost not to exceed $46,750. However, this will be subject to an agreed upon project schedule between El Monte and HdL.

We look forward to the opportunity to partner with the City of El Monte in developing a strategy which meets your program needs. If you have any questions or require additional information, please feel free to contact Andy Nickerson by email at anickerson@hdlcompanies.com or David McPherson at dmcpherson@hdlcompanies.com or by phone at 909.861.4335.

Sincerely,

Andy Nickerson
President, HdL Companies

II. PROPOSED SCOPE OF SERVICES

The regulation, compliance and taxation of cannabis is complex and filled with challenging issues. Therefore, the objectives presented in this proposal are based on HdL's experience and the expectations and desired outcomes of the City. However, due to the ongoing evolution of the state's Medical Cannabis Regulation and Safety Act (MCRSA), Proposition 64, Adult Use Marijuana Act (AUMA), and SB 94, the Medicinal Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), HdL is agreeable to modifications to this scope of services as deemed necessary by both HdL and City staff. Amendments to this Scope of Services shall be made in writing and shall not constitute additional hours of work without proper compensation unless otherwise approved by the City and HdL.

The Scope of Services to be provided by HdL shall include:

- Kick off meeting(s) with City Staff, City Sub Committees or Community Stakeholders;
- Identify issues which City staff needs to address in order to reduce any legal issues or problems prior to issuing regulatory permits to the cannabis businesses;
- Provide City staff with technical and policy expertise related to the operations and understanding of the Cannabis Industry in order to ensure compliance with the Medicinal Adult-Use Cannabis Regulation and Safety Act (MAUCRSA) and all applicable local ordinances;
- Ensure the procedures and application requirements for a permittee selection process is properly adhered to in order to validate the process and the final outcome.
- Develop a proposed timeline for implementation of the application process and Request for Permit Applications (RFPA), including reviewing qualification statements, records, and documents in coordination with City staff, City officials, or committees, and providing a recommendation to the City Council;

Objective 1: Provide Subject Matter Expertise & Technical Support

Subject matter expertise and technical support will begin upon the execution of a contract with the Consultant which will include the following:

- Assist the City in responding to questions and issues during the application process and provide clarification on regulations as well as industry technical issues during the application process;
- Review proposed applications to ensure that they comply with city ordinances and state laws as well as conform to industry best practices to regulate the cannabis businesses in the City;
- Monitor MAUCRSA policy development and provide feedback to City staff to ensure that the City is in compliance with any changes which may impact the development of the cities strategy to regulate and tax businesses which will be permitted in the City;

- Participate in staff meetings, conference calls, respond to staff inquires via phone and email, review staff reports to city council and assist with responses to inquiries from the public to staff.
- Committee/Council Meetings: HdL will be present to provide staff and city council technical support when available at City Committees/Council meetings at the request of the City Administration.

Objective 2: Program Management and Cost Recovery Fee Analysis

The project oversight and management objectives will begin upon the execution of a contract with the Consultant which will include the following:

- **Kickoff Meeting:** HdL will work with the City Manager, City Attorney or their designee to identify key internal stakeholders to attend meetings, define roles of the participants, discuss schedules, and scope of services. In addition, policies will be established for proper protocols and confidentiality of the applicant's documentation to ensure an equitable and fair evaluation process.
- **Project Management:** This includes facilitation of internal meetings, conference calls, staff inquiries via phone and email, participation in initial project functions and monitoring of status reports and present completion timelines.
- **Committee/Council Meetings:** HdL will assist in the preparation of a presentation for a City Committee/Council meeting at the request of the City Administration.

Objective 2.1: Application Development Support and Cost Recovery Fee Analysis

HdL staff will work collaboratively with City staff in processing the Medicinal business applications to ensure that they are completed in a timely manner. HdL will screen and review applications and make recommendations to the City on which applicants should be approved for the next phase of the application process.

Objective 2.1 Cost Recovery Fee Analysis
Develop cost recovery fees to recover the City's costs associated with reviewing applications and issuing permits. This will include the initial application process, Conditional Use Permit if applicable and the annual regulatory permit.

Objective 2.2 Application Development and Submittal Requirements
HdL will review applications in Phase I to make sure that each member of the applicant's team properly completed the application materials, which will include the background/Live Scan form and Identification Disclosure and Acknowledgement form.

Prior to Phase II, HdL staff experienced with developing "best practice" MMJ facility applications will collaborate with City staff in order in ensure all information desired by the City is incorporated in the MMJ business application. HdL will review the City's ordinance requirements, the California Attorney General's Guidelines for the Security and Non-

Diversion of Marijuana Grown for Medical Use (2008), and new regulatory requirements established by the Medicinal Adult-Use Cannabis Regulation and Safety Act (MAUCRSA).

Objective 2.3 Application Review and Initial Ranking

HdL will review all applications to identify incomplete submissions for immediate disqualification, omissions of live scan submissions of all business partners, and applications which do not conform to zoning requirements for their perspective permit specifically authorized by the RFPA. The best submissions will be forward thinking and deploy solutions that identify the best "green" practices, while employing "sustainable" energy and waste solutions, and implement the "best practices" available in the medicinal cannabis industry. Consideration will be given to applications designed to reduce and address actual or potential concerns the City may have regarding nuisance behavior, environmental issues, or product safety. Per the application procedures which were adopted by resolution the specific criteria which will be used in evaluating and rating the applications shall include the following:

- Overall quality of the proposal including responsiveness and conformance to RFPA requirements for content and format;
- Quality and appropriateness of proposed applicant team, professional experience and background of primary applicants and key sub lessees;
- Key personnel, project location, and other management staff with required experience and skills relevant to this project;
- Primary applicants experience and ability to manage operations of proposed facility, scheduling of work, cost estimating and budget management;
- Primary makeup of applicant's corporate board, and prior experience working with local government agencies;
- Patient tracking, product inventory management and recordkeeping;
- Quality and appropriateness of proposed site, business model, organization, and knowledge and experience working with specific legal codes and regulations;
- Transportation plan describing the procedures for safely and securely transporting cannabis products and currency;
- Applicants use, and implementation of solutions designed to reduce and address any actual or potential concerns of the City and its residents, and
- Any other additional information which the City would like to incorporate into the selection process which they deemed necessary.

Objective 2.3 Preliminary Results and Recommendations:

All applications will be scored by HdL staff and maintained on a spreadsheet. The scoring spreadsheet will be provided to the City, along with HdL's recommendations. The top

applicant's which shall be determined by the application guideline for each permitted category, will move on to Phase III.

Each of the final applicants from each category will be reviewed and rated based on ten (10) categories. An applicant's score for points will be based on their ability to meet or exceed minimum requirements in the ten (10) categories. Applicants must provide information on how they plan to meet these point categories. Such action will become a mandatory condition of their permit. Failure to meet or comply with these requirements will subject the applicants to penalties and/or revocation proceedings. The ten (10) categories are as follows:

1. Proposed Location
2. Business Plan
3. Community Benefits
4. Enhanced Product Safety
5. Environmental Benefits
6. Labor and Employee Practices
7. Local Enterprise
8. Neighborhood Compatibility Plan
9. Qualification of Principals
10. Safety and Security Plan

Objective 3: Facility Inspection and Interview Panel Support

HdL will assist City staff with conducting site verification prior to Phase III if applicable. All eligible applicants from Phase II will advance to Phase III which will consist of a Selection Committee interview panel. Prior to scheduling the panel interviews all proposed site locations will be inspected to determine if applicants have been operating prior to being issued a permit. Any applicants identified as having been in operation without a permit may be disqualified. If it is determined that an operation was pre-existing but did not pay past taxes, such failure to disclose this information will cause the application to be disqualified from consideration. In addition, any misrepresentation, failure to disclose, or withholding of information pertinent to this application process including but not limited to prior operations, board and management composition, pre-constructed sites, gross receipts, length of time operating, etc. may result in immediate disqualification.

Once the site inspection has been completed the applicants will be scheduled for a panel interview. HdL will help prepare the Selection Committee by establishing interview questions, schedule the interviews and create evaluation forms. The interview panel will consist of subject matter experts from the following departments: Economic Development Director, Senior Planner, Assistant City Manager, and Police Chief. Please note it is HdL's recommendation that the City Attorney's Office not participate on this panel in order to remain neutral in case of an appeal or potential litigation which they will have to defend. However, it will be the City's sole discretion on how to address this issue.

Objective 4: Final Selection and Issuance of Permits

- Following the objective ranking of the application materials and the interview panels scoring, HdL will assist the City Manager in the issuance of the permits and execution of the Development Agreements for all eligible applicants in the priority order. Applicants will all be scored in order to prioritize the eligibility list of permits in case the State limits the number of permits per Business & Professions Code §19332 (g) (8) for cultivation permits.

- HdL will be available to assist City staff with responses to questions or to provide other assistance at City Council meetings.

III. COST

HdL's fee proposal is based on time, materials and travel expenses associated with the execution of the services. It is based on the current scope of services as outlined in Objectives 1 through 4 for a fee not to exceed $46,750. This fee is based on the current requirements presented to HdL by City staff in order to meet these requirements and the following assumptions:

Scope of Service Objectives	Estimated Hours of Labor/Budget
Objective 1 – Subject Matter Expertise and Technical Support	**40 Hours / $10,000**
Objective 2 – Program Management and Cost Recovery Fee Analysis	**112 Hours/$28,000**
Objective 3 – Facility Inspection and Interview Panel Support	**25 Hours / $6,250**
Objective 4 – Final Selection and Permit Issuance	**10 Hours/$2,500**
Total	**187 Hours / $46,750**

Objective 1: Cost Assumptions -Subject Matter Expertise and Technical Support

- Subject matter expertise and technical support will be provided. However, should Consultant be required to attend additional meetings above that specified in the scope of services, travel time will be billed at half the hourly rate of a staff persons billable rate for up to two hours per on site visit.

Objective 2: Cost Assumptions – Program Management and Cost Recovery Fee Analysis

- Program management assumes project time will be conducted in a timely manner by the City and cost analysis is based on no more than 20 applications being submitted. Should the City receive more than 20 applications then the Consultant shall be compensated $1,875 for each additional application managed and reviewed.

Objective 3: Facility Inspections and Interview Panel Support

- HdL will conduct facility inspections for all applicants if applicable and provide technical support for the interview panel.

Objective 4: Final Selection and Issuance of the Permit

- HdL will assist the City Manager on the issuance of the regulatory permit and the preliminary design of the Development Agreement.

IV. EXPERIENCE AND RESOURCES

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Matt Eaton is the Cannabis Compliance Manager at HdL and plays a critical role in implementing the Cannabis Compliance Program for local agencies. Prior to joining the firm, he was a progressive law enforcement professional with 29 years' experience conducting criminal/regulatory investigations, and corporate/individual background investigations.

While working as a Supervisory Investigator at the Colorado Department of Revenue in the Marijuana Enforcement Division (MED) Matt managed Criminal Investigators and civilian staff in the Denver Metro and Longmont Field Offices. During his six-year tenure at the MED, he conducted approximately 10,000 criminal investigations and compliance reviews which included regulatory and financial investigations. In addition, he is a subject matter expert on track and trace systems. He understands the complexity of reviewing data to ensure businesses are in compliance with state and local regulations. Matt was also responsible for planning, developing and implementing report and field inspection protocols for the agency. He also played an instrumental role in recommending changes to current regulations and identifying essential language for new legislation in the State of Colorado. Matt is well known for his ability to maintain working relationships with Cannabis Industry leaders and external stakeholders in resolving issues.

Matt received his Bachelors of Science Degree from Biola University and currently maintains a Colorado Post Certificate. He has also served as an Adjunct Instructor teaching law enforcement principle related to criminology, correctional processes, procedural law, interviews, interrogations and criminal evidence at AIMS Community College in Greeley, Colorado.

Kami Miller, Cannabis Senior Auditor

Kami Miller is the Cannabis Senior Auditor at HdL who's primary role is to ensure cannabis compliance and identify the risk assessment in the supply chain process of each permitted business. Prior to joining the firm, she served three years as a Marijuana Compliance Manager for the Department of Public Behavior and Health (DPBH) for the State of Nevada. During this time Kami played a key role in Nevada's implementation of its Medical Marijuana Program in which she was responsible for statewide monitoring of medical marijuana facilities that included cultivation, production, testing labs and retail stores.

While working as a Marijuana Compliance Manager for the DPBH for the State of Nevada Kami Managed Compliance Auditors and support staff in the Las Vegas Office. During her three-year tenure at the DPBH, she conducted approximately 1,000 compliance and financial inspections in which she developed the documentation for the inspection protocols

in order to establish comprehensive reports. In addition, her experience in Nevada provided her the opportunity to learn the various track and trace systems that allowed her to develop industry supply chain practices for the Department of Taxation.

Kami received her Bachelors of Business Administration in E-Commerce and Supply Chain Management from Tennessee State University.

Stephanie Martin, Cannabis Outreach Coordinator

With over 28 years of diversified law enforcement experience, Stephanie has used her training and expertise to develop community-based partnerships, create and implement outreach programs and apply her communication skills for media relations. Stephanie's public service career included working as a Police Officer, Program Manager, and Community Affairs Officer for the Manhattan Beach Police Department. In these roles, Stephanie had supervisory responsibilities, managed budgets, performed training and interviewed/selected applicants. Stephanie also served as a DARE program coordinator for the City of Redondo Beach. Stephanie earned her Bachelor of Science degree from Chapman University in Orange California.

Ken Pfeiffer, Cannabis Project Manager

As Cannabis Project Manager, Ken assists our Northern California clients. He has 34 years' experience working in various business tax compliance roles with the State Board of Equalization, including 29 years in management. Most recently he served as Business Taxes Administrator III Board of Equalization, Director Field Office Cannabis Compliance Workgroup, where he was responsible for running workshops and conducting regulatory research. He also served as Director, Cannabis Compliance Pilot Project to study and report on regulatory best practices, identify barriers to voluntary compliance, and recommend regulatory and administrative changes to increase compliance in the medical marijuana industry.

Ken has a Bachelor's degree in Business Administration from California State University, San Bernardino and continued his studies in the graduate program at California State University, San Bernardino in Business Administration and Management.

Elizabeth Eumurian, Senior Analyst

Elizabeth Eumurian is a Senior Analyst in HdL's Audit Department. Elizabeth previously worked for a large financial institution analyzing data for reporting anomalies and performing financial audits. She has also worked as a senior auditor in the entertainment industry. In this role, Elizabeth executed testing procedures for targeted audit programs, analyzed findings and prepared audit and compliance reports. Elizabeth earned her Bachelor of Arts degree in History from California State University, Fullerton.

Adam Crabtree, CEO of Nationwide Compliance Specialists (HdL Strategic Partner)

Adam Crabtree is the Founder and CEO of Nationwide Compliance Specialists, Inc. (NCS), headquartered in Denver, Colorado. After graduation, Adam began his career in banking, managing sales, operations and compliance for a Tier 1 bank. It was there that he recognized the inherent flaws and systemic disconnect between banks, state government, and the Cannabis Industry. Relying on his background in banking, his education, and his analytical acumen, he began to dig into the pain points that are at the center of these issues. It was at this point that the core of the NCS platform, the patent-pending predictive analytical algorithm, was born. The algorithm was written to gather numerous, seemingly unrelated, data points and analyze the interplay between them. After a successful testing period, NCS transformed the algorithm into a high-powered, near-real time, analytics engine capable of aggregating and analyzing tens of millions of data points that are then transformed into clear, concise, detailed reports. These reports are used to assist in decision-making and resource allocation in the financial, regulatory and governmental sectors. The NCS partnership with HdL has established a "one of a kind" financial auditing program which will help ensure that cannabis businesses are properly reporting taxes, fees and other data required by state and local agencies.

Adam's expertise with identifying and recognizing financial banking issues has given him the opportunity to work collaboratively with state and local officials as well as financial institutions in Colorado and California. He is often requested to conduct presentations about the current challenges for the Cannabis Industry and how the use of advanced analytics can help government overcome them. In addition, he has conducted presentations to the California State Assembly, Alaska Bar Association, State Board of Equalization, Native Nation, and numerous elected officials spanning from Hawaii to Massachusetts. Adam is a proud three-time graduate of the University of Colorado (BA, MBA, MSF).

Johan Klehs, Lobbyist

The firm engages Johan Klehs as its lobbyist to represent client interests in matters before the State Board of Equalization and the state legislature. In statewide office, Mr. Klehs served as Chair and a Member of the State Board of Equalization as well as a Member of the Franchise Tax Board. He also served 14 years as a Member of the California State Assembly and 4 years as a Member of the San Leandro City Council. In the Assembly, Mr. Klehs chaired the Assembly Revenue and Taxation Committee longer than any individual in California's history.

V. REFERENCES

Mark Evanoff
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City of Union City
Phone: 510.675.5345
Email: marke@unioncity.org

Jeanie O'Laughlin
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Email: findir@Californiacity-ca.gov

Jesse Mays
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Darlene Mata
Community Development Director
City of Hanford
Phone: 559.585.2580
Email: dmata@cityofhanfordca.com

ATTACHMENT 3
SECOND AMENDMENT TO HDL AGREEMENT

2019

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Engagement: Cannabis Business Review and Management Program)
(Parties: HdL and City of El Monte)

THIS SECOND AMENDMENT (the "Second Amendment") to that certain 2017 agreement entitled "2017 Professional Services Agreement" is made and entered into on this 2nd day of June, 2019 by and between the City of El Monte, a municipal corporation (the "CITY") and HdL (the "CONSULTANT"). For the purposes of this Second Amendment, City and CONSULTANT may be referred to collectively as the "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

RECITALS

This Second Amendment is made and entered into with respect to the following facts:

WHEREAS, at its regular meeting of June 20, 2017, under agenda item 16.1, the City Council of CITY authorized the professional services engagement of CONSULTANT under the City Manager's not-to-exceed $30,000 contract authority (the "Master Agreement");

WHEREAS, on or about December 5, 2017, the Master Agreement was amended by a first amendment to the Master Agreement (the "First Amendment") to provide for the provision of services by CONSULTANT to CITY concerning the review and ranking of commercial cannabis applications, the formulation of recommendations for such applications, and guidance with facility inspections and permit issuance;

WHEREAS, the Master Agreement and First Amendment are attached hereto as **Attachment 1**;

WHEREAS, the Parties seek to modify the Master Agreement, as amended by the First Amendment, to extend the term of the engagement through June 30, 2021 and increase the compensation cap to $174,180; and

WHEREAS, CONSULTANT represents that it still possesses the specialized training, skill, expertise and experience required to perform the services contemplated under the Master Agreement and First Amendment.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Section 1.2 (Term) of the Master Agreement is hereby amended to read as follows:

This Agreement shall have a term commencing from the Effective Date through June 30, 2021. Nothing in this Section 1.2 shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

2. Subsection B of Section 1.3 (Compensation) is hereby amended by the addition of subsection 6, which shall read as follows:

B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the aggregate not-to-exceed sum of ONE HUNDRED SEVENTY-FOUR THOUSAND ONE HUNDRED EIGHTY DOLLARS ($174,180).

3. Except as otherwise set forth in this Second Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. Section 6.19 of the Master Agreement notwithstanding, this Second Amendment together with the Master Agreement shall constitute the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed in both documents.

4. The provisions of this Second Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Second Amendment and the provisions of the Master Agreement, the provisions of this Second Amendment shall control, but only in so far as such provisions conflict with the Master Agreement and no further.

[SIGNTATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed on the day and year first appearing in the paragraph preceding the recitals.

CITY:

City of El Monte

By: _____
Alex Hamilton, City Manager

Date: 7/15/19

CONSULTANT:

HdL:

By: _____

Name: Andrew Nickerson

Title: President

Date: July 10, 2019

APPROVED AS TO FORM:

By: _____
Office of the City Attorney

Date: 7/15/19

ATTACHMENT 1
MASTER AGREEMENT AS AMENDED BY FIRST AMENDMENT

For Internal Use Only
Contract No.: 17P08079.1A

2017

FIRST AMENDMENT TO LICENSE AND CONTRACT SERVICES AGREEMENT

(Engagement: Cannabis Business Review and Management Program)

(Parties: HdL and City of El Monte)

THIS FIRST AMENDMENT (the "First Amendment") to that certain 2017 agreement entitled "2017 Professional Services Agreement" is made and entered into on this 5th day of December, 2017 by and between the City of El Monte, a municipal corporation (the "CITY") and HdL (the "CONSULTANT"). For the purposes of this First Amendment, City and CONSULTANT may be referred to collectively as the "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

RECITALS

WHEREAS, at its regular meeting of June 20, 2017, under agenda item 16.1, the City Council of CITY authorized the professional services engagement of CONSULTANT under the City Manager's not-to-exceed $30,000 contract authority, which is memorialized pursuant to a master agreement (the "Master Agreement");

WHEREAS, the Master Agreement is attached hereto as **Exhibit 1**;

WHEREAS, pursuant to the Master Agreement, CONSULTANT has advised and assisted CITY with the development of regulatory commercial cannabis activity Ordinance No. 2924 and related fees for such permitted commercial cannabis activities;

WHEREAS, the Parties seek to amend the Master Agreement to provide for the provision of services by CONSULTANT to CITY concerning the review and ranking of commercial cannabis applications, the formulation of recommendations for such applications, and guidance with facility inspections and permit issuance;

WHEREAS, the Parties accordingly seek to amend the Master Agreement to adjust the term, scope of services, and compensation to allow for such additional services;

WHEREAS, CONSULTANT represents that it still possesses the specialized training, skill, expertise and experience required to perform the services contemplated under the Master Agreement and First Amendment; and

WHEREAS, this First Amendment was approved by the El Monte City Council at its regular meeting on December 5, 2017.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Section 1.1 (Scope of Services) of the Master Agreement is hereby amended to augment the Scope of Services, as therein defined, with the additional services set forth in pages 3 through 7 of CONSULTANT's proposal, which is attached hereto as **Exhibit 2**.

2. Section 1.2 (Term) of the Master Agreement is hereby amended to read as follows:

> This Agreement shall have a term commencing from the Effective Date through June 30, 2019. Nothing in this Section 1.2 shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

3. Exhibit "A," as described in Subsection A of Section 1.3 (Compensation) is hereby augmented by the additional compensation schedule on page 8 of **Exhibit 2,** which shall be augmented by a 20% contingency fee.

4. Subsection B of Section 1.3 (Compensation) is hereby amended by the addition of subsection 6, which shall read as follows:

> B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the aggregate not-to-exceed sum of NINETY-TWO THOUSAND ONE HUNDRED DOLLARS ($92,100).

5. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. This First Amendment together with the Master Agreement shall constitute the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed in both documents.

6. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall control, but only in so far as such provisions conflict with the Master Agreement and no further.

[SIGNTATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed on the day and year first appearing in the paragraph preceding the recitals.

CITY:

City of El Monte

By: 12/13/2017
Jesús M. Gomez
City Manager

CONSULTANT:

HdL:

By:_____

Name:_____

Title: _____

APPROVED AS TO FORM:

By:
Office of the City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed on the day and year first appearing in the paragraph preceding the recitals.

CITY:

City of El Monte

By:_____
Jesús M. Gomez
City Manager

CONSULTANT:

HdL:

By:_____

Name: Andrew Nickerson

Title: President

APPROVED AS TO FORM:

By:_____
Office of the City Attorney

EXHIBIT 1
MASTER AGREEMENT

For Internal Reference Only:
Contract No. 17P08079

2017
PROFESSIONAL SERVICES AGREEMENT
(HDL – Cannabis Business Review and Program Management)

THIS 2017 PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 26th day of July 2017 (hereinafter, the "Effective Date"), by and between the CITY OF EL MONTE, a municipal corporation ("CITY") and HdL Companies, a California (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I.
ENGAGEMENT TERMS

1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the **"Scope of Services"**). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 TERM: This Agreement shall have a term commencing from the Effective Date through June 30, 2018. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION:

A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is included in Exhibit "A" (hereinafter, the "Approved Cost Schedule").

B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of THIRTY THOUSAND DOLLARS ($30,000) (hereinafter, the "Not-to-Exceed Sum"),

unless such added expenditure is first approved by the City Manager. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Economic Development Director (hereinafter, the "CITY Representatives") to act as its representatives for the

performance of this Agreement. The CITY Representative a or designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Andrew Nickerson to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;

B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;

C. CONSULTANT shall comply with all applicable state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);

D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and

F. All of CONSULTANT's employees and agents (including but not limited subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates,

qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and

Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor 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 to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III.
INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or

appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV.
INDEMNIFICATION

4.1 The Parties agree CONSULTANT will hold harmless and indemnify and at CITY's request reimburse defense costs for CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") from and against any and all suits, actions, or claims, or any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct.

4.2 Indemnification for other Damages. CONSULTANT indemnifies and hold harmless CITY and CITY Indemnitees from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its

performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise. Both Parties understand and agree that nothing in this Agreement constitutes advice by CONSULTANT to CITY to violate any existing law and, accordingly, this section does not obligate CONSULTANT to the extent that federal or state law may now, or subsequently, prohibit the actions recommended by CONSULTANT pursuant to this Agreement.

4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under

this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary of involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect..

C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;

ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid

sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI.
MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:
HdL Companies
1340 Valley Vista Drive, Suite 200
Attn: Andrew Nickerson
Phone: (909) 861-4335
E-mail: anickerson@hdlcompanies.com

CITY:
City of El Monte
Economic Development
11333 Valley Boulevard
El Monte, CA 91731
Attn: Minh Thai
Phone: (626) 258-8626
E-mail: mthai@elmonteca.gov

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person,

other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF EL MONTE

By: 7/26/2017
Jesus M. Gomez, City Manager

HDL COMPANIES

By:
Andrew Nickerson, President

APPROVED AS TO FORM:

By:
Office of the City Attorney

For Internal Reference Only:
Contract No. 17P08079

EXHIBIT "A"
SCOPE OF WORK

City of El Monte

Cannabis Management Program

HdL Companies
1340 Valley Vista Dr., Suite 200
Diamond Bar, CA 91765
www.hdlcompanies.com

Contact:
David McPherson
909.861.4335
dmcpherson@hdlcompanies.com

HdL
COMPANIES

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I. LETTER OF TRANSMITTAL

June 12, 2017

Minh Thai, Economic Development Director
City of El Monte
11333 Valley Blvd
El Monte, CA 91731

Re: Proposal - Provide Subject Matter Expertise to Develop a Regulatory and Land Use Ordinance, Develop Cost Recovery Fees & Create a Tax Measure for the City of El Monte

Dear Mr. Thai,

Thank you for the opportunity to present this proposal to provide subject matter expertise, develop a regulatory and land use ordinance, develop cost recovery fees and create a tax measure for the City of El Monte. HdL was incorporated in 1983 and has over 30 years of experience providing revenue enhancement and consulting services to local governments in California. HdL is a consortium of three companies established to maximize local government revenues by providing audit, compliance, economic development, consulting services and software products. Its audit and consulting services include sales, use and transaction taxes, property taxes, transient occupancy taxes, and a Cannabis Management Program. The firm also provides a variety of enterprise software products for business licensing, code enforcement, animal control, building permits and tracking/billing of false alarms. HdL's systematic and coordinated approach to revenue management and economic data analysis is currently being utilized by over 400 agencies in six states. The firm currently serves 44 counties, 299 cities and 79 transactions tax districts in California.

Of interest to you and your team is our knowledgeable team of professionals who have direct experience in the establishment and implementation of Cannabis Regulatory Programs including establishing land-use regulations, registration processes, operation regulations for cannabis facilities, staffing plans, cost recovery, structuring cannabis business taxes and conducting compliance and financial audits.

Enclosed please find our detailed scope of services for HdL's Cannabis Management Program. We agree to adhere to the deliverable requirements for a total cost not to exceed $30,000. However, this will be subject to an agreed upon project schedule between El Monte and HdL.

We look forward to the opportunity to partner with the City of El Monte in developing a strategy which meets your program needs. If you have any questions or require additional information, please feel free to contact Andy Nickerson at 909.861.4335 or by email at anickerson@hdlcompanies.com or David McPherson at 909.861.4335 or by email at dmcpherson@hdlcompanies.com.

Sincerely,

Andy Nickerson
President, HdL Companies

II. PROPOSED SCOPE OF SERVICES

The regulation, compliance and taxation of cannabis is complex and filled with challenging issues. Therefore, the objectives presented in this proposal are based on HdL's experience and the expectations and desired outcomes of the City. However, due to the ongoing evolution of the state's Medical Cannabis Regulation and Safety Act (MCRSA) and Proposition 64, Adult Use Act (AUMA), HdL is agreeable to modifications to this scope of services as deemed necessary by both HdL and City staff. Amendments to this Scope of Services shall be made in writing and shall not constitute additional hours of work without proper compensation unless otherwise approved by the City and HdL.

The Scope of Services to be provided by HdL shall include:

- Kick off meeting(s) with City Staff, City Sub Committees or Community Stakeholders;
- Create a regulatory and land use commercial cannabis activity ordinance for medical cannabis businesses which will create the best practices that will ensure public safety, and preserve the welfare and health of the City of El Monte.
- Identify issues which City staff needs to mitigate related to legal issues or problems prior to issuing regulatory permits to the cannabis businesses;
- Provide City staff with technical and policy expertise related to the operations and understanding of the Cannabis Industry to ensure compliance with the Medical Cannabis and Safety Act (MCRSA), Adult Use Marijuana Act (AUMA) and all applicable local ordinances;
- Design procedures and application requirements for a permittee selection process that will be used to invite, review, score, and provide recommendations on applicants to operate cannabis businesses in the City;
- Develop a proposed timeline for implementation of the application procedure and Request for Permit Application (RFPA), including reviewing qualification statements, records, and documents in coordination with City staff, City officials, or committees, and providing a recommendation to the City Council;
- Develop cost recovery fees to recover the City's costs for reviewing all cannabis business applications and issuing cannabis business permits;
- Develop an annual cannabis business regulatory fee to recover costs associated with administrative oversight of permitted cannabis facilities, conduct code/fire inspections, compliance and financial audits as well as other regulatory functions deemed necessary by the City;
- Prepare a fiscal revenue report identifying tax options for the various types of cannabis businesses; and
- Develop a tax measure and ordinance which will provide the City maximum economic benefits but at the same time ensure long term stability for the cannabis business operators.

Objective 1: Provide Subject Matter Expertise & Technical Support

Subject matter expertise and technical support will begin upon the execution of a contract with the Consultant which will include the following:

- Consultant shall work with City staff on issues related to cannabis tax policies;
- Attend and present reports for up to two (2) Planning Commission meetings.
- Consultant shall designate a planning staff member or subcontractor planner to serve as a project manner as part of its team to develop a land use ordinance and draft staff reports for the Planning Commission, and City Council meetings.
- Develop and design a regulatory/land use ordinance for cultivation, manufacturing, testing labs, distribution centers and transportation facilities;
- Ensure proposed city ordinance complies with all state and local laws and conforms to the best practices to regulate the cannabis businesses in the City;
- Monitor MCRSA and AUMA policy development and provide feedback to City staff to ensure that the City follows any changes which may impact the development of the cities strategy to regulate and tax businesses which will be permitted in the City;
- Participate in staff meetings, conference calls, respond to staff inquires via phone and email, review staff reports to city council and assist with responses to inquiries from the public to staff.
- Committee/Council Meetings: HdL will be present to provide staff and city council technical support for up to two (2) City Committee/Council meetings at the request of the City Administration. Any additional meeting maybe subject to additional travel cost and staffs hourly rate.

Objective 2: Application Development & Submittal Requirements

The development of a regulatory application process will begin upon the execution of a contract with the Consultant which will include the following:

- **Develop Application Process and Milestones:** HdL staff will present best practice approaches to designing the qualification review phase and the RFPA review phase. HdL will verify the regulatory requirements and established due dates which shall be approved by City staff.
- HdL staff will work collaboratively with City staff in developing the cannabis business application and recommending fees for all phase of the process to ensure cost recovery of staff resources.

Objective 2.1 Application Development and Submittal Requirements

Phase I will require each member of the applicant's team to complete the application materials, which will include a Live Scan form or other alternative background checks, Release & Authorization form and Disclosure and Acknowledgement form.

Prior to Phase II, HdL staff experienced with developing "best practice" cannabis facility applications will collaborate with City staff in order in ensure all information desired by the City is incorporated in the cannabis business application. HdL will review the City's

ordinance requirements, the California Attorney General's Guidelines for the Security and Non-Diversion of Cannabis Grown for Medical Use (2008), and new regulatory requirements established by the Medical Cannabis Safety Act (MCRSA) and the Adult Use Marijuana Act (AUMA). Furthermore, HdL will develop evaluation criteria to be used for the review process in accordance with El Monte's Commercial Cannabis Ordinance. In addition to the documents and minimum standard requirements for the filing of the application the Request for Permit Application (RFPA) will consider seven (7) key components of the application.

The criteria to be used in the decision process will include the following but not limited solely on these categories:

- Location of the proposed facility
- Articles of incorporation
- Live scan submissions
- Proof of capitalization
- Proof of insurance
- Business plan (includes building & construction, security plan and fire plan)
- Industry experience

Objective 2.2 Application Review and Initial Ranking

The application process will identify incomplete submissions for immediate disqualification, omissions of live scan submissions and background checks of all business partners, and applications which do not conform to zoning requirements for their perspective permit specifically authorized by the RFPA. The best submissions will be forward thinking and deploy solutions that identify the best "green" practices, while employing "sustainable" energy and waste solutions, and implement the "best practices" available in the cannabis industry. Consideration will be given to applications designed to reduce and address actual or potential concerns the City may have regarding nuisance behavior, environmental issues, or product safety.

The specific criteria which will be used in evaluating and rating the applications shall include the following:

- Overall quality of the proposal including responsiveness and conformance to the RFPA requirements for content and format;
- Quality and appropriateness of proposed applicant team, professional experience and background of primary applicants and key sub lessees;

- Key personnel, project location, and other management staff with required experience and skills relevant to this project;

- Primary applicants experience and ability to manage operations of proposed facility, scheduling of work, cost estimating and budget management;
- Primary makeup of applicant's corporate board, and prior experience working with local government agencies;
- Patient tracking, product inventory management and recordkeeping;
- Quality and appropriateness of proposed site, business model, organization, and knowledge and experience working with specific legal codes and regulations;
- Transportation plan describing the procedures for safely and securely transporting cannabis products and currency;
- Applicants use and implementation of solutions designed to reduce and address any actual or potential concerns of the City and its residents, and
- Any other additional information which the City would like to incorporate into the selection process which they deemed necessary.

Objective 2.3 Preliminary Results and Recommendations:
All applications will be scored and maintained on a spreadsheet. The top applicant's which shall be determined by the application guideline for each permitted category, will move on to Phase III.

Each of the final applicants from each category will be reviewed and rated based on ten (10) categories. An applicant's score for points will be based on their ability to meet or exceed minimum requirements in the ten (10) categories. Applicants must provide information on how they plan to meet these point categories. Such action will become a mandatory condition of their permit. Failure to meet or comply with these requirements will subject the applicants to penalties and/or revocation proceedings. The ten (10) categories are as follows:

1. Proposed Location
2. Business Plan
3. Community Benefits
4. Enhanced Product Safety
5. Environmental Benefits
6. Labor and Employee Practices
7. Local Enterprise
8. Neighborhood Compatibility Plan
9. Qualification of Principals
10. Safety and Security Plan

Optional Phase 2A: Expertise Examination
The City may at its discretion develop more stringent requirements to identify the most qualified applicants from this phase of the process by requiring an examination from a designated managing member of the applicant's collective. The City may award up to twenty-five (25) additional points for the examination responses.

The exam will test the applicant's familiarity with the El Monte Ordinance, MCRSA, AUMA, California law as it pertains to the Cannabis Industry, as well as the Attorney General's guidelines on Medicinal Cannabis. Examination scores will be added to the original score total. After all applicants, have been allocated their points and exam scores, the top scoring applicants as determined by the procedures in the selected categories will then move to Phase IV.

Objective 2:4 Facility Inspection and Interview Panel Support

Site verification will be conducted prior to Phase III. Panel interview questions will be prepared to be used by City staff for the final ranking of candidates.

The top Applicants from Phase II will advance to Phase III which will consist of a Selection Committee interview panel. Prior to scheduling the panel interviews all proposed site locations will be inspected to determine if applicants have been operating prior to being issued a permit. Any applicants identified as having been in operation without a permit may be disqualified. If it is determined that an operation was pre-existing but did not pay any past local taxes, such failure to disclose this information may cause the application to be disqualified from consideration. In addition, any misrepresentation, failure to disclose, or withholding of information pertinent to this application process including but not limited to prior operations, board and management composition, pre-constructed sites, gross receipts, length of time operating, etc. may result in immediate disqualification.

Once the site inspection has been completed the applicants will be scheduled for a panel interview. The interview panel will consist of subject matter experts from the following areas: Planning Division, Finance Department, Fire, and Police. Please note it is HdL's recommendation that the City Attorney's Office not participate on this panel to remain neutral in case of an appeal or potential litigation which they must defend. However, it will be the City's sole discretion on how to address this issue.

Objective 2:5 Final Selection and Presentation to Council

- Following the objective ranking of the application materials and the interview panels scoring, HdL will assist staff to bring forward for the City Council's consideration recommendations for issuing permits for applicants to operate the determined number of cannabis businesses authorized by City Council.

<u>Objective 3: Cost Recovery and Tax Measure Strategy</u>

Objective 3.1 Cost Recovery

- Develop cost recovery fees to recover the City's costs associated with reviewing applications and issuing permits. This will include the initial application process, Conditional Use Permit if applicable and the annual regulatory permit.

Objective 3.2 Tax Measure Strategy

- Prepare a fiscal revenue report identifying tax options for the various types of cannabis businesses which will be operating in the City to develop a tax strategy which maximizes the economic benefit for the City. HdL will then

develop a tax ballot measure and ordinance which can be approved by the voters of the City of El Monte.

III. COST

HdL's fee proposal is based on time, materials and travel expenses associated with the execution of the services. It is based on the current scope of services as outlined in Objectives 1 through 3 for a fee not to exceed $30,000.

Scope of Service Objectives	Estimated Hours of Labor/Budget
Objective 1 – Develop Regulatory and Land Use Ordinances and Provide Technical Support	**50 Hours/$12,500**
Objective 2 – Application Development and Submittal Requirements-Entitlement Process	**32 Hours/$8,000**
Objective 3 – Cost Recovery and Tax Measure Strategy	**38 Hours/$9,500**
Total	**120 Hours/$30,000**

Objective 1: Cost Assumptions -Develop Regulatory Ordinance and Provide Technical Support

- Subject matter expertise and technical support will be provided however, should Consultant be required to attend meetings outside the scope of service travel time will be billed at half the hourly rate of the staff member requested to attend the meeting up to two hours per on site visit.

Objective 2: Cost Assumptions – Application Development and Submittal Requirements

- Program management assumes project time will progress in a timely manner without unreasonable delays in completing the project.

Objective 3: Cost Assumptions – Cost Recovery and Tax Measure Strategy.

- Using its proprietary software and database, HdL will provide a fiscal analysis based on its understanding of cannabis industry trends, demographics and geographical location of the City in the State of California.
- HdL will conduct one (1) fiscal analysis report which will include business tax and sales tax assumptions.
- The Consultant will develop a tax measure and ordinance which will be approved by the City Council and the voters.

El Monte Timeline

June 25-July 1	Execute HdL Cannabis Management Contract and Conduct Kick Off Meeting
July 3-July 7	Draft City Cannabis Regulatory Ordinance for review and staff feedback
July 17-21	Draft City Land Use Ordinance for review and staff feedback
July 31-Aug 4	Present Land Use Ordinance to Planning Commission Meeting #1
Aug 14-18	Conduct Updates to Planning Commission Meeting #2
Aug 21-25	Develop and design merit-based application process
Aug 28-Sept 1	Establish Cost Recovery Fees for Application Process
Sept 11-15	Present Land Use and Regulatory Ordinance to City Council Meeting #1
Oct 2-Oct 6	Present Land Use and Regulatory Ordinance to City Council Meeting #2 and Application Process for Approval
Oct 16-20	Draft tax ordinance and tax measure language
Oct 30-Nov 3	Present Tax Measure to City Council
Nov 13-17	Finalize Tax Measure and adopt Tax Measure Resolution at City Council Meeting

IV. EXPERIENCE AND RESOURCES

Company Profile

Founded in 1983, HdL is a consortium of three companies established to maximize local government revenues by providing audit, compliance, economic development, consulting services and software products. Its audit and consulting services include sales, use and transaction taxes, property taxes, transient occupancy taxes, and a Medical Cannabis Management Program. The firm also provides a variety of enterprise software processing tools for business licensing, code enforcement, animal control, building permits and tracking/billing of false alarms. HdL's systematic and coordinated approach to revenue management and economic data analysis is currently being utilized by over 400 agencies in six states. The firm currently serves 44 counties, 299 cities and 79 transactions tax districts in California.

HdL's key staff has extensive experience serving local government and many have previously held positions in city management, finance, planning, economic development or revenue collection. HdL is a Corporate Partner of the League of California Cities and California State Association of Counties, and works extensively with the County Auditor's Association of California, California Society of Municipal Finance Officers (CSMFO) and California Municipal Revenue and Tax Association (CMRTA) on anticipation and planning of programs to strengthen local government revenues.

This close understanding of local government needs coupled with extensive databases and advance methodology provides for the most relevant, productive and responsive, revenue recovery, forecasting and economic services available.

Our team of professionals has over 20 years of direct experience with establishing and implementing medical and retail cannabis regulatory and taxation programs which include establishing land-use regulations, permit processes, staffing plans, cost recovery fees, structuring cannabis business tax fees, regulatory compliance, financial audits and law enforcement training. Our team has conducted over 10,000 cannabis compliance inspections and investigations in Colorado and California.

David McPherson, Cannabis Compliance Director

David McPherson works with local agencies to prepare them to mitigate regulatory issues surrounding Proposition 64. Prior to joining the firm, David served 28 years in local government for the County of Orange and the cities of Newport Beach, San Jose and Oakland. David's experience as a law enforcement officer, compliance auditor, and tax administrator has provided him a wealth of experience that makes him uniquely qualified to manage HdL's Cannabis Services Program. While working for the City of Oakland, he

became the first Tax Administrator in the Country to successfully tax, regulate and audit medical Cannabis businesses. David has over 7 years of experience working with Cannabis regulatory programs.

David is one of the state's most recognized experts in cannabis horticulture, processing and dispensary operations. He uses his experience to assist local and state agencies in developing Cannabis policies for regulation, compliance, auditing and economic development. He worked closely with the League of Cities and lobbyists on the development of AB 243, SB 243 and AB 266 which established the Medical Cannabis Regulation and Safety Act (MCRSA).

David provides technical support on cannabis-related matters to the League of Cities, the Police Chief's Association, Rural County Representatives of California, and the California State Association of Counties. In addition, David is working collaboratively with the Department of Consumers Affairs, Department of Food & Agriculture, Department of Health Services and the State Board of Equalization on the implementation of best practices for regulating the Cannabis Industry for local agencies.

David received his Bachelor's Degree in History from California State University, Fullerton and his Master's Degree in Public Administration from California State University, Long Beach. While at Long Beach, he was named "Future Urban Administrator of the Year".

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Mark Lovelace has 16 years of broad experience in public policy, community engagement and advocacy from both inside and outside of government. He is recognized as a leader in advancing the statewide discussion of medical and recreational cannabis as a policy issue in California.

Mark served on the Humboldt County Board of Supervisors from 2009 through 2016, where he was instrumental in developing a comprehensive approach to regulating cannabis, including a voter-approved tax on commercial cultivation and an innovative track and trace pilot program. Mark established and co-chaired the Medical Marijuana Working Group for the California State Association of Counties (CSAC) and helped draft CSAC's legislative platform for cannabis issues. Mark pioneered the first-ever six-county regional summit on cannabis issues in 2015, which resulted in the North Coast Counties Marijuana Policy Statement. His work and input were pivotal in guiding the development of SB 643 and AB 243, two components of the Medical Cannabis Regulation and Safety Act (MCRSA).

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While working as a Supervisory Investigator at the Colorado Department of Revenue in the Marijuana Enforcement Division (MED) Matt managed Criminal Investigators and civilian staff in the Denver Metro and Longmont Field Offices. During his six-year tenure at the MED, he conducted approximately 10,000 criminal investigations and compliance reviews which included regulatory and financial investigations. In addition, he is a subject matter expert on track and trace systems. He understands the complexity of reviewing data to ensure businesses are in compliance with state and local regulations. Matt was also responsible for planning, developing and implementing report and field inspection protocols for the agency. He also played an instrumental role in recommending changes to current regulations and identifying essential language for new legislation in the State of Colorado. Matt is well known for his ability to maintain working relationships with Cannabis Industry leaders and external stakeholders in resolving issues.

Matt received his Bachelors of Science Degree from Biola University and currently maintains a Colorado Post Certificate. He has also served as an Adjunct Instructor teaching law enforcement principles related to criminology, correctional processes, procedural law, interviews, interrogations and criminal evidence at AIMS Community College in Greeley, Colorado.

Matt Hinderliter, Director Audit Services

During his 25-year tenure with HdL, Matt Hinderliter has directly participated in thousands of taxpayer audits. He is the author of an extensive audit training manual including information regarding complex point of sale issues and proposed changes in legislation and regulations. He created the state's first multi-dimensional audit process, which includes extensive data mining and web-based analysis combined with field investigations. He is responsible for quality control, and for ensuring HdL's audit techniques and programs remain at the industry's leading edge through continuous innovation and improvement. Mr. Hinderliter earned his Bachelor of Arts degree in Business Administration from California State University, Fullerton.

Stephanie Martin, Cannabis Outreach Coordinator

With over 28 years of diversified law enforcement experience, Stephanie has used her training and expertise to develop community-based partnerships, create and implement outreach programs and apply her communication skills for media relations. Stephanie's public service career included working as a Police Officer, Program Manager, and Community Affairs Officer for the Manhattan Beach Police Department. In these roles, Stephanie had supervisory responsibilities, managed budgets, performed training and interviewed/selected applicants. Stephanie also served as a DARE program coordinator for the City of Redondo Beach. Stephanie earned her Bachelor of Science degree from Chapman University in Orange California.

Ken Pfeiffer, Cannabis Project Manager

As Cannabis Project Manager, Ken assists our Northern California clients. He has 34 years' experience working in various business tax compliance roles with the State Board of Equalization, including 29 years in management. Most recently he served as Business Taxes Administrator III Board of Equalization, Director Field Office Cannabis Compliance Workgroup, where he was responsible for running workshops and conducting regulatory research. He also served as Director, Cannabis Compliance Pilot Project to study and report on regulatory best practices, identify barriers to voluntary compliance, and recommend regulatory and administrative changes to increase compliance in the medical Cannabis industry.

Ken has a Bachelor's degree in Business Administration from California State University, San Bernardino and continued his studies in the graduate program at California State University, San Bernardino in Business Administration and Management.

Elizabeth Eumurian, Senior Analyst

Elizabeth Eumurian is a Senior Analyst in HdL's Audit Department. Elizabeth previously worked for a large financial institution analyzing data for reporting anomalies and performing financial audits. She has also worked as a senior auditor in the entertainment industry. In this role, Elizabeth executed testing procedures for targeted audit programs, analyzed findings and prepared audit and compliance reports. Elizabeth earned her Bachelor of Arts degree in History from California State University, Fullerton.

Adam Crabtree, CEO of Nationwide Compliance Specialists (HdL Strategic Partner)

Adam Crabtree is the Founder and CEO of Nationwide Compliance Specialists, Inc. (NCS), headquartered in Denver, Colorado. After graduation, Adam began his career in banking, managing sales, operations and compliance for a Tier 1 bank. It was there that he recognized the inherent flaws and systemic disconnect between banks, state government, and the Cannabis Industry. Relying on his background in banking, his education, and his analytical acumen, he began to dig into the pain points that are at the center of these issues. It was at this point that the core of the NCS platform, the patent-pending predictive analytical

algorithm, was born. The algorithm was written to gather numerous, seemingly unrelated, data points and analyze the interplay between them. After a successful testing period, NCS transformed the algorithm into a high-powered, near-real time, analytics engine capable of aggregating and analyzing tens of millions of data points that are then transformed into clear, concise, detailed reports. These reports are used to assist in decision-making and resource allocation in the financial, regulatory and governmental sectors. The NCS partnership with HdL has established a "one of a kind" financial auditing program which will help ensure that cannabis businesses are properly reporting taxes, fees and other data required by state and local agencies.

Adam's expertise with identifying and recognizing financial banking issues has given him the opportunity to work collaboratively with state and local officials as well as financial institutions in Colorado and California. He is often requested to conduct presentations about the current challenges for the Cannabis Industry and how the use of advanced analytics can help government overcome them. In addition, he has conducted presentations to the California State Assembly, Alaska Bar Association, State Board of Equalization, Native Nation, and numerous elected officials spanning from Hawaii to Massachusetts. Adam is a proud three-time graduate of the University of Colorado (BA, MBA, MSF).

Johan Klehs – Lobbyist

The firm engages Johan Klehs as its lobbyist to represent client interests in matters before the State Board of Equalization and the state legislature. In statewide office, Mr. Klehs served as Chair and a Member of the State Board of Equalization as well as a Member of the Franchise Tax Board. He also served 14 years as a Member of the California State Assembly and 4 years as a Member of the San Leandro City Council. In the Assembly, Mr. Klehs chaired the Assembly Revenue and Taxation Committee longer than any individual in California's history.

V. REFERENCES

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EXHIBIT 2
PROPOSAL WITH ADDITIONAL SCOPE OF SERVICES AND COMPENSATION SCHEDULE

City of El Monte

Cannabis Management Program

HdL Companies
1340 Valley Vista Dr., Suite 200
Diamond Bar, CA 91765
www.hdlcompanies.com

Contact:
David McPherson
909.861.4335
dmcpherson@hdlcompanies.com

HdL COMPANIES

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I. LETTER OF TRANSMITTAL

November 29, 2017

Minh Thai, Economic Development Director
City of El Monte
11333 Valley Blvd
El Monte, CA 91731

Re: Proposal - Provide Subject Matter Expertise, Technical Support and Manage the Process to Select Medicinal Cannabis Businesses for the City of El Monte

Dear Mr. Thai,

Thank you for the opportunity to present this proposal to provide subject matter expertise and manage the selection process for medicinal cannabis business permits in the City of El Monte. HdL was incorporated in 1983 and has over 30 years of experience providing revenue enhancement and consulting services to local governments in California. HdL is a consortium of three companies established to maximize local government revenues by providing audit, compliance, economic development, consulting services and software products. Its audit and consulting services include sales, use and transaction taxes, property taxes, transient occupancy taxes, and a Medical Marijuana Management Program. HdL's systematic and coordinated approach to revenue management and economic data analysis is currently being utilized by over 400 agencies in six states. The firm currently serves 44 counties, 299 cities and 79 transactions tax districts in California.

Of particular interest to you and your team is our knowledgeable team of professionals who have direct experience in the establishment and implementation of Cannabis Regulatory Programs including establishing land-use regulations, registration processes, operation regulations for medicinal and adult use cannabis facilities, staffing plans, cost recovery, and structuring cannabis business tax fees.

Enclosed please find our detailed scope of services for HdL's Cannabis Management Program. We agree to adhere to the deliverable requirements for a total cost not to exceed $46,750. However, this will be subject to an agreed upon project schedule between El Monte and HdL.

We look forward to the opportunity to partner with the City of El Monte in developing a strategy which meets your program needs. If you have any questions or require additional information, please feel free to contact Andy Nickerson by email at anickerson@hdlcompanies.com or David McPherson at dmcpherson@hdlcompanies.com or by phone at 909.861.4335.

Sincerely,

Andy Nickerson
President, HdL Companies

II. PROPOSED SCOPE OF SERVICES

The regulation, compliance and taxation of cannabis is complex and filled with challenging issues. Therefore, the objectives presented in this proposal are based on HdL's experience and the expectations and desired outcomes of the City. However, due to the ongoing evolution of the state's Medical Cannabis Regulation and Safety Act (MCRSA), Proposition 64, Adult Use Marijuana Act (AUMA), and SB 94, the Medicinal Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), HdL is agreeable to modifications to this scope of services as deemed necessary by both HdL and City staff. Amendments to this Scope of Services shall be made in writing and shall not constitute additional hours of work without proper compensation unless otherwise approved by the City and HdL.

The Scope of Services to be provided by HdL shall include:

- Kick off meeting(s) with City Staff, City Sub Committees or Community Stakeholders;
- Identify issues which City staff needs to address in order to reduce any legal issues or problems prior to issuing regulatory permits to the cannabis businesses;
- Provide City staff with technical and policy expertise related to the operations and understanding of the Cannabis Industry in order to ensure compliance with the Medicinal Adult-Use Cannabis Regulation and Safety Act (MAUCRSA) and all applicable local ordinances;
- Ensure the procedures and application requirements for a permittee selection process is properly adhered to in order to validate the process and the final outcome.
- Develop a proposed timeline for implementation of the application process and Request for Permit Applications (RFPA), including reviewing qualification statements, records, and documents in coordination with City staff, City officials, or committees, and providing a recommendation to the City Council;

Objective 1: Provide Subject Matter Expertise & Technical Support

Subject matter expertise and technical support will begin upon the execution of a contract with the Consultant which will include the following:

- Assist the City in responding to questions and issues during the application process and provide clarification on regulations as well as industry technical issues during the application process;
- Review proposed applications to ensure that they comply with city ordinances and state laws as well as conform to industry best practices to regulate the cannabis businesses in the City;
- Monitor MAUCRSA policy development and provide feedback to City staff to ensure that the City is in compliance with any changes which may impact the development of the cities strategy to regulate and tax businesses which will be permitted in the City;

- Participate in staff meetings, conference calls, respond to staff inquires via phone and email, review staff reports to city council and assist with responses to inquiries from the public to staff.
- Committee/Council Meetings: HdL will be present to provide staff and city council technical support when available at City Committees/Council meetings at the request of the City Administration.

Objective 2: Program Management and Cost Recovery Fee Analysis

The project oversight and management objectives will begin upon the execution of a contract with the Consultant which will include the following:

- **Kickoff Meeting:** HdL will work with the City Manager, City Attorney or their designee to identify key internal stakeholders to attend meetings, define roles of the participants, discuss schedules, and scope of services. In addition, policies will be established for proper protocols and confidentiality of the applicant's documentation to ensure an equitable and fair evaluation process.
- **Project Management:** This includes facilitation of internal meetings, conference calls, staff inquiries via phone and email, participation in initial project functions and monitoring of status reports and present completion timelines.
- **Committee/Council Meetings:** HdL will assist in the preparation of a presentation for a City Committee/Council meeting at the request of the City Administration.

Objective 2.1: Application Development Support and Cost Recovery Fee Analysis

HdL staff will work collaboratively with City staff in processing the Medicinal business applications to ensure that they are completed in a timely manner. HdL will screen and review applications and make recommendations to the City on which applicants should be approved for the next phase of the application process.

Objective 2.1 Cost Recovery Fee Analysis
Develop cost recovery fees to recover the City's costs associated with reviewing applications and issuing permits. This will include the initial application process, Conditional Use Permit if applicable and the annual regulatory permit.

Objective 2.2 Application Development and Submittal Requirements
HdL will review applications in Phase I to make sure that each member of the applicant's team properly completed the application materials, which will include the background/Live Scan form and Identification Disclosure and Acknowledgement form.

Prior to Phase II, HdL staff experienced with developing "best practice" MMJ facility applications will collaborate with City staff in order in ensure all information desired by the City is incorporated in the MMJ business application. HdL will review the City's ordinance requirements, the California Attorney General's Guidelines for the Security and Non-

Diversion of Marijuana Grown for Medical Use (2008), and new regulatory requirements established by the Medicinal Adult-Use Cannabis Regulation and Safety Act (MAUCRSA).

Objective 2.3 Application Review and Initial Ranking

HdL will review all applications to identify incomplete submissions for immediate disqualification, omissions of live scan submissions of all business partners, and applications which do not conform to zoning requirements for their perspective permit specifically authorized by the RFPA. The best submissions will be forward thinking and deploy solutions that identify the best "green" practices, while employing "sustainable" energy and waste solutions, and implement the "best practices" available in the medicinal cannabis industry. Consideration will be given to applications designed to reduce and address actual or potential concerns the City may have regarding nuisance behavior, environmental issues, or product safety. Per the application procedures which were adopted by resolution the specific criteria which will be used in evaluating and rating the applications shall include the following:

- Overall quality of the proposal including responsiveness and conformance to RFPA requirements for content and format;
- Quality and appropriateness of proposed applicant team, professional experience and background of primary applicants and key sub lessees;
- Key personnel, project location, and other management staff with required experience and skills relevant to this project;
- Primary applicants experience and ability to manage operations of proposed facility, scheduling of work, cost estimating and budget management;
- Primary makeup of applicant's corporate board, and prior experience working with local government agencies;
- Patient tracking, product inventory management and recordkeeping;
- Quality and appropriateness of proposed site, business model, organization, and knowledge and experience working with specific legal codes and regulations;
- Transportation plan describing the procedures for safely and securely transporting cannabis products and currency;
- Applicants use, and implementation of solutions designed to reduce and address any actual or potential concerns of the City and its residents, and
- Any other additional information which the City would like to incorporate into the selection process which they deemed necessary.

Objective 2.3 Preliminary Results and Recommendations:

All applications will be scored by HdL staff and maintained on a spreadsheet. The scoring spreadsheet will be provided to the City, along with HdL's recommendations. The top

applicant's which shall be determined by the application guideline for each permitted category, will move on to Phase III.

