

LOCATION:

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

**DATE AND TIME:**

Wednesday,
April 8, 2026
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:

Jessica Ancona, Mayor

- ♦ *Viviana Longoria, Mayor Pro Tem* ♦ *Marisol Cortez, Councilmember*
- ♦ *Sheila Crippen-Thomas, Councilmember* ♦ *Cindy Galvan, Councilmember*
- ♦ *Martin Herrera, Councilmember* ♦ *Dr. Julia Ruedas, Councilmember*

This meeting shall be conducted in compliance with the procedures of Government Code section 54953 as most recently amended by AB 2449 which took effect January 1, 2023. As amended by AB 2449, Government Code section 54953(f) allows less than a quorum of the City Council to participate remotely at any given meeting of the City Council where the remote participant(s) have a statutorily defined “just cause” reason or “emergency” reason for participating remotely. When a member of the City Council participates remotely pursuant to Government Code section 54953(f), the location from which the City Council member is participating remotely does not need to be identified on the agenda and does not need to be open to members of the public. Because Government Code Section 54953(f) allows City Council members to notify the City of their need to participate remotely as late as the start of the meeting, the City Council will prepare for all meetings with the assumption that some number of its members (less than a quorum) might need to participate remotely pursuant to Government Code Section 54953(f). All such meetings will be conducted in compliance with the requirements of Government Code Section 54953(f)(1). Per Government Code Section 54953(f)(2)(B), any City Council member who participates remotely per Government Code section 54953(f) “**shall publicly disclose at the meeting before any action is taken, whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member’s relationship with any such individuals**”.

Members of the public wishing to observe the meeting may do so in any of the following ways:

- (1) Turn your TV to Channel 3; or

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- (2) City's website at <http://www.elmonteca.gov/378/Council-Meeting-Videos>; or
- (3) In person.

Persons wishing to offer public comment for this meeting may do so:

- (1) By directly addressing the City Council in person at the time(s) allotted on the agenda for such comment. Persons wishing to address the City Council in person are asked to fill-out a blue speaker card providing their name and indicating whether they wish to address the Council on an item(s) of business appearing under (i) the Closed Session portion of the agenda; (ii) the Public Hearing portion of the agenda; (iii) any item of business appearing under any other portion of the agenda; and/or (iv) a non-agendized matter that is within the subject matter jurisdiction of the City Council. Speaker cards should be submitted to the City Clerk or the Sergeant at Arms (a uniformed El Monte Police Officer) before the City Council's approval of the agenda, if possible; or
- (2) By submitting comments in writing before the conclusion of the portion of the agenda set aside for General Public Comment or in the case of a matter set for Public Hearing before the conclusion of the public comment portion of the Public Hearing. If written comments should identify which agenda item(s) they pertain to a non-agendized matter that is within the subject matter jurisdiction of the City Council.

The City Council will not receive public comment via telephone, unless one or more members of the City Council is participating remotely pursuant to paragraphs (e) or (f) of Government Code Section 54953. When the call-in option is required by Government Code Sections 54953(e) and (f), members of the public may also offer comment by calling-in to the conference line at (888) 204-5987; Code 8167975 by or before any of the specific times allotted on the agenda for public comment. At each point of the agenda at which public comment is received, the City Council, through the presiding officer, will ask the City Clerk if there are any members of the public who have called in who wish to address the City Council on a particular matter or grouping of matters. When calling in, members of the public shall inform the attendant which item(s) of business they wish to speak on, and callers will be connected by telephone when the time for commenting on such items is commenced.

As described in greater detail below, members of the public may address the City Council (i) on agendized closed session items of business prior to the City Council going into closed session; (ii) on items of business listed under the heading Public Hearings when the public hearing on the item the speaker/caller wishes to speak on is opened; and (iii) on all other items of agendized and non-agendized business during the portion of the agenda entitled General Public Comment. **The City Council shall be under no obligation to entertain comments from persons who (i) submit a speaker card after the City Council closes the applicable commenting period; or (ii) call-in after the City Council closes the applicable commenting period.** With this in mind, speakers are strongly encouraged to submit cards or call in as early as possible to avoid missing the opportunity to speak. The City 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 matter pursuant to the Brown Act (Govt. Code Section 54950 et seq.) ("Brown Act") Members of the City Council may provide brief clarifying responses to any comment made or questions posed. Persons who wish to address the City Council are asked to state their name and address for the record. *Speakers may not lend any portion of their speaking time to other persons or borrow additional time from other persons.* All comments or queries presented by a speaker/caller shall be addressed to the City Council as a body and not to any specific member thereof. No questions shall be posed to any member of the City Council except through the presiding official of the meeting, the Mayor and/or Chair. The City Council may not engage in any sort of prolonged discussion or deliberation with any speaker or group of speakers on matters



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that are not listed on this agenda, nor may the City Council take action on any non-agendized items of business, except as specifically authorized under the Brown Act.