Each of the final applicants from each category will be reviewed and rated based on ten (10) categories. An applicant's score for points will be based on their ability to meet or exceed minimum requirements in the ten (10) categories. Applicants must provide information on how they plan to meet these point categories. Such action will become a mandatory condition of their permit. Failure to meet or comply with these requirements will subject the applicants to penalties and/or revocation proceedings. The ten (10) categories are as follows:

1. Proposed Location
2. Business Plan
3. Community Benefits
4. Enhanced Product Safety
5. Environmental Benefits
6. Labor and Employee Practices
7. Local Enterprise
8. Neighborhood Compatibility Plan
9. Qualification of Principals
10. Safety and Security Plan

Objective 3: Facility Inspection and Interview Panel Support

HdL will assist City staff with conducting site verification prior to Phase III if applicable. All eligible applicants from Phase II will advance to Phase III which will consist of a Selection Committee interview panel. Prior to scheduling the panel interviews all proposed site locations will be inspected to determine if applicants have been operating prior to being issued a permit. Any applicants identified as having been in operation without a permit may be disqualified. If it is determined that an operation was pre-existing but did not pay past taxes, such failure to disclose this information will cause the application to be disqualified from consideration. In addition, any misrepresentation, failure to disclose, or withholding of information pertinent to this application process including but not limited to prior operations, board and management composition, pre-constructed sites, gross receipts, length of time operating, etc. may result in immediate disqualification.

Once the site inspection has been completed the applicants will be scheduled for a panel interview. HdL will help prepare the Selection Committee by establishing interview questions, schedule the interviews and create evaluation forms. The interview panel will consist of subject matter experts from the following departments: Economic Development Director, Senior Planner, Assistant City Manager, and Police Chief. Please note it is HdL's recommendation that the City Attorney's Office not participate on this panel in order to remain neutral in case of an appeal or potential litigation which they will have to defend. However, it will be the City's sole discretion on how to address this issue.

Objective 4: Final Selection and Issuance of Permits

- Following the objective ranking of the application materials and the interview panels scoring, HdL will assist the City Manager in the issuance of the permits and execution of the Development Agreements for all eligible applicants in the priority order. Applicants will all be scored in order to prioritize the eligibility list of permits in case the State limits the number of permits per Business & Professions Code §19332 (g) (8) for cultivation permits.

- HdL will be available to assist City staff with responses to questions or to provide other assistance at City Council meetings.

III. COST

HdL's fee proposal is based on time, materials and travel expenses associated with the execution of the services. It is based on the current scope of services as outlined in Objectives 1 through 4 for a fee not to exceed $46,750. This fee is based on the current requirements presented to HdL by City staff in order to meet these requirements and the following assumptions:

Scope of Service Objectives	Estimated Hours of Labor/Budget
Objective 1 – Subject Matter Expertise and Technical Support	**40 Hours / $10,000**
Objective 2 – Program Management and Cost Recovery Fee Analysis	**112 Hours/$28,000**
Objective 3 – Facility Inspection and Interview Panel Support	**25 Hours / $6,250**
Objective 4 – Final Selection and Permit Issuance	**10 Hours/$2,500**
Total	**187 Hours / $46,750**

Objective 1: Cost Assumptions -Subject Matter Expertise and Technical Support

- Subject matter expertise and technical support will be provided. However, should Consultant be required to attend additional meetings above that specified in the scope of services, travel time will be billed at half the hourly rate of a staff persons billable rate for up to two hours per on site visit.

Objective 2: Cost Assumptions – Program Management and Cost Recovery Fee Analysis

- Program management assumes project time will be conducted in a timely manner by the City and cost analysis is based on no more than 20 applications being submitted. Should the City receive more than 20 applications then the Consultant shall be compensated $1,875 for each additional application managed and reviewed.

Objective 3: Facility Inspections and Interview Panel Support

- HdL will conduct facility inspections for all applicants if applicable and provide technical support for the interview panel.

Objective 4: Final Selection and Issuance of the Permit

- HdL will assist the City Manager on the issuance of the regulatory permit and the preliminary design of the Development Agreement.

IV. EXPERIENCE AND RESOURCES

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Matt Eaton is the Cannabis Compliance Manager at HdL and plays a critical role in implementing the Cannabis Compliance Program for local agencies. Prior to joining the firm, he was a progressive law enforcement professional with 29 years' experience conducting criminal/regulatory investigations, and corporate/individual background investigations.

While working as a Supervisory Investigator at the Colorado Department of Revenue in the Marijuana Enforcement Division (MED) Matt managed Criminal Investigators and civilian staff in the Denver Metro and Longmont Field Offices. During his six-year tenure at the MED, he conducted approximately 10,000 criminal investigations and compliance reviews which included regulatory and financial investigations. In addition, he is a subject matter expert on track and trace systems. He understands the complexity of reviewing data to ensure businesses are in compliance with state and local regulations. Matt was also responsible for planning, developing and implementing report and field inspection protocols for the agency. He also played an instrumental role in recommending changes to current regulations and identifying essential language for new legislation in the State of Colorado. Matt is well known for his ability to maintain working relationships with Cannabis Industry leaders and external stakeholders in resolving issues.

Matt received his Bachelors of Science Degree from Biola University and currently maintains a Colorado Post Certificate. He has also served as an Adjunct Instructor teaching law enforcement principle related to criminology, correctional processes, procedural law, interviews, interrogations and criminal evidence at AIMS Community College in Greeley, Colorado.

Kami Miller, Cannabis Senior Auditor

Kami Miller is the Cannabis Senior Auditor at HdL who's primary role is to ensure cannabis compliance and identify the risk assessment in the supply chain process of each permitted business. Prior to joining the firm, she served three years as a Marijuana Compliance Manager for the Department of Public Behavior and Health (DPBH) for the State of Nevada. During this time Kami played a key role in Nevada's implementation of its Medical Marijuana Program in which she was responsible for statewide monitoring of medical marijuana facilities that included cultivation, production, testing labs and retail stores.

While working as a Marijuana Compliance Manager for the DPBH for the State of Nevada Kami Managed Compliance Auditors and support staff in the Las Vegas Office. During her three-year tenure at the DPBH, she conducted approximately 1,000 compliance and financial inspections in which she developed the documentation for the inspection protocols

in order to establish comprehensive reports. In addition, her experience in Nevada provided her the opportunity to learn the various track and trace systems that allowed her to develop industry supply chain practices for the Department of Taxation.

Kami received her Bachelors of Business Administration in E-Commerce and Supply Chain Management from Tennessee State University.

Stephanie Martin, Cannabis Outreach Coordinator

With over 28 years of diversified law enforcement experience, Stephanie has used her training and expertise to develop community-based partnerships, create and implement outreach programs and apply her communication skills for media relations. Stephanie's public service career included working as a Police Officer, Program Manager, and Community Affairs Officer for the Manhattan Beach Police Department. In these roles, Stephanie had supervisory responsibilities, managed budgets, performed training and interviewed/selected applicants. Stephanie also served as a DARE program coordinator for the City of Redondo Beach. Stephanie earned her Bachelor of Science degree from Chapman University in Orange California.

Ken Pfeiffer, Cannabis Project Manager

As Cannabis Project Manager, Ken assists our Northern California clients. He has 34 years' experience working in various business tax compliance roles with the State Board of Equalization, including 29 years in management. Most recently he served as Business Taxes Administrator III Board of Equalization, Director Field Office Cannabis Compliance Workgroup, where he was responsible for running workshops and conducting regulatory research. He also served as Director, Cannabis Compliance Pilot Project to study and report on regulatory best practices, identify barriers to voluntary compliance, and recommend regulatory and administrative changes to increase compliance in the medical marijuana industry.

Ken has a Bachelor's degree in Business Administration from California State University, San Bernardino and continued his studies in the graduate program at California State University, San Bernardino in Business Administration and Management.

Elizabeth Eumurian, Senior Analyst

Elizabeth Eumurian is a Senior Analyst in HdL's Audit Department. Elizabeth previously worked for a large financial institution analyzing data for reporting anomalies and performing financial audits. She has also worked as a senior auditor in the entertainment industry. In this role, Elizabeth executed testing procedures for targeted audit programs, analyzed findings and prepared audit and compliance reports. Elizabeth earned her Bachelor of Arts degree in History from California State University, Fullerton.

Adam Crabtree, CEO of Nationwide Compliance Specialists (HdL Strategic Partner)

Adam Crabtree is the Founder and CEO of Nationwide Compliance Specialists, Inc. (NCS), headquartered in Denver, Colorado. After graduation, Adam began his career in banking, managing sales, operations and compliance for a Tier 1 bank. It was there that he recognized the inherent flaws and systemic disconnect between banks, state government, and the Cannabis Industry. Relying on his background in banking, his education, and his analytical acumen, he began to dig into the pain points that are at the center of these issues. It was at this point that the core of the NCS platform, the patent-pending predictive analytical algorithm, was born. The algorithm was written to gather numerous, seemingly unrelated, data points and analyze the interplay between them. After a successful testing period, NCS transformed the algorithm into a high-powered, near-real time, analytics engine capable of aggregating and analyzing tens of millions of data points that are then transformed into clear, concise, detailed reports. These reports are used to assist in decision-making and resource allocation in the financial, regulatory and governmental sectors. The NCS partnership with HdL has established a "one of a kind" financial auditing program which will help ensure that cannabis businesses are properly reporting taxes, fees and other data required by state and local agencies.

Adam's expertise with identifying and recognizing financial banking issues has given him the opportunity to work collaboratively with state and local officials as well as financial institutions in Colorado and California. He is often requested to conduct presentations about the current challenges for the Cannabis Industry and how the use of advanced analytics can help government overcome them. In addition, he has conducted presentations to the California State Assembly, Alaska Bar Association, State Board of Equalization, Native Nation, and numerous elected officials spanning from Hawaii to Massachusetts. Adam is a proud three-time graduate of the University of Colorado (BA, MBA, MSF).

Johan Klehs, Lobbyist

The firm engages Johan Klehs as its lobbyist to represent client interests in matters before the State Board of Equalization and the state legislature. In statewide office, Mr. Klehs served as Chair and a Member of the State Board of Equalization as well as a Member of the Franchise Tax Board. He also served 14 years as a Member of the California State Assembly and 4 years as a Member of the San Leandro City Council. In the Assembly, Mr. Klehs chaired the Assembly Revenue and Taxation Committee longer than any individual in California's history.

V. REFERENCES

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Darlene Mata
Community Development Director
City of Hanford
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CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF APRIL 21, 2020

April 6, 2020

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Honorable Mayor and City Council:

CONSIDERATION AND ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE APPROVING A HOME MINOR AMENDMENT TO THE FISCAL YEAR 2019-2020 ANNUAL ACTION PLAN TO ALLOCATE $44,260.30 IN HOME FUNDS TO THE HOME ADMINISTRATION FISCAL YEAR 2019-2020 BUDGET

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt the proposed Resolution (Attachment 1) approving a Minor Amendment to the Fiscal Year 2019-2020 Annual Action Plan to allocate $44,260.30 in HOME Funds to the HOME Administration Fiscal Year 2019-2020 Budget; and

2. Authorize an increase in appropriation of $44,260.30 in the HOME Fund to the HOME Administration Fiscal Year 2019-2020 Budget to account number 221-61-611-5111.

BACKGROUND

The City of El Monte (the "City"), as an entitlement city, receives Community Development Block Grant (CDBG), HOME Investment Partnerships ("HOME"), and Emergency Solutions Grant (ESG) Program funds on an annual basis from the U.S. Department of Housing and Urban Development (HUD) to carry out a wide range of community development activities, which benefit low-income residents. As a condition of the receipt of federal grants provided through HUD, the regulations require the annual submittal of a One-Year Action Plan ("Annual Action Plan") outlining proposed activities and projects for the expenditure of CDBG, HOME, and ESG funds.

MINOR AMENDMENT

The City budgeted $74,993 in HOME funds for administrative charges in the Fiscal Year (FY) 2019-2020 budget. General management, oversight, and coordination costs are always categorized as administrative costs. These include staff salaries, wages and other costs related to the planning and execution of HOME activities such as: program coordination; management and evaluation; travel costs incurred for official business in carrying out the program; and administrative services performed by a third party (i.e. consultants). The City has un-programmed HOME Funds in the amount of $44,260.30.

In accordance with the Citizen Participation Plan, changes in funding for an existing activity not amounting to more than 50 percent will not be considered a "substantial change" to the Annual Action Plan, but rather a Minor Amendment; therefore no formal amendment to the Annual Action Plan requiring public review and comment will be warranted. However, City Council approval of the activity funding changes is still required.

ADOPTED BUDGET AND PROPOSED AMENDMENTS

Adopted HOME Administrative Budget: In the FY 2019-2020 Annual Action Plan, the adopted HOME Administrative budget totaled $74,993.

Proposed Minor Amendment to the HOME Administrative Budget: The City is proposing to reprogram unspent and/or uncommitted funding in the amount of $44,260.30 to the current FY 2019. Should the Minor Amendment be approved, the new total amount available for FY 2019-2020 will be $119,253.30.

FISCAL IMPACT

There will be no negative impact on the General Fund as a result of this Minor Amendment.

CONCLUSION

It is recommended that the City Council adopt the proposed Resolution approving a Minor Amendment to the Fiscal Year 2019-2020 Annual Action Plan to allocate $44,260.30 in HOME Funds to the HOME Administration Fiscal Year 2019-2020 Budget; and authorize an increase in appropriation of $44,260.30 in the HOME Fund to the HOME Administration Fiscal Year 2019-2020 Budget to Account Number 221-61-611-5111.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONAVANIK
Community and Economic Development Director

Attachment:
1. Resolution

DATE: April 21, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

ATTACHMENT 1
RESOLUTION

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA APPROVING A HOME MINOR AMENDMENT MINOR AMENDMENT TO THE FISCAL YEAR 2019-2020 ANNUAL ACTION PLAN TO ALLOCATE $44,260.30 IN HOME FUNDS TO THE HOME ADMINISTRATION FISCAL YEAR 2019 -2020 BUDGET

WHEREAS, the City of El Monte (the "City") prepared and adopted a Five-Year Consolidated Plan covering the period July 1, 2015 to June 30, 2020;

WHEREAS, the purpose of the Consolidated Plan and the Annual Action Plan is to identify housing and community development needs and to develop specific goals and objectives to address those needs over a five-year period and is a requirement of the U.S. Department of Housing and Urban Development (HUD) that the City must meet in order to continue to receive federal housing and community development funds;

WHEREAS, on May 7, 2019, the City Council approved the Fiscal Year (FY) 2019-2020 Annual Action Plan for expenditure of the entitlement grants from HUD, including the HOME program. The approved Annual Action Plan was subsequently submitted to HUD in May 2019 and approved on July 15, 2019;

WHEREAS, the Citizen Participation Plan identifies that changes in funding for an existing activity not amounting to more than 50 percent will not be considered a "substantial change" to the Annual Action Plan;

WHEREAS, no formal amendment to the Annual Action Plan requiring public review and comment will be warranted. However, City Council approval of the activity funding changes is still required; and

WHEREAS, the City is proposing to appropriate additional $44,260.30 of HOME Funds to the HOME Administrative Budget for FY 2019-2020; increasing from $74,993 to $119,253.30.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

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

SECTION 2. The City Council of the City of El Monte does hereby adopt the Minor Amendment to the Fiscal Year 2019-2020 Annual Action Plan.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of El Monte at its regular meeting on this 21st day of April 2020.

_____
Andre Quintero
Mayor of the City of El Monte

ATTEST:

_____
Catherine A. Eredia
City Clerk of the City of El Monte

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

I, Catherine A. Eredia, City Clerk of the City of El Monte, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. _____ was passed and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 21st day of April, 2020 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Catherine A. Eredia
City Clerk of the City of El Monte

CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF APRIL 21, 2020

April 7, 2020

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Honorable Mayor and City Council:

CONSIDERATION AND ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE APPROVING A HOME COMMITMENT AGREEMENT BETWEEN THE CITY OF EL MONTE AND NEIGHBORHOOD HOUSING PARTNERS INC. (NHP) FOR 11423 STEWART STREET FOR THE PURPOSE OF CREATING AFFORDABLE HOUSING

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt the proposed Resolution (Attachment 1) approving a HOME Commitment Agreement (Attachment 2) with Neighborhood Housing Partners Inc. for 11423 Stewart Street for the purpose of creating affordable ownership housing; and

2. Authorize the City Manager to execute said Agreement on behalf of the City in a form approved by the City Attorney.

BACKGROUND

The City of El Monte (the "City"), as an entitlement city, receives HOME Investment Partnerships ("HOME") Program funds on an annual basis from the U.S. Department of Housing and Urban Development (HUD) to carry out a wide range of community development activities which benefit low-income residents. As a condition of the receipt of federal grants provided through HUD, a portion must be set aside for designated Community Housing Development Organizations (CHDOs). In its most recent Action Plan, the City set aside $698,965 in HOME funds for projects and activities carried out by certified CHDOs. HUD guidelines and regulations require CHDOs to meet certain criteria and qualifications and to be certified by a participating jurisdiction as a CHDO in order to be eligible to receive HOME Program funds.

On February 3, 2020, the City issued a Request for Qualifications (RFQ) inviting CHDOs interested in working with El Monte to submit their qualification and proposed projects. The City currently has an open process allowing CHDOs to submit their packages. Neighborhood Housing Partners Inc. (NHP) submitted their qualifications and subsequently met with City staff to discuss potential project opportunities.

The San Gabriel Valley Habitat for Humanity created Neighborhood Housing Partners Inc. to operate exclusively to support and benefit San Gabriel Valley Habitat for Humanity. Habitat for Humanity along with NHP seeks to eliminate poverty housing throughout the San Gabriel Valley and around the world by working with economically disadvantaged people to help them create a better human habitat in which to live and work. Habitat for Humanity's primary goal is to provide decent, affordable housing to low- and moderate-income individuals and families.

On March 4, 2020, the City Council approved a resolution certifying NHP as a qualified CHDO eligible to receive CHDO designated HOME funds.

ANALYSIS

On March 12, 2020, NHP submitted their formal project proposal and funding request to the City for review and approval. Staff has reviewed NHP's proposal, including schedule and costs, and believes the project would be a great benefit to the City through revitalization of run-down properties and the production of affordable housing units. The property will be purchased by NHP for $415,000. NHP intends to utilize the City's HOME CHDO funds in the amount of $208,913; down-payment assistance from the HOME Affordable Housing Program of the Federal Home Loan Bank in the amount of $22,000; and their own funds from capital reserves and fundraising in the amount of $333,000 for acquisition and renovation activities.

Staff is requesting that the City Council consider approval of a HOME Commitment Agreement in the amount of $208,913 with NHP for the acquisition of 11423 Stewart Street, a single-family residential property. This amount is within the maximum per unit subsidy allowable per HUD guidelines.

The existing home is approximately 840 square feet with two-bedrooms, one-bathroom and a detached garage. The home will be renovated by NHP and resold to a qualified low-income homebuyer who is at 80% or below the area median income. The scope of rehabilitation will include new electrical wiring, plumbing, HVAC, flooring, kitchen and bath fixtures, cabinets, counter tops, interior and exterior paint, landscaping, fencing, and a comprehensive repair of the existing garage.

NHP will market the project to prospective buyers, with an emphasis on current El Monte residents. NHP will provide an affordable mortgage loan for the selected qualified low-income homebuyer. Monthly costs including the mortgage, insurance, taxes, and

utilities will not exceed 30% of the homebuyer's monthly income at the time of purchase to ensure affordability. Affordability restrictions will be placed on the property for a period of 45 years.

In line with the goals of the HOME program and the City's Housing Element, the home will be acquired and renovated to attract low-income families, ideally El Monte residents. Despite the costs associated with housing ownership, is it expected that this project along with the City's contribution will encourage community building and create an "ownership attitude."

FISCAL IMPACT

There will be no fiscal impact to the General Fund. The total HOME funds allocated/committed to this project are $208,913 which is within the maximum per unit subsidy allowable per HUD guidelines.

CONCLUSION

It is recommended that the City Council adopt the proposed Resolution approving a HOME Commitment Agreement with Neighborhood Housing Partners for 11423 Stewart Street for the purpose of creating affordable ownership housing; and authorize the City Manager to execute said Agreement on behalf of the City in a form approved by the City Attorney.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONAVANIK
Community and Economic Development Director

Attachment:
1. Resolution
2. HOME Commitment Agreement

DATE: APRIL 21, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

ATTACHMENT 1
RESOLUTION

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA APPROVING A HOME COMMITMENT AGREEMENT WITH NEIGHBORHOOD HOUSING PARTNERS, INC. (NHP) FOR 11423 STEWART STREET

WHEREAS, the City of El Monte has entered into an agreement with the United States Department of Housing and Urban Development (HUD) to receive funds through the HOME Investment Partnership Act (HOME) Program to provide decent, safe, sanitary, and affordable housing for individuals and families of low-and-moderate income; and

WHEREAS, City has certified Neighborhood Housing Partners, Inc. (NHP) as a Community Housing Development Organization (CHDO) eligible to receive HOME program funds; and

WHEREAS, NHP desires to purchase that certain property located at 11423 Stewart Street, El Monte, CA 91731 for $415,000 which is currently improved with a two-bedroom single-family home and which is in need of substantial rehabilitation and repairs; and

WHEREAS, upon acquisition of the property, NHP shall rehabilitate the property into an affordable housing unit for subsequent sale to and use as a principal residence by low-income individuals and households earning 80% and below the area median income; and

WHEREAS, City wishes to make a portion of its HOME funds allocation available to NHP as an interest-bearing forgivable loan in the amount of $208,913, pursuant to the HOME Program, to assist NHP in the acquisition of the property for subsequent sale and to assist low-income individuals and families in the purchase of the property; and

WHEREAS, City must execute a HOME Program Commitment Agreement (the "Agreement") to allocate HOME funds to NHP and to describe the terms and conditions of the loan.

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

SECTION 1. The Recitals set forth above are incorporated into this Resolution by this reference.

SECTION 2. The City Manager is authorized and directed to complete and execute the Agreement, substantially similar to "Exhibit A".

SECTION 3. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of El Monte at its regular meeting on this 21st day of April 2020.

_____
Andre Quintero, Mayor
City of El Monte

ATTEST:

_____
Catherine A. Eredia, City Clerk
City of El Monte

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

I, Catherine A. Eredia, City Clerk of the City of El Monte, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. _____ was passed and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 21st day of April, 2020 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Catherine A. Eredia, City Clerk
City of El Monte

ATTACHMENT 2
HOME COMMITMENT AGREEMENT

HOME PROGRAM COMMITMENT AGREEMENT

BETWEEN

THE CITY OF EL MONTE

AND NEIGHBORHOOD HOUSING PARTNERS, INC.

THIS HOME PROGRAM COMMITMENT AGREEMENT (the "**Agreement**") is made and entered as of this ____ day of _____, 2020 ("**Effective Date**"), by and between THE CITY OF EL MONTE, a California municipal corporation (the "**City**"), and NEIGHBORHOOD HOUSING PARTNERS, INC., a California nonprofit public benefit corporation (the "**Developer**"). The City and Developer (sometimes referred to herein collectively as the "**Parties**", and individually as a "**Party**") hereby agree as follows:

RECITALS

A. City has received funds from the United States Department of Urban Development ("**HUD**") pursuant to the Home Investment Partnership Program and the implementing regulations thereto (collectively "**HOME Program**") for the purpose of providing decent, safe, sanitary, and affordable housing for individuals and families of low-and-moderate income.

B. City has certified Developer as a Community Housing Development Organization ("**CHDO**"). Developer is a California nonprofit public benefit corporation that operates exclusively to support and benefit San Gabriel Valley Habitat for Humanity ("**Habitat for Humanity**"), and whose organizational goal is to eliminate poverty housing throughout the San Gabriel Valley by working with economically disadvantaged individuals and families to create better living conditions, and by providing decent, safe, affordable housing to low-and-moderate income individuals and families;

C. Developer desires to purchase that certain property located at 11423 Stewart Street, El Monte, California 91731 (the "**Property**"), as further described in **Exhibit "A"**, for Four Hundred Fifteen Thousand Dollars ($415,000) and which is currently improved with a two-bedroom single-family home which is in need of substantial rehabilitation and repairs;

D. Upon acquisition of the site, Developer shall rehabilitate the Property into an affordable housing unit for subsequent sale to and use as a principal residence by low income individuals and households earning 80% and below the area median income, as defined by as defined by 24 CFR Part 92 of the federal HOME regulations ("**Eligible Home Buyer**") ;

E. City wishes to make a portion of its HOME Funds allocation available to Developer as an interest-bearing forgivable loan in the amount of Two Hundred Eight Thousand Nine Hundred Thirteen Dollars ($208,913), pursuant to the HOME Program and the terms and conditions set forth herein, to assist Developer in the acquisition of the Property for subsequent sale to low income individuals and families; and

F. The Parties agree that this Agreement, and complete performance thereof, are in the vital and best interests of the City and the welfare of its residents, and in accordance with the purpose of the HOME Program.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, the Parties do hereby agree as follows:

AGREEMENT

I. SUBJECT OF AGREEMENT

A. Amount and Purpose of Loan

The City hereby agrees to loan Two Hundred Eight Thousand Nine Hundred Thirteen Dollars ($208,913) ("**Loan**") from the City's HOME Program allocation towards Developer's acquisition of the Property in exchange for Developer's rehabilitation and resale of the Property. The renovated housing unit completed as part of the Project shall be dedicated as an affordable housing unit, and restricted for use as a principal residence for low income individuals and households earning 80% and below the area median income, as defined by as defined by 24 CFR Part 92 of the federal HOME regulations.

B. The Project

The Project will consist of the acquisition of the Property by Developer and rehabilitation of the existing single-family home and detached garage. Following issuance of all required certificates and permits by the City, Developer shall sell the Housing Unit to an Eligible Home Buyer.

Rehabilitation will include new electrical wiring, plumbing, HVAC, flooring, kitchen and bathroom fixtures, cabinets, counter tops, interior and exterior paint, landscaping, fencing, and a comprehensive repair of the garage. Developer will not expand or substantially re-configure the floor space in the home. The home will be brought up to code.

C. Term

This Project is subject to ongoing compliance requirements of the HOME Program for twenty (20) years from the date the Housing Unit is sold. During this compliance period, the Housing Unit shall be restricted for use as a principal residence for low income individuals and households earning 80% and below the area median income. Developer agrees to assure continued compliance with HOME Program requirements by complying with the terms of this Agreement and applicable HOME Program regulations, including ongoing property standards, occupancy, affordability, and reporting compliance.

The term of this Agreement shall commence on the Effective Date and, except for certain provisions that extend beyond the expiration of this Agreement, it shall automatically terminate upon the sale of the Housing Unit to an Eligible Home Buyer, at which point Developer's obligations hereunder shall be transferred to the Eligible Home Buyer.

D. Federal Terms and Conditions

The Loan Proceeds shall be used by Developer strictly in accordance with the applicable HOME Program statutes and implementing regulations, which Developer covenants to have read and understand, and all of which are expressly incorporated herein as **Exhibit "B"** hereto. If there is any actual conflict between the terms of this Agreement and those of the applicable HOME Program statutes and regulations, the latter shall govern.

E. Parties to the Agreement

1. The City

The City is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Government Code of the State of California as a general law City. For purposes of this Agreement, the principal office of the City is located at the Economic Development Department, 11333 Valley Boulevard, El Monte, California, 91731. The City Manager, or his/her authorized designee, shall be the administrator of this Agreement on behalf of the City.

2. The Developer

Developer has been determined by the City to be a certified CHDO. Developer operates exclusively to support and benefit Habitat for Humanity, and whose organizational goal is to eliminate poverty housing throughout the San Gabriel Valley by working with economically disadvantaged individuals and families to create better living conditions, and by providing decent, safe, affordable housing to low-and-moderate income individuals and families. For purposes of this Agreement, the principal office of the Developer is located at _____. _____ _____ or his/her authorized designee, shall be the administrator of this Agreement on behalf of Developer.

F. Prohibition Against Change in Ownership, Management, Control and Transfer of Developer

1) The qualifications and identity of the Developer and its principals are of particular concern to the City. It is because of these qualifications and identity that the City has entered into this Agreement with Developer. No voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement, except as expressly set forth herein.

2) The Developer shall not assign all or any part of this Agreement without prior written approval of the City. Assignment without prior written approval of City will be a default of this Agreement, and such assignment shall be void and unenforceable. If Developer seeks an assignment, Developer shall promptly notify the City in writing of any and all changes whatsoever in the identity of the parties thereof, of which it or any of its officers have been notified or otherwise have knowledge or information. The City, in its sole and absolute discretion, will have the option to approve any such changes in writing.

3) If any such assignment is not approved by the City, this Agreement may be terminated by the City in the event of significant change (voluntary or involuntary) in membership, management, or control of Developer.

4) Notwithstanding the restrictions of this Paragraph, the City understands and consents to Developer's contracting with Habitat for Humanity to be the general contractor for the Project.

II. REPRESENTATIONS AND WARRANTIES

A. City's Representations

In addition to the representations contained in other paragraphs of this Agreement, the City hereby makes the following representations, each of which is true and correct as of the Effective Date:

1) The execution of this Agreement by the City is authorized pursuant to the approval of the City Council at a regularly scheduled meeting. The City has the legal power, right and authority to execute, deliver and enter into this Agreement and any and all other agreements and documents required to be executed and delivered by the City in order to carry out, give effect to, and consummate the transactions contemplated by this Agreement, and to perform and observe the

terms and provisions of all of the above. The parties who have executed this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement are authorized to execute and deliver the same on behalf of the City and all actions required under City's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered pursuant hereto, have been duly taken.

2) This Agreement and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will constitute when so executed and delivered, legal, valid and binding obligations of City enforceable against it in accordance with their respective terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws and court decisions or general principles of equity.

3) City does not have any contingent obligations or any contractual agreements which could materially adversely affect the ability of the City to carry out its obligations hereunder.

4) To the best of its knowledge, neither this Agreement nor anything provided to be done hereunder by the City violates or shall violate any contract, agreement, or instrument to which the City is a party. City's execution and delivery of this Agreement and any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, and the performance of any provision, condition, covenant or other term hereof or thereof, do not or will not conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on City, or any provision of the organizational documents of City, or will result in the creation or imposition of any lien upon any assets or property of City, other than liens established pursuant hereto.

5) To the best of its knowledge, no attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, receivership or other proceedings are pending or threatened against the City, nor are any of such proceedings contemplated by City.

6) To the best of its knowledge, no action, suit or proceedings are pending or threatened before any governmental department, commission, board, bureau, agency or instrumentality to which City is or may be made a party or to which any of its property is or may become subject, which could materially adversely affect the ability of the City to carry out its obligations hereunder.

7) The City makes no representation concerning prevailing wage requirements which might be triggered due to this Agreement.

B. <u>Developer's Representations</u>

In addition to the representations contained in other paragraphs of this Agreement, the Developer hereby makes the following representations, each of which is true and correct as of the Effective Date:

1) The Budget and Schedule of Performance, as defined respectively herein, are reasonable and good-faith estimates of the cost and time necessary to complete the Project.

2) The Developer's performance and the transactions contemplated herein have been duly authorized by the requisite action including the execution of this Agreement on the part of the Developer and no other authorization or consent is required for the execution and performance.

3) To the knowledge of Developer, there are no actions or proceedings pending or threatened against the Developer or any managing company, officer, member, director or staff of the Developer before any court or administrative agency which could adversely affect the Developer's ability to perform hereunder.

4) Neither this Agreement nor anything provided to be done hereunder materially violates or shall materially violate any contract, agreement or instrument to which the Developer is a party or which affects the Project or any part thereof.

5) The Developer is not in default with respect to any of its obligations or liabilities pertaining to the Project; nor has knowledge of any facts or circumstances or conditions or events which, after notice, lapse of time, or both, would constitute or result in any such default. The Developer is not in default with respect to any agreements, obligations or liabilities which could adversely affect the Developer's ability to perform its obligations under this Agreement.

6) The Developer has not entered into any agreements which will adversely affect the right to acquire title to the Project or the Developer's right to construct the Project, and the Developer will not enter into any such agreements after the date hereof except as necessary to perform its obligations hereunder.

7) The Developer, individually and jointly with all its members, has the experience, skill, knowledge and financial capacity to carry out the approvals, construction, and marketing for sale of the Housing Unit as provided in this Agreement.

8) Developer represents that it will maintain the Property free and clear of all encumbrances, liens, interests, and restrictions; except as necessary to perform its obligations under this Agreement or otherwise permitted by the City in writing.

C. <u>Developer's Material Obligations</u>

For purposes of this Agreement, the phrase "**Developer's Material Obligations**" shall mean and include, but not be limited to, Developer's obligations to perform this Agreement as set forth herein, in addition to the following specific actions:

1) Prior to or concurrently with the execution of this Agreement, secure all necessary financing, in addition to the $208,913 in HOME funds provided by the City pursuant to this Agreement, to fund the acquisition and rehabilitation of the Property as set forth in the project budget ("**Budget**"), as set forth in **Exhibit "C**," attached hereto.

2) Complete all underwriting for the financing described in subdivision (1) above.

3) Submit to the City Manager, or their designee, evidence of financing for the total project Budget, exclusive of the assistance committed by the City, and completion of the underwriting process.

4) Submit to the City Manager, or their designee, for review and comment final construction plans, drawings, and specifications for rehabilitation of the Property ("**Development Plan**"), and apply for and obtain from the City all necessary permits, approvals, licenses, subdivision maps, zoning amendments, or other entitlements required by the City to allow Developer to construct the Project in accordance with the Development Plan (the "**Entitlements**").

5) Acquire the Property, and own and operate the Property after rehabilitation, or to satisfy ownership and control requirements, pursuant to HOME program requirements.

6) Cause and/or permit to a lien to be recorded against the Property that is senior to all other encumbrances, liens, and restrictions thereon that might otherwise impair the Property's use as full and adequate security for the HOME fund Loan.

7) Commence and complete construction of the Project in the manner described in this Agreement and within the times set forth in the schedule of performance (the "**Schedule of Performance**") attached hereto as **Exhibit "D"**.

8) Execute and timely deliver to Escrow a Developer Declaration of Construction, Rehabilitation and Resale Covenants, Conditions and Restrictions in the form attached as **Exhibit "G"** hereto ("**Declaration**"), which designates and restricts the Housing Unit as a HOME Program assisted unit for sale only to Eligible Home Buyers.

9) Identify and prepare a list of qualified Eligible Home Buyers for the Housing Unit (including all necessary income information), and to forward such list to the City for review and approval.

10) Market and/or facilitate the sale of the Housing Unit to Eligible Home Buyers.

11) Manage and maintain the Project in compliance with HOME Program requirements and this Agreement, including the affordability provisions as specified therein, until the Unit is conveyed to an Eligible Buyer.

D. <u>City's Material Obligations</u>

For purposes of this Agreement, the phrase "**City's Material Obligations**" shall mean and include, but not be limited to, the City's obligations to perform the following actions:

1) Loan HOME Program funds to the Developer in an amount not to exceed Two Hundred Eight Thousand Nine Hundred Thirteen Dollars ($208,913), in accordance with the terms provided herein.

2) Expeditiously review, comment on, and/or approve the Development Plan for the Project submitted by Developer.

3) Expeditiously process Developer's application(s) for the Entitlements necessary for the Project.

4) Review and approve the eligibility of low-income individuals and families for purchase of the Housing Unit in a timely manner.

5) Monitor the Project through the 20-year affordability period.

6) Upon sale of the Housing Unit to an Eligible Home Buyer, pay-off the Loan, including any interest accrued thereon, with the proceeds of a second position mortgage loan to the Eligible Home Buyer ("**Buyer HOME Loan**"), and, with respect to any Buyer HOME Loan, forgive the balance of the loan due if the Housing Unit adheres to affordability requirements for the period required by HOME Program Regulations (*i.e.*, twenty (20) years).

E. <u>Occupancy / Income Requirements</u>

1) The Housing Unit must be occupied and used as a principal residence by individuals and households that are eligible as low income families and must meet the requirements as set forth in the HOME Program regulations and/or requirements. A "**Low Income Household**" for purposes of this Agreement means a household with an annual income that does not exceed eighty percent (80%) of the median income, adjusted by actual household size, for households in the County of Los Angeles, California, as published from time to time by HUD.

2) Developer shall determine and obtain documentation demonstrating that all potential purchasers qualify as an Eligible Home Buyer. The Developer shall be responsible for submitting qualifying information for the potential purchasers of the Housing Unit to the City for approval.

F. Affordability

To ensure that the Housing Unit will meet the twenty (20) year affordability requirements for rehabilitation per HOME Program Regulations, Developer shall condition the sale of the Housing Unit to an Eligible Buyer upon the execution of the Eligible Home Buyer Documents by the Eligible Buyer, attached hereto as **Exhibit "F"** ("**Eligible Home Buyer Documents**").

III. DISBURSEMENT OF THE LOAN

A. Structure of the Loan

1) General Provisions

Subject to all of the terms, conditions, and provisions set forth in this Agreement, and in reliance on Developer's Representations, the City agrees to loan the Developer, and Developer agrees to accept from City, the Loan to be used for acquisition of the Property in exchange for Developer causing construction of the Project in accordance with this Agreement. Any Loan Proceeds not used by Developer shall be duly refunded to the City upon the City's request. The terms and conditions of the Loan, and the City's security interest in connection therewith, shall be secured by a deed of trust substantially in the form attached hereto as **Exhibit "E"** ("**Deed of Trust**") as further described below in Section III(A)(3). No provision of this Agreement of the Loan shall waive or limit the Developer's responsibility for all financing for the acquisition and rehabilitation of the Property.

2) Disbursement of Loan Proceeds

The Loan Proceeds shall be disbursed to Developer upon satisfaction of Material Obligations. City agrees to deposit the Loan Proceeds with Escrow Agent within ten (10) business days of the expiration of the Due Diligence Period, as defined hereinbelow.

3) Security for Loan

City shall make a loan to Developer for purposes of acquiring the Property. The Loan shall be secured by a deed of trust recorded against the Property, including all Project improvements. The Deed of Trust shall be executed and recorded on the Property, along with any additional instrument necessary to adequately secure the Loan, in accordance with these terms.

Developer represents and warrants that, as of the date of this Agreement, Developer is in escrow for the purchase of the Site and that, upon the closing of escrow, Developer will have full fee simple ownership of the Site, free and clear of any and all encumbrances, liens, and restrictions which might otherwise impair the Site's use as full and adequate security for the Loan. Developer further represents and warrants that Developer will retain ownership of the Site and the Property in such

manner for the term of this Agreement (except as provided otherwise herein). Developer further represents that the Site has a fair market value sufficient to secure the entire Loan amount.

a) Priority of the Loan Security

Security for the Loan on the Property shall be superior and senior to all other liens, encumbrances, restrictions, and other interests in such Properties unless City approves such interest prior and/or subordinates its interest(s), which subordination may only be made by written document executed by the City Manager and approved by the City Attorney as to form. City shall not unreasonably withhold or delay subordination if requested in connection with the acquisition or rehabilitation of the Housing Unit.

b) Additional Instruments to Perfect Loan and Securities

Developer and City agree to execute and record any and all additional or alternative subordination agreements, waivers, trust deeds or security instruments reasonably necessary to implement the foregoing terms.

4) Repayment of the Loan

The Loan shall bear interest at two percent (2%) per annum, and the principal amount of Two Hundred Eight Thousand Nine Hundred Thirteen Dollars ($208,913) of the Loan plus interest shall be due upon sale of the Housing Unit to an Eligible Home Buyer. Repayment of the Loan shall be made from the proceeds of the Buyer HOME Loan. City covenants and agrees to make a Buyer HOME Loan to the Eligible Home Buyer in an amount not to exceed the lesser of (i) principal and interest due on the outstanding Loan secured by that Housing Unit; or (ii) result of the following calculation: The sales price of the Housing Unit to the Eligible Home Buyer less the sum of the buyer down payment, the first position mortgage, and any additional down payment assistance.

If the proceeds of the Buyer HOME Loan are not sufficient to repay the outstanding principal and interest on the portions of the Loan secured by the Housing Unit, City agrees that the Loan and outstanding interest shall be deemed repaid in full with the proceeds of the Buyer HOME Loan and Developer shall have no further obligation for all principal and interest constituting such amounts deemed repaid.

B. Conditions Precedent to Disbursement of Loan Proceeds

Disbursement of the Loan shall be conditioned on Developer meeting all requirements of the City, including but not limited to: (a) securing all necessary financing for the acquisition of the Property, in addition to the $208,913 in HOME funds provided by the City pursuant to this Agreement; (b) securing all necessary financing for the construction and rehabilitation of the Project; (c) completing all underwriting for the financing; (d) executing certificates for all insurance policies required in this Agreement; and (e) delivering to the City documentary evidence, to the satisfaction of the City, of Developer's satisfaction of (a) through (d), inclusive.

In addition, prior to disbursement of any portion of the Loan, the Developer shall deliver to City the following documents or instruments, all of which shall be in full force and effect at the time of disbursement of any portion of the Loan:

1) A Project *pro forma* satisfactory to the City;

2) Construction plans, conceptual drawings, elevations, and other developer and

construction-related documents deemed necessary by the City to verify the viability of proposed Project construction;

3) A preliminary construction budget, demonstrating to the satisfaction of the City the viability of the Project;

4) Execution and delivery to Escrow Agent of the Deed of Trust and Declaration, as each are defined herein;

5) Instruments, escrow agreement, escrow instructions, and/or other documents to the satisfaction of the City of Developer's pending purchase of the Property; and

6) Satisfaction of such other conditions reasonably required necessary to satisfy the purpose(s) and objectives of this Agreement.

The City's disbursement of the Loan Proceeds to escrow shall be conclusive evidence that the foregoing conditions precedent have been satisfied. The satisfaction of the foregoing conditions under this Agreement shall not restrict, limit, or preclude the City from requiring that the Developer provide similar of alternate documents or instruments in connection with any further development concerning the Project.

C. Escrow Provisions

For purposes of coordinating the disbursement of the Loan proceeds and facilitating transfer of the Properties, the Parties shall utilize an escrow account and agent as described hereinbelow:

1) Escrow Account

For the purpose of coordinating the disbursement of the Loan, the recordation of the Property Deed of Trust, the satisfaction of all conditions precedent to disbursement of Loan proceeds, and (if necessary) the return of Loan proceeds to City, the Parties shall utilize an escrow account (the "**Escrow**"). Developer represents that, prior to the execution of this Agreement, it had caused Escrow to be opened, as follows:

Company:
Address:
Phone No.:
Escrow No.:

The Parties agree that the foregoing shall serve as the Escrow for facilitating this Agreement.

2) Use of Agreement as Escrow Instructions

The terms of this Agreement shall supplement and amend any escrow instructions existing prior to the execution of this Agreement ("**Pre-Existing Instructions**"), and any Pre-Existing Instructions shall, in addition to this Agreement, together jointly constitute the instructions for Escrow (the "**Escrow Instructions**") concerning Developer's acquisition of the Site. To the extent the Pre-Existing Instructions contradict the terms of this Agreement, the Pre-Existing Instruction shall be deemed amended by this Section such that the all Escrow Instructions shall be wholly consistent with all terms of this Agreement. Developer shall, upon the execution of this Agreement by both Parties, provide a fully-executed copy of this Agreement to Escrow.

3) Escrow Instructions

Upon written notification to Escrow Agent by each of City and Developer, Escrow Agent is authorized and directed to undertake the following pursuant to this Agreement:

a) To receive and maintain on deposit all HOME Funds provided by the City pursuant to this Agreement. Such Funds shall be deposited in an interest-bearing account with a federally-insured financial institution approved by both the City and the Developer.

b) To receive and hold the Property Deed of Trust, pending notification from the City of Developer's satisfaction of all contingencies to disbursal of HOME Funds to Developer.

c) To cause the conveyance of the Property from its current owner to Developer upon the satisfaction of all contingencies provided in Developer's third-party agreement for Developer's purchase of the Property; provided, however, that Escrow shall not cause a conveyance of the Property to Developer if the Property remains subject to any encumbrances, liens, or other restrictions which might impair its use as full and adequate security for the Loan, unless City first provides its written consent for such conveyance.

d) To disburse all HOME Funds to Developer upon the satisfaction of all contingencies provided in this Agreement. Furthermore, Escrow is instructed to disburse such HOME Funds to the third-party seller of the Property if necessary to accomplish the conveyance described in subsection (c), immediately above.

e) To disburse to the City all interest earned on the HOME Funds as of the date of HOME Fund disbursal to Developer.

f) To cause the Property Deed of Trust to be recorded against the Property immediately upon the conveyance of the Property to Developer, such that the Property Deed of Trust is recorded prior to all other encumbrances, liens, and other restrictions in the Site, and such that the Property Deed of Trust is senior to all other encumbrances, liens, and other restrictions.

g) If escrow for Developer's purchase of the Property does not close on or before May 15, 2020, all Home Funds (plus interest accrued) shall be returned to the City within fifteen (15) days from the date the funds were first transferred by the City to the escrow account, in accordance with HOME Program Regulations.

4) Brokerage Commissions

City and Developer each represent and warrant to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to the transaction contemplated by this Agreement. City and Developer each agree to indemnify and hold the other Party harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee.

IV. SALE OF HOUSING UNIT; REQUIREMENT FOR HOUSEHOLD BUYING UNIT IN THE PROJECT TO EXECUTE A LOAN AGREEMENT, DECLARATION, AND DEED OF TRUST WITH THE CITY

A. Payoff of Loan; Buyer Loans.

As Developer sells the Housing Unit to an Eligible Home Buyer, that portion of Developer's $208,913 principal Loan amount attributable to that Housing Unit shall be repaid with the proceeds of a second lien position Buyer HOME Loan, as evidenced by a separate loan agreement substantially in the form attached as **Exhibit "F"** ("**Buyer Loan Agreement**") to be entered into between the City and Eligible Home Buyer.

City covenants and agrees that Developer shall retain any proceeds from the sale of a Housing Unit available after repayment of the Loan attributable to that Housing Unit.

B. Buyer Execution of Security Documents

Concurrently with execution of a Buyer Loan Agreement, the parties shall require Eligible Home Buyer to execute: (1) a new affordability declaration ("**Buyer Declaration**"); and (2) a new deed of trust to secure the obligations set forth in the Buyer Loan Agreement ("**Buyer Deed of Trust**"). The Buyer Loan Agreement, Buyer Declaration, and Buyer Deed of Trust to be executed by Eligible Home Buyer shall be substantially in the forms as attached as **Exhibit "F"** hereto. Concurrently with the closing of the sale of Housing Unit to an Eligible Home Buyer, the City shall execute and cause to be recorded such reconveyances and/or releases necessary to release the lien of the Deed of Trust as to that Housing Unit.

V. ASSURANCES AND CONDUCT

A. Insurance

1) At the time of the execution of this Agreement, and at all times during the term of this Agreement, the Developer agrees to and shall defend, indemnify and hold the City harmless from and against all liability, loss, damage, costs, or expenses (including attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss and damage whatsoever caused to any person or to the property of any person which shall be directly or indirectly caused by any acts done or any errors or omissions on or adjacent the Property by the Developer and its agents, servants, employees and contractors in the performance of this Agreement, or arising from or related to the Agreement, but excluding any such liability, loss, damage, costs or expenses arising from a breach by or misrepresentation of the City under this Agreement or any act or omission of the City and its agents, servants, employees and contractors.

2) Prior to the commencement of any construction improvements, the Developer shall furnish to the City original duplicates of appropriate certificates of insurance or insurance policies in the amounts set forth below, and the insurance certificates or polices shall name City as an additional insured and maintain such policy in effect at all times during the term of this Agreement.

a) General Liability:

General Aggregate	$2,000,000
Products Comp/Op Aggregate	$2,000,000
Personal & Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Damage (any one fire)	$50,000
Medical Expense (any one person)	$5,000

b) Workers' Compensation:

Workers' Compensation	Statutory Limits

c) Automobile Liability:

Any vehicle, combined single limit $1,000,000

3) Developer shall obtain fire insurance in an amount equal to the full insurable value of the Properties with the Project improvements, with extended coverage including vandalism, malicious mischief and a loss payable endorsement naming City as loss payee during the construction period and at all times during the term of this Agreement.

4) Developer shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of the California Labor Code, and all amendments thereto, and all applicable State and/or Federal laws and/or regulations. Developer shall furnish to City a current Certificate of Worker's Compensation insurance. City acknowledges that Developer's business model contemplates the use of volunteer labor in connection with the development of the Project.

5) Insurance coverage furnished by the Developer pursuant to this Agreement may be submitted as one or more policies or part of a blanket policy, but coverage shall conform to the requirements herein and shall pertain to all activities pursuant to this Agreement and shall require approval by the City, which approval shall not be unreasonably withheld.

6) All required insurance policies shall not be subject to cancellation, reduction in coverage, or non-renewal except after notice in writing shall have been sent by first-class mail addressed to the City not less than thirty (30) business days prior to the effective date thereof.

7) All insurance provided under this Section shall be for the benefit of the Developer and City, any mortgagee, and any contractor(s) at Developer's discretion. Developer agrees to timely pay all premiums for such insurance and, at its sole cost and expense, to comply and secure compliance with all insurance requirements necessary for the maintenance of such insurance. Developer shall not utilize any federal HOME Program Funds provided by City pursuant to this Agreement to cover such insurance payments.

8) All insurance provided for in this Agreement shall become effective under policies issued by insurers of recognized responsibility, licensed or permitted to do business in the State of California and subject to approval by City's Risk Manager.

9) If Developer fails or refuses to procure or maintain insurance as required by this Agreement, City shall have the right, at City's election, and upon ten (10) business days prior written notice to Developer and all mortgagees entitled to notice, to procure and maintain such insurance. Any premiums paid by City shall be charged to the Developer.

B. City and Other Governmental Agency Permits

Before commencement of construction or development of any buildings, structures, or other work of improvement required or authorized by this Agreement, Developer shall, at its own expense, secure or cause to be secured any and all permits and pay all related fees associated with the permits, which may be required by the City or any other governmental agency affected by such construction, development or work.

C. Rights of Access

For the purposes of assuring compliance with this Agreement, representatives of the City shall have the reasonable right of access to the Property without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including but not limited to, the inspection of the work being performed.

D. Rights of Access – Public Improvements and Facilities

The City and other public agencies, at their sole risk and expense, reserve the right to enter the Properties, or any part thereof, at all reasonable times and with as little interference as possible for the purposes of construction, reconstruction, maintenance, repair or service of any public improvements or public facilities located on the Properties. Any such entry shall be made only after reasonable notice to the Developer, and the City shall indemnify and hold the Developer harmless for any claims or liabilities pertaining to any such entry. Any damage or injury to the Properties resulting from such entry shall be promptly repaired at the sole expense of the public agency responsible for the entry.

E. Local, State and Federal Laws

The Developer shall carry out its obligations under this Agreement in conformity with all applicable laws, including all applicable federal and state labor standards; provided, however, Developer and their contractors, successors, assigns and transferees, and lessees are not waiving their rights to contest any such laws, rules or standards.

F. Non Discrimination; Equal Opportunity

1) The Developer, for itself and its successors and assigns, agrees that during the term of this Agreement, Developer will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, familial status, ancestry, national origin or disability. Developer shall comply with Federal requirements (set forth in 24 CFR Part 5, Subpart A), including nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors.

2) There shall be no discrimination against or segregation of any person, a group of persons, on account of race, color, religion, familial status, disability, age, national origin or ancestry in the construction, sale, transfer, use, occupancy, tenure or enjoyment of the Project, nor shall the Developer itself or any person claiming under or through the Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenant, lessees, subtenants, sublessees or vendees of the Properties. The forgoing covenants shall run with the land.

G. Form of Nondiscrimination and Non-segregation Clauses

The Developer shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, creed, religion, sex, marital status, ancestry, disability, age or national origin of any person. All such deeds or contracts shall contain or subject to substantially the following non-discrimination or non-segregation clauses:

1) In deeds:

> "The borrower herein covenants by and for himself or herself, his or her heirs, executors, administrators and 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, marital status, ancestry, disability, age or national origin in the sale, lease, sublease, transfer, use, occupancy tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or herself or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sub-lessees or vendees in the land herein conveyed. The foregoing covenant shall run with the land."

2) In Leases:

"The lessee herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against, or segregation of, any persons, or groups or persons, on account of sex, race, color, creed, familial status, religion, disability, age, national origin or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased, nor shall the Developer itself, or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, or use or occupancy of tenants, lessees, subtenants, sublessees, or vendees."

3) In contracts:

"There shall be no discrimination against or segregation of any person, or group of persons on account of race, color, creed, religion, sex, marital status, ancestry, disability, age or national origin, in the sale, lease, transfer, use, occupancy, tenure or enjoyment of land, nor shall the transferee himself or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees."

H. <u>Covenants for Affordability</u>

1) The HOME Program affordability requirements for the HOME Assisted Unit required herein shall be established through the recordation of a Declaration of Covenants, Conditions and Restrictions ("**Declaration**") on the Housing Unit. The Declaration shall be substantially in the form as that attached hereto as **Exhibit "G",** and that complies with all requirements of the HOME Program Regulations, be binding for the benefit and in favor of the City, its successors and assigns, the City and any successor in interest to the Property.

2) The covenants against discrimination shall also be binding for the benefit and in favor of the City and HUD and shall run with the land in perpetuity. The covenants requiring low- and moderate-income households and affordability shall remain in effect for twenty (20) years following the initial occupancy of the HOME assisted unit to be rehabilitated pursuant to this Agreement.

3) Developer shall cause a Declaration (or Declarations, as may be appropriate or necessary to fully implement the affordability provisions required herein) to be recorded against any and all units which are created as HOME assisted units. Such recordation shall be accomplished in a

manner that ensures, to the maximum extent and in compliance with all HOME Program requirements, that the affordability restrictions will remain binding upon the Housing Unit for the twenty (20) year affordability period. Developer failure to cause such recordation shall constitute a material breach of this Agreement.

4) The City is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenant running with the land have been provided. The City shall have the right, if the Agreement or covenant are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenant may be entitled.

I. Indemnification

Developer agrees to indemnify and defend the City from and against any and all claims asserted against City which arise from or are related to the City's execution of this Agreement, and/or Developer's implementation of this Agreement, including but not limited to claims relating to prevailing wage requirements, if any. City acknowledges that Developer's business model contemplates the use of volunteer labor in connection with the development and construction of the Project.

City agrees to indemnify and defend Developer from and against any and all claims asserted against Developer which arise from or are related to the City's performance of this Agreement, and/or City's implementation of this Agreement.

VI. DEFAULTS AND REMEDIES

A. Defaults – General

Subject to the extensions of time set forth in this Agreement, failure or delay by either Party to timely perform any term or provision of this Agreement or the breach of any representation or warranty, constitutes a default under this Agreement. The Party who so fails or delays must cure, correct, or remedy such failure or delay within thirty (30) days' written notice of such default and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing, shall not be otherwise in default of this Agreement.

The injured Party may give written notice of default to the Party in default, specifying the default complained of by the injured Party. Except as required to protest against further damages, the injured Party may not institute proceedings against the Party in default until at least sixty (60) days after giving such notice. Delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failures or delays by either Party in asserting any of its rights and remedies as to any default, shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such Party of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

B. Legal Actions

1) Institution of Legal Actions

In addition to any other rights or remedies, City may institute legal action to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California, or in the Federal District Court of California.

2) Acceptance of Service of Process

In the event that any legal action is commenced by the Developer against the City, service of process on the City shall be made in such other manner as may be provided by law. This provision shall not waive or relieve Developer of satisfying its obligations pursuant to the Government Claims Act (California Government Code § 900, *et seq.*) as a prerequisite to bringing or maintaining any legal action against the City. This provision shall not waive the requirements of the Government Claims Act as to Developer or any other party.

In the event that any legal action is commenced by the City against the Developer, service of process on the Developer shall be made by personal service upon the agent for service of process or in such other manner as may be provided by law.

C. Rights and Remedies are Cumulative

Except as otherwise expressly stated 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.

D. Remedies and Rights of Termination

1) Termination by Developer

The Developer, at its option, may terminate this Agreement, if the City is in default of its Material Obligations under this Agreement and such default is not cured within sixty (60) days after written notice by the Developer.

2) Termination by City

The City may terminate this Agreement, if any of the following defaults exist:

a) Developer is in default of any of its Material Obligations to be performed under this Agreement and such default is not cured within sixty (60) days after written notice by the City. Developer (or any successor in interest) shall be in default if it wrongfully assigns or attempts to assign this Agreement or any rights therein, or in the Project, Site or part thereof without the written consent of City;

b) Developer is in breach of any material term herein;

If any default or failure referred to in subdivisions (a) or through (b) inclusive shall not be cured within sixty (60) days after the date of written demand, by City, then this Agreement with respect to any rights of Developer or any assignee or transferee in this Agreement, pertaining there to or arising therefrom with respect to City, shall, at the option of the City, be terminated by City. In the event of

such termination, Developer (or assignee or transferee) shall have no further rights against the City under this Agreement. However, if any such default is of a nature such that it is incapable of being cured, no sixty (60) day cure period or written demand shall be required of the City.

3) Termination by Failure of Special Condition

The Parties understand, acknowledge, and agree that this Agreement, and all instruments and other documents required or arising herefrom, are subject to those certain Special Conditions set forth in Section VIII below (the "**Special Conditions**"). In the event this Agreement or the Project is made impractical, or the Project or any necessary component thereof is otherwise not approved by the City (or other government agency with authority or jurisdiction over the subject matter of this Agreement) pursuant to such Special Conditions, then the Parties agree that this Agreement shall terminate automatically unless the Parties execute an amendment which allows this Agreement to be modified so as to remain effective in light of such Special Conditions (provided, however, that neither Party shall have any obligation to negotiate or enter-into an amendment of this Agreement, and the decision to enter into any such amendment shall be at each Party's sole and absolute discretion). In the event of termination for failure of a Special Condition, neither Party shall bear any liability to the other under this Agreement, nor owe any duty or obligation to the other under this Agreement, except as to duties or obligations which survive termination of this Agreement as expressly stated herein.

VII. GENERAL PROVISIONS

A. Notices, Demands and Communications Between the Parties

Written notices, demands, and communications between the City and the Developer shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed to the designated person or persons at the principal offices of the City and the Developer. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail.

B. Conflicts of Interest

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, the Properties or the Project, nor shall any member, official or employee participate in any decision relating to the Agreement which affects their personal interests or the interests of any corporation, partnership or association in which they are directly or indirectly interested.

C. Enforced Delay; Extension of Times of Performance

In addition to specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of nature; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions (other than restrictions of City) or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; acts of omissions of the other party; acts or failures to act of the City which are discretionary in nature and not required by this Agreement or acts or failure to act of any other public or governmental agency or entity; or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform.

Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the

commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City, and Developer.

D. Non-Liability of Officials and Employees of the City and Developer

No member, official or employee of the City shall be personally liable to the Developer 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 Developer, its successors, or on any obligations under the terms of this Agreement.

No member, official or employee of the Developer shall be personally liable to the City or any successor in interest, in the event of any default or breach by the Developer or for any amount which may become due to City, its successors, or on any obligations under the terms of this Agreement.

E. Amendments to this Agreement

Developer and City agree to mutually consider reasonable requests for amendments to this Agreement which may be made by lending institutions, or other parties, provided the requests are consistent with this Agreement and would not substantially alter the material business terms included herein.

F. Records, Reports and Audits

Developer shall maintain and, at reasonable times and places, make available to the City such records and accounts, including property, personnel, financial records the City and/or State and/or Federal agencies deem necessary to assure a proper accounting for all HOME Program funds. Developer shall provide the City with information necessary for it to complete the Consolidated Annual Performance and Evaluation Review report and other reports required by HUD. Developer shall provide an annual audit report performed in compliance with OMB Circular A-133. Developer shall allow the City to conduct monitoring and evaluation activities as determined necessary by the City and HUD.

Developer shall maintain all books, records, plans, and data relating to this Agreement for five (5) years.

G. Attorneys' Fees

If either Party hereto should retain legal counsel for the purpose of enforcing any term or condition of this Agreement, the prevailing Party shall be entitled to recover actual and reasonable costs and expenses, including but not limited to reasonable attorneys' fees and costs. No payment of attorney fees by Developer to City pursuant to this Section VII.D shall be made from HOME Program funds.

H. Applicable Law; Interpretation

The laws of the State of California shall govern the interpretation of this Agreement. This Agreement shall be construed as a whole and in accordance with its fair meaning and as though both of the parties participated equally in its drafting.

VIII. SPECIAL CONDITIONS

A. Environmental Clearance

This Agreement is subject to the City's environmental review as required under HOME Program Regulations (24 CFR Part 58).

B. CEQA / NEPA Review and Compliance

1) This Agreement is subject to and contingent upon the City's consideration and review of development proposed for the Site pursuant to the requirements of the California Environmental Quality Act (California Public Resources Code § 21000, *et seq.*; "**CEQA**"), and or the National Environmental Policy Act (42 U.S.C. § 4321 *et seq.*) (**NEPA**). To the extent this Agreement and/or the Project constitutes a "project" for purposes of CEQA or NEPA, this Agreement is subject to modification or rescission based upon the outcome of any applicable environmental review and/or final determination by the City pursuant to such review. In such event, the terms of this Agreement shall be modified, or this Agreement shall be rescinded in its entirety, should City's CEQA and/or NEPA review and/or final determination so require. As of the Effective Date, NEPA and CEQA requirements have been satisfied with respect to the Project.

2) Developer shall be responsible for the all costs incurred by the City in connection with any such review. The City shall bear no liability in any manner, whatsoever, in connection with such CEQA and/or NEPA review and/or any final CEQA and/or NEPA determination relating to or affecting the Project.

3) In the event modification of this Agreement is necessary in order to comply with City's final CEQA and/or NEPA determination, the Parties shall meet-and-confer in good faith on such modifications and shall amend this Agreement (in accordance with the requirements for amendment herein) as may be necessary to ensure CEQA and/or NEPA compliance. In the event the Parties are unable or unwilling to agree to such amendment, this Agreement shall be immediately rescinded, and shall be entirely null and void. In the event City has disbursed to Developer any portion of the HOME Fund Loan proceeds prior to final CEQA and/or NEPA determination, City's sole remedy shall be limited to the City's security in the Site. Neither Developer nor any project entity shall have any individual or personal liability.

4) Nothing in this Agreement shall minimize, waive, void, or annul the City's obligations and rights to fully evaluate the Project pursuant to CEQA and/or NEPA, and to adopt alternatives to the Project (including the "no Project" alternative) as may be required by CEQA and/or NEPA.

IX. EXHIBITS INCORPORATED

All exhibits and attachments referred to in this Agreement are expressly incorporated herein in their entirety, as if set forth fully in this Agreement.

X. ENTIRE AGREEMENT, WAIVERS

This Agreement is executed in triplicate, each of which is deemed to be an original.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

The waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the City, Developer, and all amendments hereto must be in writing by the appropriate authorities of

the City and the Developer.

Developer acknowledges that it has had ample opportunity for review and approval of this document by its attorney and that any waiver of representation is as a result of independent decision. Developer further acknowledges that City's legal counsel is acting solely on behalf of City.

In any circumstance where under this Agreement either Party is required to approve or disapprove any matter, approval shall not be unreasonably withheld.

XI. TIME FOR ACCEPTANCE OF AGREEMENT BY CITY

This Agreement, when executed by the Developer, and delivered to the City, must be authorized, executed and delivered by the City within thirty (30) days after the date of signature by Developer or this Agreement may be terminated by Developer on written notice to City.

IN WITNESS WHEREOF, City and Developer have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized. Unless otherwise specified herein, this Agreement shall become effective as the date when the Agreement is signed by City (which date is the date set forth next to the signature on behalf of the City).

CITY OF EL MONTE ("City")

By:_____
Alma K. Martinez
City Manager

Date:_____

ATTEST:

By:_____
CITY CLERK

APPROVED AS TO FORM:

By:_____
CITY ATTORNEY

NEIGHBORHOOD HOUSING PARTNERS, INC. ("Developer")

By:_____

Name:_____

Title:_____

Date:_____

LIST OF EXHIBITS

Exhibit A	Legal Description of the Properties
Exhibit B	Federal Regulations
Exhibit C	Project Budget
Exhibit D	Schedule of Performance
Exhibit E	Deed of Trust (HOME Funds)
Exhibit F	Eligible Home Buyer Documents
Exhibit G	Declaration / Affordability Covenant

EXHIBIT “A”

[LEGAL DESCRIPTION OF THE PROPERTIES]

EXHIBIT "B"

[FEDERAL REGULATIONS]

HOME PROGRAM TERMS AND CONDITIONS

A. Developer shall comply with all applicable codified regulations of the Home Investment Partnership Program in Title 24, Part 92 of the Federal Code of Regulations applicable to the Project. **Attachment "1"** to this Exhibit "B" is Title 24, Part 92 of the Federal Code of Regulations, which is incorporated fully herein.

B. In addition, Developer will comply with all applicable codified and uncodified guidelines, policies, directives, and orders of the U.S. Department of Housing and Urban Development which are applicable to the Project and concern, relate to, implement, or interpret the Home Investment Partnership Program in Title 24, Part 92 of the Federal Code of Regulations.

EXHIBIT “C”

[PROJECT BUDGET]

EXHIBIT “D”

[SCHEDULE OF PERFORMANCE]

EXHIBIT "E"

[DEED OF TRUST (HOME Funds)]

DEED OF TRUST WITH ASSIGNMENT OF RENTS TO THE CITY OF EL MONTE, CALIFORNIA

("**PROPERTY DEED OF TRUST**")

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:	

Exempt from filing fees pursuant to Govt. Code Sec. 6103

DEED OF TRUST WITH ASSIGNMENT OF RENTS TO THE CITY OF EL MONTE, CALIFORNIA

("Property Deed of Trust")

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS ("**Deed of Trust**") is made this _h day of _____, 2020 by and between NEIGHBORHOOD HOUSING PARTNERS, INC., a California nonprofit public benefit corporation (the "**Borrower**"), and THE CITY OF EL MONTE, a California municipal corporation (the "**Trustee**" and "**Beneficiary**"; also identified hereinafter as the "**City**"), in connection with and in order to implement that certain HOME Program Commitment Agreement (the "**Agreement**") entered into between Borrower and Beneficiary (collectively, the "**Parties**") on ____ _____, 2020.

WITNESSETH: That Borrower Irrevocably, Grants Transfers and Assigns, to Trustee, in Trust, with Power of Sale, that certain real property (the "**Property**") in the County of Los Angeles, State of California, the legal description for which is attached to this Deed of Trust as Exhibit "A".

TOGETHER WITH: (a) all buildings, improvements and fixtures, as now or hereafter may be placed thereon, it being understood and agreed that all classes of property attached or unattached used in connection herewith shall be deemed fixtures, (b) rents, issues and profits thereof, (c) any water rights and/or stock appurtenant or pertain to the land, and (d) all sums of money payable on the purchase price of the property secured by a lien thereon or payable under any agreement.

BORROWER HEREBY expressly acknowledges and agrees that, in connection herewith, and as further described in the Agreement between Borrower and Beneficiary, which is incorporated fully herein by this reference, and a copy of which is available in the Housing Division of the City of El Monte, City will loan to Borrower in the amount of $208,913 pursuant to the terms of the Agreement. Pursuant to the Agreement, City will loan Borrower the above-stated amount upon such terms

provided in said documents and as provided herein (referred to in said documents and herein as the "**City Loan**"). Borrower acknowledges and agrees that the City is making the City Loan on this basis, and thus intends to enforce any and all of its rights accordingly.

THIS DEED OF TRUST IS GIVEN FOR THE PURPOSE OF SECURING:

1. Payment of TWO HUNDRED EIGHT THOUSAND NINE HUNDRED THIRTEEN DOLLARS ($208,913) with two percent (2.0%) simple interest per annum thereon according to the terms of the Agreement, payable, as more fully set forth in the Agreement, to the order of the City, and extensions or renewals thereof. Principal and interest on the loan shall be due and payable upon the sale of the affordable Housing Unit described in the Agreement. Subject to the Agreement and the terms and conditions herein, unless the Borrower is in default of the Agreement, no interest or principal payments shall be due until the sale of the affordable Housing Unit described in the Agreement.

2. Payment of such additional sums with interest thereon as: (a) may be hereafter borrowed from the Beneficiary when evidenced by another promissory note(s) or deed(s) of trust reciting that they are secured hereby, or (b) as may be added to the indebtedness secured hereby in accordance with the provisions of this Deed of Trust.

3. Performance of each and every obligation, covenant, promise or agreement of Borrowers contained in the Agreement and this Deed of Trust.

4. Payment, with interest thereon, of any other present or future indebtedness or obligation of the Borrowers (or of any successor in interest of the Borrowers to the Property) to the Beneficiary reciting that they are secured hereby, whether created directly or acquired by assignment, whether absolute or contingent, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of the Deed of Trust, or arising thereafter.

5. Performance of each agreement of Borrowers contained in the Agreement, or any other agreement or related document(s) entered into between Borrowers and Beneficiary, with regard to the Property.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, BORROWER AGREES AS FOLLOWS:

1. To maintain the Property in good condition and repair; not to remove or demolish any building or improvement thereon; to complete promptly in workmanlike manner any improvement hereafter constructed thereon and to restore promptly in workmanlike manner any improvement thereon that is damaged or destroyed by fire or other casualty at a cost not in excess of the proceeds of any fire insurance required herein or otherwise acquired therefor; to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Property; not to commit or permit any waste thereof or any act upon the Property in violation of law or of covenants, conditions, or restrictions affecting the Property.

2. To provide, maintain and deliver to Beneficiary a certificate evidencing Builder's Risk insurance during the course of construction and upon completion of construction to provide, maintain, and deliver to Beneficiary a certificate evidencing insurance in accordance with the Loan Agreement. The amount collected under any insurance policy and all insurance premiums may be applied by Trustor in accordance with the Loan Agreement. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the

Property covered thereby at any trustee's sale held hereunder, or at any foreclosure sale of such property. The City will not have the right to elect not to rebuild the Project to the extent that the insurance proceeds realized from a fire, casualty or other insurance policy are sufficient therefor.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and also, if at any time Beneficiary or Trustee is a party to or appears in any such action or proceeding, or in any action or proceeding to enforce any obligation hereby secured, to pay all costs and expenses paid or incurred by them or either of them in connection therewith, and attorneys' fees in a reasonable sum.

4. To pay, prior to delinquency, all taxes and assessments which affect the Property; all encumbrances, charges and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto; and all costs, fees, and expenses of this trust deed.

5. To pay, immediately and without demand, all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from the date of expenditure at two percent (2%) per annum.

6. In the event Trustor fails to make any payment or to do any act as herein provided, then Beneficiary or Trustee may, but without obligation so to do, and with or without notice or demand upon Trustor, and without releasing Trustor from any obligation hereof may make payment or do such act in a manner and to such extent as either deems necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purpose: appear in or commence any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien that, in the judgment of either, appears to be superior hereto; and in exercising any such power, Beneficiary or Trustee may incur necessary expenses, including reasonable attorneys' fees.

7. In the event an award of damages is made in connection with the condemnation for public use of or injury to the Property or any part thereof, such award is hereby assigned and shall be paid to Beneficiary, who may apply or release such monies received therefor in the same manner and with the same effect as above provided for the disposition of proceeds of fire or other insurance.

8. The acceptance by Beneficiary of any payment less than the amount then due shall be deemed an acceptance on account only and shall not constitute a waiver of the obligation of Trustor to pay the entire sum then due or of Beneficiary's right either to require prompt payment of all sums then due or to declare default. The acceptance of payment of any sum secured hereby after its due date will not waive the right of Beneficiary either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay. No waiver of any default shall be a waiver of any preceding or succeeding default of any kind.

9. At any time, or from time to time, without liability therefore and with or without notice, upon written request of Beneficiary and presentation of this Deed of Trust, the Loan Agreement secured hereby for amendment, and without affecting the personal liability of any person (if any) for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of the Property, Trustee may reconvey any part of the Property, consent to the making of any map or plat thereof, join in granting any easement, or join in any extension agreement or any agreement subordinating the lien or charge thereof.

10. Upon written request of Beneficiary stating that all sums secured hereby have been paid or deemed paid in accordance with the Agreement or that the term of the Loan Agreement secured hereby has expired, and upon payment of its fees, Trustee shall reconvey, without warranty,

the Property then held hereunder. The recitals in such reconveyance shall be conclusive proof of the truthfulness thereof. The Trustor may be designated in such reconveyance as "the person or persons legally entitled thereto."

11. Upon the occurrence of any "Event of Default" as defined in the Loan Agreement, whether such be in the nature of a failure to pay any indebtedness or in the performance of any other provision of any agreements secured hereby, then Beneficiary, with notice and an opportunity to cure to Trustor, may declare all sums secured hereby immediately due and payable by instituting suit for the foreclosure of this Deed of Trust, or by delivering to Trustee a written declaration of default and demand of sale, as well as a written notice of default and of election to cause the Property to be sold, which notice Trustee shall cause to be filed for record. If such declaration is delivered to Trustee, Beneficiary also shall deposit with Trustee this Deed of Trust and the Loan Agreement secured hereby. For purposes of this Deed of Trust, an "Event of Default" shall be any default by Trustor in the performance of any obligation, whether monetary or non-monetary, of any provision of any agreement secured hereby, which default is not cured by Trustor within sixty (60) days of receipt of written notice, or if the nature of the default is such that it cannot be cured within sixty (60) days, such other reasonable time period provided that cure is commenced within sixty (60) days of the notice and thereafter diligently prosecuted to completion.

When the time then required by law has elapsed after recordation of such notice of default, and notice of sale having been given as then required by law, Trustee, with or without demand on Trustor, shall sell the Property at the time and place fixed in the notice of sale, either as a whole or in separate parcels and in such order as Trustee determines, at public auction, to the highest bidder, for cash in lawful money of the United States, payable at time of sale. Trustee may postpone from time to time sale of all or any portion of the Property by public announcement at the time and place of sale originally fixed or at the last preceding postponed time. Trustee shall deliver to the purchaser its deed conveying the Property, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor, Trustee, Beneficiary, or any other person may purchase at the sale.

After deducting all costs, fees, and expenses of Trustee and of this trust, including cost of evidence of title and reasonable attorney's fees in connection with sale, Trustee shall apply the proceeds of the sale to payment of all sums expended under the terms hereof and not theretofore repaid, with accrued interest at the amount allowed by law in effect at the date hereof, and all other sums then secured hereby in such order as Beneficiary in the exercise of its sole discretion, directs. The remainder, if any, shall be paid to the person or persons legally entitled thereto.

Before the Trustee's sale, Beneficiary may rescind such notices of default and of election to cause the Property to be sold by delivering to Trustee a written notice of rescission, which notice, when recorded, shall cancel any prior declaration of default, demand for sale, and acceleration of maturity. The exercise of such right of rescission shall not constitute a waiver of any default then existing or subsequently occurring, or impair the right of Beneficiary to deliver to Trustee other declarations of default and demands for sale or notices of default and of election to cause the Property to be sold, or otherwise affect any provision of the Loan Agreement or this Deed of Trust or any of the rights, obligations, or remedies of Beneficiary or Trustee hereunder.

12. Beneficiary may from time to time, as provided by statute, or by a writing signed and acknowledged by it and recorded in the Office of the Recorder of the County of Los Angeles, appoint another trustee in place and instead of Trustee herein named; and thereupon, the Trustee herein named shall be discharged, and the trustee so appointed shall be substituted as trustee hereunder with the same effect as if originally named trustee herein.

13. Trustor reserves the right, prior to any Event of Default in payment of any indebtedness or performance of any obligation secured hereby, to collect all such rents, royalties, issues, and profits of the Property as and when they become due. However, upon any such Event of Default, Trustor's right to collect such monies shall cease, not only as to amounts accruing thereafter, but also as to amounts then accrued and unpaid. In the event of such default, Beneficiary, with or without notice and without regard to the adequacy of any security for the indebtedness hereby secured, may enter upon and take possession of the Property at any time and manage and control it in Beneficiary's discretion, and, with or without taking possession, may sue for or otherwise collect all rents, issues, and profits thereof, whether past due or coming due thereafter and apply the same, less costs and expenses of operation and collecting, including reasonable attorney's fees, upon any obligation secured hereby and in such order as Beneficiary determines. None of the aforesaid acts shall cure or waive any default hereunder or invalidate any act done pursuant to such notice. Beneficiary shall not be required to act diligently in the care or management of the Property or in collecting any rents, royalties, or other profits that it is hereby authorized to collect, and shall be accountable only for sums actually received.

14. Without affecting the liability of Trustor or of any other party now or hereafter bound by the terms hereof for any obligation secured hereby Beneficiary, from time to time and with or without notice, may release any person now or hereafter liable for performance of such obligation, and may extend the time for payment or performance, accept additional security, and alter, substitute or release any security.

15. In any action brought to foreclose under this Deed of Trust or to enforce any right of Beneficiary or of Trustee hereunder, Trustor shall pay to Beneficiary and to Trustee attorney's fees in a reasonable sum to be fixed by the Court.

16. No remedy hereby given to Beneficiary or Trustee is exclusive of any other remedy hereunder or under any present or future law.

17. The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived, to the full extent permissible by law.

18. In the event of default in the payment of any indebtedness secured hereby and if such indebtedness is secured at any time by any other instrument, Beneficiary shall not be obligated to resort to any security in any particular order; and the exercise by Beneficiary of any right or remedy with respect to any security shall not be a waiver of or limitation on the right of Beneficiary to exercise, at any time or from time to time thereafter, any right or remedy with respect to this Deed of Trust.

19. This Deed of Trust applies to, inures to the benefit of, and binds, all parties hereto, their heirs, legatees, devises, administrators, executors, successors, successors in interest and assigns. Trustor may assign this Deed of Trust in accordance with the Loan Agreement.

20. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee is a party unless brought by Trustee.

21. City hereby agrees to the subordination of this Deed of Trust to deeds of trust, or similar security agreements, in favor of lenders providing construction financing for the housing project more particularly described in the Loan Agreement, and to be recorded against the Property.

Executed at _____, County of _____, on the date first above written.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust as of the date written hereinbelow.

_____
("Borrower")

DATED: _____ Signature: _____
Signature

Name: _____

Title: _____

[ACKNOWLEDGEMENT OF TRUSTEE/BENEFICIARY FOLLOWS]

ACKNOWLEDGMENT

Trustee/Beneficiary acknowledges Borrower's execution of this Deed of Trust as of the date written below.

CITY OF EL MONTE
("Trustee/Beneficiary")

DATED: _____

By: _____
ALMA K. MARTINEZ
CITY MANAGER

ATTEST:

By: _____
CITY CLERK

APPROVED AS TO FORM:

By: _____
CITY ATTORNEY

EXHIBIT "F"

[ELIGIBLE HOME BUYER DOCUMENTS (HOME Funds)]

HOME LOAN AGREEMENT
CITY OF EL MONTE HOME PROGRAM
LOW INCOME HOUSING PROJECT

[ADDRESS], EL MONTE, CALIFORNIA
(City of El Monte / [Eligible Home Buyer])

This Loan Agreement is made and executed this _____ ("Effective Date"), by and between _____, an individual ("Borrower"), and the City of El Monte, a municipal corporation ("City").

WHEREAS, the City is a municipal corporation that has received funds from the United States Department of Housing and Urban Development ("HUD") pursuant to the Home Investment Partnership Program and the implementing regulations thereto ("HOME") for the purpose of providing more decent, safe, sanitary, and affordable housing for low-and-moderate income persons and families; and

WHEREAS, Neighborhood Housing Partners, Inc. has been certified as a Community Housing Development Organization by the City and operates exclusively to support and benefit San Gabriel Valley Habitat for Humanity ("Developer"), has rehabilitated a single-family home ("Housing Unit") affordable to Low Income Households earning less than 80% of Area Median Income, as defined by 24 CFR Part 92 of the federal HOME regulations ("Eligible Home Buyer" or "Buyer"), certain properties located at 11423 Stewart Street, El Monte, California 91731; and

WHERES, to assist Developer's acquisition of the Housing Unit on the Property, the City has entered into a loan agreement pursuant to the Home Investment Partnership Program with Developer in the total amount of Two Hundred Eight Thousand, Nine Hundred Thirteen Dollars ($208,913.00) (the "Developer Loan Agreement"); and

WHEREAS, as consideration for the Developer Loan Agreement, the Housing Unit has been dedicated as an affordable housing unit, and restricted for use as a principal residence for Eligible Home Buyers for a period of twenty (20) years ("Affordability Period");

WHEREAS, Borrower is an Eligible Home Buyer, and desires to purchase the Housing Unit located on the property specifically identified in **Exhibit "A"** hereto (the "Property");

WHEREAS, upon Borrower's purchase of the Property, Developer's obligations under the Developer Loan Agreement will be terminated and Borrower will execute (i) a HOME loan agreement with the City in the amount of up to Two Hundred Eight Thousand, Nine Hundred Thirteen Dollars ($208,913.00) (the "HOME Loan").

WHEREAS, as consideration for receipt of the HOME Loan, Borrower agrees to use the Property only for their own principal residence, and further agrees not to transfer the Property to any other person who is does not qualify as an Eligible Home Buyer during the affordability period; and

WHEREAS, City and Borrowers desire to set forth the terms and conditions of the HOME

Loan in this Loan Agreement.

NOW, THEREFORE, the parties agree as follows:

Section 1. Amount and Purpose of the Loan

City hereby loans to Borrower, and Borrower accepts from City, the amount of $_____ (the "HOME Loan") to be used solely for the purchase of the Property. Borrowers acknowledge that the purpose of the Loan being made by City to Borrower to assist low income persons in the purchase of a residence, and that City's purpose in making such loans would be frustrated if Borrower failed to use the Property for that purpose, or if Borrower transferred the Property to another person who does not qualify as Low-Income under 24 CFR Part 92 of the federal HOME regulations during the affordability period. Therefore, in addition to the other terms and conditions set forth in this Loan Agreement, Borrower hereby agrees for the term of this Loan Agreement:

A. To use the Property solely as their principal residence; and

B. Not to transfer the Property by sale, gift, or otherwise, to any other person who does not qualify as a person of low or moderate income as defined 24 CFR Part 92 of the federal HOME regulations.

Section 2. Loan Term

The loan made to Borrower pursuant to this Loan Agreement shall be evidenced by a promissory note secured by deed of trust ("Note") substantially in the form attached hereto as **Exhibit D** hereto. Borrower will receive a fair return, defined as initial down payment plus the value of documented capital improvements, or such greater amount as may be required under the HOME program. In the event of a declining market, Borrower's return may be zero. In the event of a short sale or foreclosure during the HOME Affordability Period, the HOME Loan may be forgiven subject to the discretion of the City and applicable HOME Program regulations. As a condition to any such transfer of the Property during the Affordability Period (as defined below), the new Eligible Home Buyer shall be required to assume the HOME Loan for the duration of the Affordability Period. Upon expiration of the Affordability Period, and provided there is no breach of this Loan Agreement, the HOME Loan, plus accrued interest, will be forgiven.

Section 3. Covenant

As consideration for the Loan, the Borrower shall enter into an affordability covenant (the "Covenant") governing the use of the Property for twenty (20) years from the Effective Date (the "Affordability Period"). Such Covenant shall require, during the Affordability Period, that the Property will be sold at affordable housing cost to Low Income Households earning less than eighty percent (80%) of Area Median Income, as defined 24 CFR Part 92 of the federal HOME regulations. The Covenant shall contain all of the provisions and be substantially in the form of the Covenant attached hereto as **Exhibit "B"** and shall be executed by Borrower concurrently with the execution of this Agreement and recorded against the Property upon its execution.

During the Affordability Period, if Borrower ceases to use the Property as their principal residence, or transfers the Property by sale, gift or otherwise, the following "Recapture Provision" shall be triggered:

A. The City shall reduce the HOME investment amount to be recaptured on a pro-rata basis for the time the homeowner has owned and occupied the housing measured against the entire

Affordability Period.

B. The HOME subsidy will be forgiven annually upon the anniversary of the closing date (1/20 of HOME subsidy forgiven each year for the 20-year Affordability Period).

C. The City shall recoup funds based on a shared net proceeds basis.

D. The maximum recapture amount by the City is equal to the HOME subsidy, times one minus the pro-rata basis percentage (subsidy x (1 – pro-rata basis)).

E. In the event the Borrower sells the property during the Affordability Period and the net proceeds are not sufficient to repay the City the remaining balance, according to the Affordability Period, the City shall not recapture any proceeds.

F. Under the "Recapture Provision", the amount subject to the Affordability Period includes the amount provided to the Borrower, including down payment, closing costs, and/or direct loan assistance plus any HOME assistance that lowers the cost of the home below market price (i.e. the difference between the market value of the home and what it is actually sold for).

Section 4. Deed of Trust

In order to secure Borrower's obligations under the provisions of this Loan Agreement and the Note, Borrower shall execute a deed of trust in favor of City and cause it to be recorded against the Property (the "Deed of Trust"). The Deed of Trust shall contain all of the provisions and be substantially in the form of the Deed of Trust attached hereto as **Exhibit "C"**, and shall be executed by Borrower concurrently with the execution of this Agreement and recorded against the Property upon its execution.

Section 5. Insurance

Borrower shall obtain, and maintain throughout the duration of this Agreement, an insurance policy in an amount sufficient to cover the appraised value of the Housing Unit. Such policy shall be obtained from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better or, in the alternative, an unlicensed U.S. domiciled company or companies with an "A" rating. Borrower shall also obtain, and maintain throughout the duration of this Agreement, a flood insurance policy.

Section 6. Taxes, Assessments, Encumbrances and Liens

Borrower shall pay when due any and all applicable real estate taxes and assessments assessed and levied on the Property and on any other property which shall serve as security for the Loan. Other than security interests necessary for the development of the Project, Borrower shall not place or allow to be placed on the Property or any part thereof, any mortgage, trust deed, encumbrance or lien unauthorized by this Loan Agreement. Nothing herein contained shall be deemed to prohibit Borrower from contesting the validity or amounts of any tax assessment, encumbrance or lien, nor to limit the remedies available to Borrower in respect thereto.

Section 7. Condition of the Property

Borrower shall maintain the Property in a good condition, shall perform routine maintenance and reports, and shall take all actions necessary to preserve the ability of the Property to serve as full

security for the Loan, and shall not take any action that reduces the ability of the Property to serve as full security for the Loan. Borrower shall keep and maintain the Property in conformance with all standards set for in the El Monte Municipal and Zoning Codes, as well as the California Building Code, and shall not permit nor allow the existence of any nuisance, waste, or illegal conditions on the Property. In the event the Borrower fails to comply with its maintenance obligations set forth herein, the City may perform them at Borrower's expense and the City may record any unreimbursed expenses as a lien against the Property.

Section 8. Events of Default

Each of the following events shall be deemed to be an "Event of Default:"

A. Failure by Borrower to perform or observe any non-monetary covenant or condition set forth in this Loan Agreement, or in the Covenant, for a period of 60 days after written notice thereof has been provided to Borrowers by City. Provided, however, that in the event there is any failure by Borrowers to perform or observe any covenant or condition of this Loan Agreement or the Covenant which requires more than 60 days to remedy, Borrowers shall not be deemed in default of this Loan Agreement if corrective action is instituted by Borrowers within such 60 day period and thereafter diligently pursued until the failure is corrected;

B. Failure of Borrowers to timely cure any default under a deed of trust which now or hereafter becomes senior to the Deed of Trust securing performance of this Loan Agreement or Covenant, following service of notice of default and expiration of the cure period provided therein by the beneficiary or trustee under such senior deed of trust; and

C. Failure of Borrowers to use of the Property for any purpose other than as their principal residence or by the transfer of the Property, during the Affordability Period, voluntarily or involuntarily, to a person who does not qualify as low-income.

Section 9. Remedy Upon Default

Upon occurrence of an Event of Default as described herein, City's remedies shall include the following:

A. City shall be entitled to Borrower repayment of the full amount of the HOME Loan, plus outstanding interest at two percent (2%) per annum. Such amount shall be immediately due and payable upon the Borrower's being in breach of this Loan Agreement.

B. City shall be entitled to specifically enforce the covenants and conditions of this Loan Agreement in an action filed in Los Angeles County Superior Court or in any other court of competent jurisdiction.

C. City may commence foreclosure proceedings, or assert and exercise any and all rights and remedies provided for herein or in the Deed of Trust securing the obligations herein or as otherwise may be provided by law.

D. All rights and remedies set forth herein are cumulative to those otherwise existing at law, and the exercise of one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other rights or remedies for the same default or any other default.

Section 10. Conflicts of Interest

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any member, official or employee participate in any decision relating to the Agreement which affects their personal interests or the interests of any corporation, partnership or association in which they are directly or indirectly interested.

Section 11. Non-Liability of Officials and Employees of the City

No member, official or employee of the City shall be personally liable to the Borrower 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 Borrower, its successors, or on any obligations under the terms of this Agreement.

Section 12. California Law

This Agreement shall be governed by the laws of the State of California.

Section 13. Notices

All notices or demands of any kind that the parties are required to, or may serve under, the terms of this Agreement may be served by personal delivery or by mailing a copy thereof by first class mail, postage prepaid, to the other party at the addresses set forth below:

City of El Monte
Attn: City Manager
City Manager's Office
c/o City Attorney's Office
11333 Valley Blvd.
El Monte, CA 91731

Borrower
Name:
Address:

Either party may change the address to which notices shall be directed by sending the other party notice of the new address in the manner provided above.

Section 14. Exhibits Incorporate

All exhibits and attachments referred to in this Loan Agreement are expressly incorporated herein in their entirety, as if set forth fully herein. In the event of an actual conflict between the terms and conditions in any exhibit or attachment, the terms of this Loan Agreement shall govern.

Section 15. Entire Agreement

This Loan Agreement constitutes the entire understanding between the parties hereto as to the matters set forth herein, and the parties hereto shall not be bound by any terms, conditions, statements or representations, oral or written, not contained herein.

Section 16. Amendments

This Loan Agreement may be modified or amended only by a writing duly authorized and

executed by both parties hereto. It may not be amended or modified by oral agreement or understanding between the parties unless the same shall be reduced to writing duly approved and executed by both parties.

Section 17. Parties Bound

The covenants and conditions contained herein shall apply to and bind the legal representatives, successors, and assigns of all of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

Section 18. Counterparts; Multiple Originals

This Loan Agreement may be executed in counterparts, and multiple originals, each of which shall be an original and all of which shall constitute the same instrument.

CITY OF EL MONTE

* Signature to be acknowledged _____*
Alma K. Martinez, City Manager

BORROWER(S)

Signatures to be acknowledged _____

_____*

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT “A” TO HOME BUYER LOAN AGREEMENT

[LEGAL DESCRIPTION OF THE PROPERTY]

EXHIBIT “A” TO HOME BUYER LOAN AGREEMENT

EXHIBIT "B" TO HOME BUYER LOAN AGREEMENT

[COVENANT]

AFFORDABILITY COVENANT

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:	
	(Space above for Recorder's Use Only)

DECLARATION OF CONSTRUCTION, REHABILITATION AND RESALE COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS COVENANT is made and executed by _____, an individual (the "Covenantor").

WHEREAS, the City of El Monte ("City") is a municipal corporation that has received funds from the United States Department of Housing and Urban Development ("HUD") pursuant to the Home Investment Partnership Program and the implementing regulations thereto for the purpose of providing more decent, safe, sanitary, and affordable housing for low-and-moderate income persons and families;

WHEREAS, Neighborhood Housing Partners, Inc., a Community Housing Development Organization certified by the City that operates exclusively to support and benefit San Gabriel Valley Habitat for Humanity ("Developer"), has rehabilitated a single-family home ("Housing Unit") affordable to Low Income Households earning less than 80% of Area Median Income, as defined by 24 CFR Part 92 of the federal HOME regulations ("Eligible Home Buyer" or "Buyer"), certain properties located at 11423 Stewart Street, El Monte, CA 91731; and

WHERES, to assist Developer's acquisition of the Housing Unit on the Property, the City has entered into a loan agreement pursuant to the Home Investment Partnership Program with Developer in the total amount of Two Hundred Eight Thousand, Nine Hundred Thirteen Dollars ($208,913.00) (the "Developer Loan Agreement"); and

WHEREAS, as consideration for the Developer Loan Agreement, the Housing Unit has been dedicated as affordable housing unit, and restricted for use as a principal residence for Eligible Home Buyers for a period of twenty (20) years;

WHEREAS, Covenantor is an Eligible Home Buyer, and has purchased the Housing Unit located on the property specifically identified in **Exhibit "A"** hereto (the "Property");

WHEREAS, as a condition of Covenantor's purchase of the Property, Covenantor agrees to certain requirements of the HOME program by way of the execution of a HOME loan agreement with the City in the amount of up to Two Hundred Eight Thousand, Nine Hundred Thirteen Dollars

($208,913.00, the “Loan”) as such agreement is dated _____ (the “Loan Agreement”);

WHEREAS, as consideration for receipt of the Loan, Borrower agrees to use the Property only for their own principal residence, and further agrees not to transfer the Property to any other person who is does not qualify as an Eligible Home Buyer for a period of twenty (20) years from the date of the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth above, Covenantor hereby agrees as follows:

1. The terms and conditions of the Loan Agreement are expressly incorporated this Covenant, and though set forth fully herein. A copy of the Loan Agreement is available in the Housing Division of the City of El Monte.

2. Covenantor shall use and occupy the Property solely as his/her/their principal residence.

3. If, during the twenty (20) year Affordability Period and prior to _____, Covenantor ceases to occupy as the Property as (his/her/their) principal residence, or transfers the Property by sale, gift or otherwise, Covenantor agrees to return all or a portion of the HOME investment (Loan) in accordance with the “Recapture Provisions” set forth in Section 3 of the Loan Agreement.

4. Covenantor covenants, by and for itself, its successors, and assigns, and all other persons claiming under or through Covenantor, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property nor shall Covenantor, or any person claiming under or through Covenantor, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subleases, subtenants, or vendees of the Property or any part thereof. Covenantor further covenants that the provisions of this Section shall be incorporated into all contracts relating to the sale, transfer, leasing, management, or operation of the Property or any part thereof, and shall obligate and be binding upon the contracting parties or any other person receiving benefits of such contract, including but not limited to, any subcontracting party or parties.

5. Covenantor agrees to give City the right to access to the Property at reasonable times in order to inspect the grounds to ensure compliance with this Covenant. Covenantor shall make improvements as requested by the City that are necessary to comply with municipal code. Covenantor shall initiate such improvements or changes within 30 days of receiving written notice from the City, and shall complete such improvements or changes within 120 days.

6. During the Affordability Period, Covenantor covenants and agrees not to sell, lease, or otherwise transfer the Property, until City has received those Loans proceeds due in accordance with the “Recapture Provisions” set forth in Section 3 of the Loan Agreement.

7. All notices, certificates, reports, and other communication to be given, made, or sent, or which may be given, made, or sent, by one party to the other pursuant to this Covenant shall be deemed to have been given, made, or sent when made in writing and personally delivered or deposited in the U.S. Mail, first class postage prepaid, addressed as follows:

To City:
City of El Monte

Attn: City Manager
City Manager's Office
c/o City Attorney's Office
11333 Valley Blvd.
El Monte, CA 91731

To Covenantor: At the Property

The address to which any notice, certificate, report, or other communication may be given, made, or sent by any party as above provided may be changed by written notice given by such party as above provided.

8. Any violation of this Covenant shall be deemed an event of default. Upon occurrence of any event of default of this Covenant, the City shall be entitled to specifically enforce the terms of the Covenant in an action filed in Los Angeles County Superior Court or in any other court of competent jurisdiction, in addition to other remedies available at law.

9. This Covenant shall not be revoked or amended without the prior written consent of the City.

10. This Covenant shall be recorded in the Official Records of the County of Los Angeles and such other places as City may reasonably determine.

11. Covenant shall be binding on Covenantor, its successors and assigns and all persons claiming under or through it, and shall run with the Property against which it is recorded.

IN WITNESS WHEREOF, Covenantor has executed this Covenant in the City of El Monte, California, on _____, 2020.

COVENANTOR

_____*

*Signature to be notarized

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT "C" TO HOME BUYER LOAN AGREEMENT

[DEED OF TRUST]

DEED OF TRUST WITH ASSIGNMENT OF RENTS TO THE CITY OF EL MONTE, CALIFORNIA

("**HOME BUYER DEED OF TRUST**")

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:	
	(Space above for Recorder's Use Only)

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS ("**THE** "**Deed of Trust**") is made this _____th day of _____, 2020 by and between _____, an individual (the "**Borrower**"), and THE CITY OF EL MONTE, a California municipal corporation (the "**Trustee**" and "**Beneficiary**"; also identified hereinafter as the "**City**"), in connection with and in order to implement that certain HOME Program Loan Agreement (the "**Agreement**") entered into between Borrower and Beneficiary (collectively, the "**Parties**") on _____, 2020.

WITNESSETH: That Borrower Irrevocably, Grants Transfers and Assigns, to Trustee, in Trust, with Power of Sale, that certain real property (the "**Property**") in the County of Los Angeles, State of California, the legal description for which is attached to this Deed of Trust as Exhibit "A".

TOGETHER WITH: (a) all buildings, improvements and fixtures, as now or hereafter may be placed thereon, it being understood and agreed that all classes of property attached or unattached used in connection herewith shall be deemed fixtures, (b) rents, issues and profits thereof, (c) any water rights and/or stock appurtenant or pertain to the land, and (d) all sums of money payable on the purchase price of the property secured by a lien thereon or payable under any agreement.

BORROWER HEREBY expressly acknowledges and agrees that, in connection herewith, and as further described in the Agreement between Borrower and Beneficiary, which is incorporated fully herein by this reference, and a copy of which is available in the Housing Division of the City of El Monte, City will loan to Borrower up to $208,913.00 pursuant to the terms of the Agreement. Pursuant to the Agreement, City will loan Borrower the above-stated amount upon such terms provided in said documents and as provided herein (referred to in said documents and herein as the "**HOME Loan**"). Borrower acknowledges and agrees that the City is making the HOME Loan on this basis, and thus intends to enforce any and all of its rights accordingly.

THIS DEED OF TRUST IS GIVEN FOR THE PURPOSE OF SECURING:

1. Payment of Two Hundred Eight Thousand, Nine Hundred Thirteen Dollars ($208,913.00) with two percent (2.0%) simple interest per annum thereon according to the terms of the Promissory Note, payable, as more fully set forth in the Note, to the order of the City, and

extensions or renewals thereof. Principal and interest on the note shall be due and payable as provided in the Promissory Note.

2. Payment of such additional sums with interest thereon as: (a) may be hereafter borrowed from the Beneficiary when evidenced by another promissory note(s) or deed(s) of trust reciting that they are secured hereby, or (b) as may be added to the indebtedness secured hereby in accordance with the provisions of this Deed of Trust.

3. Performance of each and every obligation, covenant, promise or agreement of Borrowers contained in the Agreement and this Deed of Trust.

4. Payment, with interest thereon, of any other present or future indebtedness or obligation of the Borrowers (or of any successor in interest of the Borrowers to the Property) to the Beneficiary reciting that they are secured hereby, whether created directly or acquired by assignment, whether absolute or contingent, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of the Deed of Trust, or arising thereafter.

5. Performance of each agreement of Borrowers contained in the Agreement, or any other agreement or related document(s) entered into between Borrowers and Beneficiary, with regard to the Property.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, BORROWER AGREES AS FOLLOWS:

1. To maintain the Property in good condition and repair; not to remove or demolish any building or improvement thereon; to complete promptly in workmanlike manner any improvement hereafter constructed thereon and to restore promptly in workmanlike manner any improvement thereon that is damaged or destroyed by fire or other casualty at a cost not in excess of the proceeds of any fire insurance required herein or otherwise acquired therefor; to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Property; not to commit or permit any waste thereof or any act upon the Property in violation of law or of covenants, conditions, or restrictions affecting the Property.

2. To provide, maintain and deliver to Beneficiary a certificate evidencing insurance and to provide, maintain, and deliver to Beneficiary a certificate evidencing insurance in accordance with the Loan Agreement. The amount collected under any insurance policy and all insurance premiums may be applied by Trustor in accordance with the Loan Agreement. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered thereby at any trustee's sale held hereunder, or at any foreclosures sale of such property. The City will not have the right to elect not to rebuild the Project to the extent that the insurance proceeds realized from a fire, casualty or other insurance policy are sufficient therefor.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and also, if at any time Beneficiary or Trustee is a party to or appears in any such action or proceeding, or in any action or proceeding to enforce any obligation hereby secured, to pay all costs and expenses paid or incurred by them or either of them in connection therewith, and attorneys' fees in a reasonable sum.

4. To pay, prior to delinquency, all taxes and assessments which affect the Property; all encumbrances, charges and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto; and all costs, fees, and expenses of this trust deed.

5. To pay, immediately and without demand, all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from the date of expenditure at two percent (2%) per annum.

6. In the event Trustor fails to make any payment or to do any act as herein provided, then Beneficiary or Trustee but without obligation so to do, and with or without notice or demand upon Trustor, and without releasing Trustor from any obligation hereof may make payment or do such act in a manner and to such extent as either deems necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purpose; appear in or commence any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien that, in the judgment of either, appears to be superior hereto; and in exercising any such power, Beneficiary or Trustee may incur necessary expenses, including reasonable attorneys' fees.

7. In the event an award of damages is made in connection with the condemnation for public use of or injury to the Property or any part thereof, such award is hereby assigned and shall be paid to Beneficiary, who may apply or release such monies received therefor in the same manner and with the same effect as above provided for the disposition of proceeds of fire or other insurance.

8. The acceptance by Beneficiary of any payment less than the amount then due shall be deemed an acceptance on account only and shall not constitute a waiver of the obligation of Trustor to pay the entire sum then due or of Beneficiary's right either to require prompt payment of all sums then due or to declare default. The acceptance of payment of any sum secured hereby after its due date will not waive the right of Beneficiary either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay. No waiver of any default shall be a waiver of any preceding or succeeding default of any kind.

9. Upon written request of Beneficiary stating that all sums secured hereby have been paid or that the term of the Loan Agreement secured hereby has expired, and upon surrender of this Deed of Trust and payment of its fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals in such reconveyance shall be conclusive proof of the truthfulness thereof. The Trustor may be designated in such reconveyance as "the person or persons legally entitled thereto."

10. Upon the occurrence of any "Event of Default" as defined in the Loan Agreement, whether such be in the nature of a failure to pay any indebtedness or in the performance of any other provision of any agreements secured hereby, then Beneficiary, with or without notice to Trustor, may declare all sums secured hereby immediately due and payable by instituting suit for the recovery thereof or for the foreclosure of this Deed of Trust, or by delivering to Trustee a written declaration of default and demand of sale, as well as a written notice of default and of election to cause the Property to be sold, which notice Trustee shall cause to be filed for record. If such declaration is delivered to Trustee, Beneficiary also shall deposit with Trustee this Deed of Trust and the Loan Agreement secured hereby. For purposes of this Deed of Trust, an "Event of Default" shall be any default by Trustor in the performance of any obligation, whether monetary or non-monetary, of any provision of any agreement secured hereby, which default is not cured by Trustor within sixty (60) days of receipt of written notice, or if the nature of the default is such that it cannot be cured within sixty (60) days, such other reasonable time period provided that cure is commenced within sixty (60) days of the notice and thereafter diligently prosecuted to completion. The Trustor's limited partner shall have the opportunity, but not the obligation, to cure in the Event of Default.

When the time then required by law has elapsed after recordation of such notice of default,

and notice of sale having been given as then required by law, Trustee, with or without demand on Trustor, shall sell the Property at the time and place fixed in the notice of sale, either as a whole or in separate parcels and in such order as Trustee determines, at public auction, to the highest bidder, for cash in lawful money of the United States, payable at time of sale. Trustee may postpone from time to time sale of all or any portion of the Property by public announcement at the time and place of sale originally fixed or at the last preceding postponed time. Trustee shall deliver to the purchaser its deed conveying the Property, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor, Trustee, Beneficiary, or any other person may purchase at the sale.

After deducting all costs, fees, and expenses of Trustee and of this trust, including cost of evidence of title and reasonable attorney's fees in connection with sale, Trustee shall apply the proceeds of the sale to payment of all sums expended under the terms hereof and not theretofore repaid, with accrued interest at the amount allowed by law in effect at the date hereof, and all other sums then secured hereby in such order as Beneficiary in the exercise of its sole discretion, directs. The remainder, if any, shall be paid to the person or persons legally entitled thereto.

Before the Trustee's sale, Beneficiary may rescind such notices of default and of election to cause the Property to be sold by delivering to Trustee a written notice of rescission, which notice, when recorded, shall cancel any prior declaration of default, demand for sale, and acceleration of maturity. The exercise of such right of rescission shall not constitute a waiver of any default then existing or subsequently occurring, or impair the right of Beneficiary to deliver to Trustee other declarations of default and demands for sale or notices of default and of election to cause the Property to be sold, or otherwise affect any provision of the Loan Agreement or this Deed of Trust or any of the rights, obligations, or remedies of Beneficiary or Trustee hereunder.

11. Beneficiary may from time to time, as provided by statute, or by a writing signed and acknowledged by it and recorded in the Office of the Recorder of the County of Butte, appoint another trustee in place and instead of Trustee herein named; and thereupon, the Trustee herein named shall be discharged, and the trustee so appointed shall be substituted as trustee hereunder with the same effect as if originally named trustee herein.

12. Trustor reserves the right, prior to any Event of Default in payment of any indebtedness or performance of any obligation secured hereby, to collect all such rents, royalties, issues, and profits of the Property as and when they become due. However, upon any such Event of Default, Trustor's right to collect such monies shall cease, not only as to amounts accruing thereafter, but also as to amounts then accrued and unpaid. In the event of such default, Beneficiary, with or without notice and without regard to the adequacy of any security for the indebtedness hereby secured, may enter upon and take possession of the Property at any time and manage and control it in Beneficiary's discretion, and, with or without taking possession, may sue for or otherwise collect all rents, issues, and profits thereof, whether past due or coming due thereafter and apply the same, less costs and expenses of operation and collecting, including reasonable attorney's fees, upon any obligation secured hereby and in such order as Beneficiary determines. None of the aforesaid acts shall cure or waive any default hereunder or invalidate any act done pursuant to such notice. Beneficiary shall not be required to act diligently in the care or management of the Property or in collecting any rents, royalties, or other profits that it is hereby authorized to collect, and shall be accountable only for sums actually received.

13. Without affecting the liability of Trustor or of any other party now or hereafter bound by the terms hereof for any obligation secured hereby Beneficiary, from time to time and with or without notice, may release any person now or hereafter liable for performance of such obligation,

and may extend the time for payment or performance, accept additional security, and alter, substitute or release any security.

14. In any action brought to foreclose under this Deed of Trust or to enforce any right of Beneficiary or of Trustee hereunder, Trustor shall pay to Beneficiary and to Trustee attorney's fees in a reasonable sum to be fixed by the Court.

15. No remedy hereby given to Beneficiary or Trustee is exclusive of any other remedy hereunder or under any present or future law.

16. The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived, to the full extent permissible by law.

17. In the event of default in the payment of any indebtedness secured hereby and if such indebtedness is secured at any time by any other instrument, Beneficiary shall not be obligated to resort to any security in any particular order; and the exercise by Beneficiary of any right or remedy with respect to any security shall not be a waiver of or limitation on the right of Beneficiary to exercise, at any time or from time to time thereafter, any right or remedy with respect to this Deed of Trust.

18. Trustor shall, upon request made by Beneficiary, furnish the Beneficiary with annual statements governing the operations of the Property.

19. This Deed of Trust applies to, inures to the benefit of, and binds, all parties hereto, their heirs, legatees, devises, administrators, executors, successors, successors in interest and assigns. Trustor may assign this Deed of Trust in accordance with the Loan Agreement.

20. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee is a party unless brought by Trustee.

21. City hereby agrees to the subordination of this Deed of Trust to deeds of trust, or similar security agreements, in favor of lenders providing permanent financing for the housing unit as more particularly described in the Loan Agreement, and to be recorded against the Property.

Executed at _____, County of _____, on the date first above written.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust as of the date written hereinbelow.

_____
("Borrower")

DATED: _____ Signature: _____
Signature

Name: _____

[ACKNOWLEDGEMENT OF TRUSTEE/BENEFICIARY FOLLOWS]
ACKNOWLEDGMENT

Trustee/Beneficiary acknowledges Borrower's execution of this Deed of Trust as of the date written below.

CITY OF EL MONTE
("Trustee/Beneficiary")

DATED: _____ By: _____
ALMA K. MARTINEZ
CITY MANAGER

ATTEST:

By: _____
CITY CLERK

APPROVED AS TO FORM:

By: _____
CITY ATTORNEY

EXHIBIT "D" TO HOME BUYER LOAN AGREEMENT

[PROMISSORY NOTE SECURED BY DEED OF TRUST]

$208,913.00 El Monte, California

_____, 2020

Property Address: 11423 Stewart Street, El Monte, CA 91731

FOR VALUE RECEIVED, the undersigned ("Maker") promises to pay to the THE CITY OF EL MONTE, a California municipal corporation ("Holder"), at such address as Holder may direct from time to time in writing, Two Hundred Eight Thousand, Nine Hundred Thirteen Dollars ($208,913.00) (the "Note Amount"), together with interest thereon as hereafter set forth. All sums hereunder shall be payable in lawful money of the United States of America. This Promissory Note Secured by Deed of Trust ("Promissory Note" or "Note") is secured by a Deed of Trust with Assignment of Rents and Rider to Deed of Trust ("Deed of Trust").

1. **Loan Agreement.** This Promissory Note is made and delivered pursuant to and in implementation of the Buyer HOME Loan Agreement entered into by and between the Holder and the Maker concurrently herewith (the "Agreement"). Also entered into concurrently herewith by Maker and Holder is a Declaration of Covenants, Conditions and Restrictions (Including Use and Resale of Restricted Residential Units) (the "Declaration") recorded in the Official Records of the County of Los Angeles. A copy of the Agreement is on file as a public record with the Holder and is incorporated herein by reference. The Maker acknowledges that but for the execution of the Agreement and this Promissory Note, the Holder would not enter into the Agreement or make the loan contemplated therein. Unless definitions of terms have been expressly set out at length herein, each term shall have the same definition as set forth in the Agreement.

The proceeds of the Note Amount shall be deemed disbursed by Maker from HOME Program funds.

2. **Interest Rate.** Except as set forth in Section 18 hereof, the Note Amount shall accrue simple interest at 2% per annum.

3. **Time of Payment.** The Note Amount shall be due and payable upon the first to occur of (i) any Transfer of the Property (excluding a Permitted Transfer) that occurs prior to twenty (20) years from the date of recordation of the Declaration ("Covenant Period"), or (ii) an Event of Acceleration. Upon such date, the Note Amount, together with interest thereon, if any, shall be repaid in full and the Deed of Trust reconveyed. No periodic payments shall be due hereunder prior to such due date. If not repaid prior to the expiration of the Covenant Period, the Note Amount shall be forgiven upon the expiration of the Covenant Period.

4. **Due on Sale or Transfer and Other Events of Acceleration**. The Note Amount shall become due and immediately payable irrespective of any provisions herein to the contrary upon the occurrence of any one of the following events of acceleration ("Event of Acceleration"):

a. "Transfer" of the Property during the Covenant Period;

b. An Event of Default has occurred under the Agreement as a result of the failure of Maker (or upon Maker's Transfer of the Property pursuant to a Permitted Transfer, Maker's transferee) to occupy the Property as his/her/their principal residence; or

c. An Event of Default has occurred under the Agreement as a result of the failure of Maker (or upon Maker's Transfer of the Property pursuant to a Permitted Transfer, Maker's transferee) to fulfill any other obligation or covenant under this Note, the Agreement, the Declaration, the Deed of Trust or any other loan or agreement secured by a deed of trust recorded against the Property.

Failure of Holder to exercise its rights to accelerate payment as provided in this section will not constitute a waiver of the right to accelerate payment in the event of a subsequent or ongoing Event of Acceleration. Failure by Maker to occupy the Property as Maker's principal residence shall be an ongoing Event of Acceleration under this Note.

5. **Security for Note.** This Promissory Note is secured by the Deed of Trust of even date herewith, executed by Maker and recorded against the Property.

6. **Prepayment of Note.** Maker may prepay this Note to Holder at any time without penalty, provided that any prepayment must be in full and not in part. PREPAYMENT OF THIS NOTE WILL NOT RESULT IN THE REMOVAL OF THE AFFORDABILITY AND RESALE RESTRICTIONS SET FORTH HEREIN AND IN THE AGREEMENT AND THE DECLARATION.

7. **Holder May Assign.** Holder may, at its option, assign its right to receive payment under this Promissory Note without necessity of obtaining the consent of the Maker.

8. **Maker Assignment.** In no event shall Maker assign or transfer any portion of this Promissory Note.

9. **Joint and Several.** The undersigned, if more than one, shall be jointly and severally liable hereunder.

10. **Attorneys' Fees and Costs.** In the event that any action is instituted to enforce payment under this Promissory Note, the parties agree the non-prevailing party shall be responsible for and shall pay to the prevailing party all court costs, including expert witness fees, and all attorneys' fees incurred in enforcing this Note.

11. **Amendments.** This Note may not be modified or amended except by an instrument in writing expressing such intention executed by the parties sought to be bound thereby, which writing must be so firmly attached to this Note so as to become a permanent part thereof.

12. **Maker's Waivers.** Maker waives any rights to require the Holder to: (a) demand payment of amounts due (known as "presentment"), (b) give notice that amounts due have not been paid (known as "notice of dishonor"), and (c) obtain an official certification of nonpayment (known as "protest").

13. **Notice.** Any notice that must be given to Maker under this Note shall be in writing and shall be effective when personally delivered or forty-eight (48) hours after deposit in the United States Mail, as certified or registered mail, return receipt requested, first-class postage and fees prepaid, addressed to Maker at the Property Address above or such other address as Maker shall direct from time to time in writing and to Holder at Holder's address stated in the preamble to this

Note. Failure or delay in giving any notice required hereunder shall not constitute a waiver of any default or late payment, nor shall it change the time for any default or payment.

14. **Successors Bound.** This Promissory Note shall be binding upon the parties hereto and their respective heirs, successors and assigns.

15. **Governing Law.** This Note shall be construed in accordance with and be governed by the laws of the State of California.

16. **Severability.** If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

17. **Maker's Waivers.** Maker waives any rights to require Holder to (a) demand payment or amounts due (known as "presentment"); (b) give notice that amounts due have not been paid (known as "notice of dishonor"); and (c) obtain an official certification of nonpayment (known as "protest").

18. **Default Interest.** In the event Maker does not pay Holder when due, any amounts due hereunder or under the Agreement or Deed of Trust, they shall thereafter bear interest at the greater of ten percent (10%) per annum or the highest rate permitted by law. Payments received hereunder shall be applied first to any interest due and then to principal.

19. **Applicable Regulations.** Maker acknowledges and agrees that this Note and the proceeds thereof are subject to the terms, conditions and restrictions of the HOME Loan Program.