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 City Council meeting. In accordance with Government Code Section 54957.95 as adopted under SB 1000, 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 City 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; speaking off topic or speaking beyond the speakers allotted time limit. 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 participating in 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.

[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:

Jessica Ancona, Mayor/Chair
Viviana Longoria, Mayor Pro Tem/Authority Member
Marisol Cortez, Councilmember/Authority Member
Sheila Crippen-Thomas, Councilmember/Authority Member
Cindy Galvan, Councilmember/Authority Member
Martin Herrera, Councilmember/Authority Member
Dr. Julia Ruedas, Councilmember/Authority Member

3. APPROVAL OF AGENDA:

4. CLOSED SESSION:

The City Council and the various legislative bodies whose membership is composed exclusively of the membership of the City Council will attempt to address and complete all Closed Session business between 6:00 p.m. and 7:00 p.m. If the City Council completes all Closed Session business prior to 7:00 p.m., the City 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 agenda items by 7:00 p.m., the City 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 City Council on any *agenda* Closed Session matter, the City Council shall allow such person to address the City Council on such matter(s) prior to going into Closed Session, provided that all persons wishing to address the Council on an agenda Closed Session



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matter shall (i) call-in or submit a speaker card in the manner prescribed on page 1 of this agenda, above, prior to the City Council going into closed session; and (ii) be subject to a single speaker time allotment of three (3) continuous minutes total per speaker to address the City Council on any or all closed session items of business.

- 4.1 Closed Session Pursuant to Government Code Section 54957 – Discussion of Potential Threats to Public Services or Facilities with Chief of Police and Plans for Addressing the Same.**

OPEN SESSION PROCEEDINGS

(Commencing at 7:00 p.m. or as soon thereafter as the City Council reconvene from Closed Session/Short Recess).

5. INVOCATION: Chaplain.

6. FLAG SALUTE: Keysha N. Saldaña, 4th Grade Student from Parkview School.

7. RECOGNITIONS, HONORS AND COMMUNITY INTEREST PRESENTATIONS:

7.1 Presentation by the City Council to Keysha N. Saldaña from Parkview School for Leading the Pledge of Allegiance.

7.2 Presentation by the El Monte Veterans of Foreign Wars Post 10218 to the City Council.

7.3 Presentation by the City Council to Naresh (ND) Bhakta for His Valued Dedication and Contributions to the City of El Monte.

7.4 Presentation by the City Council to 2026 Woman of the Year Nominees for Their Valued Dedication and Contributions to the City of El Monte.

8. CITY MANAGER'S AGENDA:

8.1 Immigration Ad Hoc Update.



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8.2 Consideration and Approval of a Resolution of the City Council of the City of El Monte Authorizing the City Manager to Execute an Agreement with the Los Angeles Dodgers Foundation and Authorize an Increase in Appropriation in the Grant Fund for Fiscal Year 2025-2026.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Resolution authorizing the City Manager, or her designee, to execute an Agreement with the Los Angeles Dodgers Foundation to receive grant funding for Dodgers Dream Team; and
2. Consider and authorize an increase in appropriation in the amount of \$24,840 for the Fiscal Year 2025-2026.

Total Cost: \$24,840

Account No: 299-51-511-2-0-*****

Is the cost of this item budgeted? No

Resolution No. 10680

9. GENERAL PUBLIC COMMENT:

This time has been set aside for members of the public to directly address the City Council on agenda items of business (other than those agenda items of business or closed session items) or on any other matter of interest to the speaker/caller that is within the subject matter jurisdiction of the City Council, the Housing Authority, the Financing Authority and/or the Water Authority (collectively, the "Council"). Each speaker/caller will be limited to a single allotment of three (3) continuous minutes total to address the Council on any or all matters covered by this section. As explained more specifically under the Public Hearing portion of this agenda, members of the public wishing to offer comment on items of business agenda items under the Public Hearing portion of the agenda shall have a separate allotment of three (3) continuous minutes per speaker per public hearing item. 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. Persons wishing to address the Council on matters covered under General Public Comment shall call in or submit a speaker card in the manner prescribed on page 1 of this agenda, above, by or before the General Public Comment portion of the agenda is closed. The City Council shall be under no obligation to entertain comments from speakers/callers who submit cards or call in to speak on matters covered by the section after the General Public Comment portion of the agenda is closed.