20. **No Waiver.** Any failure of Holder to pursue its legal and equitable remedies upon a default by Maker hereunder or under the Agreement shall not constitute a waiver of Holder's right to declare an Event of Default and exercise all of its rights under this Note, the Deed of Trust, the Declaration or the Agreement. Acceptance by Holder of any payment provided for in this Note shall not constitute a waiver of Holder's right to require prompt payment of any remaining payment owed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Maker has executed this Promissory Note as of the date set forth above.

"Maker"

By: _____

Printed Name: _____

By: _____

Printed Name: _____

EXHIBIT "G"

[DEVELOPER DECLARATION]

AFFORDABILITY COVENANT

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:	
	(Space above for Recorder's Use Only)

DEVELOPER DECLARATION OF CONSTRUCTION, REHABILITATION AND RESALE COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION OF DEVELOPER CONSTRUCTION, REHABILITATION, AND RESALE COVENANTS, CONDITIONS, AND RESTRICTIONS ("Developer Covenants") is entered into this _____ day of _____, 2020, by and between the CITY OF EL MONTE, a public body corporate and politic (the "City"), and NEIGHBORHOOD HOUSING PARTNERS, INC. (the "Developer"), with reference to the following:

1. PURPOSE OF DEVELOPER COVENANT

These Developer Covenants are entered into with reference to the following facts and circumstances:

1.1 Developer and City have entered into a certain Home Program Commitment and Development Agreement dated _____, (the "Agreement", a copy of which is on file with the City at its offices and is a public record and incorporated herein by this reference) pursuant to which the Developer has agreed to acquire and rehabilitate a single family residence (the "Housing Unit") on that certain real property more particularly described in the "Legal Description of the Property" attached hereto as Exhibit A, and incorporated herein by this reference, for subsequent sale to low and moderate income individuals and families, and City has agreed to loan Developer HOME Program funds for such purpose.

1.2 Developer and City desire and intend to restrict the Property and all Housing Unit(s) (hereinafter cumulatively the "Project Property") and the improvements thereon in accordance with this Declaration to preserve its value for the benefit of the Developer, its successors, tenants, and the surrounding neighborhood.

1.3 In order to enforce the terms of the Agreement and to effectuate the Parties' intent, the Parties desire to restrict the Project Property such that Developer shall be bound to the requirements of this Developer Covenant.

2. DEVELOPMENT AND MAINTENANCE

2.1 Developer shall cause the Project Property to be developed in accordance with the requirements of the Agreement.

2.2 For such time as Developer shall own the Project Property, Developer shall exercise reasonable care to keep the Project Property clean and safe, during construction and prior to occupancy by an Eligible Home Buyer as defined in Section 3.4 below. Developer shall not enter into an agreement for the rental or lease of the Project Property unless with the express written consent of the City, the consent of which may be withheld for any reason whatsoever.

2.3 Following development of the Project Property, and for such time as Developer may own Project Property, Developer shall not knowingly cause or permit any of the following conditions to occur on the Property:

a. Permit lumber, junk, trash, debris or salvaged materials to be on the Project Property in such a manner as to be visible at ground level from a public street, alley or adjoining property.

b. Permitting trash, garbage or refuse cans, bins, boxes or other such containers to be stored on the Project Property in the public right-of-way or within any yard abutting the street;

c. Permitting abandoned, discarded or unused furniture, stoves, refrigerators, freezers, sinks, toilets, cabinets, or other household fixtures or equipment to be stored on the Project Property in such a manner as to be visible at ground level form a public street or alley, or from adjoining property;

d. Permitting construction equipment or machinery of any type or description, to be parked or stored on the Project Property when it is readily visible to the general public, except while excavation, construction or demolition operations covered by a an active building permit are in progress on the Property or on an adjoining property;

e. Maintaining buildings, structures, walls, fences or landscaping on the Project Property which are in need of correction, proper repair or adequate and proper maintenance, including but not limited to the existence of broken windows, surfaces in need of repainting, physical damage or general dilapidation, improperly or unprofessionally etched windows, graffiti, and conditions of improper graffiti abatement;

f. Permitting damaged, dilapidated, inadequately or improperly maintained signs or other identification to exist on the Project Property; or

g. Failing to secure the Project Property from vandalism, dumping, graffiti, loitering, or other illegal activity.

Within twenty-four (24) hours of knowing or otherwise receiving notice that any of the foregoing conditions exist on the Project Property, the Developer shall cause such conditions to be abated.

2.4 For such time as Developer shall own the Project Property, Developer shall not permit any illegal activity, street gang activity, or public or private nuisance to exist on the Project Property. For such time as Developer shall own the Project Property, Developer shall evict

or eject from the Project Property any individual whom such party knows or otherwise has notice of engaging in any illegal activity, street gang activity, or activity which contributes to any public or private nuisance.

2.5 Developer covenants that Project Property shall be maintained in a manner consistent with community standards, the El Monte Municipal Code, the El Monte Zoning Code, this Declaration and all other legal requirements.

2.6 The covenants in this Section shall run with the Project Property.

3. OWNERSHIP, ELIGIBILITY AND RECAPTURE RESTRICTIONS

3.1 Developer represents and warrants that it has purchased the Project Property for development and subsequent sale to and occupancy by an Eligible Home Buyer as his or her principal residence, and for no other purpose. Developer covenants and agrees that the Project Property shall not be leased (except with the consent of the City), nor shall the Project Property be utilized for any other purpose other than for sale to an Eligible Home Buyer as single-family residence.

3.2 Developer represents and warrants, and by the Agreement and this Declaration expressly agrees, that Developer shall sell, convey and transfer the Project Property only to a buyer approved by the City who has provided Developer with satisfactory evidence that buyer is an Eligible Home Buyer, as such term is defined in the Agreement and as restated hereinbelow:

> "Eligible Home Buyer" means a first-time homebuyer whose annual total household income does not exceed eighty-percent (80%) of the Los Angeles County area median income, adjusted by actual household size, pursuant to 24 CFR 92.254 (a)(2)(iii), as published annually by HUD.
>
> By way of example, 80% of the area median income for a household of five (5) persons in Los Angeles County (based on year 2019 adjustments) is $90,200. Thus, an Eligible Home Buyer with a household of five persons shall have a total household income of $90,200 or less.

3.3 The covenants in this Section shall run with the Project Property for a period of twenty (20) years.

4. NON-DISCRIMINATION

4.1 The Developer covenants by and for itself, its successors and 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, religion, sex, disability, age, marital status, national origin or ancestry in the sale, transfer, use, occupancy or enjoyment of the Project Property.

The Developer, its successors and assigns, shall refrain from restricting the sale or transfer of the Project Property on the basis of race, color, religion, sex, disability, age, marital status, national origin or ancestry of any person. All such deeds or contracts shall contain or be subject to substantially the following non-discrimination or non-segregation clauses:

In deeds: "The Developer herein covenants by and for himself or herself, his or her heirs, executors, administrators and 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, religion, sex, disability, age, marital status, national origin or ancestry in the sale, transfer, use, occupancy or enjoyment of the land herein conveyed. The foregoing covenants shall run with the land".

In contracts: "There shall be no discrimination against or segregation of any person, or group of persons on account of race, color, creed, religion, sex, marital status, ancestry, disability, age or national origin, in the sale, lease, transfer, use, occupancy, tenure or enjoyment of land, nor shall the transferee himself or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees."

4.2 The covenants in Section 4.1 shall run with the Project Property in perpetuity.

5. ENFORCEMENT

5.1 Remedies. Breach of the covenants contained in this Declaration may be abated or remedied by appropriate legal proceeding.

5.2 Rights of the City. As a party to this Declaration, the City is entitled to the following rights:

A. The City has the right, but not the obligation, to specifically enforce this Declaration in its entirety.

B. Any amendment to the Declaration shall require the written consent of the City.

C. The right to call the City subsidy due and payable, including accumulated interests, for the violation of any covenants in this Declaration.

The City is deemed a beneficiary of the terms and provisions of this Declaration and the covenants herein, both for and in their own right and for the purposes of protecting the interests of the community and other parties, public or private, for whose benefit this Declaration and the covenants running with the land have been provided. The City shall have the right if the covenants against discrimination are breached, to exercise all rights and remedies, and to maintain any action or suits at law or in equity or other property proceedings to enforce the curing of such breaches.

5.3 Cumulative Remedies. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive or limiting to those remedies otherwise available at law.

5.4 Failure to Enforce. The failure to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

6. GENERAL PROVISIONS

6.1 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in all force and effect.

6.2 Construction. The provisions of this Declaration shall be liberally construed for the purpose of maintaining the Project Property. The article and section headings have been inserted for

convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

6.3 Amendments. This Declaration may be amended only by the written agreement of the Developer and the City.

6.4 Notices. Any notice permitted or required to be delivered as provided herein to the Developer shall be in writing and may be delivered either personally or by first-class or registered mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States Mail, postage prepaid, addressed to the Developer. Such address may be changed from time to time by notice in writing to the City, which shall be made to the Community Development Department for the City of El Monte, Attention: City Manager, at 11333 Valley Blvd., El Monte, CA 91731, and shall be effective upon receipt.

6.5 Term of Declaration. Except as provided in Section 3.1 relating to non-discrimination, the affordability covenants, conditions and restrictions of this Declaration shall run with the land and shall expire twenty (20) years from the date of the initial closing of sale to the low- or moderate-income homebuyer.

6.6 Notice of Default. The Developer shall cause a Request for Notice to be recorded on the Project Property in conjunction with the recordation of First Lien Deed of Trust or mortgage. A statutory notice of default as set forth in the California Civil Code shall be provided to the City. Such notice shall be sent to:

City of El Monte
Attn: City Manager
City Manager's Office
c/o City Attorney's Office
11333 Valley Boulevard
El Monte, CA 91731

[SIGNATURES FOLLOW]

The City and Developer have caused this instrument to be duly authorized, this _____ day of _____, 2020.

"DEVELOPER"

By: _____

Name (Print): _____

Date: _____

"CITY"

By: _____

Name (Print): _____

Date: _____

[*NOTARY PAGES TO FOLLOW*]

EXHIBIT G

CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF APRIL 21, 2020

April 13, 2020

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Honorable Mayor and City Council:

CONSIDERATION AND ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE APPROVING THE SAN GABRIEL VALLEY REGIONAL HOUSING TRUST JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE CITY OF EL MONTE AND THE SAN GABRIEL VALLEY REGIONAL HOUSING TRUST

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt the proposed Resolution (Attachment 1) approving the San Gabriel Valley Regional Housing Trust Joint Exercise of Powers Agreement with the San Gabriel Valley Regional Housing Trust (Attachment 2); and

2. Authorize the City Manager to execute said Agreement on behalf of the City in a form approved by the City Attorney.

BACKGROUND

In October 2019, Governor Gavin Newsom signed Senate Bill 751, legislation that allows the cities in the San Gabriel Valley and the County of Los Angeles to form the San Gabriel Valley Regional Housing Trust (the "Trust") joint powers authority (JPA). The Trust is intended to provide a stronger opportunity for San Gabriel Valley cities to attract and secure funding for supportive housing and affordable housing projects.

In order to join the Trust, the City of El Monte (the "City") needs to execute the joint powers agreement, which sets forth the powers of the Trust that the member Parties would share. Any city within the San Gabriel Valley is eligible – though not required – to join by executing the agreement. Joining the Trust would provide additional potential

funding resources for the planning and construction of affordable housing and homeless housing projects in the City.

DISCUSSION

The Trust is being created to increase the availability of funding for the planning and construction of housing projects for the homeless and extremely low, very low, and low-income populations within the San Gabriel Valley. It will be able to receive public and private financing and funds and will also be able to authorize and issue bonds. The Trust will be governed by elected officials from the San Gabriel Valley, so they will be able to direct funding to those projects and programs that are most important to the region.

As indicated above, the Trust is a joint powers authority (JPA) that any city and the Los Angeles County Supervisorial Districts within the San Gabriel Valley can join by executing the joint powers agreement (the "Agreement"). The Agreement was developed by a working group of city staff from approximately seventeen cities in the San Gabriel Valley. The City's Housing Manager participated in bi-weekly meetings with the working group. Before finalization, the Agreement was also circulated to city managers and city attorneys for additional comment and review.

The Agreement sets forth the powers authorized to the Trust in support of its purpose of funding and financing the planning and construction of affordable housing and housing for the homeless. The Agreement also establishes the limitations on the powers of the Trust. Specifically, the Trust cannot do the following:

- Regulate land use within the jurisdiction of any of the Parties;
- Levy, advocate for, incentivize the levying of an impact fee, charge, or other land use exaction as a condition of approval for the funding for a development project;
- Require inclusionary zoning requirements;
  Fund or otherwise approve an agreement for a housing project that is not supported by the Party; or
- Require the Parties to this Agreement to accept or provide any specific number of housing units as a prerequisite to joining or remaining a Party to this Agreement.

The Trust will be responsible for preparing an annual audit and annual financial report to describe the funds received by the Trust, the use of said funds, and how they have furthered the purpose of the Trust.

The City could decide to leave the Trust at the end of any fiscal year, with at least six (6) months' notice to the Trust Board of Directors. If the City decided to leave the Trust and a project was currently being funded in its jurisdiction, it would be responsible for an exit

fee associated with the cost of the Trust's completion of the project. If the City were to leave and return to the Trust, it would be responsible for additional administrative fees upon its re-entry into the Trust.

San Gabriel Valley Regional Housing Trust Board of Directors
The Agreement establishes that the Trust shall be governed by a Board of Directors of nine (9) Directors composed of the following members:

- Seven (7) members from jurisdictions that are parties to the Agreement (i.e. any city or the County of Los Angeles); and
- Two (2) members that are experts in housing or homeless policy.

The SGVCOG Governing Board will use a district-based approach to appoint the seven (7) jurisdictional members. The following districts will be used:

- Northeast District: Azusa, Claremont, Glendora, La Verne, San Dimas
- Southeast District: Covina, Diamond Bar, Industry, La Puente, Pomona, Walnut
- Central District: Baldwin Park, El Monte, Rosemead, South El Monte, Irwindale, West Covina
- Northwest District: Arcadia, Bradbury, Duarte, La Canada Flintridge, Monrovia, San Marino, Sierra Madre
- Southwest District: Alhambra, Montebello, Monterey Park, San Gabriel, South Pasadena, Temple City
- Two at-large members from any city that is a Party to the Agreement, or the County if it is a Party to the Agreement.

The Board of Directors will be named by the Governing Board of the San Gabriel Valley Council of Governments (SGVCOG) for two-year terms at its meeting on April 16, 2020. Staff will provide an update of the SGVCOG's appointment at the City Council meeting of April 21, 2020.

Annual Administrative Fees
The Agreement establishes an annual administrative fee for Parties to the Agreement. This fee is based on population size. The annual administrative fee for the City would be $25,000 based on the City's population of approximately 116,000 residents.

Population	Administrative Fee
Up to 30,000	$10,000
30,001 – 60,000	$15,000
60,001 – 100,000	$20,000
100,001 – 175,000	$25,000
County (per district)	$25,000

As part of the Tri-City Homelessness Cohort's Homelessness Implementation Plan for El Monte, South El Monte, and Baldwin Park, the County of Los Angeles (Measure H)

funded $376,420 to the Cohort to fund the Trust. This fund will be used to pay for the first year's administrative fee for each of the three (3) cities. The remainder of the funds would go into the Trust's operating budget.

The Trust will actively pursue public and other grant funding and private donations. However, there are some activities that the Trust will likely undertake – i.e. fundraising, advocacy efforts – that may not be eligible for these funding sources. The annual administrative fees will provide the Trust with a funding source for these important activities and will also allow for consistent operations even during periods when the Trust receives less outside funding.

San Gabriel Valley Regional Housing Trust Staffing
The Trust will not have its own staff but will instead contract with another public entity for its core staff. The Trust will also procure and hire consultants to provide additional technical support and expertise for more specialized topics. At this time, the participating cities have indicated that they intend to contract with the SGVCOG for core staffing support. The contract between the Trust and the SGVCOG for core staffing would be considered and executed by the Board of Directors upon its seating.

NEXT STEPS

At this time, 21 cities in the San Gabriel Valley have indicated intent to consider joining the Trust. The following cities have joined the Trust:

- Alhambra
- Arcadia
- Baldwin Park
- Claremont
- Covina
- Diamond Bar
- Duarte
- Glendora
- La Verne
- Monrovia
- Pomona
- South El Monte

The cities of Azusa, Irwindale, La Canada Flintridge, Montebello, San Gabriel, South Pasadena, Temple City and West Covina have also indicated that they plan to join the Trust.

Currently, $1.35 million in funding has been allocated to the Trust. This seed money will be awarded to projects for the region's extremely low, very low, and low-income residents and homeless residents in cities that join the Trust. In addition, it is anticipated

that the Trust will apply for funding from the State's Local Housing Trust Fund Grant Program. The Trust would be eligible to apply for between $500,000 - $5,000,000 in funding through this Program. The State has indicated that the notice of funding availability (NOFA) for this program is anticipated to be released in Spring 2020.

As indicated above, the SGVCOG Governing Board will appoint representatives to the Board of Directors at its April 16, 2020 meeting. The Board of Directors would be seated shortly thereafter, with an anticipated first meeting in May 2020. The Board of Directors will immediately implement a staffing approach, develop and adopt a first-year workplan and budget, and consider a process for awarding the $1.35 million in funding available to the Trust. Over the first year of its operation, the Trust will also undertake a number of foundational efforts, including development of a housing pipeline, development of priorities and a strategic plan, and development of a long-term funding strategy.

FISCAL IMPACT

There will be no fiscal impact to the General Fund. The administrative fee of $25,000 will be paid through the Tri-City Homelessness Cohort's allocation for the Trust.

CONCLUSION

It is recommended that the City Council adopt the proposed Resolution approving the San Gabriel Valley Regional Housing Trust Joint Exercise of Powers Agreement with the San Gabriel Valley Regional Housing Trust; and authorize the City Manager to execute said Agreement on behalf of the City in a form approved by the City Attorney

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONAVANIK
Community and Economic Development Director

Attachment:
1. Resolution
2. San Gabriel Valley Regional Housing Trust Joint Exercise of Powers Agreement

DATE: APRIL 21, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

ATTACHMENT 1
RESOLUTION

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA APPROVING THE SAN GABRIEL VALLEY REGIONAL HOUSING TRUST (SGVRHT) JOINT POWERS AGREEMENT BETWEEN THE CITY AND LOS ANGELES COUNTY

WHEREAS, California has an affordable housing crisis, which is especially acute in the San Gabriel Valley due to the high cost of housing in that area, even in formerly affordable communities;

WHEREAS, the establishment of San Gabriel Valley Regional Housing Trust ("SGVRHT") to receive available public and private funds is designed to help finance affordable housing projects for homeless and low-income populations;

WHEREAS, the SGVRHT is a joint power authority ("JPA"), formed pursuant to Government Code Section 6500 et seq., to fund housing to assist the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, within the San Gabriel Valley region;

WHEREAS, pursuant to Senate Bill 751 (Joint powers authorities: San Gabriel Valley Regional Housing Trust), the County of Los Angeles and any or all of the cities within the jurisdiction of the San Gabriel Valley Council of Governments, including the City of El Monte (the "City") may join the SGVRHT by entering into the SGVRHT agreement attached to this Resolution as **Exhibit "A"** (the "Agreement");

WHEREAS, the Agreement sets forth the powers authorized to SGVRHT in support of its purpose of funding and financing the planning and construction of affordable housing and housing for the homeless;

WHEREAS, SGVRHT will be responsible for preparing an annual audit and annual financial report to describe the funds received by SGVRHT, the use of said funds, and how they have furthered the purpose of SGVRHT;

WHEREAS, the City could decide to leave SGVRHT at the end of any fiscal year, with at least 6 months' notice to the SGVRHT Board of Directors;

WHEREAS, if the City decided to leave SGVRHT and a project was currently being funded in its jurisdiction, it would be responsible for an exit fee associated with the cost of SGVRHT's completion of the project. If the City were to leave and return to SGVRHT, it would be responsible for additional administrative fees upon its re-entry into SGVRHT; and

WHEREAS, the City Council now wishes to join the SGVRHT by approving of the SGVRHT JPA Agreement and authorizing the execution of the same.

NOW, THEREFORE, BY THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The information set forth in the recital paragraphs of this Resolution is true and correct.

SECTION 2. The City Council hereby approves Agreement to authorize the City's participation as a member of the SGVRHT.

SECTION 3. The City Manager is authorized to execute Agreement, and any amendments thereto, on behalf of the City, upon consultation with the City Attorney, as may be required by the SGVRHTF.

SECTION 4. This Resolution shall take effect upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at the regular meeting of this 21st day of April 2020.

_____
André Quintero
Mayor of the City of El Monte

ATTEST:

_____
Catherine A. Eredia
City Clerk of the City of El Monte

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

I, Catherine A. Eredia, City Clerk of the City of EL Monte, hereby certify that the foregoing Resolution No. ____ was passed and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 21st day of April 2020 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Catherine A. Eredia
City Clerk of the City of El Monte

EXHIBIT “A”
SGVRHT AGREEMENT

ATTACHMENT 2
GABRIEL VALLEY REGIONAL HOUSING TRUST
JOINT EXERCISE OF POWERS AGREEMENT

THE SAN GABRIEL VALLEY REGIONAL HOUSING TRUST JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is made this 21st day of April 2020 (the "Effective Date"), by and between the City of El Monte and various eligible public agencies listed in Attachment 1 attached hereto (hereafter, individually, a “Party” and collectively, the "Parties").

RECITALS

A. The Parties are authorized to take such actions that promote the public health, safety and welfare of residents.

B. The Parties acknowledge that a shortage of affordable housing exists as a result of various causes.

C. The Parties are committed to providing additional housing opportunities and reducing homelessness in a coordinated and comprehensive manner.

D. The Parties acknowledge that an adequate supply of housing will provide social and economic benefits to residents and taxpayers of each Party.

E. Each Party has the individual power to fund the planning and construction of affordable housing projects within its jurisdictional boundaries and to carry out all of the purposes of this Agreement.

F. The Parties find it in their mutual interest to enter into this Agreement to provide a coordinated response to addressing shortages in workforce housing, affordable housing, and supportive housing in the San Gabriel Valley.

G. California Government Code section 6500 et seq. ("Joint Exercise of Powers Act" or "Act") permits two or more public agencies to create a joint powers authority for the purposes cited herein, and permits such agencies to exercise jointly any power that the public agencies could exercise separately.

H. California Government Code section 6539.6 authorizes the County of Los Angeles and any of the cities within the jurisdiction of the San Gabriel Valley Council of Governments to create a joint powers agency known as the San Gabriel Valley Regional Housing Trust ("SGVRHT"), which may do any of the following:

1. fund the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing;
2. receive public and private financing and funds; and
3. authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by SGVRHT.

I. The Parties are establishing the SGVRHT to promote public-private partnerships, nonprofit collaborations, and community building to maximize sources of public and private funds, when available, to efficiently accelerate housing for homeless, low, very low and extremely low-income individuals and families.

J. This Agreement shall not in any way be interpreted to limit any Party's authority over land-use decisions within their respective jurisdictions, including, but not limited to, whether any project or program supported by SGVRHT is to be implemented within such Party's jurisdiction.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

Section 1. Creation and Purpose.

a) Creation of SGVRHT. Pursuant to the Joint Exercise of Powers Act, including Section 6539.6 of the Government Code, there is hereby created a public entity to be known as the "San Gabriel Valley Regional Housing Trust." SGVRHT shall be a public entity separate and apart from the Parties, and shall administer this Agreement.

b) Purpose. This Agreement is made pursuant to the Joint Exercise of Powers Act for the purpose of creating SGVRHT as a public entity separate from the Parties to: (i) exercise common powers with respect to providing funding for the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing; and (ii) receive public and private financing and funds. The purpose of this Agreement shall be accomplished and common powers exercised in the manner set forth in the Agreement. Nothing contained in this Agreement shall preclude any Party from establishing, maintaining or providing social programs or services to its respective residents as it deems proper and necessary.

Section 2. Term and Termination.

a) Term. This Agreement shall become effective, and SGVRHT shall come into existence, on the Effective Date, which date shall be the date upon which this Agreement has been approved by four eligible members, and this Agreement shall thereafter continue in full force and effect until terminated pursuant to subdivision (b) of this section.

b) Termination. This Agreement may be terminated by agreement of a majority of the Parties, but shall remain in full force and effect until all bonds or SGVRHT liabilities have been paid. Upon such liabilities being paid, the assets of SGVRHT shall be distributed to the Parties in proportion to the contributions of each Party to SGVRHT and the amounts paid by, each Party in connection with SGVRHT's activities.

Section 3. Powers and Duties of SGVRHT.

a) General Powers. SGVRHT shall have all the powers common to the Parties to this Agreement necessary or convenient, specified or implied, to accomplish the purpose of this Agreement as set forth in Section 1, subject to the restrictions set forth in Section 3, subdivision (c) below. Said powers shall be exercised in the manner provided in the Joint Exercise of Powers Act, including without

limitation all powers set forth in Government Code section 6539.6, and, except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the City of West Covina, a general city.

b) Specific Powers. Without limiting the generality of the powers conferred in subdivision (a) of this Section 3, SGVRHT is hereby authorized, in its own name, to do all of the acts necessary or convenient to the accomplishment of the purposes of this Agreement and the full exercise of the powers conferred in subdivision (a) of this Section 3, including but not limited to the following:

1. to make and enter into contracts;
2. to contract for staff assistance, including, but not limited to, contracting with other public agencies;
3. to sue and be sued in its own name;
4. to apply for, accept, receive and disburse grants, loans and other aids from any Federal, State or local program that is related to the purposes of this Agreement;
5. to invest any money in the treasury pursuant to Section 6505.5 of the Joint Exercise of Powers Act that is not required for the immediate necessities of SGVRHT, as SGVRHT determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code;
6. to apply for letters of credit or other forms of financial guarantees in order to enter into agreements in connection therewith;
7. to incur and discharge debts, liabilities, and obligations, subject to the limitations provided in this Agreement and to the extent permitted under the law;
8. to issue and receive loans;
9. to engage the services of private consultants to render professional, financial and technical assistance and advice in carrying out the purposes of this Agreement;
10. to employ and compensate legal counsel, including bond counsel, determined appropriate by SGVRHT in the accomplishment of the

purposes of this Agreement;

11. to contract for engineering, construction, architectural, accounting, environmental, land use, or other services determined necessary or convenient by SGVRHT in connection with the accomplishment of the purposes of this Agreement;
12. for the purposes of enforcing affordable housing covenants or holding security interests for loans, to take title to, and transfer, sell by installment sale or otherwise, lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which SGVRHT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
13. for the purposes of renting space for SGVRHT to operate, to lease to, and to lease from, a Party or any other person or entity lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which SGVRHT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
14. to solicit charitable contributions from private sources;
15. to acquire, hold, or dispose of property, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities;
16. to partner with Parties on funding solicitations and other opportunities for the purposes set forth in this Agreement, including but not limited to jointly exercising powers with a Party pursuant to the Joint Exercise of Powers Act;
17. to the extent not herein specifically provided for, to exercise any powers in the manner and according to methods provided under the laws applicable to the SGVRHT; and
18. to carry out and enforce all the provisions of this Agreement in compliance with the Joint Exercise of Powers Act.

c) Limitation on Powers. This Agreement does not authorize SGVRHT do any of

the following:

1. regulate land use within the jurisdiction of any of the Parties;
2. levy, or advocate or incentivize the levying of, any land use exaction such as an impact fee, charge, dedication, reservation or tax assessment, as a condition of approving the funding for or approval of, a development project;
3. require inclusionary zoning requirements;
4. fund or otherwise approve an agreement for a housing project that is not supported by the Party within whose jurisdiction the project is proposed to be located; or
5. require the Parties to this Agreement to accept or provide any specific number of housing units as a prerequisite to joining or remaining a Party to this Agreement.

Section 4. Members/Affiliates.

a) Members. The members of SGVRHT shall be the Parties to this Agreement who have not withdrawn from SGVRHT, and such other entities that may join SGVRHT after execution of this Agreement. New members may join on the terms and conditions set forth in Section 10 hereof. Only the County of Los Angeles and cities within the jurisdiction of the San Gabriel Valley Council of Governments may become members of SGVRHT.

b) Affiliates. Entities that are eligible to be a party to this Agreement may join the SGVRHT as an affiliate. Entities that join as an affiliate are not eligible to have a member of their governing board serve on the Board of Directors or receive funding for a project within their jurisdiction until such time, if ever, they become of a Party of SGVRHT. An eligible entity may become an affiliate through written notice from the executive officer of the entity, but shall not be a Party to this Agreement.

Section 5. Board of Directors.

a) Selection of Directors. The membership of the Board of Directors of SGVRHT shall be governed by Government Code section 6539.6 and as it may

be amended. As currently provided therein, SGVRHT shall be governed by a Board of Directors selected by the San Gabriel Valley Council of Governments Governing Board ("SGVCOG Board") consisting of nine Directors selected as follows:

1. Seven Directors who are members of the SGVCOG Board that either represent: (i) a County of Los Angeles board of supervisor district that is located wholly or partially within the territory of the San Gabriel Valley Council of Governments, provided the County of Los Angeles is a Party to this Agreement; or (ii) a city that is a Party to this Agreement.
2. Two Directors that are experts in homeless or housing policy.
3. Alternates for each Director position may be established by the Board of Directors under bylaws adopted by the Board of Directors; provided that such alternates meet the requirements established in Government Code section 6539.6 and as it may be amended.

b) Board Powers. Subject to the limitations of this Agreement and the laws of the State of California, the powers of SGVRHT shall be vested in and exercised by and its property controlled and its affairs conducted by the Board of Directors.

c) Director Terms. At its first regular meeting following the Effective Date or at such other time as it determines, the SGVCOG Board shall select the Directors for the SGVRHT Board of Directors. Each Director shall serve a term of two years. At a regular SGVCOG Board meeting preceding the end of the Directors' terms by at least 15 days, the SGVCOG Board shall select new Directors or re-select current Directors for the new terms of office. There is no limit on the number of terms a Director may serve. In the event of a vacancy on the Board of Directors, the SGVCOG Board shall appoint a replacement within 60 days of such vacancy who shall serve out the remainder of term of the Director that he or she has replaced.

d) Advisory Board. The Board of Directors may appoint advisory boards that may include such persons as designated by the Board of Directors. The Board of Directors shall adopt bylaws that govern the appointment of advisory boards

should it determine in its discretion to appoint such advisory boards.

e) Compensation. Directors shall serve without compensation but may be reimbursed for any expenses actually incurred in connection with serving as a Director; provided such expenses have been previously approved by the Board of Directors and incurred in accordance with any SGVRHT policies or procedures governing same.

f) Meetings of the Board of Directors.

1. Call, Notice and Conduct of Meetings. All meetings of the Board of Directors, including without limitation, regular, adjourned regular, special meetings and adjourned special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code sections 54950 *et seq.*

2. Regular Meetings. Regular meetings of the Board of Directors shall be held at such dates and times as the Board of Directors may fix by resolution; a copy of such resolution shall be furnished to each Party hereto. If any day so fixed for a regular meeting shall fall upon a legal holiday, then such regular meeting shall be held on the next succeeding business day at the same hour, unless otherwise determined by the Board of Directors. No notice of any regular meeting of the Board of Directors need be given to the individual Directors.

3. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the Chairperson of the Board or by a majority of the Directors. Notices of all special meetings shall be provided to all Parties.

4. Quorum. A quorum is established if at least five (5) Directors are present at a meeting, except that less than a quorum may adjourn a meeting to another time and place or constitute a “committee of the whole” for purposes of hearing reports or other matters not requiring action by the

Board of Directors. Unless otherwise provided in this Agreement, actions and decisions of the Board of Directors may be taken by a majority of the quorum present at any meeting.

5. Minutes. The Board of Directors shall cause minutes of all regular, adjourned regular, and special meetings to be kept and present same for approval by the Board of Directors.

6. Officers. The Board of Directors shall elect a chairperson and a vice chairperson from among its Directors at the first meeting held in each calendar year. In the event that the chairperson or vice chairperson so elected ceases to be a Director, the resulting vacancy shall be filled at the next regular meeting of the Board of Directors held after such vacancy occurs or at a special meeting called for that purpose. In the absence or inability of the chairperson to act, the vice chairperson shall act as chairperson. The chairperson, or in the chairperson's absence, the vice chairperson, shall preside at and conduct all Board of Director meetings.

7. Rules and Regulations. The Board of Directors may adopt, from time to time, by resolution, such rules, regulations and bylaws for the conduct of its meetings and affairs as the Board determines is necessary or convenient.

Section 6. Additional Officers and Employees

a) Officers and Contract Staff.

1. SGVRHT may contract for officers and staff with a Party to this Agreement, the San Gabriel Valley Council of Governments or other independent contractors, agents, or volunteers as the Board of Directors may deem necessary to carry out any of SGVRHT's powers, upon such terms and conditions as the Board may require, including the retaining of professional and technical assistance, provided that adequate funds are available in SGVRHT's budget and are appropriated by SGVRHT

therefore.

2. None of the officers, agents or staff, if any, directly contracted by SGVRHT shall be deemed, by reason of their roles or duties or contracted status, to be employed by any Party.
3. If SGVRHT contracts with a Party to this Agreement to provide SGVRHT with administrative services through persons who are employees and/or officers of the Party, then any retirement liabilities associated with that Party's employees and/or officers shall not constitute a liability of SGVRHT or any other Party to this Agreement.
4. All privileges and immunities from liability, exemptions from laws, ordinances and rules, and benefits that apply to officers, agents or employees of a member Party shall apply to the same extent when performing duties for SGVRHT.

b) Treasurer and Auditor/Controller. Pursuant to Government Code Sections 6505.5 and 6505.6, the Board of Directors shall appoint an officer or employee of SGVRHT, the treasurer of a Party to this Agreement or a certified public accountant to hold the offices of treasurer and auditor for SGVRHT. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for SGVRHT required by Sections 6505, 6505.5 and 6505.6 of the Government Code, including any amendments thereto. Pursuant to Government Code Section 6505.1, the auditor and treasurer shall have charge of certain property of SGVRHT. The treasurer and auditor shall ensure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of SGVRHT. The treasurer and auditor of SGVRHT shall be required to file an official bond as required by Government Code section 6505.1 with the Board of Directors in an amount, which shall be established by the Board. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be an appropriate expense of SGVRHT.

c) Attorney. The Board of Directors shall have the power to appoint one or more

legal advisors to SGVRHT who shall perform such duties as may be prescribed by the Board.

Section 7. Financial Provisions

a) Fiscal Year. The Fiscal Year of SGVRHT shall, unless and until changed by the Board of Directors, commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year except that the initial Fiscal Year of SGVRHT shall commence on the effective date of this Agreement and end on the immediately following 30th day of June.

b) Budget.

1. General Budget. Within one hundred and twenty days (120) after the first meeting of the Board of Directors, a general budget for the first fiscal year shall be adopted by the vote of a majority of the membership of the Board of Directors.
2. Expenditures for the Approved Budget. The payment of all SGVRHT obligations is limited to the amount of appropriations allowed in SGVRHT's approved budget, except as it may be revised with the approval of a majority of all of the Directors of the Board of Directors.

c) Contributions by the Parties.

1. Administrative Cost Contributions. The Parties agree that they shall make annual contributions ("Administrative Fee") towards the budgeted administrative costs of SGVRHT in accordance with a cost allocation formula as outlined below:

Population	Annual Administrative Fee
Up to 30,000	$10,000
30,001 – 60,000	$15,000
60,001 – 100,000	$20,000
100,001 – 175,000	$25,000
County (per district)	$25,000

Affiliate Membership

Population	Annual Administrative Fee
Up to 30,000	$2,000
30,001 – 60,000	$3,000
60,001 – 100,000	$4,000
100,001 – 175,000	$5,000

The Administrative Fee and Affiliate Fee (collectively, "Fees") shall be assessed annually. After the first fiscal year, the Fees shall increase annually in an amount equal to the U.S. Bureau of Labor Statistics consumer price index for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the year the Fees are assessed. Payment of the Fees shall be due within 30 days of receipt of an invoice from the SGVRHT. The invoice shall indicate how the Fees were calculated. A Party's contribution to SGVRHT's administrative costs shall be in the form of money, unless the Board of Directors approves another form of contribution such as services, personal property or use of real or personal property, or other in- kind contributions. The acceptance and valuation of any such non-monetary contributions may be used to offset in whole or part a Party's contribution as determined in the sole and absolute discretion of the Board of Directors. If a Party has received funding through the County Measure H Program and allocates that funding to support the start-up and operations of the SGVRHT, the funding will be credited towards the Party's first year Administrative Fee only. Notwithstanding the above, after the first fiscal year the Board of Directors may establish Fees in an amount the Board of Directors deems financially prudent; provided it shall roughly be proportional as to each Party in the amounts reflected in the table above.

2. Program Cost Contributions. In addition to a Party's annual Administrative Fee set forth above, the level of, and mechanism for involvement by SGVRHT or a Party to any particular programs and program budget, funded, sponsored or operated by SGVRHT, shall be determined and approved by the Board of Directors.

d) Accounts and Reports.

1. Books and Records. There shall be strict accountability of all SGVRHT funds and accounts and report of all SGVRHT receipts and disbursements. Without limiting the generality of the foregoing, SGVRHT shall establish and maintain such funds and accounts as may be required by good government accounting practice. The books and records of SGVRHT shall be open to inspection at all reasonable times by each Party and its duly authorized representatives.

2. Annual Audit. The person appointed by the Board of Directors to perform the auditor function for SGVRHT shall cause an annual independent audit of the accounts and records of SGVRHT and records to be made by a certified public accountant or firm of certified public accountants in accordance with Government Code section 6505. Such audits shall be delivered to each Party and shall be made available to the public.

3. Annual Financial Report. Pursuant to section 6539.6 of the Government Code, SGVRHT shall publish an Annual Financial Report that shall describe the funds received by SGVRHT and the use of such funds by SGVRHT. The Annual Financial Report shall describe how the funds received by SGVRHT have furthered the purpose of SGVRHT.

e) Funds. Subject to the applicable provisions of any instrument or agreement which SGVRHT may enter into, which may provide for a trustee or other fiscal agent to receive, have custody of and disburse SGVRHT funds, the person appointed by the Board of Directors to perform the treasurer function for SGVRHT shall receive, have the custody of and disburse SGVRHT funds in accordance with generally accepted accounting practices, shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

Section 8. Amendments.

Unless otherwise specifically provided herein, this Agreement may not be amended or

modified except by writing and with approval of two-thirds of the governing bodies of all the Parties and no other amendment or modification shall be of any force and effect unless approved in accordance with this Agreement.

Section 9. Non-Liability for Obligations of SGVRHT.

The debts, liabilities and obligations of SGVRHT shall not be considered the debts, liabilities or obligations of any Party or its respective officers, agents, employees, representatives or volunteers.

a) Indemnification. The SGVRHT shall defend, indemnify and hold harmless each Party, its officers, agents, employees, representatives and volunteers (the "Indemnitees") from and against any loss, injury, claim, lawsuit, liability, expense, or damages of any kind or nature (collectively, "Claims") brought by a third party which arises out of or in connection with SGVRHT's administration of this Agreement, including such third party claims arising out of or in connection with any Indemnitees acting within their authorized capacity as an officer, agent, employee, representative or volunteer of SGVRHT. The SGVRHT's duty to defend and indemnify under this Section shall not extend to Claims otherwise arising out of the Indemnitees' own active negligence, omissions or willful misconduct, whether in whole or part. The SGVRHT shall finance its obligation pursuant to this Subsection by establishing a liability reserve fund, and/or by purchasing commercial insurance, and/or by joining a joint powers insurance authority (JPIA) as determined by the Board. In the event the SGVRHT's financial obligations to indemnify, defend and hold harmless, pursuant to this Subsection, exceed the liability reserve fund and/or the proceeds from any applicable insurance and/or JPIA coverage maintained by the SGVRHT (hereinafter "Unfunded Liability"), a Party or Parties may meet and confer with SGVHRT in good faith to negotiate alternative means or mechanisms by which SGVHRT may fund such Unfunded Liability; however, in no event shall the event of an Unfunded Liability relieve, limit or waive SGVHRT's obligations of indemnity or defense to each Party as first set forth above in this Section. Nothing herein shall obligate any Party to indemnify or hold harmless SGVRHT for any Unfunded Liability.

b) Assignment. Each Party shall assign to the SGVRHT its rights, title, and interest to recover damages from any third party for Claims arising out of this Agreement, to the extent that the SGVRHT has met its obligations to defend and indemnify such Party pursuant to this Section.

c) Survival. SGVRHT's duty to defend, indemnify and hold harmless shall survive and continue in full force and effect after withdrawal of any Party from this Agreement, including as to the withdrawing Party, or termination of this Agreement for any reason with respect to any Claims that occurred before the date of such withdrawal or termination.

Section 10. Admission and Withdrawal of Parties.

a) Admission of New Parties. It is recognized that additional eligible entities other than the Parties, may wish to join SGVRHT after the Effective Date. Such eligible entities may become a Party to this Agreement upon such terms and conditions as are established by this Agreement and the Board of Directors. As a condition precedent to becoming a Party more than six months after the Effective Date, an eligible entity may thereafter become a Party to this Agreement; provided that (1) this Agreement is adopted by its governing body and (2) the eligible entity pays, a late joining fee. The late joining fee shall be calculated by totaling the annual affiliate fee the eligible entity would have paid under this Agreement had it been an affiliate in all years prior to becoming a Party, minus any affiliate fees it actually paid during those years. Notwithstanding the foregoing, an eligible entity's late joining fee shall not exceed two times the amount of the applicable annual administrative fee existing at the time it becomes a Party. Payment shall be due within 30 days of receipt of an invoice from SGVRHT.

b) Withdrawal from SGVRHT. A Party may withdraw from SGVRHT upon its governing board's adoption of a resolution stating its intent withdraw from SGVRHT. The withdrawal of any Party, unless otherwise provided by the Board of Directors, shall be conditioned as follows:

1. The withdrawal shall be effective at the end of the SGVRHT fiscal year

which is at least six months after the receipt by SGVRHT of a written notice of the Party's intent to withdraw, accompanied by a copy of the governing board resolution stating its intent to withdraw; and

2. Unless otherwise provided by a unanimous vote of the Board of Directors, withdrawal shall result in the forfeiture of the withdrawing Party's rights and claims relating to distribution of property and funds upon termination of SGVRHT as set forth in Section 2 above. Withdrawn members shall not be entitled to any reimbursement of Administrative Fees.

Section 11. Notices.

Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid, to the persons and entities listed at the addresses set forth in the attached Exhibit "A" or to such other address as may be designated to SGVRHT for formal notice.

Section 12. Miscellaneous.

a) Section Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing or in any manner affecting the scope, meaning or intent of the provisions or language of this Agreement.
b) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement.
c) Laws Governing. This Agreement is made in the State of California under the Constitution and laws of such State and shall be construed and enforced in accordance with the laws of California.
d) Severability. Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstance, be held to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, it shall be deemed severable, and the remainder of this Agreement or the application thereof to other persons or circumstances shall continue to constitute the agreement the Parties intended to enter into in

the first instance.

e) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Parties hereto. No party may assign any right or obligation hereunder without the written consent of a majority of the other Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed and attested by their duly authorized officers, as follows:

PARTY: **CITY OF EL MONTE**

_____
Alma K. Martinez, City Manager
(Execution authorized pursuant to El Monte City Council Resolution No._____)

APPROVED AS TO FORM:

_____
Office of the City Attorney

City of El Monte
City Hall – West
c/o Betty Donavanik
11333 Valley Boulevard
El Monte, California 91731
bdonavanik@elmonteca.gov

ATTACHMENT 1

NOTICE TO SGVRHT PARTIES

City of Arcadia 240 W. Huntington Drive Arcadia, CA 91007 City of Alhambra 111 S. First Street Alhambra, CA 91801 City of Baldwin Park 14403 Pacific Avenue Baldwin Park, CA 91706 City of Claremont 207 Harvard Avenue Claremont, CA 91711 City of Covina 125 E. College Avenue Covina, CA 91723 City of Diamond Bar 21810 Copley Drive Diamond Bar, CA 91765	City of Duarte 1600 Huntington Drive Duarte, CA 91010 City of Glendora 116 E. Foothill Boulevard Glendora, CA 91741 City of La Verne 3660 D Street La Verne, CA 91750 City of Monrovia 415 S. Ivy Avenue Monrovia, CA 91016 City of Pomona 505 S. Garey Avenue Pomona, CA 91766 City of South El Monte 1415 S. Santa Anita Avenue South El Monte, CA 91733 City of El Monte 11333 Valley Boulevard El Monte, CA 91731

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF APRIL 21, 2020

April 13, 2020

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL OF RESOLUTION APPROVING THE 2020 GRANT OF STORM DRAIN EASEMENT AND AGREEMENT BETWEEN THE CITY OF EL MONTE AND GLC EL MONTE, LLC (GOODMAN) RELATED TO THE INDUSTRIAL USE AT 10150 LOWER AZUSA ROAD, EL MONTE, CALIFORNIA AND THE CITY'S OPERATION OF A PUBLIC STORM DRAIN PIPELINE THEREUPON

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt the proposed Resolution (ATTACHMENT 1) approving the 2020 Grant of Storm Drain Easement and Agreement; and
2. Authorize the City Manager to execute the 2020 Grant of Storm Drain Easement and Agreement.

BACKGROUND

On July 19, 2018, the City Council of the City of El Monte (the "City Council" of the "City") approved and affirmed various entitlements through Resolution No. 9893 for the construction of two buildings by GLC El Monte, LLC ("Goodman") for industrial/logistics use (the "Project") at 10150 Lower Azusa Road (the "Property").

As required by Resolution No. 9893, Goodman has constructed a new public storm drain pipeline on the Property. Such Resolution also requires Goodman to grant an easement in favor of the City to allow access to a specified easement area for the City's operation, use, improvement, and maintenance of the public storm drain pipeline.

DISCUSSION

The proposed Resolution (ATTACHMENT 1) would approve the 2020 Grant of Public Storm Drain Easement and Agreement (the "Agreement") attached thereto as Exhibit "A." The Agreement would fulfill Condition 91 in Section 3 of Resolution No. 9893 by establishing the required easement specified in the section above.

The Agreement would specifically provide the following:

- The City's right of ingress and egress to operate, use, improve, and maintain the public storm drain pipeline in the easement area;
- The City's right to store tools, implements, and materials in furtherance of such public storm drain purposes;
- City prior approval of Goodman's installation of additional underground utilities that do not interfere with the public storm drain pipeline;
- Goodman's vehicle ingress, egress, and other activities so long as they do not overload or damage the easement area;
- City prior approval of additional Goodman connections to the City public storm drain pipeline; and
- Carryover of the easement's requirements to Goodman's successors and assigns.

FISCAL IMPACT/FINANCING

Adoption of the proposed Resolution (ATTACHMENT 1) would not have a significant impact on the City's General Fund. Goodman would be responsible for payment for damage that it may cause to the storm drain pipeline.

CONCLUSION

It is recommended that the City Council adopt the proposed Resolution (ATTACHMENT 1) and authorize the City Manager's execution of the Agreement.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BRADEN YU, P.E.
Public Works and Utilities Director

Attachment:

- Proposed Resolution with 2020 Grant of Storm Drain Easement and Agreement

.

DATE: April 21, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA APPROVING THE 2020 GRANT OF STORM DRAIN EASEMENT AND AGREEMENT BETWEEN THE CITY OF EL MONTE AND GLC EL MONTE, LLC (GOODMAN) RELATED TO THE INDUSTRIAL USE AT 10150 LOWER AZUSA ROAD, EL MONTE, CALIFORNIA AND THE CITY'S OPERATION OF A PUBLIC STORM DRAIN PIPELINE THEREUPON

WHEREAS, on July 19, 2018, the City Council of the City of El Monte (the "City Council" of the "City") approved and affirmed various entitlements through Resolution No. 9893 for the construction of two buildings by GLC El Monte, LLC ("Developer") for industrial/logistics use (the "Project") at 10150 Lower Azusa Road (the "Property").

WHEREAS, as required by Resolution No. 9893, Goodman has construct a new public storm drain pipeline on the Property;

WHEREAS, such Resolution also requires Goodman to grant an easement in favor of the City to allow access to a specified easement area for the City's operation, use, improvement, and maintenance of the public storm drain pipeline within the segment of Los Angeles County Assessor Parcel Nos. 8577-007-021, 8577-007-022 and 8577-007-023;

WHEREAS, the Developer and City seek to Condition 91 in Section 3 of Resolution No. 9893 by entering into the 2020 Grant of Public Storm Drain Easement and Agreement (the "Agreement") is attached hereto as **Exhibit "A"**;

WHEREAS, City staff has reviewed the Grant of Easement and determined that the proposed Grant of Easement complies with the City's General Plan, Chapter 16.34 of the El Monte Municipal Code and Section 55476 of the California Subdivision Map Act; and

WHEREAS, pursuant to California Environmental Quality Act ("CEQA") and Section 15061(b)(3) of the State CEQA Guidelines, CEQA applies only to projects which have the potential for causing a significant effect on the environment, and since City Staff has determined that the actions contemplated in the Agreement will have no possible significant effects on the environment.

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

SECTION 1. Incorporation of Recitals. The City Council hereby finds and determines that the recitals above are true and correct and hereby incorporates them into this Resolution as though fully set forth herein.

SECTION 2. CEQA Compliance. The City Council hereby finds and determines that it can be seen with certainty that there is no possibility that the actions contemplated in the Agreement will have a significant effect on the environment,

because acceptance of the easement will not in and of itself cause any change in the environment. Therefore, pursuant to 14 CCR § 15061(b)(3), no further action is required under CEQA.

SECTION 3. Approval of Agreement. The City Council hereby approves the Agreement, which is attached and incorporated hereto as **Exhibit "A."**

SECTION 4. City Manager Execution of Agreement. The City Manager is hereby authorized to execute the Agreement in addition to any necessary amendments to the Agreement and any associated documents necessary to effectuate the Agreement upon consultation with by the City Attorney.

SECTION 5. Recordation of Acceptance. Upon City Manager's execution of the Agreement, the City Council directs the City Clerk to cause recordation of the Agreement and any such other documents and instruments as may be necessary with the Los Angeles County Registrar-Recorder/County Clerk.

SECTION 6. Direction to City Engineer. The City Engineer shall create and maintain an appropriate record of the Public Works Department of the Agreement.

SECTION 7. Direction to City Finance Director. The City Finance Director shall appropriately identify and describe and enroll the Agreement on the City's inventory of "Fixed Assets."

SECTION 8. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at the regular meeting of this 21st day of April 2020.

_____
André Quintero
Mayor of the City of El Monte

ATTEST:

_____
Catherine A. Eredia
City Clerk of the City of El Monte

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

I, Catherine A. Eredia, City Clerk of the City of EL Monte, hereby certify that the foregoing Resolution No. ____ was passed and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 21st day of April 2020 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Catherine A. Eredia
City Clerk of the City of El Monte

EXHIBIT “A”
2020 GRANT OF PUBLIC STORM DRAIN EASEMENT AND AGREEMENT

EXHIBIT 'A'
LEGAL DESCRIPTION – LOT LINE ADJUSTMENT

BEING A LOT LINE ADJUSMENT OF PARCELS 1, 2 AND 3 OF PARCEL MAP No. 319, IN THE CITY OF EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 85, PAGE 15 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 'A'

BEING A PORTION OF PARCEL 1 OF SAID PARCEL MAP No. 319, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF PARCEL 1 OF SAID PARCEL MAP No. 319, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY OF LOWER AZUSA ROAD, HAVING A SOUTHERLY HALF WIDTH OF 40.00 FEET;

THENCE ALONG THE GENERAL SOUTHEASTERLY BOUNDARY OF PARCEL 1 THE FOLLOWING NINE (9) COURSES AND DISTANCES:

(1) THENCE S03°58'24"E, A DISTANCE OF 638.97 FEET;

(2) THENCE S04°47'17"W, A DISTANCE OF 256.08 FEET;

(3) THENCE S14°18'24"W, A DISTANCE OF 23.48 FEET;

(4) THENCE N73°58'14"W, A DISTANCE OF 65.15 FEET;

(5) THENCE S12°55'06"W, A DISTANCE OF 390.96 FEET;

(6) THENCE S88°03'19"W, A DISTANCE OF 39.07 FEET;

(7) THENCE S22°00'11"W, A DISTANCE OF 275.39 FEET;

(8) THENCE N67°59'49"W, A DISTANCE OF 11.71 FEET;

(9) THENCE S21°15'40"W, A DISTANCE OF 0.56 FEET;

THENCE LEAVING THE GENERAL SOUTHEASTERLY BOUNDARY OF SAID PARCEL 1, N71°54'55"W, A DISTANCE OF 750.01 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 1, SAID POINT ALSO BEING ON THE SOUTHEASTERLY RIGHT OF WAY OF SHIRLEY AVENUE, HAVING A SOUTHEASTERLY HALF WIDTH OF 20.00 FEET;

THENCE ALONG SAID NORTHWESTERLY LINE, N18°00'28"E, A DISTANCE OF 1220.18 FEET TO THE NORTHWESTERLY CORNER OF PARCEL 1, SAID POINT ALSO BEING ON SAID SOUTHERLY RIGHT OF WAY OF LOWER AZUSA ROAD; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 1, N80°01'41"E, A DISTANCE OF 690.93 FEET TO ***THE POINT OF BEGINNING***.

CONTAINING 25.76 ACRES, MORE OR LESS.

PARCEL 'B'

BEING A PORTION OF PARCEL 1 OF SAID PARCEL MAP No. 319, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF PARCEL 1 OF SAID PARCEL MAP No. 319, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY OF LOWER AZUSA ROAD, HAVING A SOUTHERLY HALF WIDTH OF 40.00 FEET;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 1, S80°01'41"W, A DISTANCE OF 690.93 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 1, SAID POINT ALSO BEING ON THE SOUTHEASTERLY RIGHT OF WAY OF SHIRLEY AVENUE, HAVING A SOUTHEASTERLY HALF WIDTH OF 20.00 FEET;

THENCE ALONG SAID NORTHWESTERLY LINE, S18°00'28"W, A DISTANCE OF 1220.18 FEET TO ***THE TRUE POINT OF BEGINNING***;

THENCE LEAVING SAID NORTHWESTERLY LINE, S71°54'55"E, A DISTANCE OF 750.01 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL 1;

THENCE ALONG SAID SOUTHEASTERLY LINE, S21°15'40"W, A DISTANCE OF 40.06 FEET;

THENCE LEAVING SAID SOUTHEASTERLY LINE, N71°54'55"W, A DISTANCE OF 747.74 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 1, SAID POINT ALSO BEING ON THE SOUTHEASTERLY RIGHT OF WAY OF SHIRLEY AVENUE;

THENCE ALONG SAID NORTHWESTERLY LINE, N18°00'28"E, A DISTANCE OF 40.00 FEET TO ***THE TRUE POINT OF BEGINNING***.

CONTAINING 0.69 ACRES, MORE OR LESS.

PARCEL 'C'

BEING PARCELS 2 AND 3 OF PARCEL MAP No. 319, TOGETHER WITH A PORTION OF PARCEL 1 OF SAID PARCEL MAP, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF PARCEL 1 OF SAID PARCEL MAP No. 319, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY OF LOWER AZUSA ROAD, HAVING A SOUTHERLY HALF WIDTH OF 40.00 FEET;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 1, S80°01'41"W, A DISTANCE OF 690.93 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 1, SAID POINT ALSO BEING ON THE SOUTHEASTERLY RIGHT OF WAY OF SHIRLEY AVENUE, HAVING A SOUTHEASTERLY HALF WIDTH OF 20.00 FEET;

THENCE ALONG SAID NORTHWESTERLY LINE, S18°00'28"W, A DISTANCE OF 1220.18 FEET TO A POINT; THENCE CONTINUING ALONG LAST SAID LINE AND BEARING, S18°00'28"W, A DISTANCE OF 40.00 FEET TO ***THE TRUE POINT OF BEGINNING***;

THENCE ALONG THE GENERAL SOUTHEASTERLY AND SOUTHWESTERLY BOUNDARY OF PARCEL MAP No. 319 THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

(1) THENCE S71°54'55"E, A DISTANCE OF 747.74 FEET;

(2) THENCE S21°15'40"W, A DISTANCE OF 906.61 FEET;

(3) THENCE S09°51'20"W, A DISTANCE OF 751.42 FEET;

(4) THENCE S64°51'27"E, A DISTANCE OF 112.12 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 623.50 FEET, A RADIAL LINE TO SAID POINT BEARS N08°17'33"E;

(5) THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°57'44", AN ARC LENGTH OF 130.17 FEET;

(6) THENCE S86°21'11"W, A DISTANCE OF 54.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 472.08 FEET, A RADIAL LINE TO SAID POINT BEARS S03°36'22"E;

(7) THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°28'12", AN ARC LENGTH OF 102.74 FEET TO THE SOUTHWESTERLY LINE OF PARCEL 2 OF SAID PARCEL MAP No. 319, SAID POINT ALSO BEING ON THE NORTHEASTERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, SAID RIGHT OF WAY HAVING A NORTHEASTERLY HALF WIDTH OF 50.00 FEET;

(8) THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF PARCELS 2 AND 3, N68°27'21"W, A DISTANCE OF 641.16 FEET TO THE SOUTHWEST CORNER OF PARCEL 3 OF SAID PARCEL MAP No. 319, SAID POINT ALSO BEING ON THE SOUTHEASTERLY RIGHT OF WAY OF SHIRLEY AVENUE, HAVING A SOUTHEASTERLY HALF WIDTH OF 20.00 FEET;

THENCE ALONG THE GENERAL NORTHWESTERLY BOUNDARY OF PARCEL MAP No 319, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

(1) THENCE N18°00'28"E, A DISTANCE OF 157.20 FEET;

(2) THENCE N64°45'47"W, A DISTANCE OF 20.16 FEET TO THE CENTERLINE OF SAID SHIRLEY AVENUE;

(3) THENCE ALONG SAID CENTERLINE, N18°00'28"E, A DISTANCE OF 347.94 FEET;

(4) THENCE S71°59'32"E, A DISTANCE OF 20.00 FEET TO A LINE THAT IS PARALLEL WITH AND 20.00 FEET SOUTHEASTERLY OF THE CENTERLINE OF SAID SHIRLEY AVENUE;

(5) THENCE ALONG SAID PARALLEL LINE, N18°00'28"E, A DISTANCE OF 1198.96 FEET TO ***THE TRUE POINT OF BEGINNING***.

CONTAINING 29.42 ACRES, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HERE OF.

PREPARED BY ME OR UNDER MY DIRECTION

CARLOS UREÑA P.L.S. 8234
EXPIRES 12/31/2019

LICENSED LAND SURVEYOR
CARLOS UREÑA
Exp. 12/31/19
NO. 8234
STATE OF CALIFORNIA

EXHIBIT 'B'
LEGAL DESCRIPTION – STORM DRAIN EASEMENT

A STRIP OF LAND WITHIN PARCELS 'A', 'B' AND 'C' AS SHOWN IN THE CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT, IN THE CITY OF EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECORDED DECEMBER 3, 2018 AS INSTRUMENT No. 20181212656 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 20.00 FEET WIDE, LYING 10.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN LINE ON THE SOUTHEAST RIGHT-OF-WAY LINE OF SHIRLEY AVENUE, HAVING A SOUTHEASTERLY HALF WIDTH OF 31.50 FEET, AS SHOWN IN AN IRREVOCABLE OFFER OF DEDICATION, RECORDED AUGUST 28, 2019 AS INSTRUMENT No. 20190871784 OF OFFICIAL RECORDS IN SAID COUNTY, SHOWN AS HAVING A BEARING OF N18°00'28"E AND A LENGTH OF 1161.47 FEET; THENCE ALONG SAID RIGHT-OF-WAY LINE N18°00'28"E, A DISTANCE OF 88.50 FEET TO ***THE TRUE POINT OF BEGINNING***; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S07°23'02"E, A DISTANCE OF 147.11 TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°31'54", AN ARC LENGTH OF 50.68 FEET; THENCE TANGENT TO LAST SAID CURVE, S71°54'55"E, A DISTANCE OF 525.06 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE EASTERLY AND SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 70.69 FEET; THENCE TANGENT TO LAST SAID CURVE, S18°05'05"W, A DISTANCE OF 1649.10 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°46'06", AN ARC LENGTH OF 17.10 FEET; THENCE TANGENT TO LAST SAID CURVE, S39°51'11"W, A DISTANCE OF 33.79 FEET TO THE END OF THIS STRIP OF LAND.

THE SIDELINES OF SAID STRIP OF LAND SHALL BE SHORTENED OR LENGTHENED AT THE NORTHERLY END OF SAID EASEMENT STRIP SO AS TO TERMINATE AT SAID NORTHWESTERLY BOUNDARY OF SAID PARCEL 'A'; AND AT THE SOUTHERLY END OF SAID STRIP SO AS TO TERMINATE AT THE NORTHERLY LINE OF THE EXISTING STORM DRAIN EASEMENT, RECORDED AUGUST 3, 1967 AS DOCUMENT No. 3846 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THOSE PORTIONS WITHIN THE EXISTING STORM DRAIN EASEMENT RECORDED AUGUST 3, 1967 AS DOCUMENT No. 3846 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SAID PARCEL CONSISTS OF 1.141 ACRES, MORE OR LESS.

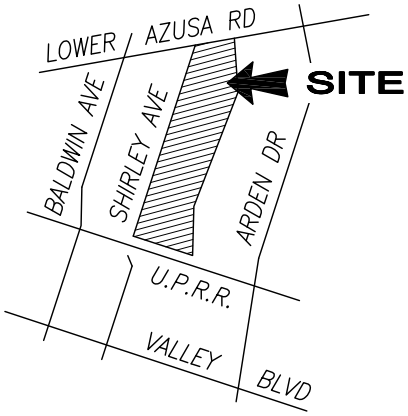
SHOWN ON EXHIBIT "B" ATTACHED
HERETO AND MADE A PART HEREOF.

CARLOS URENA P.L.S. 8234

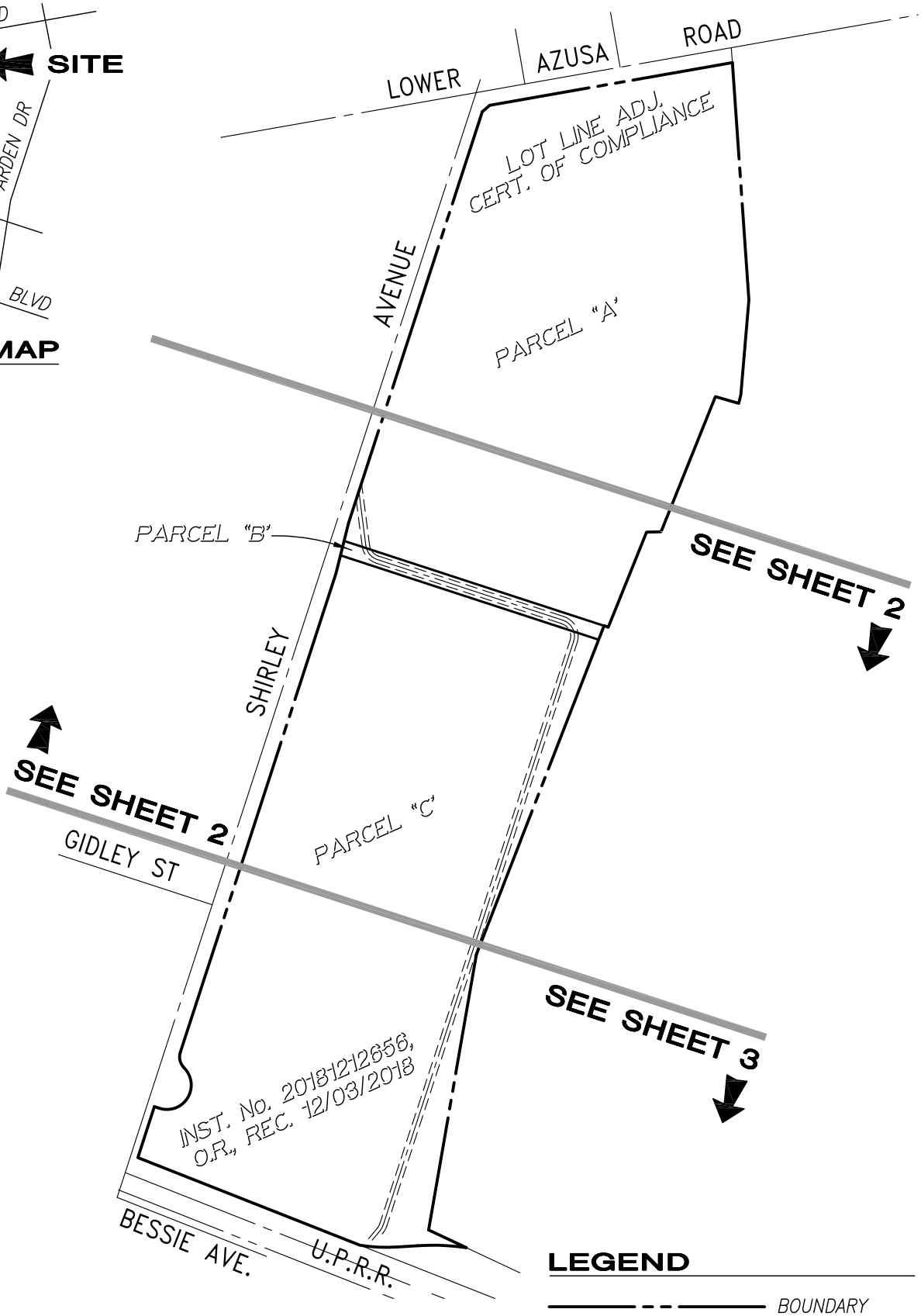
LICENSED LAND SURVEYOR
CARLOS
UREÑA
NO. 8234
STATE OF CALIFORNIA

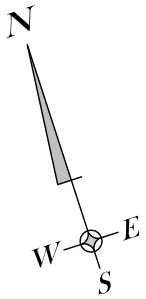
SHEET 1 of 4
SCALE: 1" = 400'

EXHIBIT 'B'
STORM DRAIN EASEMENT



VICINITY MAP
NO SCALE





FOR SURVEYOR STAMP & SIGNATURE
HEREON SEE SHEET 4 OF 4

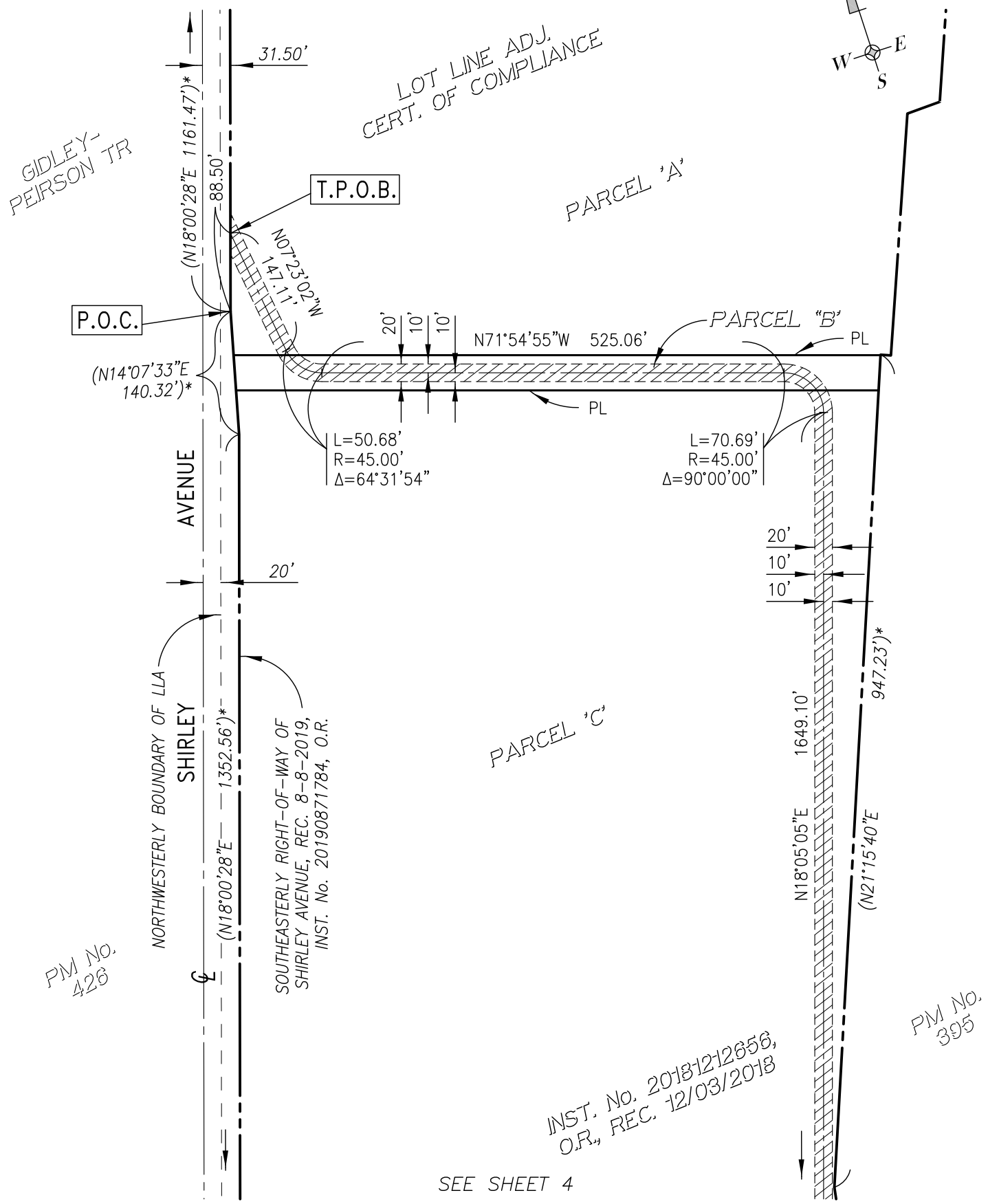
LEGEND

- BOUNDARY
- CENTERLINE
- EASEMENT LINE

SHEET 2 of 4
SCALE: 1" = 150'

EXHIBIT 'B'
STORM DRAIN EASEMENT

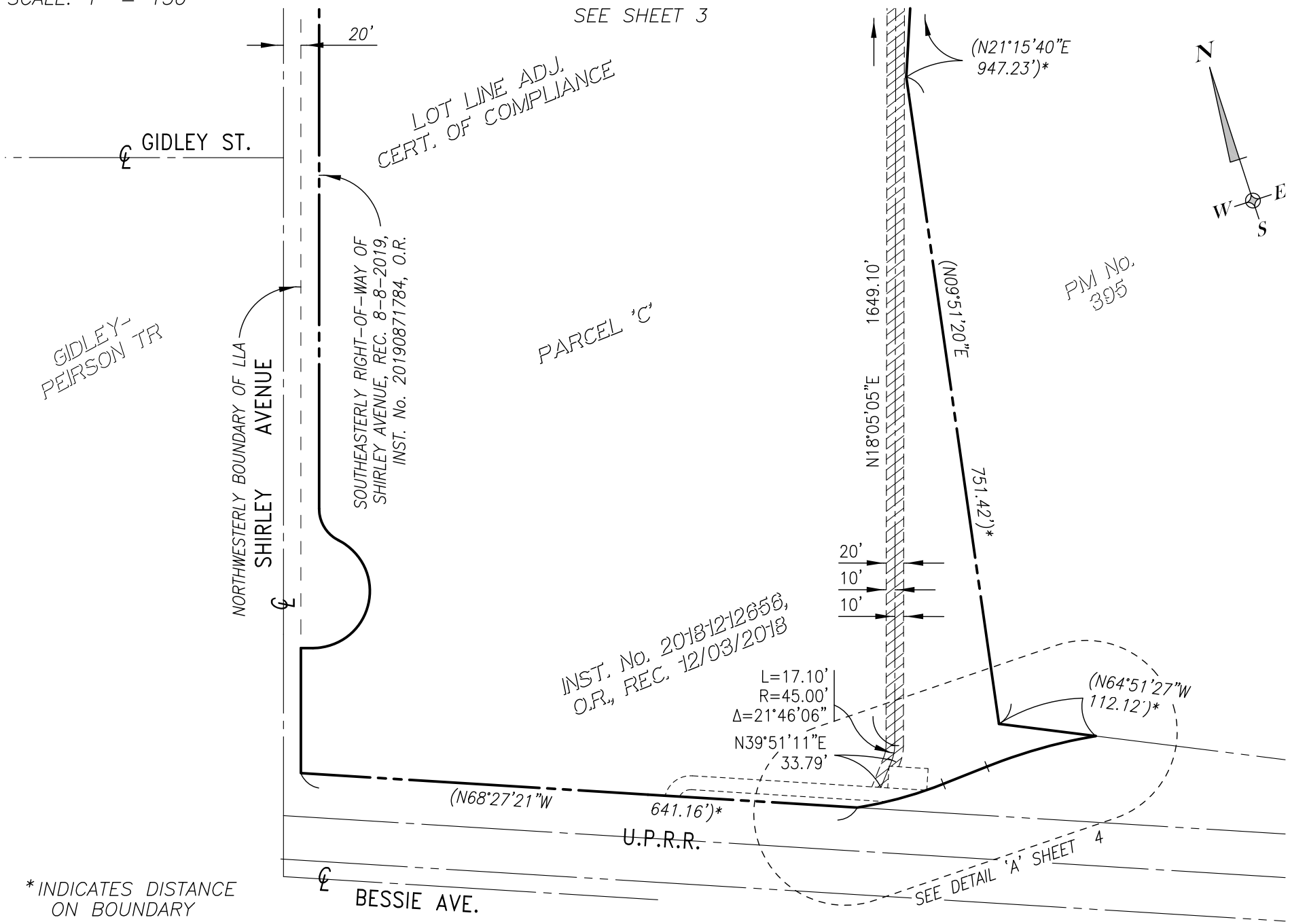
*INDICATES DISTANCE ON BOUNDARY



SEE SHEET 4

SHEET 3 of 4
SCALE: 1" = 150'

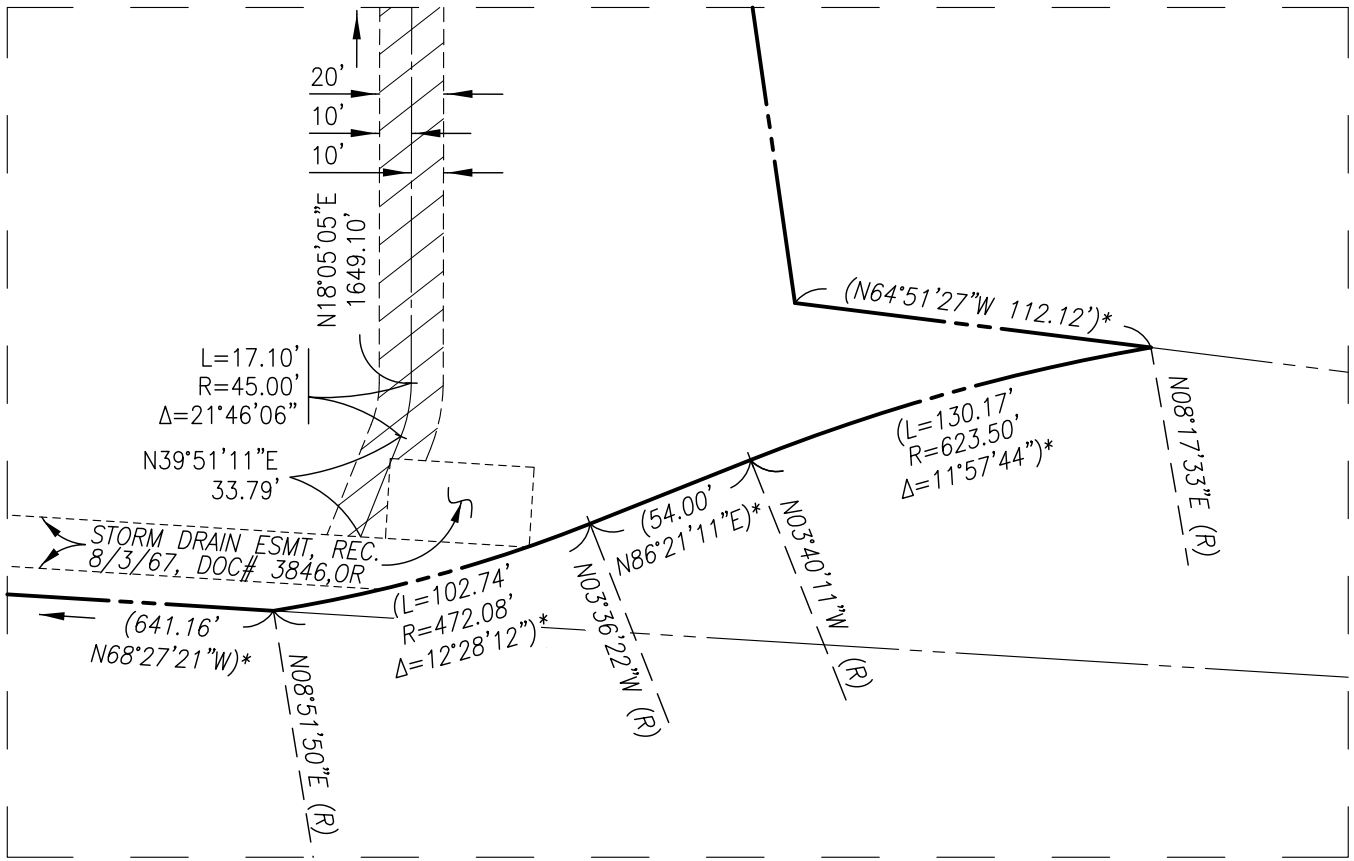
EXHIBIT 'B' STORM DRAIN EASEMENT

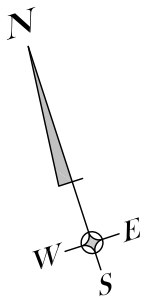


*INDICATES DISTANCE
ON BOUNDARY

SHEET 4 of 4
SCALE: 1" = 60'

EXHIBIT 'B' STORM DRAIN EASEMENT

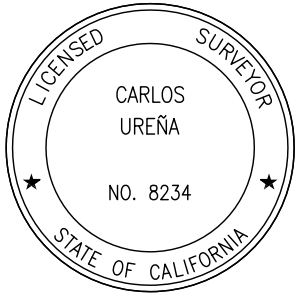




DETAIL 'A'

SEE SHEET 3
SCALE: 1" = 60'

*INDICATES DISTANCE ON BOUNDARY



3/5/20

CARLOS URENA LS 8234 DATE

CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF APRIL 21, 2020

April 15, 2020

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Honorable Mayor and City Council:

CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING SUBSTANTIAL AMENDMENT #4 TO THE CITY OF EL MONTE FISCAL YEAR (FY) 2019-2020 ANNUAL ACTION PLAN IN ACCORDANCE WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) REGULATIONS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Open the public hearing;
2. Receive a staff presentation;
3. Allow a public comment period;
4. Close the public hearing;
5. Adopt the proposed Resolution (Attachment 1) approving Substantial Amendment #4 to the FY 2019-2020 Annual Action Plan;
6. Authorize the City Manager to make all conforming modifications and edits, and to execute all ancillary documents required by HUD;
7. Authorize an appropriation of:
    a. $1,029,409 in CDBG-CV to the FY 2019 Annual Action Plan; and
    b. $520,314 in ESG-CV to the FY 2019 Annual Action Plan;
8. Authorize the reprogramming of FY 2019 CDBG funds in the amount of $228,103;
9. Direct Staff to submit Substantial Amendment #4 to the FY 2019 Annual Action Plan to HUD; and
10. Authorize the City Manager to enter into agreements with eligible sub-recipients.

BACKGROUND

The City of El Monte (the "City"), as an entitlement city, receives Community Development Block Grant (CDBG), HOME Investment Partnerships ("HOME"), and Emergency Solutions Grant (ESG) Program funds on an annual basis from the U.S. Department of Housing and Urban Development (HUD) to carry out a wide range of community development activities, which benefit low-income residents. As a condition of the receipt of federal grants by HUD, the regulations require the annual submittal of a One-Year Action Plan outlining proposed activities and projects.

Recently, HUD enabled additional CDBG economic support known as the Coronavirus Aid Relief and Economic Security ("CARES") Act. The objectives of the CDBG program is to enable activities that may be in response to the economic effects of the Coronavirus Disease 2019 ("COVID-19") pandemic, allowing grantees to reprogram existing or future CDBG funds as part of long-term social welfare and economic development recovery efforts.

These special funds are to be used to prevent, prepare for, and respond to COVID-19. The funds will also support additional activities to mitigate the impacts of COVID-19. This first allocation was based on HUD's Fiscal Year (FY) 2020 CDBG, ESG and HOPWA formula allocations. The CARES Act made available $5,000,000,000 in Community Development Block Grant Coronavirus ("CDBG-CV") funds. Of this amount, HUD is immediately allocating $2,000,000,000 based on the Fiscal Year 2020 CDBG formula. The remaining $3,000,000,000 shall be allocated based on needs using best available data, in the following tranches: $1,000,000,000 shall be allocated to states and insular areas within 45 days of enactment of the CARES Act, and $2,000,000,000 shall be distributed to states and local governments at the discretion of the Secretary. Up to $10,000,000,000 will be set aside for technical assistance. Given the immediate needs faced by our communities, HUD has announced the first allocation of funds. The City of El Monte is receiving $1,029,409 in CDBG-CV funds and $520,314 in ESG-CV funds.

SUBSTANTIAL AMENDMENT

In order for these special funds to be use expeditiously, cities are required to amend their 2019 Consolidated Plan/Annual Action Plans. In accordance with the City's Citizen Participation Plan, when a substantial change (i.e., adding an activity, canceling an activity or redirecting funds) is proposed to an adopted city Annual Action Plan, HUD requires that the public be notified, and a public hearing be held to allow the public an opportunity to comment on the proposed substantial changes. The CARES Act adds additional flexibility. The public comment period is reduced from 30 days to not less than five (5) days. Grantees may use virtual public hearings when necessary for public health reasons, and the public services cap is suspended during the emergency. For example, public services programming was limited to 15% of your overall allocation.

City staff published a public notice (Attachment 2) on April 9, 2020, announcing the proposed amendments to the Fiscal Year (FY) 2019-2020 Annual Action Plan in the El Monte Examiner.

As of the writing of this report, no comments have been received. Any comments received after the publication of this report will be delivered to the City Council and made available to the City Council and the public at the Public Hearing on April 21, 2020.

ADOPTED BUDGET AND PROPOSED AMENDMENTS

The City Council will conduct a public hearing to consider the modification in activity funding levels for the CDBG and ESG programs. Since the publication of the notice, additional considerations have been given to programs based on emerging community needs and HUD input. As stated in the notice, programs may be added, increased, reduced, or eliminated by the City Council.

Administration. The funds will be utilized for administration of program activities. $205,881.80 of CDBG-CV funds and $52,031.40 of CDBG-ESG funds have been allocated. These funds will cover staff salaries and consultant costs that are administering the programs. HUD allows up to 20% of its CDBG-CV funds and up to 10% of CDBG-ESG funds to be allocated for administration.

Business Grant Program. The City is proposing to develop a Business Grant Program that will offer one-time, $10,000 grants to help businesses retain staff and continue to provide quality services to the residents of El Monte. The program will be implemented in two phases:

1. Phase I – The City will utilize existing CDBG funds in the amount of $228,103. The existing CDBG funds are being reprogrammed from unused funds from the Residential Rehabilitation Program and the Home Buyer Assistance Program. Funds will be reprogrammed to these programs in FY 2020-2021 from the City's CDBG allocation.

2. Phase II – The City will utilize CDBG-CV funds in the amount of $200,000. Phase II will be implemented upon receipt of HUD's guidance and approval to utilize CDBG-CV funds for this program. If approval is not received from HUD, staff will reprogram these funds for other eligible uses. It should be noted that reprogramming will require that the City follow proper noticing and public review period requirements.

Emergency Housing Program. The City is proposing to develop an Emergency Housing Program that will aid El Monte residents. The City will utilize CDBG-CV funds in the amount of $250,000. Eligible residents will be able to apply for funds that can be

used for rent and/or mortgage assistance. Pursuant to HUD regulations, the payments cannot exceed three (3) consecutive months, and the payments must be directly to the provider of such services on behalf of an individual or family. This program will be implemented upon receipt of HUD guidance and approval to utilize CDBG-CV funds for this program.

COVID-19 Testing. The County of Los Angeles has informed City staff that it has full funding to provide free testing to residents. Therefore, City CDBG funds will not be set aside for this activity.

Fair Housing. Housing Rights Center (HRC) is an existing sub-recipient that received $27,000 in FY 2019-2020. The HRC offers Fair Housing Services centered on four (4) key sub programs: 1) fair housing counseling; 2) discrimination complaint investigation; 3) fair housing legal services; and 4) outreach and education. Staff is recommending additional funding in the amount of $15,000 to be allocated to these sub programs.

Neighborhood Legal Services is an existing sub-recipient that received $80,000 in FY 2019-2020 to provide representation, counsel, advice, and assistance to City residents. Staff is recommending additional funding in the amount of $50,000 to be allocated.

Food Distribution. City staff is coordinating with non-profits in the area to determine eligibility for these funds. Since federal funds are being utilized, all grants will be subject to oversight, and reporting requirements. Therefore, sub-recipients of these funds must adhere to HUD requirements. This includes but is not limited to, submitting information to demonstrate that they are low to moderate income households. $100,000 will be set-aside for non-profits in the City that are eligible to provide this service and can meet HUD requirements. Staff is also proposing to set aside $150,000 for food distribution activities to be provided by the Parks, Recreation and Community Services Department. The Department was allocated $25,000 in FY 2019-2020 for the Elderly Nutrition program. The agreement will be amended to add additional funds and broaden the eligibility parameters to include low-income residents.

Homeless Services. City staff is coordinating with non-profits in the area to determine eligibility for these funds. Program funds can be used for services such as showers, hygiene kits, etc. Since federal funds are being utilized, all grants will be subject to oversight, and reporting requirements. Therefore, sub-recipients of these funds must adhere to HUD requirements. This includes but is not limited to, submitting information to demonstrate that recipient are low- to moderate-income households. $30,000 will be set-aside for non-profits in the City that are eligible to provide this service and can meet HUD requirements. This program will be implemented upon receipt of HUD guidance and approval to utilize CDBG-CV funds for this program.

ESG-CV Funds. Volunteers of America is an existing sub-recipient that received $247,700 in FY 2019-2020 to provide street outreach, homeless prevention and rapid re-housing. Staff is recommending additional funding in the amount of $218,282.60 to

be allocated to Volunteers of America to continue providing services to assist residents with Emergency Shelter Grants and Rapid Re-Housing. City staff will also be providing Homeless Prevention and Emergency Shelter Services in-house to keep up with the demand of the community during the COVID-19 crisis. $250,000 has been set aside for City staff resources. Homelessness prevention refers to activities designed to keep households that are at-risk from losing their homes and becoming homeless. Homelessness prevention services include housing relocation and stabilization services and/or short- and/or medium-term rental assistance as necessary to prevent the individual or family from moving to an emergency shelter. Eligible costs may also include a hotel or motel voucher for that family or individual.

CDBG-CV		
$ 1,029,409.00	CDBG -CV Allocation	
$ 228,103.00	Available FY 19-20 Funds	
$ 1,257,512.00	Total Available	
Administrative Budget		205,881.80
Business Grant Program Phase I		228,103.00
Business Grant Program Phase II		200,000.00
Emergency Housing Program		250,000.00
Fair Housing - Housing Rights Center		15,000.00
Neighborhood Legal Services		50,000.00
Food Distribution		250,000.00
Homeless Services		30,000.00
	TOTAL	$ 1,228,985
ESG-CV		
$ 520,314.00	ESG -CV Allocation	
Administrative Budget		$ 52,031.40
Volunteers Of America		$ 218,282.60
Homeless Prevention		$ 150,000.00
Emergency Shelter		$ 100,000.00
	TOTAL	$ 520,314

Upon approval of the allocation of funds, staff will work with HUD to execute the necessary agreements to program the funding.

FISCAL IMPACT

The proposed Substantial Amendment to the Annual Action Plan will have no impact on the General Fund. Staff is requesting that the City Council authorizes funds to be added to the FY 2019-2020 budget and appropriated as follows:

1. $1,029,409 in CDBG-CV funds to the FY 2020 Annual Action Plan; and
2. $ 520,314 in ESG-CV funds to the FY 2020 Annual Action Plan.

CONCLUSION

It is recommended that the City Council adopt a Resolution approving the Substantial Amendment #4 to the FY 2019-2020 Annual Action Plan to authorize an appropriation in the amount of $1,029,409 in CDBG-CV and $520,314 in ESG-CV funds for FY 2019/2020; authorize the use of Funds for this budget amendment; direct staff to submit the amendment to the U.S. Department of Housing and Urban Development; and authorize the City Manager to enter into agreements with eligible sub-recipients.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONAVANIK
Community and Economic Development Director

Attachment:
1. Resolution
2. Public Notice

DATE: April 21, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA APPROVING SUBSTANTIAL AMENDMENT #4 TO THE CITY OF EL MONTE FISCAL YEAR 2019-2020 ANNUAL ACTION PLAN IN ACCORDANCE WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) REGULATIONS

WHEREAS, HUD requires all jurisdictions that receive federal entitlement funds to prepare an Annual Action Plan that identifies the projects to be funded with Community Development Block Grant (CDBG), HOME Investment Partnerships ("HOME"), and Emergency Solutions Grant (ESG) Program funds; and

WHEREAS, the City of El Monte (the "City") prepared and adopted a Five-Year Consolidated Plan for the City covering the period July 1, 2015 to June 30, 2020;

WHEREAS, the purpose of the Consolidated Plan and the Annual Action Plan is to identify housing and community development needs and to develop specific goals and objectives to address those needs over a five-year period and is a requirement of the U.S. Department of Housing and Urban Development that the City must meet in order for the City to continue to receive federal housing and community development funds;

WHEREAS, on May 7, 2019, the City Council approved the 2019-2020 Annual Action Plan for expenditure of the entitlement grants from HUD, including the CDBG program. The approved Annual Action Plan was subsequently submitted to HUD in May 2019 and approved on July 15, 2019;

WHEREAS, HUD enabled additional CDBG economic support known as the Coronavirus Aid Relief and Economic Security ("CARES") Act, allowing grantees to reprogram existing or future CDBG funds as part of long-term social welfare and economic development recovery efforts;

WHEREAS, The City of El Monte is receiving $1,029,409 in Community Development Block Grant ("CDBG-CV") funds and $520,314 in Emergency Shelter Grant funds ("ESG-CV");

WHEREAS, the City Council has determined that the 2019-2020 Annual Action Plan needs to be amended in accordance with HUD regulations through a Substantial Amendment, to indicate the increase or decrease greater than $100,000 or 25% difference in the amount allocated to a category of funding, and to reflect the changing needs of the community;

WHEREAS, the CARES Act adds additional flexibility to reduce the required public comment period from 30 days to not less than five (5) days. Grantees may use virtual public hearings when necessary for public health reasons and the public services cap is suspended during the emergency;

WHEREAS, City staff published a public notice announcing the proposed amendments to the Fiscal Year (FY) 2019-2020 CDBG allocations in the April 9, 2020, edition of the San Gabriel Valley Tribune. The five (5) day public review and comment period will end on April 21, 2020; and

WHEREAS, the adopted budget and proposed changes to the 2019-2020 Annual Action Plan for the CDBG Program proposes to: (1) Reallocate $228,103 in CDBG FY 2019 funds; (2) Allocate $1,029,409 in CDBG-CV funds to the FY 2019-2020; and (3) $520,314 in ESG-CV funds to the FY 2019-2020 budget.

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

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

SECTION 2. The City Council of the City of El Monte does hereby adopt Substantial Amendment #4 to the 2019-2020 Annual Action Plan.

SECTION 3. The City Manager is hereby authorized to make all conforming modifications and edits and to execute all implementing documents required by HUD to receive and reallocate funding identified under the approved Annual Action Plan.

SECTION 4. The City Manager is hereby directed to file a copy of said Substantial Amendment to HUD.

SECTION 5. The City Manager is hereby authorized to enter into agreements with eligible sub-recipients.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of El Monte at its regular meeting on this 21st day of April 2020.

_____
Andre Quintero, Mayor
City of El Monte

ATTEST:

_____
Catherine A. Eredia, City Clerk
City of El Monte

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

I, Catherine A. Eredia, City Clerk of the City of El Monte, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. _____ was passed and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 21st day of April, 2020 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Catherine A. Eredia, City Clerk
City of El Monte

CITY OF EL MONTE NOTICE OF PUBLIC COMMENT PERIOD AND OF A PUBLIC HEARING REGARDING A PROPOSED SUBSTANTIAL AMENDMENT TO THE 2019-2020 ANNUAL ACTION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT AND EMERGENCY SHELTER GRANT PROGRAMS

Hearing Date: **Tuesday, April 21, 2020**
Time: **7:00 p.m. or as soon thereafter as the matter may be heard**
Place: **Members of the public wishing to observe the meeting may do so in one of the following ways:**

(1) Turn your TV to Channel 3;
(2) City of El Monte's Facebook Live at https://www.facebook.com/CityofElMonte/;
(3) City's website at http://www.elmonteca.gov/378/Council-Meeting-Videos; or
(4) Call-in Conference (888) 204-5987; Code 8167975.

Description: Consider a substantial amendment to the 2019-2020 Annual Action Plan. The 2019-2020 Annual Action Plan, which sets forth specific activities and expenditures using funds received through the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), Emergency Solutions Grant (ESG) programs administered by the United States Department of Housing and Urban Development (HUD), was adopted by the City Council on May 7, 2019.

When a substantial change (i.e. adding an activity, canceling an activity or redirecting funds) is proposed to the City Action Plan, the City requires that the public be notified and a Public Hearing be held to allow the public an opportunity to comment on the proposed substantial changes.

Proposed Amendment to the FY 19 Action Plan: CDBG19, CDBG-CARES and ESG-CARES Program:

The City is proposing to re-program unspent and/or uncommitted funding from this fiscal year to other projects. In addition, the City is proposing to program funds under the CARES program. The City Council will conduct a public hearing to consider the modification in activity funding levels for programs. The following programs may be added, increased, reduced, or eliminated:

CDBG-CARES		
$1,029,409.00	CDBG -CARES Allocation	
$228,103.00	Available FY 19-20 Funds	
$1,257,512.00	Total Available	
Administrative Budget		$205,881.80
Business Grant Program		$551,630.20
COVID-19 Testing		$200,000.00
Food Distribution		$300,000.00
	TOTAL	$ 1,257,512

ESG-CARES		
$520,314.00	ESG -CARES Allocation	
Administrative Budget		$ 39,023.55
Volunteers of America		$ 481,290
	TOTAL	$ 520,314

Availability of Document for Public Comment: The City of El Monte encourages citizen participation in the planning process. A Public Hearing regarding this proposed Substantial Amendment to the 2019-20 One Year Action Plan will be held on April 21, 2020, 7:00 p.m. via Channel 3, Facebook Live, City's website or Call-in Conference (Listed above)

A copy of the Plan is on file and available for public review at the City of El Monte Economic Development webpage

- https://www.ci.el-monte.ca.us/547/News-Notices

Members of the public wishing to make public comment may do so via the following ways:

1) Facebook Live – comments/questions can be submitted in real time;
2) Call-in Conference Line – comments/questions can be submitted per the instructions at the beginning of the meeting; and
3) Email – All interested parties can submit questions/comments in advance to the City Clerk's general email address: CityClerk@elmonteca.gov.

Accessibility: It is the intention of the City of El Monte to comply with the Americans with Disabilities Act (ADA) in all respects. The City of El Monte will attempt to accommodate attendees in every reasonable manner. Please contact at least 72 hours prior to the above scheduled public hearing to establish need and to determine if additional accommodation is feasible.

For more information, call Lily Flores, Housing Coordinator for the City of El Monte Economic Development Department at (626) 258-8624 or via e-mail at lflores@elmonteca.gov.

Dated: April 7, 2020
Published: April 10, 2020
Griselda Contreras, Chief Deputy City Clerk

CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF APRIL 21, 2020

March 25, 2020

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH NATIONWIDE COST RECOVERY SERVICES, LLC FOR THE IMPLEMENTATION AND OVERSIGHT OF FORECLOSED PROPERTY REGISTRATION PROGRAM SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a Professional Services Agreement (PSA) with Nationwide Cost Recovery Services, LLP for Implementation and Oversight Services for the Foreclosed Property Registration Program, for a term not to exceed five (5) years commencing as of the Effective Date.

BACKGROUND AND PURPOSE

The City of El Monte Currently uses Nationwide Cost Recovery Services, LLP ("Nationwide") to administer the City's residential property mortgage foreclosure registration program ("Program"). This Program was enacted by the City in 2008 to address the foreclosure crises brought about by the Great Recession. The requirements of the Program are set forth in the El Monte Municipal Code Chapter 8.60 (Mortgage Foreclosure Registration).

Great progress has been made in stabilizing and addressing the blighting conditions associated with foreclosed properties. Unfortunately, the challenges in the residential market persist. Starting in 2009, many households received assistance in the form of deferred or reduced interest, principle forbearance, or lines of credit from various programs including the Home Affordable Modification Program (HAMP), Home Affordable Refinance Program (HARP), and Home Equity Lines of Credit (HELOC). Under these programs, many households will have either mortgage interest rates which will increase or principle amounts that will become due as a "balloon payment". With stagnant wages, along with the increasing cost of living, some households may be at risk for foreclosure in the near future. While it is difficult to determine the impact for El

Monte, ongoing vigilance in the Program is recommended.

FISCAL IMPACT/FINANCING

The cost to the City for the operation of the current Program for residential property mortgage foreclosure registration is paid using program registration fees and penalties payable by banks and/or mortgage foreclosure trustee services.

The attached scope of services from Nationwide (Attachment 2) provides a description of the services and fees to be collected. Nationwide shall receive 35% of sums collected by the City each month from registration fees and penalties under the City's Foreclosed Property Registration Program. The City will retain the remaining 65% of the sums for its own purposes. Nationwide shall receive 100% of all new registration fees collected by the City each month until such time as the total aggregate compensation received by Nationwide, from such new registration, exceeds the amount of $21,196.

CONCLUSION

It is recommended that the City Council authorize the City Manager to execute a Professional Services Agreement with Nationwide Cost Recovery Services, LLC for the implementation and oversight services for the Foreclosed Property Registration Program.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONAVANIK
Community & Economic Development Director

Attachments:

1. Nationwide Cost Recovery Services, LLC Professional Services Agreement
2. 2020 Proposal – Scope of Services

DATE: April 21, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

2020
PROFESSIONAL SERVICES AGREEMENT
(Engagement: Implementation of and Oversight Services for Foreclosed Property Registration Program)
(Parties: City of El Monte and Nationwide Cost Recovery Services, LLC)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2020 (hereinafter, the "Effective Date") by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and NATIONWIDE COST RECOVERY SERVICES, LLC (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably as appropriate.

RECITALS

WHEREAS, the CITY requires professional services for the implementation and oversight of the Foreclosed Property Registration Program; and

WHEREAS, the CITY has determined that CONSULTANT possess the skills, experience, and expertise necessary to perform the requested consulting services; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and training, education and expertise of its principals, employees, and subcontractor(s); and

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the execution of this Agreement was approved by the El Monte City Council at its Regular Meeting of _____, 2020 under Agenda Item No.___.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I.
ENGAGEMENT TERMS

1.1 SCOPE OF SERVICES:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to perform those specific tasks and services described in CONSULTANT's February 25, 2020 proposal entitled "Foreclosed Property Registration Program Implementation and Oversight Express Letter of Interest" which is attached and incorporated hereto as **Exhibit "A"** (hereinafter, the "Scope of Services").

B. The CITY hereby acknowledges that the CONSULTANT's co-owner, Neftali Cortez, is a real estate broker who is licensed to do business in the State of California, and the CITY further acknowledges and consents to the performance by Neftali Cortez of customary real estate professional broker services involving third party clients and lands which may be located in the City of El Monte, including property which is subject to the foreclosed property registration program registration provisions of El Monte Municipal Code chapter 8.60 while this Agreement is in effect, on the conditions set forth in subsections D and E of this Section, below; provided however that for as long as the Agreement is in effect, Neftali Cortez shall not participate in any real estate professional broker services or claim a real estate broker commission in any transaction where any portion of a real estate broker fee, commission or other charge or payment by the CITY.

C. Notwithstanding anything in this Agreement to the contrary, the CITY may hereafter request Neftali Cortez to provide real estate professional consulting services to the CITY on a non-exclusive basis for which a real estate broker commission may be payable to the Broker, connection with the acquisition or disposition of real property by the CITY, including property which is subject to registration with the CITY under El Monte Municipal Code Chapter 8.60, and each such request for professional real estate broker services shall be evidenced by a separate written real estate broker listing agreement by and between Neftali Cortez and the CITY, which specifically identifies a particular parcel of real property and contains other terms relating to such real property which each party may accept or reject in its sole discretion.

D. During the period of time when this Agreement is in effect, Neftali Cortez shall promptly notify the CITY, in each instance in which he proposes to provide real estate professional consulting services to a third party with respect to any real property which is subject to registration with the CITY under El Monte Municipal Code Section 8.60. Neftali Cortez shall disclose the following information to the parties to such transactions: Neftali Cortez is providing certain consulting services to the City of El Monte for the training of City of El Monte staff in the administration of El Monte Municipal code Chapter 8.60. Although the City of El Monte is not a party to the [agreement for the purchase and sale of the subject property], the parties to the [agreement] are advised that the close of the escrow is subject to compliance by the parties with all applicable provisions of the El Monte Municipal Code, including El Monte Municipal Code chapter 8.59 and El Monte Municipal Code Section 17.16.040." The CITY shall not be

responsible for the payment of any real estate broker fee, commission or other charge or other payment to Neftali Cortez or to any third person in any such real estate transaction

E. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services.

F. For the purposes of this Agreement, the aforementioned services and tasks comprising the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 TERM: This Agreement shall have a term of five (5) years commencing as of the Effective Date (hereinafter, the "Term"). Nothing in this section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Section 5 of this Agreement.

1.3 COMPENSATION: CONSULTANT shall be compensated as follows:

A. Except as otherwise provided under subsection B, below, CONSULTANT shall receive thirty-five percent (35%) of sums collected by CITY each month from registration fees and penalties under the CITY's Foreclosed Property Registration Program. CITY shall retain the remaining sixty-five percent (65%) of such sums for its own purposes.

B. Subsection A of this section notwithstanding, CONSULTANT commencing as of the Effective Date shall receive one hundred percent (100%) of all new registration fees collected by CITY each month until such time as the as the total aggregate compensation received by CONSULTANT from such new registration fees exceeds the amount of **TWENTY-ONE THOUSAND ONE HUNDRED NINETY-SIX DOLLARS ($21,196)**.

1.4 PAYMENT OF COMPENSATION: The compensation referenced under Section 1.3, above, shall be paid to CONSULTANT in monthly increments. Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge,

during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any reasonable damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVE: The CITY hereby designates the City Manager and her designees (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The CITY Representative or her designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or her designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates co-owner, Neftali Cortez, CA DRE Lic. #00560181, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representative or her designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;

B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;

C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq

D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and

F. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of

this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor 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 to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III.
INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work

or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV.
INDEMNIFICATION

4.1 The Parties agree to indemnify and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction arising out of the performance of this Agreement, and attributable to the fault of the indemnifying party. Following a determination of the percentage of fault and or liability by agreement between the Parties or a court of competent jurisdiction, the Party responsible for liability to the other will indemnify the other Party to this Agreement for the percentage of liability determined. CONSULTANT shall have no affirmative duty to defend any party for professional liability claims, and CONSULTANT's indemnification obligations for professional liability claims shall be limited to the extent damages are caused by CONSULTANT's negligence. This section shall survive the expiration or early termination of this Agreement.

4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain

such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days' prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall

occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its

employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary of involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;

ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI.
MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents

and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent of disclosure as legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:
Nationwide Cost Recovery Service, LLC
947 Longview Drive
Diamond Bar, CA 91765
Phone: (909) 762-8135
Fax: (909) 752-3163
E-mail: Nef.ncrs@gmail.com
Attn: Neftali Cortez

CITY:
City of El Monte
Office of the City Manager
El Monte City Hall – East
11333 Valley Boulevard
El Monte, CA 91731
Attn: City Manager
Phone: (626) 580-2089
Fax: (626) 453-3612

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of

this Agreement.

6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations, or other agreements, whether oral or written, made by any Party, which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF EL MONTE

By:_____
Alma K. Martinez
City Manager

Date:_____

NATIONWIDE COST RECOVERY SERVICES, LLC

By:_____

Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

By:_____
Richard Padilla
Assistant City Attorney

Date:_____

EXHIBIT “A”
SCOPE OF SERVICES

Foreclosed Property Registration Program
Implementation and Oversight
Express Letter of Interest

February 25, 2020

Mayor and City Council
City of El Monte
11333 Valley Blvd.,
El Monte, Ca 91731

Submitted by:

Neftali Cortez
CA DRE Lic. # 00560181
Nationwide Cost Recovery Services, LLC
947 Longview Dr.,
Diamond Bar, Ca 91765
Phone: 909-762-8135
Fax: 909-752-3163
Nef.ncrs@gmail.com

Elias S. Cortez,
20676 Center Street
Riverside, CA 92507
Phone: 909-800-8918
Fax: 909-752-3163
Eli.ncrs@gmail.com

Services: Neftali Cortez and Elias S Cortez agree to provide professional services related to El Monte's Foreclosure Ordinance (El Monte Municipal Code Chapter 8.60) for a period of five (5) years commencing as of March 01, 2020.

The objectives of these services are to minimize neighborhood blight by indentifying properties that are in distress and have entered the foreclosure process, and improve the City's ability to proactively address the issues inherent in foreclosure property which negatively impact quality of life of the residents in the vicinity of homes in foreclosure.

Neftali Cortez is Co-Owner of Nationwide Cost Recovery Services, LLC and is a licensed Real Estate Broker, California Department of Real Estate license # 00560181. Mr. Cortez has worked fulltime in the Real Estate Brokerage and Financing Industries since being first licensed as a Broker in 1984. Mr. Cortez has over 20 years experience representing Banks in the sale of REO properties. The last six years have seen a tremendous increase of foreclosure sales, and Mr. Cortez has personally handled over 200 transactions, being located at the epicenter of the foreclosure activity in Southern California. The area of coverage has included communities in Los Angeles, Orange, San Bernardino, and Riverside Counties.

Elias S Cortez is Co-Owner of Nationwide Cost Recovery Services, LLC. Mr. Elias S. Cortez served as the State of California's Chief Information Officer from 1999-2003. Prior to his service at the state level, he served as the Chief Information Officer for the County of San Bernardino from 1997-1999. Mr. Cortez also served as a Director of Information Technology for Los Angeles Unified School District from 1992-1997. Elias attended USC School of Architecture from 1976-1981, and after graduation worked at Parsons Engineering.

Extensive specialized Certification training in the REO (Real Estate Owned-Bank Owned) and the Distressed Property and Short Sales facet of the Real Estate field qualifies Mr. Neftali Cortez to provide this management oversight and program implementation initiative. Mr. Cortez is very familiar with the local real estate values and market trends, having covered the Southern California real estate market since being first licensed as a real estate salesman in May 1976. Mr. Cortez has managed and sold foreclosed properties for Bank of America, Chase Bank, and Wells Fargo as a Preferred Real Estate Broker, as well as many other financial institutions. Mr. Cortez has also served as the founding President and Chairman of the Board of the Regional Chamber of Commerce-San Gabriel Valley, and continues to serve as a member on the Board of Directors.

Scope of Work :

Consultant shall Administrate and carry out the implementation of a Foreclosed Property Registration Program for the City of El Monte, California. The Consultant shall implement a program to Identify, Notify, and Register Trustees and Beneficiaries of Trust Deeds which have caused a Notice of Default to be recorded on a property within the City of El Monte. The Consultant shall utilize their Proprietary technology and expertise gained in the past 30 years in the Industry to increase Compliance with the City of El Monte's Foreclosed Property Registration Ordinance.

Nationwide Cost Recovery Services will supply the following professional services:

1. Operate Foreclosure Database(s)
    - Create and operate a database of properties in multiple stages of foreclosure from multiple commercial databases, including Los Angeles County Recorder data. Consultant shall use their Broker's license to gain access to data allowed only to licensed real estate brokers in order to enhance their ability to refine the database.
    - Sort and prioritize which properties are active and ongoing in the foreclosure process and which must comply with EMMC Chapter 8.60.
    - Continuously update the property database as new information is recorded and received.
    - Operate and maintain a secure website allowing responsible parties to register properties and reference information/documentation any time of day, every day of the year.
    - The secure website must ensure that responsible parties cannot enter incomplete information.

2. Implement El Monte's Foreclosure Registration Program (EMMC Chapter 8.60)
    - Communicate the requirements of El Monte's Foreclosure Registration Program in writing to the lenders/trustees/mortgage services of properties in distress which have had a Notice of Default recorded. All letters/forms/documents must be approved by the City of El Monte.

- Issue notices and orders on behalf of the City to responsible parties, notifying them of the requirement to register and of their failure to comply, if applicable, and other policies and procedures pursuant to El Monte's Foreclosure Registration Program (EMMC Chapter 8.60)
- Issue mortgage foreclosure registration demand, notices and orders as needed to ensure compliance, and to recover past due penalty costs, etc. Cost of printing and mailing of notifications to Trustees and Beneficiaries shall be borne by the City of El Monte from their share of the fees collected.

3. <u>Manage the Foreclosure Registration Process</u>
   - Receive property registration online (through Consultant's secure website) or by mail.
   - Verify the total registration payment amounts due, including any outstanding penalties.
   - Prepare invoices and legal documentation to remit to the parties who have submitted the registration.
   - Input and update data on daily basis, including any changes in property status, ownership, contact information, etc.
   - Maintain updated profiles for those beneficiaries/responsible parties that have not registered, and communicate with those parties to ensure registration, payment of fees and penalties, etc.
   - Create, manage, track, and update case files for properties.
     - Case files must include pertinent data for the property in foreclosure, documentation reflecting any outstanding fees, payment information (if any), responsible party information, Invoices (paid and original), and legal documentation reflecting the termination of the process of the foreclosure.
     - Case files must be readily available for access by Vendor and El Monte Code Enforcement personnel, archived for future reference.

       Promptly respond to information requests by responsible parties and City staff via email and voicemail.

Nationwide Cost Recovery Services provides its services based on Proprietary Technology and Proprietary Business Processes. All intellectual property rights to these proprietary business processes and technology shall belong to and remain property of Nationwide Cost Recovery Services.

REVENUE SHARING/INVOICES/Compensation Agreement: The Consultant shall be paid 35% of amounts obtained from the collected registration fees and penalties under the Foreclosed Property Registration Program. Said percentage of fees and penalties collected shall be payable to Nationwide Cost Recovery Services, LLC within 30 days of receipt by the City. Consultant shall submit an invoice on a monthly basis. These invoices will be reconciled with revenues received.

Respectfully Submitted,

Signature: _____
Neftali Cortez, CA DRE License 00560181
Date _____

Signature: _____
Elias S Cortez
Date: _____

Signature: _____
City Manager: Alma K Martinez
Date: _____
City of El Monte

Nationwide Cost Recovery Services
947 Longview Dr, Diamond Bar, Ca 91765 (909)762-8135
20676 Center Street, Riverside, CA 92507

CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF APRIL 21, 2020

April 6, 2020

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL OF A THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH TERRA REALTY ADVISORS, INC. TO INCREASE THE NOT-TO-EXCEED AMOUNT OF $55,000 TO $115,000, TO ALLOW FOR CONTRACT PLANNING SERVICES FOR THE CITY'S FREEWAY BILLBOARD OVERLAY ZONE

1. Approve the Third Amendment to the Professional Services Agreement (Attachment 1) with Terra Realty Advisors, Inc. to increase the not-to-exceed amount of $55,000 to $115,000, to provide planning consulting services for the City's Freeway Billboard Overlay Zone through December 31, 2021; and
2. Authorize the City Manager to execute the Third Amendment to the Professional Services Agreement with Terra Realty Advisors, Inc. (PSA No. C-001744).

BACKGROUND

On July 18, 2017, the City Council approved Ordinance No. 2914, to establish the Freeway Billboard Overlay Zone. The Overlay includes seven (7) "overlay zones" of properties zoned commercial or industrial along the I-10 San Bernardino Freeway. On December 17, 2019, the City Council adopted Ordinance No. 2961, expanding the Freeway Billboard Overlay Zone to add an additional three (3) "overlay zones." The billboards will include electronic messaging and graphics and follow all California Department of Transportation ("Caltrans") requirements.

The process to construct a new billboard requires property owners and billboard companies to submit a Design Review and Development Agreement application with the City of El Monte (the "City"). The Design Review process will ensure the billboard has an attractive design and does not negatively impact adjacent properties. The Development Agreement will outline the terms of the billboard, including the amount of advertisement revenues that will be collected by the City and other benefits for the City

(e.g. emergency declarations, advertisement of civic events, etc.). The process has the Planning Commission make a recommendation and the City Council as the final decision maker. In addition, the billboard will need Caltrans approval. Depending on the number and location of billboards, the City could receive annual revenues of $250,000 to $500,000 (for three (3) to five (5) signs).

Staff retained the professional services of Terra Realty Advisors, Inc. (TRA), to assist the City in drafting its Freeway Billboard Overlay Zone. The original contract with TRA was approved by the City Manager on March 28, 2016, for an amount not-to-exceed $12,000 from the General Fund. A First Amendment was approved by the City Manager on November 7, 2016, to increase the original not-to-exceed amount by an additional $18,000 (for a total amount of $30,000). A Second Amendment was approved by the City Council on October 16, 2018, to increase the amended not-to-exceed amount by an additional $25,000 (for a total amount of $55,000). To date, this amount has nearly been spent.

DISCUSSION

Staff has been working closely with Scott Sheldon, President of TRA, who has over 40 years of professional experience in real estate and working with Caltrans, cities, other government agencies, school districts, commercial property owners and billboard companies. To date, TRA has assisted the City in drafting the Ordinance, providing staff with expert knowledge of State Law and Caltrans regulations on billboards, and in negotiating with billboard companies and property owners, including the conversion of the Ross Nissan static billboard sign to a digital LED sign. Specifically, TRA has identified up to six (6) new locations for potential billboards.

The proposed scope of work for TRA includes the following:

- Work with each sign company to negotiate a Development Agreement on selected sites.
- Multiple meetings with City staff and City Attorney's office to discuss the proposed billboards.
- Review and comment on California Environmental Quality Act (CEQA) document and staff reports for each sign opportunity on behalf of the City.
- Attend Planning Commission and City Council meetings.
- Work with the City on the removal of billboards that do not comply with existing agreements, State requirements and/or City regulations.
- Coordinate the building permitting process with the City and Caltrans.

Staff requests that the City Council approve a Third Amendment to the Professional Services Agreement with TRA to increase the not-to-exceed amount by $60,000 for a total of $115,000 and to extend the Agreement to December 31, 2021. This will allow Scott Sheldon to continue negotiations with the billboard companies and property owners for the conversion and/or construction of billboards.

FISCAL IMPACT/FINANCING

Funds to cover the increased amount of $60,000 already exist in Planning Division Account No. 100-61-6115 (Professional Services). Therefore, no General Fund money is needed. Furthermore, a portion of the funds will be recovered by development fees (through utilizing the City's "pass-thru" account).

CONCLUSION

It is recommended that the City Council approve the Third Amendment to the Professional Services Agreement with TRA; and authorize the City Manager to execute a Third Amendment to the Professional Services Agreement with TRA, to provide planning consulting services as needed through December 31, 2021.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONAVANIK
Community and Economic Development Director

Attachment:

1. Third Amendment to Professional Services Agreement with Terra Realty Advisors, Inc. with Exhibit “A” (Master Agreements) and Exhibit “B” (Supplemental Scope of Services)

DATE: April 21, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

ATTACHMENT 1

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH TERRA REALTY, INC.

WITH EXHIBIT “A” (MASTER AGREEMENT) AND EXHIBIT “B” (SUPPLEMENTAL SCOPE OF SERVICES)

2020

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

(Engagement: Professional Contract City Planning Services)
(Parties: City of El Monte and JWA Urban Consultants, Inc.)

THIS THIRD AMENDMENT (hereinafter, "Third Amendment") to that certain agreement entitled "Professional Services Agreement", Contract No. 16CM03022, dated March 26, 2016 (hereinafter, the "Master Agreement"), is hereby made and entered into this _____ day of _____ 2020 (hereinafter, the "Effective Date") by and between CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and TERRA REALTY ADVISORS INC. (hereinafter, "CONSULTANT"). For purposes of this Third Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT, interchangeably as appropriate.

RECITALS

This THIRD AMENDMENT is made and entered into with respect to the following facts:

WHEREAS, on March 16, 2016, the Parties executed and entered into the Master Agreement for CONSULTANT to provide professional contract city planning services; and

WHEREAS, on November 7, 2016, the Parties executed and entered into the First Amendment for CONSULTANT to provide professional contract city planning services; and

WHEREAS, on October 16, 2018, the Parties executed and entered into the Second Amendment for CONSULTANT to provide professional contract city planning services; and

WHEREAS, the Master Agreement is attached and incorporated hereto as **Exhibit "A"**; and

WHEREAS, the Parties now wish to extend the Term of the Agreement that shall commence upon the date of execution by all Parties and shall terminate on December 31, 2021; and

WHEREAS, the Parties further wish to expand the Scope of Services to allow for additional Contract Planning Services; and

WHEREAS, the additional tasks and services to be performed by CONSULTANT are set forth and more particularly described in CONSULTANT's February 18, 2020, proposal entitled "Contract Planning Services" which is attached and incorporated hereto as **Exhibit "B"** (hereinafter, the "February 18, 2020, Supplemental Scope of Services"); and

WHEREAS, under the terms of the Master Agreement, CITY agreed to pay CONSULTANT a total Not-to-Exceed Sum of TWELVE THOUSAND DOLLARS ($12,000) for all work contemplated under the Master Agreement (hereinafter, "Not-to-Exceed Sum"); and

WHEREAS, under the terms of the Master Agreement, First Amendment, CITY agreed to pay CONSULTANT an increase in the total Not-to-Exceed Sum of TWELVE THOUSAND DOLLARS ($12,000) by an additional EIGHTEEN THOUSAND DOLLARS ($18,000) for an amended Not-to-Exceed Sum of THIRTY THOUSAND DOLLARS ($30,000); and

WHEREAS, under the terms of the Master Agreement, Second Amendment, CITY agreed to pay CONSULTANT an increase in the total Not-to-Exceed Sum of THIRTY THOUSAND DOLLARS ($30,000) by an additional TWENTY-FIVE THOUSAND DOLLARS ($25,000) for an amended Not-to-Exceed Sum of FIFTY-FIVE THOUSAND DOLLARS ($55,000); and

WHEREAS, the Parties wish to increase the total Not-to-Exceed Sum of FITY-FIVE THOUSAND DOLLARS ($55,000) by an additional SIXTY THOUSAND DOLLARS ($60,000) for an amended Not-to-Exceed Sum of ONE HUNDRED FIFTEEN THOUSAND DOLLARS ($115,000) to cover the extended terms of the Agreement; and

WHEREAS, the execution of this Third Amendment was approved by the El Monte City Council at its Regular Meeting of _____, 2020 as Agenda Item No. ____.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. Section 1.1 (SCOPE OF SERVICES) of the Agreement is hereby amended to include the additional tasks and services set forth in CONSULTANT's February 18, 2020, proposal entitled "Contract Planning Services" which is attached and incorporated hereto as **Exhibit "B"**

SECTION 2. Section 1.2 (TERM) of the Agreement is hereby amended in its entirety to state as follows:

> TERM: The term of this Agreement shall commence on the Effective Date and continue through December 31, 2021 (hereinafter "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as

provided under Section 5 of this Agreement.

SECTION 3. Section 1.3 (COMPENSATION) of the Agreement is hereby amended to increase the Not-to-Exceed Sum of **FIFTY-FIVE THOUSAND DOLLARS ($39,000)** by **SIXTY THOUSAND DOLLARS ($60,000)** for a new total Not-to Exceed Sum of **ONE HUNDRED FIFTEEN THOUSAND DOLLARS ($115,000)** for all Work contemplated under the Master Agreement, and Third Amendment.

SECTION 4. Except as otherwise set forth in this Third Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. Section 6.19 of the Master Agreement notwithstanding, this Third Amendment, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

SECTION 5. The provisions of this Third Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this Third Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Third Amendment and the provisions of the Master Agreement, the provisions of this Third Amendment shall control, but only in so far as such provisions conflict with the Master Agreement and no further.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to be executed on the day and year first appearing above.

CITY:

CITY OF EL MONTE

By:_____
Alma K. Martinez, City Manager

Date:_____

CONSULTANT:

TERRA REALTY, INC.

By:_____

Name:_____

Title: _____

Date:_____

APPROVED AS TO FORM:

By:_____
Richard Padilla, Assistant City Attorney

Date:_____

EXHIBIT “A”
MASTER AGREEMENT

2016
PROFESSIONAL SERVICES AGREEMENT
(Consultant: Terra Realty Advisors, Inc.)
(Purpose: Real Estate Advisory Services)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 28th day of March 2016 (hereinafter, the "Effective Date"), by and between the CITY OF EL MONTE, a municipal corporation ("CITY") and TERRA REALTY ADVISORS, INC., a California corporation (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

RECITALS

WHEREAS, CITY requires real estate advisory services; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals, employees and subcontractors; and

WHERAS, this Agreement was approved and executed by the City Manager pursuant to the authority delegated to the City Manager under Section 3.24.070(B) of the El Monte Municipal Code.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I.
ENGAGEMENT TERMS

1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the **"Scope of Services"**) which is attached and incorporated hereto by this reference. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 TERM: This Agreement shall have a term of one (1) year commencing from the Effective Date. The Agreement shall extend automatically for one (1), one-year extension, unless CITY issues written notice of its intent not to extend the Agreement beyond the initial one-year base term or unless the Agreement is otherwise terminated in the manner set forth under Sections 5.1 or 5.2, below.

1.3 COMPENSATION:

A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is also set forth on the Scope of Services under the heading "Compensation/Rate Schedule 2016-2017" (hereinafter, the **"Approved Rate Schedule"**). The text of the Scope of Services notwithstanding, the hourly rates of compensation set forth in the Approved Rate Schedule, shall not be adjusted sooner than July 1, 2017 and any subsequent adjustment may not be increased by a percentage greater than the lesser of the following: (i) 3% or (ii) the percentage change in the July Consumer Price Index published by the Bureau of Labor Statistics for all urban consumers for all items for the Los Angeles-Riverside-Orange County Area from January of the year immediately preceding the year in which the increase is to take effect to January of the year in which the increase is to take effect.

B. Section 1.3.A., above, notwithstanding, in no event shall CONSULTANT's total compensation exceed the aggregate sum of TWELVE THOUSAND DOLLARS ($12,000) (hereinafter, the "Not-to-Exceed Sum") for any services and tasks performed by CONSULTANT during the initial one-year term of this Agreement or during the one-year extension term, unless such excess costs and expenditures have first been approved by CITY in the form of a written amendment to this Agreement. Expenditure sums in excess of $12,000 up to $30,000 will require the approval of the City Manager and expenditure sums in excess of $30,000 will require approval of the City Council.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed under this Agreement during the recently concluded calendar month, including services and tasks performed and reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or

obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates City Manager Jesus Gomez and Assistant City Manager Alex Hamilton (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Schott Sheldon, President, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;

B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;

C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);

D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

E. All of CONSULTANT's employees and agents possess sufficient skill,

knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and

F. All of CONSULTANT's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages,

salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor 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 to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III.
INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and

shall not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV.
INDEMNIFICATION

4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

C. In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its

employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary of involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

D. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

E. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

F. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

G. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;

ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or remedy.

H. CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

I. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI.
MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent

by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:
Terra Realty Advisors, Inc.
2300 Boynton Avenue Suite 202
Fairfield, CA 94533
Attn: Scott Sheldon
Phone: (707) 639-1000

CITY:
City of El Monte
City Manager's Office
El Monte City Hall - East
11333 Valley Boulevard
El Monte, CA 91731
Attn: Jesus Gomez, City Manager and
Alex Hamilton, Assistant City Manager
Phone: (626) 580-2089

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT,

any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statement, representation or other agreement, whether oral or written, made by any Party which is not embodied herein shall be valid or binding. The 2014 Gateway agreement, which is described in the Recitals herein, and any instrument arising therefrom or related thereto, are exempt from this Section.

6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF EL MONTE

By: _____
Jesus M. Gomez
City Manager

APPROVED AS TO FORM:

By: _____
Richard Padilla
Assistant City Attorney

TERRA REALTY, INC.

By: _____

Name: Scott Shelton

Title President

EXHIBIT A
(SCOPE OF SERVICES)

City hereby engages Consultant, and Consultant agrees to provide the scope of services to City as follows:

Phase I: Work with Client regarding the Ross – Nissan existing sign.

- Due diligence on the existing sign, including: title, Caltrans restrictions, structural and other infrastructure matters, in conjunction with the acquisition of a fee interest in the site and sign by Client.
- Review and comment on current sign ordinance; work with staff to make appropriate modifications to allow digital LED signs in the City of El Monte.
- Work with Clients legal counsel on the business aspects of a RFP, to solicit interest from qualified sign companies.
- Work with Clients legal counsel on the business aspects of a Lease Agreement, for inclusion in the RFP.
- Meet and brief both staff and Commissioners and Council, as directed by Client.
- Review and comment on CEQA documents prepared by the permitting agency.
- Publish and act as lead contact during the RFP process, to develop answers to questions, etc.
- In conjunction with Client and Clients legal counsel, review and make recommendations on responses from sign companies during the RFP process.
- Interface with Caltrans Outdoor Advertising Division regarding permitting process, as required.
- Work with Client and Client's legal counsel to finalize a Development Agreement or Lease with all parties.
- Attend 2 public hearings (Planning Commission and Council) at the direction of Client, as required.

EXHIBIT A – COMPENSATION

In it's capacity under this Agreement, Consultant shall receive fees, as set forth in the Rate Schedule as referenced herein, which rates may be adjusted annually on July 1.

RATE SCHEDULE
2016/2017

The following are the hourly rates for each position:

Principal	$215.00/Hr
Senior Project Manager	$150.00/Hr
Project Manager	$100.00/Hr
Assistant Project Manager	$ 85.00/Hr
Administrative/Clerical	$ 45.00/Hr

Invoices will be issued monthly, and will be due and payable upon receipt. All other costs, such as phone, fax, or travel outside the Bay Area or Sacramento, overnight delivery charges, blueprints, etc., and additional costs, shall be reimbursed at cost. All payments will be delinquent after 30 days, and shall bear interest at 1 1/2% per month.

The initial scope (Phase I of the attached Scope of Services) is estimated to be Twelve Thousand Dollars ($12,000.00). An estimate is not a fixed fee and does not constitute a commitment to perform services for that amount, or an obligation for the City to pay that amount. Client consent will be obtained before Consultant charges for fees that exceed the stated budget.

A travel/reimburseable budget not to exceed Five Hundred Dollars ($500.00) for Phase I work.

Preparing to serve, or serving as a consultant or witness in any litigation, arbitration or other legal proceedings will be charged at 1.5 times the hourly rates as shown above.

Both parties herein agree to keep all information relating to this project and Agreement confidential.

ATTACHMENT "B"
SUPPLEMENTAL SCOPE OF SERVICES

ATTACHMENT "B"

(AMMENDED SCOPE OF SERVICES)

City hereby engages Consultant, and Consultant agrees to provide the scope of services to City as follows:

Phase I: Work with Client regarding the Ross – Nissan existing sign.

- Due diligence on the existing sign, including: title, Caltrans restrictions, structural and other infrastructure matters, in conjunction with the acquisition of a fee interest in the site and sign by Client.
- Review and comment on current sign ordinance; work with staff to make appropriate modifications to allow digital LED signs in the City of El Monte.
- Work with Clients legal counsel on the business aspects of a RFP, to solicit interest from qualified sign companies.
- Work with Clients legal counsel on the business aspects of a Lease Agreement, for inclusion in the RFP.
- Gage interest from qualified sign companies.
- Meet and brief both staff and Commissioners and Council, as directed by Client.
- Review and comment on CEQA documents prepared by the permitting agency.
- Publish and act as lead contact during the RFP process, to develop answers to questions, etc.
- In conjunction with Client and Clients legal counsel, review and make recommendations on responses from sign companies during the RFP process.
- Interface with Caltrans Outdoor Advertising Division regarding permitting process, as required.
- Attend 2 public hearings (Planning Commission and Council) at the direction of Client, as required.

Phase II: Engage and coordinate various sub-consultants to perform due diligence including:

- Real Estate Appraisal by a MAI appraiser on the Ross Nissan sign site,
- Sign/Graphics Design firm to provide conceptual drawings (2) incorporating the existing Ross Nissan sign structure,
- Civil Engineering to create a new plat and legal description for the existing Ross Nissan sign.

AMMENDED COMPENSATION

In It's capacity under this Agreement, Consultant shall receive fees, as set forth in the Rate Schedule as referenced herein, which rates may be adjusted annually on July 1.

RATE SCHEDULE
2016/2017

The following are the hourly rates for each position:

Principal	$215.00/Hr
Senior Project Manager	$150.00/Hr
Project Manager	$100.00/Hr
Assistant Project Manager	$ 85.00/Hr
Administrative/Clerical	$ 45.00/Hr

[DELETED/REPEALED]

~~Invoices will be issued monthly, and will be due and payable upon receipt. All other costs, such as phone, fax, or travel outside the Bay Area or Sacramento, overnight delivery charges, blueprints, etc., and additional costs, shall be reimbursed at cost. All payments will be delinquent after 30 days, and shall bear interest at 1 1/2% per month.~~

~~**PHASE II:** Additional fee to the Phase I Scope of Work shall be SEVENTEEN THOUSAND TWO HUNDRED AND FIFTY DOLLARS ($17,250.00) for a maximum combined amount for Phase I & II of TWENTY NINE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($29,750.00). An estimate is not a fixed fee and does not constitute a commitment to perform services for that amount, or an obligation for the District to pay that amount. Client consent will be obtained before Consultant charges for fees that exceed the stated budget.~~

Preparing to serve, or serving as a consultant or witness in any litigation, arbitration or other legal proceedings will be charged at 1.5 times the hourly rates as shown above.

Both parties herein agree to keep all information relating to this project and Agreement confidential.

ATTACHMENT "B"
SUPPLEMENTAL SCOPE OF SERVICES

EXHIBIT B
(SUPPLEMENTAL SCOPE OF SERVICES)
(Incorporated by way of 2017 Second Amendment to Master Agreement)

City hereby engages Consultant, and Consultant agrees to provide the additional scope of services to City in regards to the Ross-Nissan existing sign, as follows:

- Continued due diligence necessary to acquire the property including: title, environmental ESA Phase I, etc. in conjunction with the acquisition of a fee interest in the site and sign by Client.
- Work with Client and Property Owner to finalize the Purchase and Sale Agreement and manage the scope of work with the escrow/title company to close of escrow.
- Work with City Staff to obtain approval of the revised sign ordinance.
- Work with the selected sign company and Client to finalize a conceptual design.
- Work with Clients legal counsel on the business aspects of a RFP, to solicit interest from qualified sign companies.
- Work with Clients legal counsel on the business aspects of a Lease Agreement.
- Gage interest from qualified sign companies.
- Publish and act as lead contact during the RFP process, to develop answers to questions, etc.
- In conjunction with Client, review and make recommendations on responses from sign companies during the RFP process.
- Interface with Caltrans Outdoor Advertising Division regarding permitting process, as required.
- Attend up to 2 public hearings (Planning Commission and Council) at the direction of Client, as required.

COMPENSATION

In it's capacity under this Agreement, Consultant shall receive fees, as set forth in the Rate Schedule as referenced herein, which rates may be adjusted annually on July 1.

RATE SCHEDULE
2017/2018

The following are the hourly rates for each position:

Principal	$225.00/Hr
Senior Project Manager	$175.00/Hr
Project Manager	$125.00/Hr
Assistant Project Manager	$ 100.00/Hr
Administrative/Clerical	$ 65.00/Hr

Invoices will be issued monthly, and will be due and payable upon receipt. All other costs, such as phone, fax, or travel outside the Bay Area or Sacramento, overnight delivery charges, blueprints, etc., and additional costs, shall be reimbursed at cost. All payments will be delinquent after 30 days, and shall bear interest at 1 1/2% per month.

A Not to Exceed fee shall be TWENTY THOUSAND DOLLARS ($20,0000.00). This amount will include a maximum outside fee of Four Thousand Dollars for an ESA Phase I on the site. An estimate is not a fixed fee and does not constitute a commitment to perform services for that amount, or an obligation for the Client to pay that amount. Client consent will be obtained before Consultant charges for fees that exceed the stated budget.

Preparing to serve, or serving as a consultant or witness in any litigation, arbitration or other legal proceedings will be charged at 1.5 times the hourly rates as shown above.

Both parties herein agree to keep all information relating to this project and Agreement confidential.

For Internal Reference Only:
Contract No. 16CM03022.1A

2016

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

(Consultant: Terra Realty Advisors, Inc.)

(Purpose of Engagement: Real Estate Advisory Services)

THIS FIRST AMENDMENT (hereinafter, "First Amendment") to that certain agreement entitled "2016 Professional Services Agreement – Consultant: Terra Realty Advisors, Inc. - Purpose: Real Estate Advisory Services" Contract No. 16CM03022 dated March 28, 2016 (hereinafter, "Master Agreement"), is hereby made and entered into this 7th day of November, 2016 (hereinafter, "Effective Date") by and between CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and TERRA REALTY ADVISORS, INC. (hereinafter, "CONSULTANT"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT, interchangeably.

RECITALS

This First Amendment is made and entered into with respect to the following facts:

WHEREAS, exaction of the Master Agreement was approved by the City Manager pursuant to the City Manager's signing authority under Section 3.24.070(B) of the El Monte Municipal Code; and

WHEREAS, the Master Agreement is attached and incorporated hereto as **ATTACHMENT "A;"** and

WHEREAS, the Parties now wish to expand the scope of the services and tasks to be provided by Consultant; and

WHEREAS, the Parties wish to expanded the scope of Consultant's work to include engagement and coordination by Consultant with certain sub-consultants to perform the following activities: (a) the preparation of a real estate appraisal by a MAI appraiser for the Ross Nissan sign site; (b) the development of conceptual drawings incorporating the existing Ross Nissan sign structure; and (c) the creation of a new plat and legal description for the existing Ross Nissan sign (the foregoing additional services and tasks collectively referred to herein as the "Phase II Tasks"); and

WHEREAS, the tasks contained in the prior scope of work attached as Exhibit A to the Master Agreement are referred to collectively as the "Phase I Tasks; and

WHEREAS, the capitalized term "Contract" shall refer to the Master Agreement as amended by way of this First Amendment; and

WHEREAS, the addition of the Phase II Tasks will also require the increase of the original Not-to-Exceed Sum of $12,000 for the one-year term of the Contract to a new Not-to-Exceed Sum of $30,000 for the one-year term of the Contract; and

WHEREAS, as of the date of this First Amendment Consultant's expenditures have not exceeded the original Not-to-Exceed Sum of $12,000; and

WHEREAS, this First Amendment is also approved under the City Manager's authority under 3.24.070(B) in light of the fact that the budget has not exceeded the original $12,000 Not-to-Exceed Sum and any additional expenditures attributable to the expanded Scope of Services will not exceed the City Manager's signing authority of $30,000.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The Scope of Services attached as Exhibit A to the Master Agreement is hereby repealed and replaced by a new, updated and expanded scope of services entitled "(Amended Scope of Services)" which is attached as **ATTACHMENT "B"** to this First Amendment (hereinafter, the "Amended Scope of Services" for purposes of this First Amendment). In recognition of the foregoing, the term "Scope of Services" as used in the Master Agreement shall hereinafter mean the "Amended Scope of Services" attached to this First Amendment.

SECTION 2. For purposes of this First Amendment and the Master Agreement, the term "Approved Rate Schedule" as referenced under subsection (A) of Section 1.3, shall mean the rate schedule set forth under second page of the "Amended Scope of Services". The rate schedule included as part of Exhibit "A" to the Master agreement is hereby repealed and replaced by the rate schedule set forth under page 2 of the Amendment Scope of Services.

SECTION 3. Section 2 of this First Amendment notwithstanding, the two paragraphs set forth in the Amended Scope of Services which immediately follow the list of hourly rates compensation for various classes of personnel assigned to work on behalf of Consultant are hereby repealed, deleted and of no force or effect. The two deleted and repealed paragraphs in question are as follows:

(a) The paragraph which begins with the words "Invoices will be issued…"; and
(b) The paragraph which begins with the words "PHASE II: Additional fees…"

SECTION 4. The Not-to-Exceed Sum of $12,000 as set forth under subsection (B) of Section 1.3 of the Master Agreement is hereby increased to a new Not-to-Exceed Sum of THIRTY THOUSAND ($30,000) for the initial one-year term of the Contract which commenced on March 28, 2016. All sums paid by City to Consultant under the Master Agreement shall be counted against the new $30,000 Not-to-Exceed Sum. All sums invoiced by Consultant for services rendered under the Master Agreement prior to

the Effective Date of this First Amendment shall be counted against the new $30,000 Not-to-Exceed Sum. All charges and other costs incurred by Consultant in the performance of the Master Agreement prior to the Effective Date of this First Amendment but not yet invoiced to City shall also be counted against the new $30,000 Not-to-Exceed Sum.

SECTION 5. Costs such as phone, fax, overnight courier charges, regular mail charges and/or the reproduction of blueprints shall be reimbursed at cost, however such costs shall be counted against the $30,000 Not-to-Exceed Sum. Similarly, travel outside of the following California Counties shall also be reimbursed at cost however such costs shall be counted against the $30,000 Not-to-Exceed Sum: San Francisco, San Mateo, Alameda, Contra Costa, Marin, Sonoma, Napa, Yolo, Sacramento, San Joaquin, Stanislaus, Santa Clara, Merced and Santa Cruz. Consultant shall not be reimbursed for meals or overnight lodging.

SECTION 6. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. Section 6.19 of the Master Agreement notwithstanding, this First Amendment, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents. In the event of an conflict or inconsistency between the provisions of this First Amendment, including any and all attachments to this First Amendment and the provisions of the Master Agreement, including all exhibits attached to the Master Agreement, the provisions of the First Amendment and its attachments shall govern and control but only to the extent of the conflict and no further.

SECTION 7. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed on the day and year first appearing above.

CITY:

CITY OF EL MONTE

By: _____ 11/7/2016
Jesus M. Gomez
City Manager

CONTRACTOR:

TERRA REALTY ADVISORS, INC.

By: _____

Name: Scott Sheldon

Title: President

APPROVED AS TO FORM

By: _____
Richard Padilla
Assistant City Attorney

ATTACHMENT "A"

MASTER AGREEMENT

2018

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Consultant: Terra Realty Advisors, Inc.)
(Purpose of Engagement: Real Estate Advisory Services)

THIS THIRD AMENDMENT (hereinafter, "Third Amendment") to that certain agreement entitled "2016 Professional Services Agreement – Consultant: Terra Realty Advisors, Inc. - Purpose: Real Estate Advisory Services" Contract No. 16CM03022 dated March 28, 2016 (hereinafter, "Master Agreement"), is hereby made and entered into this 16th day of October, 2018 (hereinafter, "Effective Date") by and between CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and TERRA REALTY ADVISORS, INC. (hereinafter, "CONSULTANT"). For purposes of this Third Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT, interchangeably.

RECITALS

This Third Amendment is made and entered into with respect to the following facts:

WHEREAS, execution of the Master Agreement was approved by the City Manager pursuant to the City Manager's signing authority under Section 3.24.070(B) of the El Monte Municipal Code; and

WHEREAS, on March 7, 2016, the Parties executed a first amendment to the Master Agreement ("First Amendment"); and

WHEREAS, on August 1, 2017, the Parties executed a second amendment to the Master Agreement ("Second Amendment")(The Master Agreement as amended by way of the First Amendment and the Second Amendment is attached and incorporated hereto as **Exhibit "B"** to this Third Amendment); and

WHEREAS, to amend the Master Agreement further by way of this Third Amendment for the purpose of (i) modifying the scope of services; (ii) extending the term of the Master Agreement; (iii) adjusting the total amount of compensation due the CONSULTANT under the Master Agreement; and (iv) adjusting the rate of compensation by which the CONSULTANT is paid; and

WHEREAS, this Third Amendment was approved by the El Monte City Council at its Regular Meeting of October 16, 2018 under Agenda Item No. 12.4.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The Master Agreement as previously modified by the First Amendment and the Second Amendment is modified further as follows: Exhibit "B" to the Second Amendment which is entitled "Supplemental Scope of Services – Incorporated by way of 2017 Second Amendment to Master Agreement" is hereby repealed and replaced with the document attached as Exhibit "A" to this Third Amendment and entitled "Amendment No. 3 Scope of Services – Attached as exhibit to Third Amendment to Master Agreement" (hereinafter the "2018 Amended Scope of Services")

SECTION 2. For purposes of this Third Amendment and the Master Agreement, the term "Approved Rate Schedule" as referenced under subsection (A) of Section 1.3 of the Master Agreement, the First Amendment, the Second Amendment and this Third Amendment, shall mean the rate schedule set forth under in the 2018 Amended Scope of Services. The foregoing notwithstanding, the revised rates set forth under 2018 Amended Scope of Services shall apply prospectively commencing as of the later of the following: (a) November 1, 2018; (b) the date by which all of the Parties have executed this Third Amendment.

SECTION 3. Notwithstanding anything in the Master Agreement as amended by way of the First Amendment and the Second Amendment to the contrary, by execution of this Third Amendment, the Parties agree that the Term of the Master Agreement as amended by way of all subsequent amendments shall expire on December 31, 2019 unless extended by the Parties.

SECTION 4. In addition to and above expenditure limits previously authorized under the Master Agreement as amended by way of the First Amendment and the Second Amendment, by execution of this Third Amendment, the Parties agree that the currently applicable Not-to-Exceed sum is hereby increased by an additional Twenty-Five Thousand Dollars ($25,000) for the period covering the Effective Date of this Third Amendment to the December 31, 2019.

SECTON 5. References to the capitalized term "Contract" as set forth in the Second Amendment shall, for purposes of the Second Amendment, mean and refer to the Master Agreement as amended by way of the First Amendment".

SECTION 6. Except as otherwise set forth in this Third Amendment, the Master Agreement as previously amended by way of the First Amendment and the Second Amendment shall remain binding, controlling, and in full force and effect. Section 6.19 of the Master Agreement notwithstanding, this Third Amendment, together with the Master Agreement, the First Amendment and the Second Amendment, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents. In the event of a conflict or inconsistency

between the provisions of this Third Amendment, including Exhibit "A" to this Third Amendment and the provisions of the Master Agreement, the First Amendment or the Second Amendment and any exhibits attached thereto, the provisions of the Third Amendment shall govern and control but only to the extent of the conflict or inconsistency and no further.

SECTION 7. The provisions of this Third Amendment shall be deemed a part of the Master Agreement as previously amended by way of the First Amendment and the Second Amendment and except, as otherwise provided under this Third Amendment, the Master Agreement as previously amended by way of the First Amendment and the Second Amendment and all provisions contained therein shall remain binding and enforceable.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to be executed on the day and year first appearing above.

CITY:

CITY OF EL MONTE

By:_____
Alex Hamilton
City Manager

CONTRACTOR:

TERRA REALTY ADVISORS, INC.

By:_____

Name: Scott Shelden

Title: President

APPROVED AS TO FORM

By:_____
Richard Padilla
Assistant City Attorney

EXHIBIT A

(AMENDMENT NO. 3 SCOPE OF SERVICES)
(Attached as exhibit to Third Amendment to Master Agreement)

City hereby engages Consultant, and Consultant agrees to provide the additional scope of services to City regarding the Ross-Nissan existing sign, as well as negotiation with American Outdoor Advertising to change two existing static signs to digital signs, as follows:

- Work with Client and Property Owner (Jim Ross) to finalize a long term lease agreement for the existing sign.
- Work with the selected sign company (Outfront Media) and Client to finalize a conceptual design.
- Work with Clients legal counsel on the business aspects of an Operating (Sublease) Agreement with the selected sign company.
- Interface with Caltrans Outdoor Advertising Division regarding permitting process, as required.
- Attend up to 2 public hearings (Planning Commission and Council) at the direction of Client, as required.
- Negotiate with American Outdoor sign company (Mr. Stuart Riddle) to upgrade 2 existing static billboard signs located on the I-10 to digital signs.
- Work with Client and American Outdoor to document a conversion with a Development Agreement.
- Work with City Staff to negotiate potential ROW issues (Fed Ex site) and access to 2nd site.
- Assist City staff to process a Development Agreement with American Outdoor.
- Other coordination and due diligence matters as agreed to between Client and Consultant.

COMPENSATION

In its capacity under this Agreement, TRA shall receive fees, as set forth in the Rate Schedule as referenced herein, which rates may be adjusted annually on July 1, commencing as of July 1, 2019 and subject to the prior written approval of the City Manager.

RATE SCHEDULE
2018/2019

The following are the hourly rates for each position:

President	$245.00/hr
Executive Vice President	$200.00/hr
Senior Vice President	$170.00/hr
Vice President	$125.00/hr
Director of Due Diligence/Research	$ 95.00/hr
Administrative/Clerical	$ 65.00/hr

Invoices will be issued monthly and will be due and payable upon receipt. All other costs, such as phone, fax, or travel outside the Bay Area or Sacramento, overnight delivery charges, blueprints, etc., and additional costs, shall be reimbursed at cost. All payments will be delinquent after 30 days and shall bear interest at 1 1/2% per month.

The following is a budget estimate of fees likely to be incurred for our services based on the attached Scope of Services. An estimate is not a fixed fee and does not constitute a commitment to perform services for that amount, or an obligation for the Client to pay that amount. Client consent will be obtained before TRA charges for fees that exceed the stated budget. Estimated fee is Twenty Five Thousand Dollars ($25,000.00).

Preparing to serve or serving as a consultant or witness in any litigation, arbitration or other legal proceedings are additional costs, and will be charged at 1.5 times the hourly rates as shown above.

Both parties herein agree to keep all information relating to this project and Agreement confidential

ATTACHMENT "B"

MASTER AGREEMENT AS AMENDED BY WAY OF THE FIRST AMENDMENT AND THE SECOND AMENDMENT

For Internal Reference Only:
Contract No. 16CM03022.1B

2017

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

(Consultant: Terra Realty Advisors, Inc.)

(Purpose of Engagement: Real Estate Advisory Services)

THIS SECOND AMENDMENT (hereinafter, "Second Amendment") to that certain agreement entitled "2016 Professional Services Agreement – Consultant: Terra Realty Advisors, Inc. - Purpose: Real Estate Advisory Services" Contract No. 16CM03022 dated March 28, 2016 (hereinafter, "Master Agreement"), is hereby made and entered into this 1st day of August, 2017 (hereinafter, "Effective Date") by and between CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and TERRA REALTY ADVISORS, INC. (hereinafter, "CONSULTANT"). For purposes of this Second Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT, interchangeably.

RECITALS

This Second Amendment is made and entered into with respect to the following facts:

WHEREAS, execution of the Master Agreement was approved by the City Manager pursuant to the City Manager's signing authority under Section 3.24.070(B) of the El Monte Municipal Code; and

WHEREAS, on November 7, 2016, the Parties executed an amendment to the Master Agreement ("First Amendment")(The Master Agreement as amended by way of the First Amendment is attached and incorporated hereto as **Exhibit "A"** to this Second Amendment);

WHEREAS, the Parties now wish to (i) supplement the scope of the services and tasks to be provided by Consultant; (ii) extend the term of the Master Agreement; and (iii) increase Consultant's hourly rates of charge.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The Contract is modified by the addition of a supplemental Scope of Services which is attached to this Second Amendment as **Exhibit "B"** (hereinafter, the "Supplemental Scope of Services").

SECTION 2. For purposes of this Second Amendment and the Master

Agreement, the term "Approved Rate Schedule" as referenced under subsection (A) of Section 1.3, shall mean the rate schedule set forth under the second page of the "Supplemental Scope of Services" as used in the Master Agreement and the First Amendment.

SECTION 3. Notwithstanding anything in the Contract to the contrary, the Parties further agree that the term of the Contract shall not expire until June 30, 2018. The foregoing shall not be construed to limit the City's right to terminate the Contract at an earlier day either for cause or for convenience as provided elsewhere in the Contract.

SECTION 4. Except as otherwise set forth in this Second Amendment, the Master Agreement as previously amended by way of the First Amendment shall remain binding, controlling, and in full force and effect. Section 6.19 of the Master Agreement notwithstanding, this Second Amendment, together with the Master Agreement and the First Amendment, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents. In the event of an conflict or inconsistency between the provisions of this Second Amendment, including any and all attachments to this Second Amendment and the provisions of the Master Agreement or the First Amendment, the provisions of the Second Amendment shall govern and control but only to the extent of the conflict and no further.

SECTION 5. The provisions of this Second Amendment shall be deemed a part of the Master Agreement as previously amended by way of the First Amendment and except, as otherwise provided under this Second Amendment, the Master Agreement as previously amended by way of the First Amendment and all provisions contained therein shall remain binding and enforceable.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed on the day and year first appearing above.

CITY:

CITY OF EL MONTE

By: 8/1/2017
Jesus M. Gomez
City Manager

CONTRACTOR:

TERRA REALTY ADVISORS, INC.

By:

Name: Scott Shelden

Title: President

APPROVED AS TO FORM

By:
Richard Padilla
Assistant City Attorney

ATTACHMENT "A"

MASTER AGREEMENT

EXHIBIT “B”
SUPPLEMENTAL SCOPE OF SERVICES

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SCOPE OF SERVICES

Phase II:

- Work with Client to identify and prioritize new potential billboard sign locations on property owned by the Client and third party property owners including, but not limited to:
    - Stuart Riddle, dba American Outdoor, Inc. (potential 2 billboard signs + real property) on I-10
    - El Monte City School District on I-10
    - Clear Channel Outdoor, potential new sign on I-10 & digital conversion on SR-19
    - Outfront Media Ross Nissan Sign on I-10
    - Outdoor Associates, LLC; Evergreen Associates, LLC
    - Other sign companies and property owners
- Work with each sign company to negotiate a Development Agreement on selected sites.
- Finalize all legal issues for the Ross Nissan billboard sign to be constructed with Jim Ross including: rent payment, tree removal with Caltrans, construction oversight, etc.
- Work with the Client on the removal of two Fletcher Park signs (Regency Outdoor). Obtain and coordinate bids for removal.
- Includes four (4) meetings with Client to discuss options and strategies.
- Attend Planning Commission and City Council meetings for the approval process on each new sign.
- Act as lead negotiator, on behalf of Client, to develop responses and assist in processing new Development Agreements, etc.
- Review and comment on CEQA documents and staff reports for each sign opportunity on behalf of City.
- Interface with Caltrans Outdoor Advertising Division regarding permitting process, as required.
- Work with Client on other real property and/or sign opportunities as agreed between the Parties.
- Work with Client on the acquisition of the Channel land site, in conjunction with property owner (Stuart Riddle).

EXHIBIT A – Compensation of the Consultant

In its capacity under this Agreement, TRA shall receive fees, as set forth in the Rate Schedule as referenced herein, which rates may be adjusted annually on July 1.

RATE SCHEDULE
2019/2020

The following are the hourly rates for each position:

President	$245.00/hr
Executive Vice President	$200.00/hr
Senior Vice President	$175.00/hr
Vice President	$135.00/hr
Director of Due Diligence/Research	$105.00/hr
Administrative/Clerical	$ 75.00/hr

Invoices will be issued monthly and will be due and payable upon receipt. All other costs, such as phone, fax, or travel outside the Bay Area or Sacramento, overnight delivery charges, blueprints, etc., and additional costs, shall be reimbursed at cost. All payments will be delinquent after 30 days and shall bear interest at 1 1/2% per month.

The following is a budget estimate of fees likely to be incurred for our services based on the attached Scope of Services. An estimate is not a fixed fee and does not constitute a commitment to perform services for that amount, or an obligation for the Client to pay that amount. Client consent will be obtained before TRA charges for fees that exceed the stated budget. The initial budget estimate for the attached scope of work is set at Forty Thousand Dollars ($40,000.00).

It is anticipated that each non-City owned sign will pay a processing fee to the City as part of their Development Agreement. This fee will become a reimbursement to the City for work TRA does on their behalf. Agreements or term sheets to date include reimbursement from Riddle ($35,000); Outdoor Associates ($25,000), for a current estimated reimbursement of Sixty Thousand Dollars ($60,000).

Preparing to serve or serving as a consultant or witness in any litigation, arbitration or other legal proceedings are additional costs, and will be charged at 1.5 times the hourly rates as shown above.

Both parties herein agree to keep all information relating to this project and Agreement confidential.

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SCOTT ROBERT SHELDON

Professional Biography:

- **Terra Realty Advisors, Inc. Fairfield, CA**
  President 2008 – Present
- **Premier Commercial Inc., Fairfield, CA**
  Founding Principal 1995 – 2009
- **Solano Development, Inc. Fairfield, CA**
  Director of Real Estate Development 1991 – 1995
- **Wiseman Sheldon, Fairfield, CA**
  Founding Principal 1985 – 1990
- **August Financial Corp., Long Beach, CA**
  VP Real Estate Acquisitions 1981 – 1985
- **Consolidated Capital Companies, Emeryville, CA**
  VP Real Estate Acquisitions/Sales 1980 – 1981
- **Crown Realty Gallery of Homes, Napa, CA**
  Real Estate Broker 1977 – 1980

Education:

Pepperdine University Malibu, CA: MBA 1982 – 1985
Pacific Union College St. Helena, CA: BA Studies 1970 – 1974

Professional Organizations:

IRWA Chapter 2 San Francisco
CASH - California Coalition for Adequate School Housing
CASBO - California Association of School Business Officials
Chamber of Commerce, Fairfield
Solano Economic Development Corporation
California Real Estate Broker, 1977

Recent Experience:

Campbell Union High School District, San Jose, CA: Development & entitlement consulting for a mixed-use project including self storage, memory care, daycare and residential developments. $50M exchange for new district office + $120M in ground lease payments over 66 years.
City of Rohnert Park, CA: Acquired a 6,500 sf. office building for future City uses. 2017
Caltrans, Los Angeles, CA: Expert Witness for Caltrans on I-10 HOV and I-215 interchange land acquisitions. 2015—2017
ICON Aircraft, Inc.: Manufacturing Facility for new sport airplanes. Vacaville, CA.
Total value estimated $19M. 2012—2015
Centinela Valley Union HS District: Eminent Domain real property consulting to acquire land and building. Lawndale, CA. Total value $5.85M. 2012—2013
City of Fairfield, CA: Eminent Domain, real property consulting to acquire right of way, and a restaurant building adjacent to I-80. Total value $3M. 2010—2012
Solano Irrigation District (Bureau of Reclamation): Development and construction oversight for Corp yard and Headquarters Building. Vacaville, CA. Total value $19M. 2008—2013

Professional Experience

- Licensed California Real Estate Broker: 1977 - Present
- Committee Member, City of Fairfield's General Plan Task Force: 1988 - 1992.
- Instructor, University of California, Davis: "Real Estate Development and Finance: 1989 - 1993.
- Board of Directors, North Bay YMCA: 1989 - 1994.
- Board of Directors, Solano Economic Development Corporation: 1991 - 1992.
- Juror, City of Fairfield Design Awards Program: 1992.
- C-Chairman "Let's Build a Playground" Community Group: 1991 – 1992.
- Chairman & President of Board of Directors, Fairfield Community Services Foundation: 1993 - 2001.
- Member, City of Fairfield Affordable Housing Task Force: 1994 - 1995.
- Member, City of Fairfield AB1600 Fee Impact Committee: 1994 -1996.
- Designation: California Association of Local Economic Development (CALED), Certified Economic Development Expert: 1995
- National Registry: Who's Who in America: 1998
- Award: City of Fairfield Merit Award for Project Management, Gateway Courtyard Retail Center: 2002
- Business of the Year Award, Premier Commercial, Inc.: 2004
- Eminent Domain Action (IRC 1033), County of Solano: 2008
- Eminent Domain Action, City of Fairfield Transportation Project: 2009 - 2010
- Eminent Domain Action, Centinela Valley Union High School District: 2012 - 2014
- Member Fairfield Redevelopment Agency Oversight Board: 2012 – Present
- Member Suisun City Redevelopment Agency Oversight Board: 2012 – Present
- Eminent Domain Expert Witness, Caltrans I-10 road widening: 2014 – 2015
- Eminent Domain Action, Caltrans SR 138 road widening: 2015 - 2016
- Member Technical Advisory Committee, Heart of Fairfield Specific Plan: 2014 – Present
- Executive Board of Directors, Solano EDC: 2015 – Present.
- Eminent Domain Consultant, Caltrans I-15, I-215 road widening: 2016 – 2017
- Eminent Domain Consultant, Los Angeles County MTA, road widening: 2019

Professional Speaking Experience

- Multiple City Planning Commission & City Council presentations over 35 years as a developer and consultant throughout the State of California.
- Multiple City & County Special Boards presentations over 35 years as a developer and consultant throughout the State of California.
- Multiple presentations to public agency boards in open & closed session meetings.
- Multiple presentations before community groups for various development projects throughout the State of California: public and private sector.
- Multiple speaking engagements before Rotary, Kiwanis, Lions Club, Soroptimist, service organization for charitable organizations and economic development over the past 35 years.
- Multiple speaking engagements before Chamber of Commerce throughout the State of California.
- Multiple presentations and speaking engagements in a workshop setting for the Coalition for Affordable School Housing (CASH).
- Multiple presentations and speaking engagements in a workshop setting for the California Association of School Business Officials (CASBO).
- Multiple presentations and speaking engagements in a workshop setting for the International Right of Way Association (IRWA).

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Terra Realty Advisors, Inc. - Profile

Scott Sheldon is the founding Principal and President of Terra Realty Advisors, Inc. In addition, we have a dedicated staff providing research, analysis and due diligence on behalf of our clients. Terra Realty Advisors, Inc. was formed in 2008 to broaden and expand our public and private sector real estate consulting practice. We have extensive experience in the development, construction and ownership of Class "A" office buildings in California, Colorado and Washington. We have also developed or acquired retail shopping centers, together with industrial "tilt-up" warehouses, apartment buildings, single-family home subdivisions, schools (public & private), and religious buildings throughout the Western United States. Our projects combined value is over $1 billion dollars.

Our consulting practice includes working with private owners and public agencies in the development, construction and/or acquisition of land for school sites, airport expansion, outdoor billboard signs, cell sites, golf course communities, hotels/resorts, storage facilities, corporation yards, auto body shop, car washes and single-family homes. During the past twenty years, we have assisted many public agencies, including Cities, Counties and School Districts, throughout California with their strategic real estate needs, including: the development of public service buildings, negotiating and structuring acquisitions, sales and property exchanges, providing asset management solutions for the short and long term needs of our Clients, and interfacing with the development community to originate and implement mutually beneficial results for both. In addition, we are an expert witness and consultant for Caltrans in real estate matters and have extensive experience in eminent domain matters.

Our forty plus years of real estate experience allows us to be a leader in real property due diligence investigations, including forensic analysis of title, land and buildings, as well as other land use matters. We have successfully completed eminent domain work as lead negotiator and expert witness on behalf of several public agency clients; working with attorneys, appraisers, civil engineers and other consultants in both the San Francisco Bay Area and Southern California. Our method is to recognize the goals and constraints of our Clients and the property, and to formulate and implement creative, market driven solutions to meet their needs, with the best information available.

Our knowledge of the strategic requirements of our Clients, as it relates to the use, development, due diligence coordination, entitlement and approval processes for their real estate assets, and being able to successfully complete projects and assignments, is unparalleled. A combination of professional experience and knowledge allows Terra Realty Advisors, Inc. to successfully manage and provide timely advice to meet all your real estate needs.

450 Chadbourne Road Suite G, Fairfield, CA 94534 • 707-639-1000/p • 707-312-5200/f • www.terraadvisors.net

Our Philosophy

Our organizational model revolves around active management and establishing and maintaining complete and clear lines of communication. Our flat organizational structure allows us flexibility in adapting to changing situations and markets. We accomplish this through constant monitoring and tracking of events that have happened, are happening, and need to happen. Using proprietary computer models, accounting software, scheduling software, and other databases, the team at Terra Realty Advisors, Inc. is fully committed to your real estate needs. We allocate and commit the necessary resources and personnel to accomplish our tasks in a timely way, and our past record demonstrates this ability.

Terra Realty Advisors, Inc.'s approach to our assignments are straightforward and clear; with the goal to provide timely and good quality information to our Clients, so informed decisions can be made rapidly and cost effectively, while understanding the implications of those choices. With Terra Realty Advisors, Inc. being the central repository for all information, schedules, and budgets, we are able to quickly and expeditiously answer questions and provide timely information and proposed direction, to keep everything on track and on budget. We are also the "Vital Records" keeper for all our Clients, so questions and information can be dealt with quickly, both during and after a projects' completion. To help make this happen, we have invested and embraced technology to assist us in all parts of our business; with the goal of being a "paperless" office achieved over 7 years ago.

Accurate and timely information on which to base decisions will help ensure success for our Clients. Creative solutions, with an iterative approach to resolving issues, will allow our Clients to focus on macro-decisions, not micro-processes to achieve their goals. Our approach and philosophy has proved successful time and time again for both our public, as well as private sector clients.

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REPRESENTATIVE PROJECTS LIST

Development/Acquisition:

Edgewater Core Apartments Jackson, MS	114 units	1981-1982
CHG Plaza Office Federal Way, WA	20,980 sf.	1982-1983
Cedar Ridge Apartments Lakewood, CO	96 units	1982-1983
Siesta Hills Shopping Center Albuquerque, NM	88,320 sf.	1983-1984
Lodi Oaks Apartments Lodi, CA	107 units	1983-1984
The Globe Office Building Mercer Island, CA	22,100 sf.	1983-1984
Amador Plaza Shopping Center Amador, CA	102,000 sf.	1983-1984
Walnut Creek Business Center Austin, TX	99,600 sf.	1983-1984
Cedar Park Apartments Spokane, WA	96 units	1983-1985
Crocker's Lockers Self Storage Fairfield, CA	34,000 sf.	1985-1986
Corporate Plaza Office Fairfield, CA	40,000 sf.	1987-1989
1300 Executive Center Office Fairfield, CA	60,000 sf.	1989-1991
333 Sunset Office Suisun, CA	72,000 sf.	1990-1992
Skyline Commercial Center Fairfield, CA	13,000 sf.	1991-1992
Waterman Professional Center Fairfield, CA	22,000 sf.	1992-2003
Village Retail Center Fairfield, CA	22,500 sf.	1995-2004
Ross Dress for Less Fairfield, CA	32,000 sf.	1996-1998
Solano Office of Education Fairfield, CA	33,000 sf.	1997-1998
Gateway Courtyard Retail Center Fairfield, CA	140,000 sf.	1997-2015
Health & Social Services Office Fairfield, CA	115,000 sf.	1999-2001
Solano County Government Center Fairfield, CA	300,000 sf.	1999-2001
Brea Mixed Use Brea, CA	13,000 sf.	1999-2001
St. Andrew's Parish & School Saratoga, CA	90,000 sf.	2001-2007

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Freedom Plaza Office Condo Fairfield, CA	20,000 sf.	2003-2005
Bethany Lutheran K-8 School Vacaville, CA	18,000 sf.	2004-2006
Bellview Apartments Los Angeles, CA	36,500 sf.	2007-2010
Hajoca Building - Centinela Valley UHSD Lawndale, CA	30,000 sf.	2012-2013
Marina Office Building Lease - WCCUSD Richmond, CA	23,000 sf.	2013-2017
Office Building Rohnert Park, CA	6,500 sf.	2017
Office Building Woodland – Yolo County HS&S	63,000 sf.	2020

Land Acquisition – Entitlements:

Windrift Homes Suisun, CA	5 units	1993-1994
River Oaks Housing Fairfield, CA	28 lots	2003-2006
Travis Unified School District Vacaville & Fairfield, CA	47 acres	2003-2008
Woodland Joint Unified School District Woodland, CA	24 acres	2005-2009
The Ranch Middletown, CA	2,300 acres	2006-2007
Nut Tree Airport Land Expansion Vacaville, CA	41 acres	2006-2008
Solano Irrigation District Vacaville, CA	10 acres	2009-2011
Fairfield USD/City of Fairfield/Caltrans Fairfield, CA	16 acres	2011-2013
ICON Land Vacaville, CA	24 acres	2014-2015
Campbell Union High School San Jose, CA	13 acres	2017-2018

Renovations:

Majestic Hotel Renovation San Francisco, CA	40,000 sf.	1981-1983
Princeton Court Apartment Rehab Fairfield, CA	24 units	1986-1988
740 Texas Street Historic Rehab Fairfield, CA	15,000 sf.	1988-1990
Various Tenant Improvements: Office and Retail, California	750 sf.	1990-Present
Brownstone Lofts Los Angeles, CA	95 units	2006-2008
Woodland Joint USD District Office Woodland, CA	40,000 sf.	2007-2009

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Specialty Projects: Lease – Development – Construction/TI:

Green Valley Master Plan Golf Community Fairfield, CA	1,200 homes	1991-1992
George's Feed Store Suisun, CA	10,000 sf.	1991-1992
Various Outdoor Advertising Signs SF Bay Area & Los Angeles, CA		1996-Present
5 Star Car Wash Fairfield, CA	3,500 sf.	1997-1998
Watson Auto Body Repair Facility Fairfield, CA	19,000 sf.	1998-2000
Mission Solano Bridge to Life Fairfield, CA	208 beds	2005-2014
El Dorado Polo Club Golf Community Indio, CA	1,000+homes	2006
Solano Irrigation District Corporation Facility Vacaville, CA	57,500 sf.	2008-2013
7 Flags Car Wash Facilities Vacaville & Citrus Heights, CA	3,000 sf.	2012-2014
ICON Aircraft Production Vacaville, CA	280,000 sf.	2012-Present
Long Beach USD – expanded parking lot	1 acres	2013
Santa Monica Malibu USD – mixed use, public-public plan	9 acres	2013-Present
Paradise Valley Estates expansion project Fairfield, CA	8.5 acres	2017-2019
Big 5 Sporting Goods Fairfield, CA	10,000 sf	2017-2018

Partial Client List: Real Property Consulting/Public:

- Travis Unified School District
- Orcutt Union School District
- Long Beach Unified School District
- Santa Monica Malibu Unified School District
- Centinela Valley Union High School District
- Montebello Unified School District
- Fairfield Suisun Unified School District
- Evergreen School District
- Campbell Union High School District
- Woodland Joint Union School District
- Chico Unified School District
- Dublin Unified School District
- Newport Mesa Unified School District
- Pajaro Valley Unified School District
- San Jose Unified School District
- Oakland Unified School District
- Compton Unified School District
- Metropolitan Education District

- West Contra Costa Unified School District
- San Rafael City School District
- Chabot Las Positas Community College District
- Solano County Office of Education
- City of Fairfield
- City of Montebello
- City of Bell Gardens
- City of Norwalk
- Vacaville Unified School District
- California Department of Transportation
- Los Angeles Metro Transportation
- City of Hawthorne
- City of Rohnert Park
- City of San Pablo
- County of Solano
- County of Yolo
- Solano Irrigation District
- Solano County Water Agency
- Vallejo Sanitation and Flood Control
- Cambrian School District
- Ukiah Unified School District

Partial Client List: Real Property Consulting/Private:

- MHI Real Estate
- Tellefsen Investments
- ICON Aircraft, Inc.
- Partnership HealthPlan of California
- Spectrum Properties, Inc.
- St. Andrews Parish + School
- Bethany Lutheran Church + School
- B + L Properties
- Solano Land Trust
- Watson Auto Body, Inc.
- Mission Solano Bridge to Life
- Jack Anthony Enterprises
- Concord Iron Works
- Holy Spirit Catholic Church
- Grace Episcopal Church
- Chris Miller Self Storage Company
- Dependable Plastics
- Shappell Properties, Inc.
- WW Acquisition, LLC
- Orbach Huff Suarez & Henderson

Partial Client List: Outdoor Advertising (Billboards):

- City of Hawthorne, CA
- Montebello Unified School District
- City of El Monte
- City of Norwalk
- City of San Pablo
- Chabot las Positas Community College
- City of Lawndale
- City of Baldwin Park
- City of Fairfield
- Centinela Valley Union High School District
- City of Montebello
- City of Bell Gardens
- Solano Irrigation District
- Metropolitan Education District San Jose, CA
- Chico Unified School District
- City of Galt, CA
- City of Lynwood
- City of N. Hollywood

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF APRIL 21, 2020

April 6, 2020

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH WALKER CONSULTANTS TO DEVELOP A SMART PARKING DETECTION SYSTEM AND SHARED PARKING PROGRAM, CIP NO. 846, FOR A NOT-TO-EXCEED AMOUNT OF $159,500

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve a Professional Services Agreement to develop a Smart Parking Detection System and Shared Parking Program, CIP No. 846, with Walker Consultants for an amount of $144,978 plus an approximate ten percent (10%) contingency for a total not-to-exceed contract amount of $159,500; and

2. Authorize the increase in appropriation in the amount of $159,500 to account 201-67-846-8221 from existing fund balance reserves.

3. Authorize the City Manager, or her designee, to execute the Professional Services Agreement.

BACKGROUND

The City seeks to develop and implement a smart parking detection system and shared parking program to effectively utilize existing parking capacity in the Downtown El Monte area. This project consists of a two phased approach: 1) implementation of a shared-use parking district for Downtown El Monte; and 2) development of a shared parking mobile application system to assist in locating available parking lots within the vicinity of Downtown El Monte, El Monte Transit Center and the Metrolink Station.

The first phase of the project will be a Strategic Planning Phase. The City plans to implement this project through the development of a shared-use parking ordinance to

replace the existing parking requirements contained in the Municipal Code. The second phase is a Demonstration/Implementation Phase of a Smart Parking System that will utilize simple cell phone devices to assess the parking availability at multiple parking lots surrounding the downtown transit-oriented district.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Public Works Department, Engineering Division sought consultant services to develop a Smart Parking Detection System and Shared Parking Program to effectively manage and utilize the existing parking capacity in the downtown El Monte area as described above.

The development of the shared-use parking policy and subsequent ordinance will be based on an evaluation of the downtown's existing parking capacity and demand. It will allow for existing businesses and future developments to meet off-site parking requirements through a shared arrangement by right rather than through the existing conditional use approval process.

The demonstration and implementation of a Smart Parking System will utilize simple cell phone devices to assess the parking availability at multiple parking lots surrounding the downtown transit-oriented district. This will provide the commuting motorist with a real time inventory of the parking spaces at each parking lot without physically driving to the lot. This will be accomplished by using wireless sensors at selected designated and participating parking lots and the development of a shared parking mobile application.

On January 14, 2020, staff advertised Request for Qualifications (RFQ, Attachment 3) on the City's website. On February 11, 2020, two (2) proposals were received. Each proposal was evaluated and ranked based on the proposer's expertise, experience and training; project approach, schedule control and compliance with the RFQ. Based on the RFQ evaluation criteria, Walker Consultants ranked the highest (Attachment 2).

It is staff's recommendation to award the Smart Parking Detection System and Shared Parking Program project to Walker Consultants for $144,978 plus an approximate ten percent (10%) contingency for a total not-to-exceed contract amount of $159,500.

FISCAL IMPACT/FINANCING

This project has not been budgeted but funds are available in the Parking Business Improvement fund. Staff requests that $144,978 plus an approximate ten percent (10%) contingency of $14,522 for a total of $159,500 be allocated from Parking Business Improvement funds (account no. 201-67-846-8211). The ten percent (10%) contingency will be utilized only by the approval of the City Manager, or her designee, for unforeseen expenditures.

CONCLUSION

Staff recommends that the City Council approve the appropriation of $159,500 from Parking Business Improvement funds; enter into a Professional Services Agreement with Walker Consultants for a not-to-exceed amount of $144,978 plus an approximate ten percent (10%) contingency for a total of $159,500 (Attachment 1); and authorize the City Manager, or her designee, to execute the professional services agreement.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BRADEN YU, P.E.
Public Works and Utilities Director

Attachment 1: Professional Service Agreement
Attachment 2: Consultant Scoring
Attachment 3: Request for Proposal

DATE: APRIL 21, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

2020
PROFESSIONAL SERVICES AGREEMENT
(Engagement: Development of Smart Parking Detection System
and Shared Parking Program)
(Parties: Walker Consultants and City of El Monte)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2020 (hereinafter, the "Effective Date") by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and Walker Consultants (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires professional consulting services to develop a Smart Parking Detection System and Shared Parking Program; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, the execution of this Agreement was approved by the El Monte City Council at its Regular Meeting of _____, 2020 under Agenda Item No. _____.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I.
ENGAGEMENT TERMS

1.1 SCOPE OF WORK:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain proposal of CONSULTANT entitled "Qualifications for Development of a Smart Parking Detection System and Shared Parking Program to Public Works

Department/Engineering Division" dated February 11, 2020 (hereinafter, the "Scope of Work") which is attached and incorporated hereto as **Exhibit "A"**. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

1.2 PROSECUTION OF WORK:

A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a Notice to Proceed. CONSULTANT shall complete the various tasks identified in the Scope of Work within the timeframes set forth in the Scope of Work and shall complete all of the Work by or before October 1, 2020 (the "Completion Date");

B. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;

C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;

D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and

E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.3 COMPENSATION: CONSULTANT shall perform the Work in accordance with the "Development of Smart Parking Detection System and Shared Parking Program-Proposal Pricing Breakdown" (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the total budgeted aggregate sum of **ONE HUNDRED FORTY-FOUR THOUSAND NINE HUNDRED SEVENTY-EIGHT DOLLARS ($144,978)** (hereinafter, the "Not-to-Exceed Sum") during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the

compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum will be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT will deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVE: The CITY hereby designates Braden Yu, Director of Public Works (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The CITY Representative or his designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or her designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Steffen Turoff, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee will supervise and direct the performance of the Work, using his best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative will constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by CITY Representative or his or her designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;

B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative.

C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;

D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.) CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;

E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and

G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.

2.5.1 SUBSTITUTION OF KEY PERSONNEL**:** Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City

shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Steffen Turoff, Director of Planning Studies.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.

2.9 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant,

employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. CONSULTANT shall also comply with all relevant provisions of CITY'S Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

2.10 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor 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 to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III.
INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars ($2,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully

comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars ($2,000,000.00) per occurrence and will be endorsed to include contractual liability.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.

3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY.

Accordingly, CONSULTANT warrants, represents and agrees that it will furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested**. All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work or any of the Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.

3.7 The insurance coverage requirements set forth under this Article 3 are in addition to any coverage requirements set forth under Section VII (Insurance Coverages) of the Scope of Work and in the event of any conflict or inconsistency between the provisions of this Article 3 and the provisions of Section VII of the Scope of Work the provisions of this Article 3 shall govern and control.

3.8 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, 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 CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.

3.9 ENFORCEMENT OF AGREEMENT PROVISIONS: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, 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 CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.

3.10 SPECIAL RISKS OR CIRCUMSTANCES. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV.
INDEMNIFICATION

4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended

by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.

4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

4.3 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article, or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.

4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

4.6 CITY does not, and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

4.8 WORK OF CONSULTANT'S DESIGN PROFESSIONALS SERVICES: The duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of Section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance, work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the City Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

4.9 WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of

the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnity, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

4.10 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.11 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers.

4.12 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

4.13 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.14 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the duties to indemnify, defend and hold harmless as set forth under this Section,

shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT will be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT will cure the following Events of Defaults within the following time periods:

i. Within ten (10) business days of CITY's issuance of a Default Notice

for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or

ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary of involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured

within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.3, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;

ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT will be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI.
MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

6.4 NOTICES: All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:
Walker Consultants
606 S. Olive Street, Suite 1100
Los Angeles, CA 90014
Attn: Steffen Turoff
Phone: (213) 335-5839

CITY:
City of El Monte
Public Works
11333 Valley Boulevard
El Monte, CA 91731
Attn: Braden Yu
Phone: (626) 580-2058

Such notices will be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

6.5 COOPERATION; FURTHER ACTS: The Parties will fully cooperate with one another, and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 SUBCONTRACTING: CONSULTANT will not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the

award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.10 GOVERNING LAW AND VENUE: This Agreement will be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.

6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.

6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.

6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

6.20 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF EL MONTE:

By:_____
Alma K. Martinez, City Manager

Date:_____

WALKER CONSULTANTS

By:_____

Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

By:_____
Richard Padilla
Assistant City Attorney

Date:_____

EXHIBIT “A”
SCOPE OF SERVICES

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT

CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF APRIL 21, 2020

ATTACHMENT 2

DEVELOPMENT OF A SMART PARKING DETECTION SYSTEM AND SHARED PARKING PROGRAM (CIP NO. 846)

CONSULTANT RANKING

Consultants	Average Score	Rank
WALKER CONSULTANTS	79.7	**1**
SARITASA, LLC	64.8	**2**

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

DEVELOPMENT OF A SMART PARKING DETECTION SYSTEM AND SHARED PARKING PROGRAM

JANUARY 2020

IMPORTANT DATES

RFQ ISSUED	JANUARY 14,2020
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	JANUARY 24, 2020
RELEASE OF INFORMATION REQUESTED	JANUARY 30,2020
STATEMENT OF QUALIFICATIONS (SOQ) DUE DATE/SUBMISSION DEADLINE: 5:00 PM	**FEBRUARY 11, 2020**
ANTICIPATED AWARD DATE	MARCH 2020
APPROXIMATE START DATE	MARCH 2020

REQUEST FOR QUALIFICATIONS (RFQ)

DEVELOPMENT OF A SMART PARKING DETECTION SYSTEM AND SHARED PARKING PROGRAM

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EXHIBIT A – SAMPLE PROFESSIONAL SERVICES AGREEMENT

1.0 Background

The City of El Monte wishes to develop and implement a smart parking detection system and shared parking program to effectively utilize existing parking capacity in the Downtown El Monte area. This project consists of a two phased approach: 1) implementation of a shared-use parking district for Downtown El Monte; and 2) development of a shared parking mobile application system to assist in locating available parking lots within the downtown El Monte, El Monte Transit Center and Metrolink Station vicinity.

The first phase is a Strategic Planning Phase. The City of El Monte plans to implement this project through the development of a Shared-Use parking ordinance to replace the existing parking requirements contained in the Municipal Code. The second phase is a Demonstration/Implementation Phase. The demonstration and implementation of a Smart Parking System will utilize simple cell phone devices to assess the parking availability at multiple parking lots surrounding the downtown transit-oriented district.

The Public Works Engineering Department utilizes outside consultants to supplement their in-house capabilities. The City of El Monte is requesting Statement of Qualifications (SOQ) and a sealed hourly rate fee schedule to provide services for the development of a Smart Parking Mobile Application System.

2.0 Scope of Services

Prospective firms should have significant experience, expertise, and familiarity in working with public agencies to provide the service(s) submitting their SOQ(s) for. In addition to specific services identified in this RFQ, it is the intent of the City that the selected firm will provide additional related support, as needed, based on an approved schedule of hourly rates or prior negotiated project specific fees.

The Scope of Work, as may be modified through negotiation and/or by written addendum issued by the City, will be made a part of the Agreement. The selected firm will be expected to furnish all personnel, materials, equipment and incidentals, to provide the services as generally described below.

The purpose of this project is to develop and implement a smart parking detection system and shared parking program to effectively utilize existing parking capacity in the Downtown El Monte area. This project consists of a two-phased approach: 1) implementation of a shared-use parking district for Downtown El Monte; and 2) development of a shared parking mobile application system to assist in locating available parking lots within the Downtown El Monte, El Monte Transit Center and Metrolink Station vicinity. The first phase is a Strategic Planning Phase and the second phase is a Demonstration/Implementation Phase.

<u>Phase One – Strategic Planning Phase</u>

The City of El Monte plans to implement this project through the development of a Shared-Use parking ordinance to replace the existing requirements contained in the Municipal Code (Chapter 17.08 – Parking Requirements). The development of the shared-use policy will be based on an evaluation of the downtown's existing parking capacity and demand. It will allow for existing businesses and future developments to meet off-site parking requirements through a shared arrangement by right rather than through the existing conditional use approval process.

The City is seeking consultant services to perform the following:

- Identify and evaluate existing parking capacity and demand
- Evaluate existing businesses and future planned developments to assess parking needs, deficiencies, etc.
- Identify and evaluate parking facilities with an existing parking sensor system
- Perform public outreach, agency coordination and marketing
- Develop a shared-use parking policy
- Develop a draft Shared-Use Parking Ordinance to replace the existing requirements in Municipal Code Chapter 17.08 – Parking Requirements

Phase Two – Demonstration/Implementation Phase

The demonstration and implementation of a Smart Parking System will utilize simple cell phone devices to assess the parking availability at multiple parking lots surrounding the downtown transit-oriented district. This will provide the commuting motorist with a real time inventory of the parking spaces at each parking lot without physically driving to the lot. This is accomplished by utilizing wireless sensors at selected designated and participating parking lots. The sensors will provide real time assessment of the parking availability and provide the motorist directions via mobile applications and optimally located wayfinding signage to the next closest available parking lot.

The City of El Monte is seeking consultant services to perform the following:

- Develop preliminary design, detailed design and prepare bid package (PS&E) for the installation of Wayfinding/Directional Signage and corresponding Wireless Sensor Equipment and the procurement of Changeable Message Signs

- Develop a shared parking mobile application system for iOS and Android phones that would display available parking in a specific parking lot. This mobile application would enable users to view the number of available parking spaces at the facility in real time from any location. Please note:
    - The application developer shall develop the hosting solutions (Cloud Provider or Cloud Hosting System)
    - The application developer shall determine the bandwidth required
    - Amazon Web Services will maintain the hardware and the City will maintain the software)

Detailed information for the proposed mobile application system is provided as follows:

The mobile application would be integrated with the PNI parking sensor system that has been installed at the location. The PNI system provides an IOT sensor that is installed in each parking space that indicates if the space is occupied. The information from these sensors is sent to a server present at the location and from there onto a cloud-based server for storage of historical parking information. The mobile application would be required to pull information from the PNI system for real time parking status and display that to the users.

Users would also be able to view a map of the facility showing the status of each parking space as occupied or empty. The application would provide a map of the facility with the parking spaces highlighted as either green (empty) or red (occupied). Users would also be able to display their vehicle's current position on the map when they are in the parking lot enabling them to see their location relative to available parking spaces.

The parking application would also provide a means for the City to share other information with the users easily. A "latest news" section of the application would provide a means to publish information to the application users. Push notifications could be used to provide notifications of events related to the parking lot such as maintenance or closures.

To use the system, users would have to download the application from the iTunes App or Google Play store(s) and install it onto their phones.

Project Scope in general includes the following:

Planning and Design

- UI Wireframes and sketches
- Graphical Designs
- Design and/or Functional specifications for City review and approval

Development

- Frontend Development for iOS and Android mobile applications
- Server Development – May be required to integrate with the PNI system
- External API Integration – To integrate with the PNI server
- QA/Testing
- Production Deployment Assistance – Deploy applications to Google Play and Apple iTunes app stores. Deployment of server to hosting environment if required.

Mobile Application Requirements/Features to include the following:

App Features

- Display number of available parking spaces in real time
- Option to navigate to the lot
    - Using native navigation – Apple Maps or Google Maps
- View a map of the lot
- Display real time status of spaces on the map
    - Occupied
    - Empty
    - Otherwise unavailable
- Display user's location on the parking map
- Ability to subscribe for push notifications
    - Would require the user to create an account
- Latest News – Ability for the City to publish news alerts to the application

Administrative Backend Requirements/Features to include the following:

Single level administration – only one administrative user type to manage all aspects of the system

Feature

- Manage User accounts
- Compose and send push notifications
- Compose and publish news to the application
- Historical parking reporting – Needs to be flushed out to understand the City's needs

<u>Production Launch to include the following:</u>

- Server selection consulting
- Server configuration and setup
- Code and database migration to production server
- Assistance in deploying applications to iTunes and Google Play app stores. Applications should be submitted under a city developer account

<u>Analytics to include the following:</u>

User Analytics

- Install standard analytics code (Google Analytics)
- Define and configure for Event Tracking so that the City can understand application usage patterns

<u>Supported Devices to include the following:</u>

Apple® iOS11.x & iOS12 running on the following devices:

- iPhone only (non-Universal)

Mobile

- iPod Touch® 6th generation
- iPhone® 6, 6S, 6 Plus, 6S Plus, 7, 7 Plus, 8, 8 Plus, X, XS, XS Max, XR

Adaptive Designs for the following resolutions:

Mobile: Orientation Portrait & Landscape

- Designed for 750 x 1334
- Adapted for 640 x 1136 & 1080 x 1920

Android® Marshmallow, Nougat, Oreo, Pie (v6.0 – 9.0)

- Designed with a support flexible screen resolution

Supporting and testing on:

- Mobile: Samsung Galaxy S7, S8, S9, S10, S10e, S10+; Google Pixel 2, 3, & Pixel 3XL

Compatible with Microsoft Edge 42 and higher KHTML Based Browsers (Safari v.10.0+, Chrome v.70+ on Mac and Windows); Gecko Based Browsers (FireFox v.63+ on Mac and Windows)

Technology Stacks & Development Platforms to include the following:

- Native Apple® iOS SDK utilizing Objective C, Swift
- Native Android® OS SDK utilizing Java or Kotlin
- Linux OS – CentOS 7
- Windows Server 2016+
- MySQL 8/PostgreSQL 11/MS SQL Server 2016+
- PHP 7 (Laravel) / Python 3.6 (Django 2.1) / .NET Framework 4.7 / .NET Core 2.1
- HTML 5 / CSS 3
- Angular 7+ / ReactJS 16.8+ / Vue.js 2 / jQuery
- Amazon AWS / Microsoft Azure / Google Cloud
- Unity3D

3.0 Qualification Format

All firms shall include the following information and comply with the associated page limit restrictions and one limited to 20 pages or less. Note that one (1) page includes the front side of an 8.5”x11” sheet of paper and the cover does not constitute a page.

1) **Cover Letter.** Maximum 1-page cover letter signed by an officer of the firm, binding the firm to all of the commitments made in the submittal. The letter shall include name, address and phone number of the person authorized to represent the firm and shall include the following Statement:
    a. I HAVE READ UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR QUALIFICATIONS AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS/AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.

2) **Proposer’s Background.** Maximum 2-page background on the proposer and its area(s) of professional expertise relevant to this RFQ. An additional one (1) page may be included to highlight the background of each proposed sub-consultant to be used by the firm and the specific task(s) or functions the sub-consultant will perform.

3) **Qualifications and Experience of Proposer’s Personnel.** Summary of the relevant experience, work history, training, education and special certifications of the proposer’s personnel who will be performing the professional services contemplated under this RFQ on the proposer’s behalf. Briefly discuss the Consultant team's qualifications and experience with program management of a similar magnitude and nature. Proposers shall provide identical information for all sub-consultants’ performing any of the tasks or services contemplated under this RFQ on the proposer’s behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant

experience can include your company's overall experience, experience with similar programs and the experience of individuals on your proposed team. Show how your experience relates to the demands of the services to be provided. Professional licenses in the consultant's specific discipline relative to the discipline the SOQ(s) being submitted is required.

4) **Project Approach.** The firm shall explain the way in which the firm will timely complete all of the tasks called for under the RFQ. Include a brief overview of the Consultant's understanding of the program. The content will reflect the particular viewpoint of the Consultant.

5) **Proposed Personnel.** Resumes for the project manager and 1-page resume for each of the other key personnel, including sub-consultants, which will be performing the majority of the work on this contract. Resumes for corporate leadership should not be included unless said individuals will be performing substantial work on this program. The designated Project Manager (where occurs) shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.

6) **Quality Assurance/Quality Control Procedures.** Brief description of the consultant's approach to implementing a Program-specific Quality Control approach. The Proposer shall describe the firm's policies and procedures for assuring high quality work, including monitoring of any proposed sub-contracts. Identify the QA/QC manager and his qualifications.

7) **References.** Each firm must include at least three public agency references going back no more than five (5) years from the issuance of this RFQ in which the firm was engaged to perform tasks similar to those requested under this RFQ. References should place an emphasis on past programs in which the personnel to be used by proposer for this project were deployed. The references should include the name, title and contact information of the public agency officer or employee responsible for overseeing the proposer's work with contact information.

8) **Fee/Rate Schedule.** A detailed all-inclusive schedule of rates for each proposed personnel that may be tasked to complete the Project. The Task-specific shall clearly identify an hourly rate schedule for the proposed staff. The rate schedule shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses). To the extent that a prime consultant contemplates the use of sub-consultants to perform any one or more of the above described tasks on the proposer's behalf, the firm shall include a List of Sub-consultants identifying all sub-consultants and state the fee for each sub-consultant in the Fee Schedule. In so far as the firm's qualifications contemplates an increase in compensation rates or charges during the term of the portion of the PSA or any extension term, the firm shall clearly indicate when such increases will take effect and by how much.

a. The Fee/Rate Schedule shall be delivered in a separate sealed envelope which is plainly marked on the outside "**REQUEST FOR QUALIFICATIONS FOR DEVELOPMENT OF A SMART PARKING DETECTION SYSTEM AND SHARED PARKING PROGRAM TO PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION**". The envelope shall contain the name and address of the consultant clearly marked on the outside. **There shall be a separate fee schedule with a fairly detailed itemized cost for completing this effort.**

The City reserves the right to delete specific task(s).

4.0 Evaluation Criteria

Each firm shall be evaluated on the basis of the proposer's expertise, experience and training and the expertise of its key personnel along with prior contracting history, approach to the program, Fee/Rate Schedule and compliance with the RFQ requirements including the terms of the attached PSA. Each such factor shall be weighted by the City as follows:

1) **Expertise, Experience & Training Plus Prior Contracting History (40%)** – The expertise, experience and training of the proposer and its key personnel and previous experience with similar work in similar fields and qualifications and depth of the staff that will perform the work on this project. This factor includes evaluation of the proposer's prior contracting history, including the review of the proposer's certifications relating to false claims, debarment and civil litigation.

2) **Project Approach (40%) –** The proposer's responsiveness in addressing the City's specific needs.

3) **Fee/Rate Schedule (10%)** – The proposed compensation structure (inclusive of hourly rates of compensation, pass through costs and sub-consultant costs) for the performance of the Scope of Service as outlined in Section 2.

4) **Compliance with RFQ (10%)** – The ability of the proposer to comply with all instructions set forth under this RFQ as well as the proposer's ability to agree to all of the terms and conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care.

5.0 Selection Process

A selection committee, comprised of City staff will review the qualifications. Firms will be ranked on qualifications and the selection committee may choose to interview several of the top ranked firms. However, at its sole discretion the selection committee may dispense with interviews and select proposer/multiple proposers to provide the required services.

6.0 Qualification Requirements

SOQ must be submitted using the following methods: Four (4) printed copies of your SOQ must be received prior to the Submission Deadline. SOQ shall be submitted to the following address:

City of El Monte – City Hall West
Department of Public Works – Engineering Division
11333 Valley Boulevard
El Monte, CA 91731-3293

ATTN: **Braden Yu**
Public Works Director

Subject: **REQUEST FOR QUALIFICATIONS FOR DEVELOPMENT OF A SMART PARKING DETECTION SYSTEM AND SHARED PARKING PROGRAM TO PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION**

SOQ may be submitted via personal delivery, overnight courier (e.g., FedEx or UPS) or U.S. Mail. SOQ must be received by or before the Submission Deadline. SOQs that are deposited with an overnight courier or post marked prior to the Submission Deadline but received after the Submission Deadline will not be considered by the City. Submitted SOQs shall be maintained as confidential records of the City up to the Submission Deadline. Firms may withdraw, modify and/or resubmit a SOQ prior to the Submission Deadline but not after. Firms shall be bound to the terms of their SOQ following the Submission Deadline, however, the City, in its sole and absolute discretion, reserves the right to accept post deadline modifications if it is determined that such modifications are in the best interests of the City. The City also reserves the right to waive minor non-substantive informalities or allow the firms to correct them.

1) Proposers shall be solely and exclusively responsible for all costs incurred in connection with the preparation and submission of the SOQ; demonstrations; interviews; preparation of responses to questions and requests for additional information; for contract discussions; or for anything in any way related to this RFQ. The City is not liable for any costs incurred by firms submitting their SOQ in response to this RFQ. Whether or not a firm is awarded a contract pursuant to this RFQ, no firm shall be entitled to reimbursement for any costs or expenses associated with the firm's participation in this RFQ process.

2) Late SOQs will not be considered.

3) The City reserves the right to reject any and all SOQs received as a result of this RFQ. The City's potential award of a contract will not be based on any single factor nor will it be based solely or exclusively on the Fee/Rate Schedule. If a contract is awarded, it will be awarded to the proposer who in the judgment of the City has presented an

optimal balance of relevant experience, technical expertise, quality of service, work history and other factors which the City may consider relevant and important in determining which firm(s) are best for the City.

4) The City reserves the right to cancel or modify this RFQ. There is no guarantee that the City will award contract.

5) The City reserves the right to investigate the qualifications of any proposer under consideration including proposed subcontractors and parties otherwise related to the proposer and require confirmation of information furnished by a proposer, or require additional evidence of experience and qualifications to provide the services or otherwise discharge the obligations required by this RFQ.

6) Following the Submission Deadline, the City, pursuant to the California Public Records Act (Govt. Code Section 6250 et seq.) reserves the right to make copies of all submitted SOQs available for inspection and copying by any interested member of the public, except to the limited extent the City determines that any information contained in a SOQ is legally privileged under the California Public Records Act. By submission of a SOQ, proposers acknowledge and agree that their SOQ and any information contained therein may be disclosed by the City to interested members of the public, including other proposers.

7) The City reserves the right to approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members.

8) The City reserves the right to evaluate responses in terms of the best interests of the City, applying criteria provided in this RFQ and any other criteria the City, in its sole discretion, deems pertinent.

9) By the submission of a SOQ, each proposer accepts and agrees to execute a written Professional Services Agreement (PSA) in the form attached hereto as Exhibit A, inclusive of all stated terms and conditions relating to indemnification, required insurance and standard of care requirements. If a proposer is unable to agree to any of the terms or conditions of the PSA in the form attached hereto, the proposer must identify the provision(s) in question and provide an explanation as to why the proposer cannot comply with such provisions. If a proposers' objection to a certain provision of the PSA is merely a question of added cost, the proposer shall indicate in the SOQ the difference in cost associated with complying with the provision(s) versus the cost associated with the City's waiver or modification of the provision(s). The City shall be under no obligation to make modifications to the PSA after a contract has been awarded and proposers shall be deemed to have incorporated all costs associated with compliance with the PSA into their RFQ. A firm's inability to comply with one or more provisions of the PSA shall be a factor that will be considered by the

City in determining which firms will serve the best interest of the City when all other factors are taken into account.

10) All SOQs must remain valid for a minimum period of ninety (90) calendar days after the Submission Deadline. Responses may not be modified or withdrawn by the proposer during this period of time except in accordance with this RFQ and with written permission granted by the City.

11) All questions or requests for clarification shall be submitted via email to Steven L. Wright, Project Manager at swright@interwestgrp.com by the REQUEST FOR INFORMATION DEADLINE. All questions received by this deadline will be addressed and posted on the City's website (www.ci.el-monte.ca.us) by the RELEASE OF INFORMATION REQUESTED DATE.

12) If it becomes necessary to revise any part of this RFQ, an addendum will be posted on the City's website. It shall be the sole responsibility of the proposer to check for any addendums to the RFQ that may be issued by the City.

13) It is the responsibility of potential firm to be thoroughly familiar with the scope of services to be performed under this RFQ.

14) The proposer agrees that, if a contract is awarded to a proposer, the proposer shall make no claim against the City or any of the funding agencies because of any estimate or statement made by any employees, agents, or consultants of the City which may prove to be erroneous in any respect.

15) Proposers may withdraw their SOQ prior to the Submission Deadline.

EXHIBIT A

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF APRIL 21, 2020

April 6, 2020

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL OF A CONTRACT SERVICE AGREEMENT WITH FS CONTRACTORS, INC. TO CONSTRUCT A BLOCK WALL AT GIBSON MARIPOSA PARK FOR A PROJECT AMOUNT NOT-TO-EXCEED $85,000

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve a contract service agreement with FS Contractors, Inc. to construct a block wall at Gibson Mariposa Park for a not-to-exceed amount of $72,000 plus a $13,000 contingency for a total of $85,000; and

2. Authorize the City Manager, or her designee, to execute a Contract Service Agreement with FS Contractors, Inc.

BACKGROUND

Gibson Mariposa Park, located at 4140 Gibson Rd, El Monte, CA 91731, is a 4.3 acre park, which features a splash pad, playground, two quarter-sized basketball courts, picnic areas, benches and restrooms, and other park amenities. On February 4, 2020, the City Council approved the development of a new skate park to be constructed at this location.

Gibson Mariposa Park's northern boundary borders the railroad, which is separated by a wire fence. This wire fence is continuously vandalized with panels removed or wires cut on a weekly basis. In situations where the fence wire is beyond repair, or if panels are destroyed, the replacement of a panel can cost up to $1,000. Additionally, the compromised fence line at Gibson Mariposa Park exposes patrons to the railroad, posing a safety hazard.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In order to provide better security between the railroad and the park, the Public Works staff proposes to remove the existing wire fence and replace it with an eight (8) foot tall solid filled block wall that is three-hundred ninety (390) feet in length. The block wall will match the existing residential block wall to the east and provide better sound attenuation. To mitigate graffiti, Public Works Maintenance will install either synthetic ivy or naturally grown ivy. Synthetic ivy is budgeted for next year in the graffiti account. During the duration of the wall's construction, a temporary fence will be erected and maintained to keep patrons off the railroad easement and out of the construction area.

Staff solicited bids from three (3) qualified contractors (Attachment 1) and recommends awarding a Contract Service Agreement to the lowest responsible bidder FS Contractors, Inc. for an amount not-to-exceed $72,000 (Attachment 2).

FISCAL IMPACT/FINANCING

On February 18, 2020, the City Council approved a resolution to adopt an amendment to the adopted Community Development Block Grant (CDBG) Budget, which allocated $85,000 of CDBG funds for the Gibson Mariposa Wall. These funds will cover the $72,000 contract amount plus an additional $13,000 for project contingency of for a total project cost of $85,000 from CDBG funds (account number 220-67-825-8113).

CONCLUSION

Staff recommends that the City Council approve and award a Contract Service Agreement with FS Contractors, Inc.; and authorize the City Manager, or her designee, to execute the agreement on behalf of the City for an amount of $72,000 contract amount plus an additional $13,000 for project contingency of for a total project cost of $85,000.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BRADEN YU, P.E.
Public Works and Utilities Director

Attachment(s):

Attachment 1 – Bid Summary Sheet

Attachment 2 – Contract Service Agreement

DATE: APRIL 21, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT

CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF APRIL 21, 2020

ATTACHMENT 1

LIST OF BIDS

Vendor	Bid
F.S. Contractors, Inc.	$72,000
C-Tech Contruction, Inc.	$92,140
GAC Contruction, Inc.	$93,600
Nexus	
Bid totals were based on the price to demolish the existing gate, purchase material and construct a block wall, and provide temporary fencing at Gibson Mariposa Park.	

2020

CONTRACT SERVICES AGREEMENT

(Contractor: FS Contractors, Inc.)

(Nature of Engagement: Gibson Mariposa Park Block Wall)

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2020 by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and FS CONTRACTORS, INC. (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

RECITALS

WHEREAS, CITY is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose; and

WHEREAS, CITY requires construction services for the construction of a block wall at the Gibson Mariposa Park; and

WHEREAS, CITY staff has determined that CONTRACTOR possess the skills, experience and expertise required to competently provide the services and tasks contemplated under this Agreement; and

WHEREAS, the execution of this Agreement was approved by the El Monte City Council at its Regular Meeting of _____ 2020 under Agenda Item No. ___.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACTOR agree as follows:

Section 1. Scope of Work.

A. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide CITY with construction services for the construction of a block wall at Gibson Mariposa Park. The various tasks and related services to be performed by CONTRACTOR are more specifically described in the CITY's "Gibson Mariposa Park Block Wall Scope of Work" (hereinafter the "City Requirements") and the written proposal of CONTRACTOR entitled "Gibson Mariposa Park Block Wall Bid" (hereinafter, the "Contractor Proposal") dated April 1, 2020. The City

Requirements and the Contractor Proposal are attached and incorporated hereto as **Exhibits "A" and "B"** respectively. The term "Scope of Work" shall be a collective reference to the City Requirements and the Contractor Proposal. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled City Requirements and the provisions of the document entitled Contractor Proposal, the requirements of the document entitled City Requirements shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

B. CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall perform the Work in accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY.

C. By executing this Agreement, CONTRACTOR warrants that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the work, services and tasks to be performed under this Agreement; (ii) has carefully considered how the Work should be performed; and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. CONTRACTOR warrants that CONTRACTOR has or will investigate any location where the Work is to be performed and is or will be fully acquainted with the conditions there existing, prior to undertaking any service or task requested by CITY in the manner described under Section 3, below. Should the CONTRACTOR discover any latent or unknown conditions which will materially affect the performance of the services hereunder, CONTRACTOR shall immediately inform the CITY of such fact and shall not proceed except at CONTRACTOR's risk until written instructions are received from the City Representative as defined herein.

D. In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to completion and acceptance of the Work, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

Section 2. [Reserved – No Text]

Section 3. Prosecution of Work.

A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a written notice to proceed ("Notice to Proceed"). The Work shall be completed thirty (30) days from CITY's issuance of the Notice to Proceed (hereinafter, the "Completion Date").

B. CONTRACTOR shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONTRACTOR shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents.

C. CONTRACTOR may submit a written request for additional time to complete the Work, which request must be submitted to the CITY no later than fifteen (15) calendar days prior to the Completion Date or any extended Completion Date granted by CITY. The written request for additional time must identify (i) what specific tasks or services remain to be completed by CONTRACTOR in order to complete the Work; (ii) how much additional time CONTRACTOR requires; (iii) identification of the circumstances that have caused the need for additional time, according to CONTRACTOR, including, if applicable, identification of any tasks that must be completed by CITY as prerequisite to CONTRACTOR being able to complete any other service or task; and (iv) what proactive steps CONTRACTOR has taken up to the date of the request to mitigate the need for additional time, including, if applicable, any effort on the part of CONTRACTOR to alert CITY of the need to provide information or complete certain tasks to be performed by CITY. CITY in its sole and absolute discretion may grant, deny or conditionally grant a request for additional time, provided that no individual grant of additional time may exceed a maximum of fifteen (15) calendar days;

D. CONTRACTOR shall not claim or be entitled to receive any compensation or damage because of the failure of CONTRACTOR, or its subconsultants, to have related services or tasks completed in a timely manner.

E. CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR's employees.

F. CONTRACTOR, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

Section 4. Compensation.

A. CONTRACTOR's total compensation during the Term of this Agreement shall not exceed the sum of **SEVENTY-TWO THOUSAND DOLLARS ($72,000)** (hereinafter, the "Not-to-Exceed Sum"). CONTRACTOR further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work.

CONTRACTOR shall have no right or entitlement to any overage contingency sums authorized by the City Council as part of the approval of this Agreement, unless the City Representatives authorize the expenditure of such overage contingency funds in writing in the City Representative's sole and absolute discretion.

B. Following the conclusion of Work requested pursuant to Section 1, above, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed. If the amount of CONTRACTOR's compensation includes hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in connection with the specific service or task requested, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

Section 5. Standard of Care. CONTRACTOR represents, acknowledges and agrees as follows:

A. CONTRACTOR shall perform all work skillfully, competently and to the highest standards applicable to the CONTRACTOR's field;

B. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform the Services;

C. CONTRACTOR shall perform all work in a manner reasonably satisfactory to the CITY;

D. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq*.). CONTRACTOR's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization;

E. CONTRACTOR understands the nature and scope of the work to be performed under this Agreement as well as any and all schedules of performance;

F. All of CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks contemplated under this Agreement;

G. All of CONTRACTOR's employees and agents (including but not limited to

CONTRACTOR's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement; and

H. CONTRACTOR shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative. The quality of Services shall meet or exceed those standards established by the City or the City or County of jurisdiction.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from CITY, any services or tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing and absolute discretion. The Parties acknowledge and agree that CONTRACTOR's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CONTRACTOR has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work in a skillful and competent manner equivalent to, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

Section 6. Representatives.

A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be Braden Yu, Director of Public Works (hereinafter, the "City Representative"). It shall be CONTRACTOR's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and CONTRACTOR shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.

B. Contractor Representative. For the purposes of this Agreement, J. Angel Fierros, President, is hereby designated as the principal and representative of CONTRACTOR authorized to act on its behalf with respect to CONTRACTOR's

performance under this Agreement and to make all decisions in connection therewith (the "Contractor Representative"). Notice to the Contractor Representative whether written or verbal shall constitute notice to CONTRACTOR. The CONTRACTOR's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

Section 7. Contractor's Personnel

A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the Work and all other services and tasks necessary for CONTRACTOR to competently and timely complete the improvements contemplated under this Agreement. All work, services and tasks will be performed under CONTRACTOR's supervision, and CONTRACTOR's personnel engaged in the performance of the work, services and tasks contemplated under this Agreement shall possess the qualifications, permits and licenses required by applicable law to perform such work, services and tasks.

B. CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Work. CONTRACTOR 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 CONTRACTOR's performance of the Work, and shall indemnify, defend and hold harmless CITY against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against CITY hereunder.

C. CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Work.

D. In the event that CITY, in its sole reasonable discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

E. CONTRACTOR shall be responsible for payment of all employees' and subconsultants' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

F. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the performance of the Work contemplated under this Agreement.

Section 8. Substitution of Key Personnel. CONTRACTOR has represented to CITY that certain key personnel will perform and coordinate the Services under this

Agreement. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONTRACTOR cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONTRACTOR at the request of the CITY. The key personnel for performance of this Agreement are as follows: J. Angel Fierros, President; and, J. Ernesto Fierros, Secretary.

Section 9. Prevailing Wages and General Labor Compliance and Reporting.

A. CONTRACTOR and any subcontractor performing or contracting any portion of the Work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:

1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under this Contract. Contractor and any subcontractor shall pay workers overtime pay (not less than 1 1/2 times the base rate of pay) as required by California Labor Code Section 1815. Contractor and any subcontractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation to the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.

2. Pursuant to the provisions of California Labor Code, Sections 1770 et. seq., CONTRACTOR and any subcontractor under CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, CONTRACTOR is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the District Secretary, which copies shall be made available to any interested party on request. CONTRACTOR shall post a copy of said prevailing rate of per diem wages at each job site.

B. As required by Section 1773.1 of the California Labor Code, CONTRACTOR shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable

collective bargaining agreements filed in accordance with this Section.

C. To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and payments.

D. CONTRACTOR shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to City, forfeit up to fifty dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. CONTRACTOR shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. CONTRACTOR is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and CONTRACTOR and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.

E. CONTRACTOR and any subcontractor shall maintain and make available for inspection payroll records as required by Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with Labor Code Section 1776 and shall keep accurate payroll records containing all such information as maybe called for under Labor Code Section 1776 and other applicable provisions of State law.

F. CONTRACTOR and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the work site for a certificate approving CONTRACTOR or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code, which is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with CONTRACTOR. Pursuant to California Labor Code Section 1777.7, in the event CONTRACTOR willfully fails to comply with the provisions of California Labor Code Section 1777.5, CONTRACTOR shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.

G. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, CONTRACTOR is required to secure the payment of compensation to its employees and for that purpose

obtain and keep in effect adequate Workers' Compensation Insurance and Employers Liability Insurance. If CONTRACTOR, in the sole discretion of the City satisfies the City of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, CONTRACTOR may so act, and in such case, the insurance required by this paragraph need not be provided. CONTRACTOR is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's General Liability limits of $1,000,000 per accident before commencing the performance of the work of this Contract. The Notice to Proceed with the Work under this Contract will not be issued, and CONTRACTOR shall not commence work, until CONTRACTOR submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, CONTRACTOR in signing this Contract certifies to the City as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." A subcontractor is not allowed to commence work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by CONTRACTOR and submitted to the City Engineer for the City's review and records.

H. In accordance with the provisions of Section 1727 of the California Labor Code, the City, before making payment to CONTRACTOR of money due under a contract for public works, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the City.

Section 10. Prohibited Interests. CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the absolute and unfettered right to rescind this Agreement without liability or penalty. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any

present or anticipated material benefit arising therefrom.

Section 11. Independent Contractor.

A. All acts of CONTRACTOR, its agents, officers, subcontractors and employees and all others acting on behalf of CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONTRACTOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONTRACTOR has no authority or responsibility to exercise any rights or power vested in CITY. No agent, officer, or employee of CITY is to be considered an employee of CONTRACTOR. It is understood by both CONTRACTOR and CITY that this Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture.

B. CONTRACTOR, its agents, officers, subcontractors and employees are and, at all times during the term of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

C. CONTRACTOR shall determine the method, details and means of performing the Work. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR has control over the manner and means of performing the services under this Agreement. CONTRACTOR is permitted to provide services to others during the same period as it provides services to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.

D. If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONTRACTOR.

E. It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of CITY in any capacity whatsoever as an agent, or to bind CITY to any obligation whatsoever.

F. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

Section 12. Conflicts of Interest. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with CONTRACTOR in connection with this project. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law or federal statute. CONTRACTOR agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that CONTRACTOR executes in connection with the performance of this Agreement.

Section 13. Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or set. CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

Section. 14. Indemnification.

A. To the fullest extent permitted by law, CONTRACTOR hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless CITY and CITY's elected and appointed officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of CONTRACTOR or any of CONTRACTOR's officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement and the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity

provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by CONTRACTOR and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law or elsewhere under this Agreement. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against any one or more of the Indemnitees shall be conclusive in favor of the Indemnitees' right to recover under this indemnity provision. CONTRACTOR shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverage(s) which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees. CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

B. CONTRACTOR's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to the Indemnities.

C. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations for the benefit of CITY, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged, intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONTRACTOR or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

D. CITY does not, and shall not; waive any rights that it may possess against

CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. CONTRACTOR agrees that CONTRACTOR's covenant under this Section shall survive the termination of this Agreement.

E. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

Section 15. Insurance.

A. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1. Commercial General Liability Insurance with minimum limits of One Million Dollars ($1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.

2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

3. Worker's Compensation insurance as required by the State of California.

B. CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.

C. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

D. CONTRACTOR agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

E. Prior to commencement of work under this Agreement, CONTRACTOR shall file

with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.

F. CONTRACTOR shall provide proof that policies of insurance expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

H. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

I. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.

J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

K. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.

L. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

M. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so

as to avoid a lapse in the required coverage, 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 CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement effective upon notice.

N. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Section 16. Records and Inspection. CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to document the performance of the Work and enable the CITY to evaluate the performance the Work. 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 four (4) years following completion of the services hereunder, and the CITY shall have access to such records in the event any audit is required.

Section 17. Termination.

A. Termination for Convenience. CITY may immediately terminate this Agreement for convenience, without cause and without penalty or liability at any time upon the issuance of written notice to CONTRACTOR specifying the effective date of such termination. Such termination for convenience shall be made in writing signed by either the City Representative, the City Manager or the Assistant City Manager. CONTRACTOR may only terminate this Agreement for cause.

B. Termination for Cause. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, “Event of Default”) shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a “Default Notice”) which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth in this Section or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall include, but shall not be limited to the following: (i) CONTRACTOR’s failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (ii) CONTRACTOR’s and/or its employees’ disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR,

whether voluntary of involuntary; (iv) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false or erroneous in any material respect, including any statement, representation or warranty set forth in the Equipment Specifications.

1. CONTRACTOR shall cure the following Events of Defaults within the following time periods:

    i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

    ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

    If an Event of Default relates to a material falsehood or misrepresentation set forth in **Exhibit "A"** that is not susceptible to a cure, CITY in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by CITY.

2. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the

expiration of the 30-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.

3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this Agreement) pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

4. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

    i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;

    ii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;

    iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or

    iv. The CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.

7. No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

Section 18. Force Majeure. The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONTRACTOR and without the fault or negligence of CONTRACTOR, including but not limited to 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 CONTRACTOR shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative 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 City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONTRACTOR be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONTRACTOR'S sole remedy being extension of the Agreement pursuant to this Section.

Section 19. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to CITY:

City of El Monte
City Hall – West, 2nd Floor
11333 Valley Boulevard

If to CONTRACTOR:

FS Contractors, Inc.
14838 Bledsoe Street
Sylmar, CA 91342

El Monte, CA 91731
Phone: 626-580-2058
Attn: Braden Yu, Director of Public Works

Attn: J. Angel Fierros, President
Phone: (818) 838-6040

Section 20. Prohibition. CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 21. Attorney Fees. In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 22. Entire Agreement. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

Section 23. Governing Law; Jurisdiction. This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

Section 24. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 25. Captions. The captions used in this Agreement are solely for reference and the convenience of the parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

Section 26. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF EL MONTE, a municipal corporation

By: _____
Alma K. Martinez
City Manager

Date:_____

FS CONTRACTORS, INC.

By: _____

Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

By:_____
Richard Padilla
Assistant City Attorney

Date:_____

EXHIBIT “A”

CITY REQUIREMENTS

EXHIBIT “B”

PROPOSAL

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF APRIL 21, 2020

April 6, 2020

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL OF A CONTRACT SERVICE AGREEMENT WITH OCHOA'S CUSTOM CONSTRUCTION, INC. TO REMODEL THE MEN'S AND WOMEN'S OUTDOOR FACILITY RESTROOMS AT MOUNTAIN VIEW PARK FOR A TOTAL PROJECT AMOUNT NOT-TO-EXCEED $93,000

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve a contract service agreement with Ochoa's Custom Construction, Inc. to remodel the men's and women's outdoor facility restrooms at Mountain View Park for an amount not to exceed $77,800 plus appropriate an additional $15,200 for project contingency of for a total project cost of $93,000; and

2. Authorize the City Manager, or her designee, to execute a Contract Service Agreement with Ochoa's Custom Construction, Inc.

BACKGROUND

Mountain View Park, located at 12127 Elliott Avenue, El Monte, CA 91732, is a 10.1 acre park, which features an auditorium, two (2) baseball fields, playgrounds, two (2) basketball courts, picnic areas, benches, restrooms, and other park amenities.

Mountain View Park's outdoor facility restrooms are currently in disrepair. The restrooms are over 20 years in age and have experienced consistent vandalism: the ceilings are peppered with hole patches, the light covers are breaking, the stall doors have been kicked out, dispensers have been ripped out of the walls, and overall aesthetics are deteriorated. The current issues require renovations to improve the overall aesthetics, increase public usability, increase overall sanitation, and upgrade energy efficiency.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Public Works staff solicited bids from three (3) qualified contractors (Attachment 1) to renovate the outdoor facility restrooms. The contractor will remove and dispose of the current interiors and replace the wall and floor tiles, install new partitions, install new dispensers (toilet paper, seat covers, soap, and paper towels), install new lavatories and urinals, install new grab bars, install new stainless steel mirrors, replace lights with energy efficient LED lights, install new light switches, replace the doors, repaint the restroom ceilings, replace the door and door frame, and replace door signage. The renovated restrooms will be fully ADA compliant.

Staff recommends awarding a Contract Service Agreement to the lowest responsible bidder Ochoa's Custom Construction, Inc. to remodel the men's and women's restrooms at Mountain View Park for an amount not-to-exceed $93,000 (Attachment 2).

FISCAL IMPACT/FINANCING

On February 18, 2020, the City Council approved a resolution to adopt an amendment to the adopted Community Development Block Grant (CDBG) Budget, which allocated $93,000 of CDBG funds for the Mountain View Park outdoor facility restrooms. These funds will cover the $77,800 contract amount plus an additional $15,200 for project contingency of for a total project cost of $93,000 from CDBG funds (account number 220-67-825-8113).

CONCLUSION

Staff recommends that the City Council approve and award a Contract Service Agreement with Ochoa's Custom Construction, Inc.; and authorize the City Manager, or her designee, to execute the agreement on behalf of the City for an amount of $93,000.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BRADEN YU, P.E.
Public Works and Utilities Director

Attachment(s):

Attachment 1 – Bid Summary Sheet

Attachment 2 – Contract Service Agreement

DATE: APRIL 21, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT

CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF APRIL 21, 2020

ATTACHMENT 1

LIST OF BIDS

Vendor	**Bid**
Ochoa's Custom Construction, Inc.	$77,800
Sanz Construction, Inc.	$79,500
Angeles Contractor, Inc.	$92,241.22
Nexus	
Bids based on each contractor's cost to demolish and remodel the Mountain View Park outdoor facility restrooms.	

2020

CONTRACT SERVICES AGREEMENT

(Contractor: Ochoa's Custom Construction, Inc.)

(Nature of Engagement: Mountain View Park Restroom Remodel Project)

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2020 by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and OCHOA'S CUSTOM CONSTRUCTION, INC. (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

RECITALS

WHEREAS, CITY is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose; and

WHEREAS, CITY requires remodeling of the existing restrooms at Mountain View Park; and

WHEREAS, CITY staff has determined that CONTRACTOR possess the skills, experience and expertise required to competently provide the services and tasks contemplated under this Agreement; and

WHEREAS, the execution of this Agreement was approved by the El Monte City Council at its Regular Meeting of _____ 2020 under Agenda Item No. ___.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACTOR agree as follows:

Section 1. Scope of Work.

A. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide CITY with construction services for the remodel of the restrooms at Mountain View Park. The various tasks and related services to be performed by CONTRACTOR are more specifically described in the CITY's "Mountain View Park Restroom Remodel Project" (hereinafter the "City Requirements") and the written proposal of CONTRACTOR entitled "Mountain View Park Restroom Remodel Bid" (hereinafter, the "Contractor Bid") dated April 7, 2020. The City

Requirements and the Contractor Bid are attached and incorporated hereto as **Exhibits "A" and "B"** respectively. The term "Scope of Work" shall be a collective reference to the City Requirements and the Contractor Bid. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled City Requirements and the provisions of the document entitled Contractor Bid, the requirements of the document entitled City Requirements shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

B. CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall perform the Work in accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY.

C. By executing this Agreement, CONTRACTOR warrants that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the work, services and tasks to be performed under this Agreement; (ii) has carefully considered how the Work should be performed; and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. CONTRACTOR warrants that CONTRACTOR has or will investigate any location where the Work is to be performed and is or will be fully acquainted with the conditions there existing, prior to undertaking any service or task requested by CITY in the manner described under Section 3, below. Should the CONTRACTOR discover any latent or unknown conditions which will materially affect the performance of the services hereunder, CONTRACTOR shall immediately inform the CITY of such fact and shall not proceed except at CONTRACTOR's risk until written instructions are received from the City Representative as defined herein.

D. In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to completion and acceptance of the Work, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

Section 2. [Reserved – No Text]

Section 3. Prosecution of Work.

A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a written notice to proceed ("Notice to Proceed"). The Work shall be completed thirty (30) days from CITY's issuance of the Notice to Proceed (hereinafter, the "Completion Date").

B. CONTRACTOR shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONTRACTOR shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents.

C. CONTRACTOR may submit a written request for additional time to complete the Work, which request must be submitted to the CITY no later than fifteen (15) calendar days prior to the Completion Date or any extended Completion Date granted by CITY. The written request for additional time must identify (i) what specific tasks or services remain to be completed by CONTRACTOR in order to complete the Work; (ii) how much additional time CONTRACTOR requires; (iii) identification of the circumstances that have caused the need for additional time, according to CONTRACTOR, including, if applicable, identification of any tasks that must be completed by CITY as prerequisite to CONTRACTOR being able to complete any other service or task; and (iv) what proactive steps CONTRACTOR has taken up to the date of the request to mitigate the need for additional time, including, if applicable, any effort on the part of CONTRACTOR to alert CITY of the need to provide information or complete certain tasks to be performed by CITY. CITY in its sole and absolute discretion may grant, deny or conditionally grant a request for additional time, provided that no individual grant of additional time may exceed a maximum of fifteen (15) calendar days.

D. CONTRACTOR shall not claim or be entitled to receive any compensation or damage because of the failure of CONTRACTOR, or its subconsultants, to have related services or tasks completed in a timely manner.

E. CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR's employees.

F. CONTRACTOR, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

Section 4. Compensation.

A. CONTRACTOR's total compensation during the Term of this Agreement shall not exceed the sum of **SEVENTY-SEVEN THOUSAND EIGHT HUNDRED DOLLARS ($77,800)** (hereinafter, the "Not-to-Exceed Sum"). CONTRACTOR further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the

Work. CONTRACTOR shall have no right or entitlement to any overage contingency sums authorized by the City Council as part of the approval of this Agreement, unless the City Representatives authorize the expenditure of such overage contingency funds in writing in the City Representative's sole and absolute discretion.

B. Following the conclusion of Work requested pursuant to Section 1, above, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed. If the amount of CONTRACTOR's compensation includes hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in connection with the specific service or task requested, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

Section 5. Standard of Care. CONTRACTOR represents, acknowledges and agrees as follows:

A. CONTRACTOR shall perform all work skillfully, competently and to the highest standards applicable to the CONTRACTOR's field;

B. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform the Services;

C. CONTRACTOR shall perform all work in a manner reasonably satisfactory to the CITY;

D. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq*.). CONTRACTOR's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization;

E. CONTRACTOR understands the nature and scope of the work to be performed under this Agreement as well as any and all schedules of performance;

F. All of CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks contemplated under this Agreement;

G. All of CONTRACTOR's employees and agents (including but not limited to

CONTRACTOR's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement; and

H. CONTRACTOR shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative. The quality of Services shall meet or exceed those standards established by the City or the City or County of jurisdiction.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from CITY, any services or tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing and absolute discretion. The Parties acknowledge and agree that CONTRACTOR's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CONTRACTOR has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work in a skillful and competent manner equivalent to, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

Section 6. Representatives.

A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be Braden Yu, Director of Public Works (hereinafter, the "City Representative"). It shall be CONTRACTOR's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and CONTRACTOR shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.

B. Contractor Representative. For the purposes of this Agreement, Julio Ochoa, CEO, is hereby designated as the principal and representative of CONTRACTOR authorized to act on its behalf with respect to CONTRACTOR's performance

under this Agreement and to make all decisions in connection therewith (the "Contractor Representative"). Notice to the Contractor Representative whether written or verbal shall constitute notice to CONTRACTOR. The CONTRACTOR's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

Section 7. Contractor's Personnel

A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the Work and all other services and tasks necessary for CONTRACTOR to competently and timely complete the improvements contemplated under this Agreement. All work, services and tasks will be performed under CONTRACTOR's supervision, and CONTRACTOR's personnel engaged in the performance of the work, services and tasks contemplated under this Agreement shall possess the qualifications, permits and licenses required by applicable law to perform such work, services and tasks.

B. CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Work. CONTRACTOR 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 CONTRACTOR's performance of the Work, and shall indemnify, defend and hold harmless CITY against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against CITY hereunder.

C. CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Work.

D. In the event that CITY, in its sole reasonable discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

E. CONTRACTOR shall be responsible for payment of all employees' and subconsultants' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

F. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the performance of the Work contemplated under this Agreement.

Section 8. Substitution of Key Personnel. CONTRACTOR has represented to CITY that certain key personnel will perform and coordinate the Services under this

Agreement. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONTRACTOR cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONTRACTOR at the request of the CITY. The key personnel for performance of this Agreement are as follows: [INSERT NAME AND TITLE].

Section 9. Prevailing Wages and General Labor Compliance and Reporting.

A. CONTRACTOR and any subcontractor performing or contracting any portion of the Work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:

1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under this Contract. Contractor and any subcontractor shall pay workers overtime pay (not less than 1 1/2 times the base rate of pay) as required by California Labor Code Section 1815. Contractor and any subcontractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation to the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.

2. Pursuant to the provisions of California Labor Code, Sections 1770 et. seq., CONTRACTOR and any subcontractor under CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, CONTRACTOR is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the District Secretary, which copies shall be made available to any interested party on request. CONTRACTOR shall post a copy of said prevailing rate of per diem wages at each job site.

B. As required by Section 1773.1 of the California Labor Code, CONTRACTOR shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.

C. To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and payments.

D. CONTRACTOR shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to City, forfeit up to fifty dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. CONTRACTOR shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. CONTRACTOR is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and CONTRACTOR and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.

E. CONTRACTOR and any subcontractor shall maintain and make available for inspection payroll records as required by Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with Labor Code Section 1776 and shall keep accurate payroll records containing all such information as maybe called for under Labor Code Section 1776 and other applicable provisions of State law.

F. CONTRACTOR and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the work site for a certificate approving CONTRACTOR or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code, which is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with CONTRACTOR. Pursuant to California Labor Code Section 1777.7, in the event CONTRACTOR willfully fails to comply with the provisions of California Labor Code Section 1777.5, CONTRACTOR shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.

G. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, CONTRACTOR is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance and

Employers Liability Insurance. If CONTRACTOR, in the sole discretion of the City satisfies the City of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, CONTRACTOR may so act, and in such case, the insurance required by this paragraph need not be provided. CONTRACTOR is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's General Liability limits of $1,000,000 per accident before commencing the performance of the work of this Contract. The Notice to Proceed with the Work under this Contract will not be issued, and CONTRACTOR shall not commence work, until CONTRACTOR submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, CONTRACTOR in signing this Contract certifies to the City as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." A subcontractor is not allowed to commence work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by CONTRACTOR and submitted to the City Engineer for the City's review and records.

H. In accordance with the provisions of Section 1727 of the California Labor Code, the City, before making payment to CONTRACTOR of money due under a contract for public works, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the City.

Section 10. Prohibited Interests. CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the absolute and unfettered right to rescind this Agreement without liability or penalty. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

Section 11. Independent Contractor.

A. All acts of CONTRACTOR, its agents, officers, subcontractors and employees and all others acting on behalf of CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONTRACTOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONTRACTOR has no authority or responsibility to exercise any rights or power vested in CITY. No agent, officer, or employee of CITY is to be considered an employee of CONTRACTOR. It is understood by both CONTRACTOR and CITY that this Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture.

B. CONTRACTOR, its agents, officers, subcontractors and employees are and, at all times during the term of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

C. CONTRACTOR shall determine the method, details and means of performing the Work. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR has control over the manner and means of performing the services under this Agreement. CONTRACTOR is permitted to provide services to others during the same period as it provides services to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.

D. If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONTRACTOR.

E. It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of CITY in any capacity whatsoever as an agent, or to bind CITY to any obligation whatsoever.

F. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

Section 12. Conflicts of Interest. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with CONTRACTOR in connection with this project. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law or federal statute. CONTRACTOR agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that CONTRACTOR executes in connection with the performance of this Agreement.

Section 13. Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or set. CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

Section. 14. Indemnification.

A. To the fullest extent permitted by law, CONTRACTOR hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless CITY and CITY's elected and appointed officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of CONTRACTOR or any of CONTRACTOR's officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement and the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior,

concurrent, or subsequent active or passive negligence by CONTRACTOR and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law or elsewhere under this Agreement. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against any one or more of the Indemnitees shall be conclusive in favor of the Indemnitees' right to recover under this indemnity provision. CONTRACTOR shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverage(s) which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees. CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

B. CONTRACTOR's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to the Indemnities.

C. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations for the benefit of CITY, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged, intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONTRACTOR or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

D. CITY does not, and shall not; waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of

any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. CONTRACTOR agrees that CONTRACTOR's covenant under this Section shall survive the termination of this Agreement.

E. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

Section 15. Insurance.

A. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1. Commercial General Liability Insurance with minimum limits of One Million Dollars ($1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.

2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

3. Worker's Compensation insurance as required by the State of California.

B. CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.

C. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

D. CONTRACTOR agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

E. Prior to commencement of work under this Agreement, CONTRACTOR shall file with CITY's Risk Manager a certificate or certificates of insurance showing that

the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.

F. CONTRACTOR shall provide proof that policies of insurance expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

H. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

I. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.

J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

K. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.

L. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

M. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, 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 CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement effective upon notice.

N. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Section 16. Records and Inspection. CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to document the performance of the Work and enable the CITY to evaluate the performance the Work. 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 four (4) years following completion of the services hereunder, and the CITY shall have access to such records in the event any audit is required.

Section 17. Termination.

A. Termination for Convenience. CITY may immediately terminate this Agreement for convenience, without cause and without penalty or liability at any time upon the issuance of written notice to CONTRACTOR specifying the effective date of such termination. Such termination for convenience shall be made in writing signed by either the City Representative, the City Manager or the Assistant City Manager. CONTRACTOR may only terminate this Agreement for cause.

B. Termination for Cause. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, “Event of Default”) shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a “Default Notice”) which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth in this Section or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall include, but shall not be limited to the following: (i) CONTRACTOR’s failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (ii) CONTRACTOR’s and/or its employees’ disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary of involuntary; (iv) CONTRACTOR’s refusal or failure to

perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false or erroneous in any material respect, including any statement, representation or warranty set forth in the Equipment Specifications.

1. CONTRACTOR shall cure the following Events of Defaults within the following time periods:

    i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

    ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

    If an Event of Default relates to a material falsehood or misrepresentation set forth in **Exhibit "A"** that is not susceptible to a cure, CITY in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by CITY.

2. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-day cure period, CITY may submit a written request for

additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.

3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this Agreement) pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

4. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

    i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;

    ii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;

    iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or

    iv. The CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.

7. No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

Section 18. Force Majeure. The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONTRACTOR and without the fault or negligence of CONTRACTOR, including but not limited to 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 CONTRACTOR shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative 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 City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONTRACTOR be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONTRACTOR'S sole remedy being extension of the Agreement pursuant to this Section.

Section 19. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to CITY:

City of El Monte
City Hall – West, 2nd Floor
11333 Valley Boulevard
El Monte, CA 91731

If to CONTRACTOR:

Ochoa's Custom Construction, Inc.
11973 Rivera Road
Santa Fe Springs, CA 90670
Phone: (562) 843-2747

Phone: 626-580-2058 Attn: Julio Ochoa, CEO
Attn: Braden Yu, Director of Public Works

Section 20. Prohibition. CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 21. Attorney Fees. In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 22. Entire Agreement. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

Section 23. Governing Law; Jurisdiction. This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

Section 24. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 25. Captions. The captions used in this Agreement are solely for reference and the convenience of the parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

Section 26. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF EL MONTE, a municipal corporation

By: _____
Alma K. Martinez
City Manager

Date:_____

OCHOA'S CUSTOM CONSTRUCTION, INC.

By: _____

Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

By:_____
Richard Padilla
Assistant City Attorney

Date:_____

EXHIBIT “A”

CITY REQUIREMENTS

EXHIBIT “B”

CONTRACTOR BID

Name of Bidder (Firm Name)

MOUNTAIN VIEW PARK RESTROOM REMODEL

This is federally funded Project
Prevailing wage shall be most current to NTP

Bidding instructions are as follows: furnishing all labor, materials, and equipment required for the construction and completion of the following:

- Remodel the existing restrooms: remove and dispose all fixtures, partitions, accessories, and wall/floor tile.
- Provide and install new stainless steel heavy duty/vandal proof fixtures and partitions, with matching restroom accessories.
- New fixtures, partitions, and accessories will need to comply with ADA regulations, contractor to provide floor plan for approval.
- Provide and install new wall and floor tile with 1/8" grout installation, City will choose tile size.
- Remove existing lighting and install new recessed LED light fixtures.

The undersigned proposes to furnish all materials, labor, and equipment required for the construction to complete the project for the City of El Monte, in accordance with the contract documents, including addenda thereto, if any, adopted by the City Council, and on file in the office of the Public Works Department, as follows:

1. BID: The contract price paid for the work to be done for the Demolition and remodel of Mountain View Park exterior Men's and Women's restrooms demolition and remodel of the above, including but not limited to using all applicable hardware and labor necessary for the installation of the above, performing all operations, furnishing all materials, equipment, and all necessary appurtenant work.

MOUNTAIN VIEW PARK RESTROOM REMODEL

Remodel of existing restrooms. Remove and dispose all fixtures, partitions, accessories and wall/floor tile.

Provide and install new stainless steel heavy duty/vandal proof fixtures and partitions, with matching restroom accessories.

New fixtures, partitions and accessories will need to comply with ADA regulations, contractor to provide floor plan for approval.

Provide and install new wall and floor tile with 1/8" grout installation, owner will choose tile size.

Remove existing lighting and install new recessed LED light fixtures.

Item No.	Item Description	Estimated Quantity	Unit		Total Amount
1A		1	(LS) Lump Sum		

LUMP SUM BIDDING SCHEDULE 1A: Mountain View Park Restroom Remodel

TOTAL AMOUNT $ _____

TOTAL AMOUNT IN WORDS _____

NOTE: This is a COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT USING FEDERAL FUNDS. All Bids must be prevailing wage using most recent pay scale. Any alteration or addition to the Form of Bid may invalidate it and cause the City to reject the bid as non-conforming. All blank spaces shall be filled out completely. Line out any applicable blanks. An incomplete form may invalidate bid. The City, at its sole discretion, reserves the right to waive any informality or to reject any or all bids or to accept any alterations.

I (We) certify that on _____, 2020____, License No. _____, license classification(s) _____, was issued to me (us), in the name of _____, by the Contractors' State License Board, pursuant to California Statutes of 1929, as amended, and that said license has not been revoked.

Firm Ownership Information
Check where applicable:

1. ( ) Minority-Owned
   ( ) Woman-Owned
   ( ) Disadvantaged-Owned
   ( ) Disabled Veteran-Owned
   ( ) Other

If minority-owned, indicate the appropriate category:

( ) African American
( ) Hispanic or Latino
( ) Asian/Pacific Islander
( ) Filipino
( ) American Indian/Alaskan Native

2. ( ) An individual
   ( ) A corporation. Name state or territory of Incorporation
   _____
   ( ) A co-partnership
   ( ) A joint venture

If a co-partnership or joint venture, list names of individuals comprising same below

_____
_____
_____

Date signed _____, 2020

Place _____
City and State

Respectfully submitted,

_____
Firm Name (if applicable)

Bidder's address and telephone:

_____
Number and Street

_____
City and State

_____
Telephone

_____
Fax

_____
Signature

_____
Title

_____
Signature

_____
Title

Name of Bidder (**Ochoa's Custom Construction Inc.**)

-

MOUNTAIN VIEW PARK RESTROOM REMODEL

This is federally funded Project
Prevailing wage shall be most current to NTP

Bidding instructions are as follows: furnishing all labor, materials, and equipment required for the construction and completion of the following:

- Remodel the existing restrooms: remove and dispose all fixtures, partitions, accessories, and wall/floor tile.
- Provide and install new stainless steel heavy duty/vandal proof fixtures and partitions, with matching restroom accessories.
- New fixtures, partitions, and accessories will need to comply with ADA regulations, contractor to provide floor plan for approval.
- Provide and install new wall and floor tile with 1/8" grout installation, City will choose tile size.
- Remove existing lighting and install new recessed LED light fixtures.

The undersigned proposes to furnish all materials, labor, and equipment required for the construction to complete the project for the City of El Monte, in accordance with the contract documents, including addenda thereto, if any, adopted by the City Council, and on file in the office of the Public Works Department, as follows:

1. BID: The contract price paid for the work to be done for the Demolition and remodel of Mountain View Park exterior Men's and Women's restrooms demolition and remodel of the above, including but not limited to using all applicable hardware and labor necessary for the installation of the above, performing all operations, furnishing all materials, equipment, and all necessary appurtenant work.

MOUNTAIN VIEW PARK RESTROOM REMODEL

Remodel of existing restrooms. Remove and dispose all fixtures, partitions, accessories and wall/floor tile.

Provide and install new stainless steel heavy duty/vandal proof fixtures and partitions, with matching restroom accessories.

New fixtures, partitions and accessories will need to comply with ADA regulations, contractor to provide floor plan for approval.

Provide and install new wall and floor tile with 1/8" grout installation, owner will choose tile size.

Remove existing lighting and install new recessed LED light fixtures.

Item No.	Item Description	Estimated Quantity	Unit		Total Amount
1A	TOTAL BID FOR LABOR AND MATERIAL	1	(LS) Lump Sum		$77,800

LUMP SUM BIDDING SCHEDULE 1A: Mountain View Park Restroom Remodel

TOTAL AMOUNT = $ 77,800

TOTAL AMOUNT IN WORDS= SEVENTY-SEVEN THOUSAND EIGHT HUNDRED 00/100

NOTE: This is a COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT USING FEDERAL FUNDS. All Bids must be prevailing wage using most recent pay scale. Any alteration or addition to the Form of Bid may invalidate it and cause the City to reject the bid as non-conforming. All blank spaces shall be filled out completely. Line out any applicable blanks. An incomplete form may invalidate bid. The City, at its sole discretion, reserves the right to waive any informality or to reject any or all bids or to accept any alterations.

I (We) certify that on APRIL 7, 2020 , License No. 912488, license classification(s) B, was issued to me (us), in the name of Ochoa's Custom Construction Inc, by the Contractors' State License Board, pursuant to California Statutes of 1929, as amended, and that said license has not been revoked.

Firm Ownership Information
Check where applicable:

1. (x) Minority-Owned
   (x) Woman-Owned
   ( ) Disadvantaged-Owned
   ( ) Disabled Veteran-Owned
   ( )

If minority-owned, indicate the appropriate category:

( ) African American
(x) Hispanic or Latino
( ) Asian/Pacific Islander
( ) Filipino
Other
( ) American Indian/Alaskan Native

2. ( ) An individual
   (x) A corporation. Name state or territory of Incorporation
   California
   ( ) A co-partnership
   ( ) A joint venture

If a co-partnership or joint venture, list names of individuals comprising same below

_____
_____
_____

Date signed APRIL 7 , 2020

Respectfully submitted,

Place SANTA FE SPRINGS CA
City and State

OCHOA'S CUSTOM CONSTRUCTION INC
Firm Name (if applicable)

Bidder's address and telephone:

11973 RIVERA RD.
Number and Street

SANTA FE SPRINGS CA
City and State

(562) 843-2747
Telephone

_____
Fax

_____
Signature

CEO
Title

_____
Signature

_____
Title

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF APRIL 21, 2019

March 30, 2020

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Mayor and City Council:

CONSIDERATION TO ADOPT A RESOLUTION FOR FINAL PARCEL MAP NO. 74489 AND ACCEPTANCE OF A DEDICATION FOR STREET PURPOSES ON COGSWELL ROAD

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and adopt a resolution authorizing the recordation of Final Parcel Map No. 74889 and acceptance of a dedication for street purposes on Cogswell Road.

BACKGROUND

Parcel Map No. 74489 is a proposed detached residential subdivision project consisting of 2 units. The Planning Commission approved, and adopted this residential project by Resolution on December 11, 2018.

Resolution No. 3528 approved by the Planning Commission for 2-unit detached residential subdivision; per Tentative Parcel Map No. 74489. It was determined this proposed project is permitted upon adoption of a Categorical Exemption and is consistent with the goals of the 2011 General Plan; therefore, no further environmental assessment is required.

Final Parcel Map No. 74489 subdivides existing lot identified as APN: 8548-006-016 into 2 lots.

The purpose of this report is to recommend that the City Council approve Final Parcel Map No. 74489 and accept the dedication for street purposes on Cogswell Road.

The Developer's surveyor has completed the Final Map, which has been checked by the City's contract surveyor. The Final Map is now ready for the City Council's approval prior to recordation in the Office of the Los Angeles County Recorder.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The tentative map was submitted to the Planning Commission on December 11, 2018 in accordance with Chapters 16.10, 17.20, 17.22, and 17.26 of the El Monte Municipal Code (EMMC). The Final Map will be submitted to the City Council on April 21, 2020 in accordance with Chapter 16.16.080 of the EMMC.

The Developer has complied with all applicable Public Works Engineering and Planning conditions required to record the Final Map. The Developer will provide the required surety for all the conditions of approval required by the City pertaining to the proposed improvements in the city right-of-way.

FISCAL IMPACT/FINANCING

The Developer will pay all development fees and permits associated with the preparation and processing of subdivision documents as stated in the project conditions of approval in Resolution No. 3528 approved by Planning Commission on December 11, 2018. The Developer is solely responsible for the costs associated with the construction of the offsite street improvements for the 2-unit detached residential subdivision. Approval of this action will allow the Developer to maintain its project entitlements and upon completion of the project, generate additional tax revenues.

CONCLUSION

It is recommended that the City Council consider and adopt a Resolution to approve Final Parcel Map No. 74889 for the 2-unit detached residential subdivision and accept the dedication for street purposes on Cogswell Road.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BRADEN YU, P.E.
Public Works and Utilities Director

Attachment:

1. Resolution

DATE: APRIL 21, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA APPROVING FINAL TRACT MAP NO. 74489 FOR THE TWO-UNIT DETACHED RESIDENTIAL DEVELOPMENT AND ACCEPTING THE DEDICATION FOR STREET PURPOSES ON COGSWELL ROAD

WHEREAS, on December 11, 2018, the Planning Commission for the City of El Monte ("City") approved Resolution No. 3528, which authorized a two-unit detached residential subdivision (hereinafter, the "Project"); and

WHERAS, in Resolution No. 3528, the Planning Commission also approved Tentative Tract Map No. 74489; and

WHEREAS, the Planning Commission also determined that the Project qualified for a categorical exemption under the California Environmental Quality Act ("CEQA") because the Project meets the requirements set forth in Section 15183 of the State CEQA Guidelines – "Projects Consistent with a Community Plan, General Plan or Zoning"; and

WHEREAS, the Project developer's surveyor has now completed Final Tract Map No. 74489, and the City's contract surveyor has also reviewed Final Tract Map No. 74489; and

WHEREAS, Final Tract Map No. 74489 subdivides existing lot identified as APN: 8548-006-016 into 2 lots, which is attached and incorporated hereto as Exhibit "A"; and

WHEREAS, the Project developer must comply with all conditions of approval required by the Public Works and Engineering Departments and Planning Commission, and will provide required surety for all the conditions of approval for the proposed improvements in the City right-of-way; and

WHEREAS, the Project developer has made an irrevocable offer of dedication of two (2) feet of Right-of-Way as required to obtain full half-street width of thirty-two (32) feet to the City along Cogswell Road for street purposes; and

WHEREAS, Final Tract Map No. 74489 is consistent with the prior development Project approvals imposed by the City, including Planning Commission Resolution No. 3528, and Final Tract Map No. 74489 is now ready for final approval by the City Council pursuant to Section 16.16.080 of the El Monte City Code; and

WHEREAS, it is appropriate for the City to take the actions set forth in this Resolution.

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

SECTION 1. The information set forth in the recital paragraphs of this Resolution are true and correct and is incorporated into the body of this Resolution by this reference.

SECTION 2. The City Council hereby finds and determines that the approval of the Final Tract Map No. 74489 is consistent with all Project requirements established in Planning Commission Resolution No. 3528 and all applicable general and specific plans.

SECTION 3. The City Council hereby finds and determines that Final Tract Map No. 74489 conforms to the requirements of the Subdivision Map Act and the provisions of Title 16 of the El Monte Municipal Code. The City Manager and the City Engineer or their designees, are hereby authorized and directed to edit or complete any certificates or other documents on behalf of the City as may be necessary to evidence the City's approval of the recordation of the Final Tract Map and conformance with the requirements of the Subdivision Map Act.

SECTION 4. The City Council hereby accepts the Project developer's offer of dedication of two (2) feet of Right-of-Way along Cogswell Road for street purposes.

SECTION 5. Subject to the cooperation and assistance of the Project's developer, the City Engineer, or authorized designee, shall cause Final Tract Map No. 74489 to be filed for recordation in the Office of the Recorder of Los Angeles County at no cost or expense to the City at the earliest feasible time following the adoption of this Resolution.

SECTION 6. This Resolution shall take effect upon its adoption. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at the regular meeting of this ___ day of _____, 2020.

_____
Andre Quintero, Mayor

ATTEST:

_____
Catherine A. Eredia, City Clerk

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

I, Catherine A. Eredia, City Clerk of the City of EL Monte, hereby certify that the foregoing Resolution No. ____ was passed and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the ___th day of _____ 2020 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Catherine A. Eredia
City Clerk of the City of El Monte

Exhibit “A”
Final Tract Map No. 74489

2 PARCELS

15,763 SQ. FT (GROSS)

15,553 SQ. FT (NET)

PARCEL MAP NO. 74489

SHEET 1 OF 2 SHEETS

IN THE CITY OF EL MONTE

COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF LOT 1, BLOCK C OF TRACT NO. 10803, AS PER MAP RECORDED IN BOOK 186, PAGES 25 TO 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

FOR SUBDIVISION PURPOSES

OWNERS' STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE HEREBY DEDICATE TO THE PUBLIC USE ALL STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS SHOWN ON SAID MAP.

_____ CHRIS C. FUNG (OWNER)

_____ STACY N.T. LUU FUNG (OWNER)

NOTARY ACKNOWLEDGEMENT:

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) SS

ON _____, BEFORE ME _____, NOTARY PUBLIC, PERSONALLY APPEARED CHRIS C. FUNG AND STACY N.T. LUU FUNG WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT, THE PERSONS OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS 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

SIGNATURE _____

PRINT NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN LOS ANGELES COUNTY.

MY COMMISSION NO. _____ MY COMMISSION EXPIRES _____

SIGNATURE OMISSION NOTES

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 66436, (a)(3)(A)(i–viii) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED, AS THEIR INTEREST CAN NOT RIPEN INTO A FEE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.

STERLING MUTUAL WATER COMPANY, HOLDER OF EASEMENT FOR PIPELINES PURPOSES, BY DEED RECORDED IN BOOK 13513, PAGE 260, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

LOS ANGELES COUNTY CERTIFICATION AND SEALS

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____ DATE _____
DEPUTY

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF $_____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF PARCEL MAP NO. 74489 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____ DATE _____
DEPUTY

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETE FIELD SURVEY MADE BY ME OR UNDER MY DIRECTION IN APRIL, 2016, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CHRIS C. FUNG ON APRIL 19, 2016. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN TWELVE MONTHS FROM THE FILING DATE OF THIS MAP; THAT ALL MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; THAT TIE NOTES FOR ALL CENTERLINE MONUMENTS AND FOR ALL CENTERLINE TIE MONUMENTS WILL BE ON FILE IN THE OFFICE OF THE LOS ANGELES COUNTY SURVEYOR WITHIN TWELVE MONTHS FROM THE FILING DATE SHOWN HEREON.

_____
DATE

_____
JACK C. LEE LS 8407

PROFESSIONAL LAND SURVEYOR
JACK C. LEE
NO. 8407
STATE OF CALIFORNIA

BASIS OF BEARINGS NOTES:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING N67°17'30"W OF THE CENTERLINE OF McGIRK STREET AS SHOWN ON MAP OF TRACT NO. 10803, RECORDED IN BOOK 186 PAGES 25 TO 27 OF MAPS, RECORDS OF LOS ANGELES COUNTY.

CITY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF SUBDIVISION ORDINANCES OF THE CITY OF EL MONTE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

_____ _____
JIMMY CHUNG DATE
INTERIM CITY ENGINEER
CITY OF EL MONTE
R.C.E. 81346 EXPIRATION: 9/30/20

REGISTERED PROFESSIONAL ENGINEER
JIMMY CHUNG
NO. 81346
EXP. 09/30/20
CIVIL
STATE OF CALIFORNIA

CONTRACT CITY SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT COMPLIES WITH ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL SUBDIVISION ORDINANCES AND THAT IT IS TECHNICALLY CORRECT.

_____ _____
DAVID O. KNELL DATE
CONTRACT SURVEYOR – CITY OF EL MONTE
L.S. NO. 5301

PROFESSIONAL LAND SURVEYOR
DAVID O. KNELL
No. 5301
STATE OF CALIFORNIA

CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF EL MONTE BY MOTION DULY PASSED ON THIS _____ DAY OF _____, 2020 APPROVED THE ATTACHED MAP AND ACCEPTED THE RIGHT OF WAY DEDICATION OF "COGSWELL ROAD" FOR PUBLIC STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS AS SHOWN ON THIS MAP.

_____ _____
CATHI EREDIA DATE
CITY CLERK – CITY OF EL MONTE

CITY TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF EL MONTE, TO WHICH THE REAL PROPERTY INCLUDED THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

_____ _____
BRUCE FOLTZ – FINANCE DIRECTOR DATE
CITY OF EL MONTE

CITY PLANNER'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE TENTATIVE MAP OF PARCEL MAP NO. 74489 WAS APPROVED AT A MEETING HELD ON THE 11TH OF DECEMBER, 2018. I HEREBY CERTIFY THAT THIS MAP SUBSTANTIALLY COMPLIES WITH THE PREVIOUSLY APPROVED TENTATIVE MAP.

_____ _____
BETTY DONAVANIK DATE
COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR
CITY OF EL MONTE

SCALE: 1"= 20'

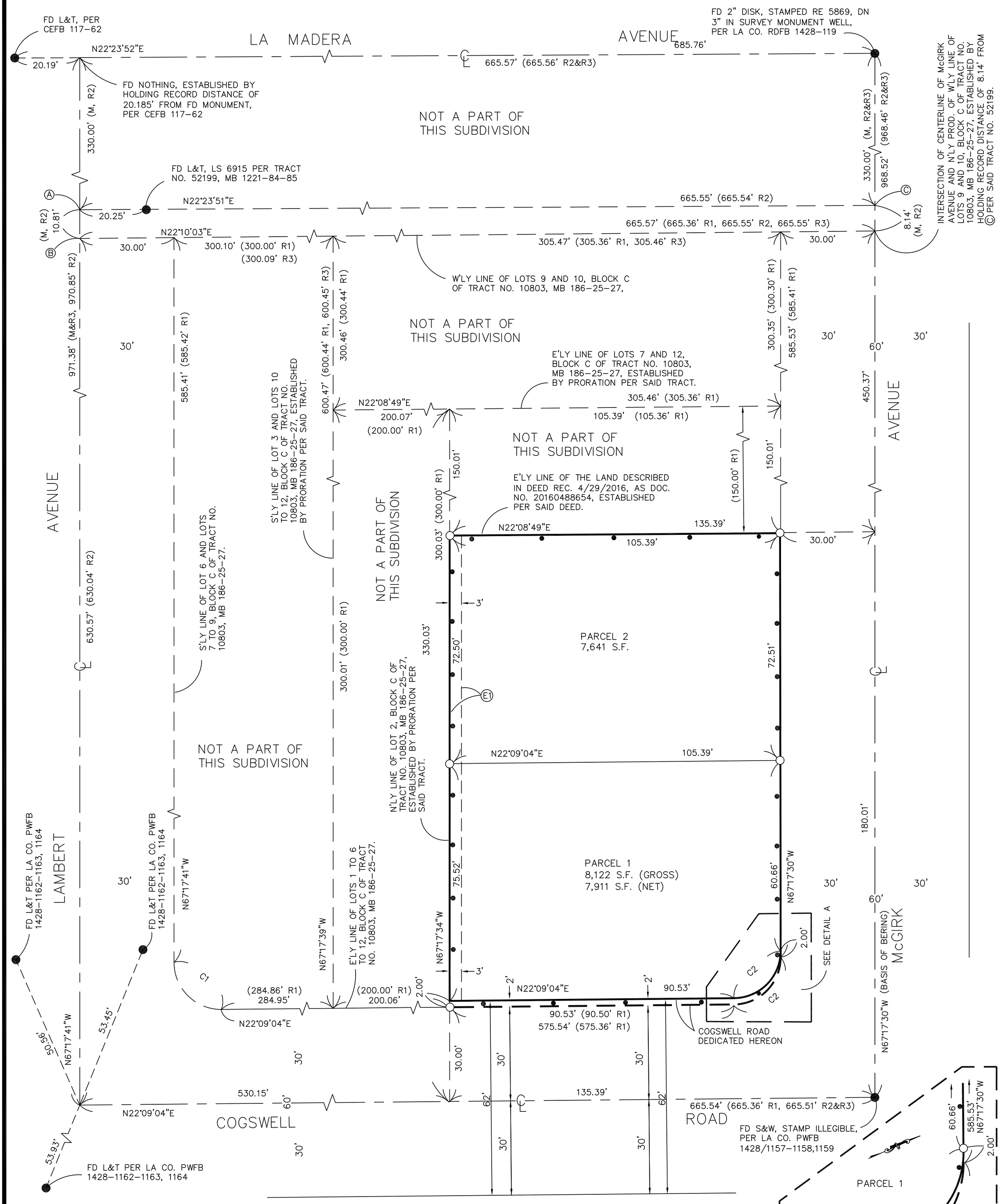
SHEET 2 OF 2 SHEETS

PARCEL MAP NO. 74489

IN THE CITY OF EL MONTE
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

LEGEND

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.



MONUMENT NOTES

● FD MONUMENT AS NOTED

○ SET 2" IRON PIPE 24" LONG WITH BRASS TAG, "LS 8407" AT ALL BOUNDARY CORNERS. A 6" SPIKE AND WASHER STAMPED "LS 8407" SHALL BE SET IN LIEU OF IRON PIPE IN ASPHALT SURFACE. A NAIL AND TAG "LS 8407" SHALL BE SET IN LIEU OF IRON PIPE IN CONCRETE SURFACE.

RECORD DATA NOTES:

R1 : TRACT NO. 10803, MB 186/25-27
R2 : TRACT NO. 52129, MB 1221/84-85
R3 : P.M. NO. 442, PMB 208/67
M : MEASURED DISTANCE
( ) RECORD OR CALCULATED DATA

EASEMENT NOTE:

(E1) 3' WIDE EASEMENT OF STERLING MUTUAL WATER COMPANY, FOR PIPELINES PURPOSES, BY DEED RECORDED IN BOOK 13513, PAGE 260, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

BOUNDARY NOTES:

Ⓐ = INTERSECTION OF CENTERLINE OF LAMBERT AVENUE AND S'LY PROD. OF W'LY LINE OF TRACT NO. TRACT NO. 52199, MB 1221-84-85, FD NOTHING, ESTABLISHED BY INTERSECTION.

Ⓑ = INTERSECTION OF CENTERLINE OF LAMBERT AVENUE AND S'LY PROD. OF W'LY LINE OF LOTS 9 AND 10, BLOCK C OF TRACT NO. 10803, MB 186-25-27, ESTABLISHED BY HOLDING RECORD DISTANCE OF 10.81' FROM Ⓐ PER SAID TRACT NO. 52199.

Ⓒ = INTERSECTION OF CENTERLINE OF McGIRK AVENUE AND N'LY PROD. OF W'LY LINE OF TRACT NO. TRACT NO. 52199, MB 1221-84-85 ESTABLISHED BY HOLDING RECORD DISTANCE OF 330.00' FROM FD MONUMENT PER SAID TRACT NO. 52199.

CURVE DATA

NO	RADIUS	DELTA	LENGTH	TANGENT	RECORD LENGTH
C1	15.00'	90°33'51"	23.71'	15.15'	(15.14' R1)
C2	15.00'	89°26'34"	23.42'	14.86'	(14.86' R1)

CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF APRIL 21, 2020

April 14, 2020

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Honorable Mayor and City Council:

CONSIDERATION AND ADOPTION OF A RESOLUTION APPROVING A BUSINESS GRANT PROGRAM TO ASSIST BUSINESSES IN THE CITY OF EL MONTE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt the proposed Resolution (Attachment 1) approving a Business Grant Program;

2. Authorize the reallocation of $228,103 in CDBG funds for Fiscal Year 2019-2020 from the Residential Rehabilitation Program and the Home Buyer Assistance Program to the Business Grant Program; and

3. Authorize the allocation of $200,000 in CDBG-CV funds to the Business Grant Program.

BACKGROUND

The City of El Monte (the "City"), as an entitlement city, receives Community Development Block Grant (CDBG), HOME Investment Partnerships ("HOME"), and Emergency Solutions Grant (ESG) Program funds on an annual basis from the U.S. Department of Housing and Urban Development ("HUD") to carry out a wide range of community development activities, which benefit low-income residents.

Recently, HUD enabled additional CDBG economic support ("CDBG-CV" funds) known as the Coronavirus Aid Relief and Economic Security ("CARES") Act. The objectives of the CDBG program is to enable activities that may be in response to the economic effects of the Coronavirus Disease 2019 ("COVID-19") pandemic, allowing grantees to

reprogram existing or future CDBG funds as part of long-term social welfare and economic development recovery efforts. These special funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic COVID-19. The funds will also support additional activities to mitigate the impacts of COVID-19.

In response to the harsh economic impact that COVID-19 has had on local businesses, the City developed a business grant program that will offer one-time $10,000 grants to help 55 businesses retain staff and continue to provide quality services to the residents of El Monte.

BUSINESS GRANT PROGRAM

The City is proposing to develop a Business Grant Program (the "Program") that will offer one-time $10,000 grants to help businesses retain staff and continue to provide quality services to the residents of El Monte. The Program will be implemented in two (2) phases:

1. Phase I – The City will utilize existing CDBG funds in the amount of $228,103. The existing CDBG funds are being reprogrammed from unused funds from the Residential Rehabilitation Program and the Home Buyer Assistance Program. Funds will be reprogrammed to these programs in Fiscal Year (FY) 2020-2021 from the City's CDBG allocation.

2. Phase II – The City will utilize CDBG-CV funds in the amount of $200,000. Phase II will be implemented upon receipt of HUD's guidance and approval to utilize CDBG-CV funds for this program. If clearance is not received from HUD, staff will reprogram these funds for other eligible uses. It should be noted that reprogramming will require that the City follow noticing and public review period requirements.

Staff developed a grant application and identified eligibility requirements to be utilized for the grant program. The authorizing statute of the CDBG program requires that each activity funded, must meet a national objective. The Business Grant Program will be available for eligible businesses that meet the Low Mod Area Benefit ("LMA"), or the Low Mod Job Creation and Retention ("LMJ") national objectives.

The LMA national objective will be used for businesses that benefit a residential neighborhood where at least 51 percent of the residents are low-and moderate-income ("LMI") persons. The application requires eligible businesses to be within an LMI identified Census Block Group.

The LMJ national objective will be used for business that retain permanent jobs, at least 51 percent of which (computed on a full-time equivalent basis) will be held by LMI

persons. The Business Grant Program application requires eligible businesses to provide support documentation (e.g. description of job position, household annual income, and family size, etc.) demonstrating that jobs will be held by LMI persons.

Applicants must meet the following criteria to be eligible to apply:

- ☐ Business must be physically located within El Monte city limits;
- ☐ Business must employ less than 20 employees, including the owner(s);
- ☐ Business has been operational for at least one (1) year; and
- ☐ Have or register for a DUNS Number (City Staff are available to assist).

Furthermore, consistent with CDBG requirements, a grant agreement is being drafted to be executed between the City and the business recipient. If awarded the grant, the business will need to agree to participate in ongoing Federally required monitoring. The City may ask businesses to periodically submit documents that support the use of grant funds and reports on the impact grant funds have had on their businesses.

Eligible Use of Funds by Local Business

The Business Grant Program funds are intended to help businesses retain staff and continue to provide quality services to the residents of El Monte. Use of funds is at the business owner's discretion. However, as part of the application process, they must submit a description and cost for items that will be funded by the grant. They must also submit back up documentation to support the costs. Below are some examples of eligible activities, please note this list is not meant to be exhaustive.

- Overhead expenses
- Rent and utilities
- Business services (web site development, etc.) to increase capacity to carryout business activities
- Labor expenses (excluding the owner)
- Business inventory and supplies
- Capital or equipment purchases necessary for the business operation, excluding vehicles.

FISCAL IMPACT

There will be no negative impact on the General Fund as a result of this Business Grant Program. Staff requests that the City Council: 1) authorize the reallocation of $228,103 in CDBG funds for Fiscal Year 2019-2020 from the Residential Rehabilitation Program and the Home Buyer Assistance Program to the Business Grant Program; and 2)

authorize the allocation $200,000 in CDBG-CV funds to the Business Grant Program. The City will utilize the reallocated CDBG funds of $228,103 and $200,000 in CDBG-CV funds for a total of $428,103 for the Business Grant Program.

CONCLUSION

It is recommended that the City Council adopt the proposed Resolution approving a Business Grant Program.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONAVANIK
Community and Economic Development Director

Attachment:
1. Resolution
2. Business Grant Program Manual

DATE: April 21, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

RESOLUTION NO._____

A RESOLUTION OF THE OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA APPROVING A BUSINESS GRANT PROGRAM

WHEREAS, the City of El Monte (the "City"), as an entitlement city, receives Community Development Block Grant (CDBG), HOME Investment Partnerships ("HOME"), and Emergency Solutions Grant (ESG) Program funds on an annual basis from the U.S. Department of Housing and Urban Development ("HUD") to carry out a wide range of community development activities, which benefit low-income residents; and

WHEREAS, HUD enabled additional CDBG economic ("CDBG-CV") support known as the Coronavirus Aid Relief and Economic Security ("CARES") Act, allowing grantees to reprogram existing or future CDBG funds as part of long-term social welfare and economic development recovery efforts; and

WHEREAS, the objectives of the CDBG program is to enable activities that prevent, prepare for, and respond to the economic effects of the Coronavirus Disease 2019 ("COVID-19") pandemic; and

WHEREAS, in response to the harsh economic impact that COVID-19 has had on local businesses, the City developed a Business Grant Program that will offer one-time $10,000 grants to help businesses retain staff and continue to provide quality services to the residents of El Monte; and

WHEREAS, the authorizing statute of the CDBG program requires that each activity funded, must meet a national objective; and

WHEREAS, the Business Grant Program will be available for eligible businesses that meet the Low Mod Area Benefit ("LMA"), or the Low Mod Job Creation and Retention ("LMJ") national objectives; and

WHEREAS, the City will meet the LMA national objective by distributing funds to businesses where at least 51 percent of the residents are low-and moderate-income ("LMI") persons; and

WHEREAS, local businesses will be required to submit an application to the City to determine whether they are eligible for the Business Grant Program; and

WHEREAS, the City will utilize $228,103 in Fiscal Year (FY) 2019 CDBG funds and $200,000 in CDBG-CV for the total amount of $428,103 for the Business Grant Program.

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

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

SECTION 2. The City Council of the City of El Monte does hereby approve a Business Grant Program to assist local business in the City.

SECTION 3. The City Manager is hereby authorized to execute all documents necessary to effectuate the intent of this resolution.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of El Monte at its regular meeting on this 21st day of April 2020.

_____
Andre Quintero, Mayor
City of El Monte

ATTEST:

_____
Catherine A. Eredia, City Clerk
City of El Monte

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

I, Catherine A. Eredia, City Clerk of the City of El Monte, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. _____ was passed and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 21st day of April, 2020 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Catherine A. Eredia, City Clerk
City of El Monte

CITY OF EL MONTE EMPLOYER ASSISTANT GRANT FUND

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PROGRAM GUIDELINES

OVERVIEW/BACKGROUND

The City of El Monte's Employer Assistant Grant Fund offers on-time $10,000 grants to eligible businesses to help them create jobs, retain jobs, and offer quality services to the residents of El Monte. Grant funds may be used for overhead expenses, rent, utilities, business services such as web site development to increase capacity, and necessary equipment to continue business operations, among others. Businesses are not expected to pay back grants.

The program is funded through a grant from the U.S. Department of Housing and Urban Development as eligible under Sections 105(a)17 of the Housing and Community Development Act of 1974. The City of El Monte's Employer Assistant Grant Fund meets the following national objectives, depending on the business' eligibility:

- Benefiting persons of low to moderate income; or
- Job creation and retention

BUSINESS ELIGIBILITY

Businesses must meet all requirements to be eligible for the program. Eligibility requirements are outlined below:

- Business must be physically located within El Monte city limits
- Business must employ less than 20 employees, including the owner(s)
- Business has been operational at least one (1) year
- Have or register for a DUNS Number (City Staff are available to assist)
- Submit all required documents (See *Required Documents* Section)
- Meet **one (1)** of the following criteria below:
    - The service activity area of the business is primarily residential, where at least 51 percent of the residents are LMI persons, and the business' services meet the needs of the service area residents. If the commercial district is composed of stores and businesses that serve local customers that meet the LMI then it qualifies; **OR**
    - Currently employ and retain at least one (1) low-and moderate-income (LMI) person or in the case of staff turnover, have the identified position filled by LMI person (see details below) **and** demonstrate that without grant assistance the job would be lost.

REQUIRED DOCUMENTATION

For an application to be considered complete, all listed documents must be submitted.

- Completed, signed application (application may be signed electronically)
- Attachment A, which documents business eligibility under the LMA national objective **OR**

- Attachment B (along with supplemental documents), which documents the business eligibility under the LMJ national objective

INELIGIBLE BUSINESSES

Due to federal funding restrictions, businesses that meet one (1) of the following criteria are not eligible for participation in the program.

- Business that do not currently employ LMI Persons **OR** that are in a census tract, block group that does not service LMI persons
- Businesses that fall into the following categories: gaming, liquor or tobacco stores, marijuana dispensaries and manufacturing, and any business or activity that does not comply with local, state or federal laws.

ELIGIBLE USE OF FUNDS

Awarded funds are intended to help businesses retain staff and continue to provide quality services to the residents of El Monte. Use of funds is at the business owner's discretion, however, below are some examples of eligible activities:

- Overhead expenses
- Rent and utilities
- Business services (web site development, etc.) to increase capacity to carryout business activities
- Labor expense (excluding the owner)
- Business inventory and supplies
- Capital or equipment purchases necessary for the business operation, excluding vehicles

Businesses are required to identify their intended use of funds during the application process. Program staff will follow up with the businesses and collect relevant documents that support appropriate use of grant funds.

INELIGIBLE USE OF FUNDS

Funds may not be used for the following activities:

- Personal property
- Repayment of refinance of existing debt or to pay operating deficits tax arrearages, governmental fines or penalties or general government expenses
- Personal income or emergency situations
- Political or religious activities, lobbying or any activity prohibited in the CDBG regulations in 24 CFR 570

VERIFYING & DOCUMENTING ELIGIBILITY

Application

Staff shall review all applications for thoroughness and completion. Staff is responsible for making sure that all eligibility document has been submitted by the business owner. Applications are to be reviewed on a first-come, first-serve basis. The application consists of the following components.

1. Applicant Information
    a. Staff shall review that all information has been filled out
    b. Staff shall verify that the business has included a DUNS number. Staff may need to assist businesses register and obtain a DUNs number prior to submitting their application.
2. Background Information
    a. Staff shall review that all information has been filled out.
    b. Staff shall review answers to all questions and note areas where the business may need additional technical assistance support.
3. Financial Information
    a. Staff shall review that all information has been filled out.
    b. Staff shall verify that the business has identified how they plan to use grant funds. Staff will note how the business plans to use funds and will collect supporting documents and monitor grant expenses.
4. Assurance and Signatures
    a. Staff will verify that the applicant has signed and dated the application.

- For Office Use Only
  Staff will use this section to verify that that:
    - Application is complete;
    - Business has submitted all required documents; and
    - Business meets the eligibility requirements, including meeting a HUD national objective.

Attachment A: Meeting the LMA National Objective

Under the LMA national objective the services in the area are of benefit to low-and moderate-income (LMI) persons. To be eligible for this grant, the service activity area must be primarily residential, where at least 51 percent of the residents are LMI persons, and the business' services meet the needs of the service area residents.

Staff will Attachment A for completeness. Attachment A consists of the following components:

1. Business Information
    b. Staff shall review that all information has been filled out.
2. Determining the Census Tract & Block Group
    a. Attachment A includes details for the business owner to identify the census tract and block group of their business.
    b. Staff may need to assist businesses to identify their census tract and clock group.
    c. Staff will verify the information by following the steps in Attachment A. Staff will then print out the results page, highlighting the business census tract and block group, and place the printout in the business file.

Attachment B: Meeting the LMJ National Objective

Under the LMJ objective activities are meant to retain jobs and/or benefit areas with low-and moderate-income (LMI) persons. To be eligible for this grant, the business must create or retain permanent jobs, at least 51 percent of which (computed on a full-time equivalent basis) are to be made available to or held by LMI persons, **or** the identified LMI staff reside in an eligible census tract with at least 70 percent LMI persons, **or** the business is in an eligible census tract and the job will be located within that same census tract.

Staff will check Attachment B for completeness. Attachment B consists of the following components:

1. Business Information
    a. Staff shall review that all information has been filled out.
    b. Staff shall pay special attention to make sure that questions have been answered thoroughly and that the business has clearly explained the impact that grant funds will have on their ability to create jobs or retain jobs.
    c. Businesses must submit financial documents showing the past six (6) months of revenue.
        i. Staff will verify that the business has submitted appropriate documents.
        ii. Staff will summarize what the financial documents show (i.e. growth requiring additional workforce, loss of revenue, etc.).
2. Section A.1-To be completed if business is using funds to retain staff
    a. Income Certification
        i. Staff shall review that all information has been filled out.
        ii. An income certification form is required for **all** business employees. Staff will verify that the business has submitted a *CDBG Participant Data Form* for all employees.
    b. Employee Table
        i. Staff shall review that all information has been filled out.
        ii. Staff shall use the *CDBG Participant Data Form* to confirm that the data in the table matches the forms.
        iii. Staff will verify that at least 51% of employees listed are LMI persons.
3. Section A.2 To be completed is business is using funds to create jobs
    a. Documents to Submit
        i. Staff shall verify that all documents have been submitted.
        ii. If the business has not yet created the job but will be working towards this, Staff will check in with the business at least on a monthly business to collect required documents. Staff may need to assist (i.e. find job description templates, resume workshops, check in to make sure business activities are compliant) businesses to make sure all documents are collected.

AWARDING THE GRANT

Upon verification of eligibility, the City will confirm the eligibility status with the business via email. The City will then provide the business with an agreement outlining the terms and conditions of the award. Upon receipt of a signed agreement the City will disburse the one-time grant in the amount of $10,000.

MONITORING

Staff is responsible for providing on-going monitoring to ensure that grant funds are used in the way they were intended.

Staff will review the business' application to identify how the business said they would use funds and will collect supporting documents on a quarterly basis. If a business finds it necessary to change their intended use of the funds, they must notify the City in writing with at least five (5) days in advance.

Although this list is not intended to be exhaustive, supporting documents may include:

- Lease agreement and rent receipts
- Invoices
- Payroll documents

All collected document will be placed in a business's program file.

IDIS

All program activities will be recorded in IDIS.

Staff is required to enter data into the IDIS once a fully executed agreement has been processed.

REPORTING

Staff is required to compile and submit quarterly status reports to be included in the City's quarterly performance reports.

Staff is required to submit their status reports no later than 10 days after the end of the reporting quarter. At that time staff is responsible for ensuring that all data in IDIS is also up to date.

CITY OF EL MONTE

CITY ATTORNEY'S OFFICE
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF APRIL 21, 2020

April 16, 2020

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Honorable Mayor and City Council:

CONSIDERATION AND APPROVAL OF RESOLUTION UPDATE AND MODIFYING THE CITY'S DECLARED LOCAL EMERGENCY DECLARATION DUE TO THE PUBLIC THREAT CAUSED BY THE CORONAVIRUS (COVID-19)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt the attached Resolution (Attachment 1) updating and modifying the City's declared local emergency due to the public threat caused by the coronavirus (COVID-19).

BACKGROUND/ JUSTIFICATION OF RECOMMENDED ACTION:

Since Coronavirus was first reported in China in December 2019, it has quickly spread throughout the world to over 120 countries. As of March 12, 2020, over 135,000 cases of the virus have been reported worldwide with nearly 5,000 deaths. After China, the countries with the greatest number of cases are South Korea, Italy, and Iran. Coronavirus can take up to 14 days to show symptoms, is highly contagious (even before showing symptoms) and has no known vaccine. Extraordinary measures have been taken to contain the virus, including quarantining multiple provinces of China and the entire country of Italy. On March 11, 2020, the World Health Organization (WHO) declared the virus outbreak a pandemic.

The first confirmed case of Coronavirus in the United States was made on January 21, 2020. In the ensuring months, COVID-19 has spread to all corners of the County prompting aggressive action by State and local governments to contain its spread. Since early March the Governor has issued numerous executive orders aimed at both containing the spread of the virus and offering relief to business, workers and tenants who have been impacted adversely by the virus itself or by governmental orders and other measures that have been implemented to contain the virus's spread.

The Governor's Executive Orders include Executive Order N-33-20, issued March 19, 2020, orders all individuals living in the State of California to stay at home or their place residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors. On March 19, 2020, the County of Los Angeles Department of

Public Health ("County Health Department") issued its first iteration of the Safer at Home Order for Control of COVID-19 (the "Safer at Home Order") to further restrict and limit the gathering of persons and to require the closure of shopping centers, children's playgrounds, and non-essential businesses in an effort to slow the spread of COVID-19 within the greater Los Angeles community. The County Health Department has since issued subsequent revisions to the Safer at Home Order with the last such revision issued April 10, 2020. The current iteration of the Safer at Home Order will not expire until May 15, 2020 and could conceivably be extended further as infection data is gathered and infection trends develop.

This County's ongoing restrictions on the operations of Non-Essential Business, Essential Businesses, Essential Infrastructure (which includes the City of El Monte) and Healthcare Operations continues to require that the City operate under special emergency conditions so as to abide by virus containment efforts. To comply with these mandates the City must continue to (a) restrict access to City facilities by members of the public; (b) restrict and/or reconfigure in-office staffing and operations to comply with social distancing mandates and other infection control protocols; (c) undertake emergency initiatives designed to aid individuals and businesses impacted by the virus directly or by regulatory restrictions put in place to contain the virus; (d) assume certain enforcement responsibilities as relate to State and County orders designed to contain the spread of the virus; and (e) prepare for second wave financial impacts that could arise because of the economic downtown caused by the virus. All these efforts require the City to continue the declared state of emergency and implement protocols that account for the added burden placed upon the City during this time of crisis.

The attached updated resolution affirms prior findings of emergency and the continued need for various emergency protocols. The resolution also further extends certain deadlines and tolling periods to account for the ongoing crisis and the extension of State and County emergency protocols. Included among the time extensions are extension of deadlines relevant to the submission of cannabis applications and responses to records requests.

FISCAL IMPACT

The majority of protocols established by this Resolution do not have any immediate foreseeable financial impact on the City. It should also be noted that certain costs of the City attributable to its response to COVID-19 may be reimbursable from federal and State emergency funding sources.

RECOMMENDATION

It is recommended that the City approve the attached Resolution updating and modifying the terms of the City's declared local emergency in response to the COVID-19 global pandemic.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

RICHARD PADILLA
Assistant City Attorney

Attachment 1: Updated Urgency Ordinance.

DATE: April 21, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA UPDATING AND MODIFYING THE CITY'S PRIOR DECLARATION OF A LOCAL EMERGENCY DUE TO THE PUBLIC THREAT CAUSED BY THE NOVEL CORONAVIRUS (COVID-19) AND REPEALING AND SUPERSEDING PRIOR CITY COUNCIL RESOLUTION 10108

WHEREAS, Coronavirus, also known as COVID-19, was first reported in China in December 2019;

WHEREAS, in less than three (3) months, COVID-19 has infected over 135,000 people in 120 cases and has caused nearly 5,000 deaths;

WHEREAS, COVID-19 can take up to 14 days to exhibit symptoms, is highly contagious (even when not showing symptoms) and has no known vaccine;

WHEREAS, COVID-19 was first identified in the United States on January 21, 2020, and since then, there has been a total of 1,599 confirmed cases and 40 deaths;

WHEREAS, on February 26, 2020, the Centers for Disease Control and Prevention ("CDC"), confirmed the first possible case of community transmission of the COVID-19 in the United States.

WHEREAS, on March 4, 2020, California Governor Gavin Newsom declared a State of Emergency and the County of Los Angeles, City of Los Angeles, City of Long Beach and City of Pasadena all declared Local Emergencies; and

WHEREAS, on March 11, 2020, the World Health Organization (WHO) publicly characterized COVID-19 as a pandemic; and

WHEREAS, on March 11, 2020, the City of El Monte ("City") began taking measures to reduce the spread of the virus by cancelling all City –planned events for the Month of March 2020, temporarily closing the Jack Crippen Multi-Purpose Senior Center, modifying the Elderly Nutrition Program, temporarily closing the El Monte Aquatic Center, cancelling the Senior Lap Swim and Exercise Program and deep cleaning and disinfecting all high-touch areas of City Hall, other City buildings, and bus shelters; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency due to the continue spread and the effects of COVID-19; and

WHEREAS, since early March the Governor has issued numerous executive orders aimed at both containing the spread of the virus and offering relief to business, workers and tenants who have been impacted adversely by the virus itself or by governmental orders and other measures that have been implemented to contain the virus's spread;

WHEREAS, the Governor's Executive Orders include Executive Order N-33-20, issued March 19, 2020, orders all individuals living in the State of California to stay at home or their place residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors; and

WHEREAS, on March 17, 2020, the City adopted its first resolution declaring a local emergency due to the threat caused by COVID-19; and

WHEREAS, on March 19, 2020, the County of Los Angeles Department of Public Health ("County Health Department") issued its first iteration of the Safer at Home Order for Control of COVID-19 (the "Safer at Home Order") to further restrict and limit the gathering of persons and to require the closure of shopping centers, children's playgrounds, and non-essential retail businesses in an effort to slow the spread of COVID-19 within the greater Los Angeles community; and

WHEREAS, the County Health Department has since issued subsequent revisions to the Safer at Home Order with the last such revision issued April 10, 2020; and

WHEREAS, the current iteration of the Safer at Home Order will not expire until May 15, 2020 and could conceivably be extended further as infection data is gathered and infection trends develop;

WHEREAS, the City Council does hereby find the following:

1. That the above recitals are true and correct and based thereon, hereby finds that the spread and potential further spread of COVID-19 constitutes a situation that severely impairs the public health and safety within the City and constitutes conditions of extreme peril to the safety of persons and property within the City;

2. That these conditions are likely to be beyond the control of the services, personnel, equipment, and facilities of the City;

3. That the conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency;

WHEREAS, Title 2, Chapter 36, Section 40, of the City's Municipal Code provides the El Monte Disaster Council shall consist of A) The Mayor, who shall serve as chairperson; B) The Director of Emergency Services, shall serve as vice-chairperson; C) The Assistant Director of Emergency Services; D) Such section coordinators and emergency services management staff as are provided for in current emergency plan of this city; and

WHEREAS, Title 2, Chapter 36, Section 70, of the City's Municipal Code designates the City Manager to act as Director of Emergency Services, as part of the El Monte Disaster Council and allows the Director to appoint an Assistant Director of Emergency Services.

BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby finds that the foregoing recitals are true and correct and are incorporated into the body of this Resolution by this reference.

SECTION 2. Resolution No. 10108 is hereby repealed, superseded and replaced in its entirety, by this Resolution and shall be of no further force or effect

SECTION 3. The City Council hereby adopts the following resolution as a result of to the ongoing novel coronavirus ("COVID-19") global pandemic.

SECTION 4. That conditions of extreme peril to the safety of persons and property continue within the City of El Monte caused by COVID-19. Accordingly, the City Council hereby extends its declaration of a Local Emergency due to COVID-19. The aforesaid conditions of extreme peril warrant and necessitate the proclamation of the continued existence of a local emergency. The local emergency shall be deemed to continue to a date that is thirty (30) calendar days from the date the May 15, 2020 expiration date of County's Safer at Home Order or such later expiration date as the County Health Department may later establish for the same.

SECTION 5. That during the threatened existence and actual existence of the local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of the City shall continue to be those prescribed by state law, by ordinances, and resolutions of the City and approved by the City Council. Except as otherwise ordered by the Director of Emergency Services, El Monte City Hall and all other City facilities will continue to be closed to the public until the expiration of the County's Safer at Home Order (currently set for May 15, 2020) or at such later date as the County Health Department may set by subsequent order. The City as "Essential Infrastructure" within the meaning of the Safer at Home Order will practice "Social Distancing" to the extent practicable at all City facilities which shall include:

1. Maintaining at least 6 feet of physical distancing from individuals who are not part of the same household;
2. Facilitating the frequent washing of hands with soap and water for at least 20 seconds or using hand sanitizer that contains at least 60% alcohol;
3. Promoting the wearing of cloth face coverings by City personnel and persons who may patronize City facilities;
4. Requiring that persons who are sick with fever or cough to avoid social interaction outside of the household, including at City Hall or any other City facility.

SECTION 6. That, the City Manager, as the Director of Emergency Services, is hereby authorized to exercise her powers and duties as provided in §§ 2.36.040 and 2.36.070 of the El Monte Municipal Code.

SECTION 7. To ensure that City vendors are paid in a timely manner, the City Manager and the City Treasurer are authorized and directed to approve the claims and

demands, make payments thereon, and finally to bring those claims and demands to the City Council at future meetings for ratification of the payments made.

SECTION 8. That the City Council will utilize, to the extent reasonably feasible and appropriate, the ability to conduct its council meetings via teleconferencing and other electronic means to permit councilmembers and members of the public to adopt social distancing to the greatest extent possible while still proceeding with the efficient handling of the City's business, in compliance with the Governor's Executive Order N-29-20 and Executive Order N-35-20 which have relaxed certain provisions of the Brown Act. The City shall avail itself of the procedures authorized by the Governor's Executive Orders until such time as they are rescinded by the Governor.

SECTION 9. The City acknowledges the provisions of Section 23 of the April 10, 2020 revision to the County's Safer at Home Order which provides in relevant part: "… [P]ursuant to Sections 26602 and 41602 of the California Government Code and Section 26602 and 41601 of the California Government Code and Section 101029 of the California Health and Safety Code, the Health Officer requests that … Chiefs of Police in all cities located in the Los Angeles County Public Health Jurisdiction ensure compliance with and enforcement of [Safer at Home Order]". To the extent permitted by law, the City reserves the right to enforce all provisions of the County Safer at Home Order as last amended on April 10, 2020 or as the same may be further amended by the County Health Department, including but not limited to:

1. Prohibitions on the in-person operations of Non-Essential Businesses and operational requirements and restrictions placed on the authorized "Minimum Basic Operations" of Non-Essential Businesses as the term "Minimum Basic Operations" is defined under the Safer at Home Order;

2. Operational requirements and restrictions placed on so-called Essential Businesses; and businesses, organizations and entities defined as Essential Infrastructure and Healthcare Operations, including compliance with so-called "Social Distancing Protocols" required by the County Health Department, which includes the County Health Departments mandatory face covering requirements for workers, contract works and customers of Essential Businesses.

3. All restrictions placed on so-called "Essential Activities" as defined under the Safer at Home Order;

4. All prohibitions and restrictions placed on "Indoor Malls and Shopping Centers" and "Outdoor Malls and Shopping Centers" as those terms are defined under the Safer at Home Order.

To the extent permitted by law, the City shall also enforce those mandatory prohibitions and restrictions set forth under the Governor's Executive Order Nos. 25-20 dated March 12, 2020.

SECTION 10. To the fullest extent permitted by applicable law, declaration or executive order of the State of California or as may otherwise be authorized under the El Monte Municipal Code or collective bargaining agreements, the City Manager shall

continue to be authorized to make such urgency expenditures as may be necessary to preserve the public health safety and welfare and make such personnel assignments (including "out of classification" personnel assignments) as may be necessary for the orderly and effective functioning of City government and the safeguard the public health, safety and welfare, including but not limited to services that directly impact the health and safety of the public.

SECTION 11. Extension of Application and Related Deadlines Concerning Ordinance No. 2690. In light of the conditions indicated in the Recitals above, and pursuant to the emergency authority cited within this Resolution, the City Council finds that it is necessary to further extend certain application and related deadlines to afford applicants time to sufficiently complete their applications and staff adequate time to complete its due diligence in providing for the review of applications and otherwise complying with Ordinance No. 2690. Accordingly, and notwithstanding any provision of Ordinance No. 2690 to the contrary, the following shall be the updated schedule of Ordinance No. 2690-related tasks and deadlines:

a. Questions to be e-mailed to City staff no later than March 26, 2020;
b. Zoning verification letters must be postmarked for mail delivery by a date that is more than ten (10) calendar days prior to the applicable application submission deadline referenced under subsection (c) of this section below. (As of the date of this Resolution the deadline for the submission of applications is 5:00PM on June 15, 2020. Accordingly, at present all zoning verification letters must be postmarked for delivery no later than June 4, 2020);
c. Applications shall be submitted to the City by 5:00PM on the first City business day that is not less than thirty (30) calendar days from the expiration date of the County's Safer at Home Order. The term "City business day" means Monday through Thursday, excluding City-observed holidays. As of the date of this Resolution, the expiration date of the County Safer at Home Order is May 15, 2020 which in turn means that the deadline for the submission of applications will be 5:00PM on June 15, 2020. If the County Safer at Home Order is extended, the City will notify all applicants of the extended deadline for the submission of applications.

SECTION 12. In light of the closure of City Hall due to the COVID-19 outbreak, the City will be unable to timely respond to requests for public records. The City considers any such deadlines to be tolled until the May 15, 2020 expiration of the County's Safer at Home Order or as the same may be subsequently extended by the County Health Department. Those members of City staff responsible for advising requestors of the status of requests, shall advise requestors of the City's limited staffing and response capacity during the pendency of the Safer at Home Order and shall advise requestors that the production of non-privileged records may take a minimum of thirty (30) days to commence, depending on the volume and complexity of the request.

SECTION 13. That all deadlines prescribed in the El Monte Municipal Code, including but not limited to provisions in community, specific or other similar plans, pertaining to permits, public hearings, and decisions made by legislative bodies, the Director of Community and Economic Development, and other City department directors

shall be tolled and suspended until further notice. The tolling of such deadlines shall apply, without limitation, to the following:

1. Expiration of building and other related permits and plan check applications.
2. Deadline to act on entitlement applications, applications subject to the Permit Streamlining Act, or applications subject to the Subdivision Map Act.
3. Deadline for effectuation and utilization of entitlements.

SECTION 15. The Government Code Section 8630 requirement that City Council review of the need for continuing the local emergency at least once every sixty (60) days until the City Council terminates the local emergency has been waived for the duration of the statewide emergency declared by Governor Newsom. In the event this declaration of local emergency extends for more than the duration of the statewide emergency declared for COVID-19, City Staff are directed to thereafter return this item for Council review of the need for continuing the local emergency at least once every sixty (60) days until the City Council terminates the local emergency.

SECTION 16. That the City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption. Notice of the measures set forth in this Resolution shall be provided on the City website and on the City's available social media platforms.

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PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at its regular meeting on this ____ day of April 2020.

_____
André Quintero
Mayor of the City of El Monte

ATTEST:

_____
Catherine A. Eredia
City Clerk of the City of El Monte

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

I, Catherine A. Eredia, City Clerk of the City of EL Monte, hereby certify that the foregoing Resolution No. ____ was passed and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 21st day of April 2020 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Catherine A. Eredia
City Clerk of the City of El Monte