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10. DEMAND RESOLUTION NO. D-748

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 and demands totaling \$8,908,205.22 have been examined by the City Treasurer and that warrant numbers 1137616 through 1137838, and the payroll period March 1, 2026 through March 15, 2026 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.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

12.2 A Second Reading to Consider and Approve an Ordinance Amending Chapters 17.30 (Mixed/Multiuse Zoning District); 17.40 (Commercial Zoning District); 17.42 (Manufacturing Zoning Districts); 17.16 (Nonconforming Provisions); 17.112 (Standards For Specific Nonresidential Uses) and 17.150 (Use Definitions) of Title 17 (Zoning) and Chapter 8.10 (Retail Sales of Tobacco Products) of Title 8 (Health and Safety) of the El Monte Municipal Code (EMMC).

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:



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1. Adopt the proposed Ordinance for a second reading by no less than four (4) affirmative votes and adopt an Exemption pursuant to CEQA Guidelines Section 15061(b)(3).

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

Ordinance No. 3064

12.3 Receive and File the City Clerk's Quarterly Listing of Contracts Filed in the City Clerk's Office Between January 1, 2026 and March 31, 2026.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Receive and file the Report.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

12.4 Adopt a Resolution Designating April 23, 2026 as the 2026 Commemoration of Arbor Day in the City of El Monte.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Adopt a Resolution approving the commemoration of Arbor Day.

Total Cost: \$1,500

Account No: 100-67-687-4-0-62110-00000

Is the cost of this item budgeted? Yes

Resolution No. 10681

12.5 Consideration and Authorization to Advertise and Publish the Notice Inviting Bids for the Zone 9 Street Improvement Project, CIP No. 071.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Authorize staff to advertise and publish the Notice of Inviting Bids for the Zone 9 Street Improvement Project, CIP No. 071.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A



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12.6 Consideration and Approval of a Resolution Authorizing Submittal of State Water Resources Control Board, Clean Water State Revolving Fund Grant Application for the Planning, Design, and Construction of the Septic-to-Sewer Conversion Project.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve the attached Resolution authorizing submittal of a grant application from the State Water Resources Control Board, Clean Water State Revolving Fund for a financing agreement for planning, design and construction of the Septic-to-Sewer Conversion Project; and designating the City Manager, or her designee, as the authorized representative to execute all necessary documents; and
2. Approve the Notice of Exemption for the planning and design of the Project and directing staff to file it with the Los Angeles County Registrar Recorder's Office.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

Resolution No. 10682

12.7 Consideration and Authorization for the City Manager to Exercise the Sale and/or Otherwise Dispose of City Property in the Form of the Public Works Maintenance Division Vehicles.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and authorize the City Manager to exercise the sale and/or otherwise dispose of City Property in the form of the Public Works Maintenance Division vehicles.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

12.8 Consideration and Approval of a Construction Contract with H2M Construction Inc. for the El Monte Aquatic Center Water Slide Replacement, CIP 083, for a Not-to-Exceed Amount of \$989,183.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Construction Contract with H2M Construction, Inc. for the El Monte Aquatic Center Water Slide Replacement, CIP 083 for a not-to-exceed amount of \$989,183 which includes a Contract amount of \$953,000, plus a contingency of \$36,183;
2. Consider and approve the appropriation from Measure PC to Project Account Number 222-51-511-2-0-82210-00000 in the amount of \$275,000; and



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3. Authorize the City Manager, or her designee, to execute the Construction Contract with H2M Construction, Inc.

Total Cost: \$989,183

Account No: 220-68-677-4-0-82210-P0083

Is the cost of this item budgeted? Yes

222-51-511-2-0-82210-00000

12.9 Consideration and Approval of a Professional Services Agreement with Terra Realty Advisors, Inc. for On-Call Real Estate and Advertising Sign Consulting Services.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Adopt a Resolution approving a Professional Services Agreement with Terra Realty Advisors, Inc.;
2. Authorize the City Manager to execute the PSA, in a form approved by the City Attorney;
3. Waive the solicitation of multiple quotes pursuant to the City's Purchasing Policy; and
4. Ratify payment of invoices for services performed between December 2025 and April 2026, subject to staff review.

Total Cost: \$30,000

Account No: General Fund

Is the cost of this item budgeted? Yes

Resolution No. 10683

12.10 Consideration and Approval of a First Amendment to the Professional Services Agreement with Vasquez & Company, LLP for Independent Auditing Services.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Approve the First Amendment to the Professional Services Agreement with Vasquez & Company, LLP to exercise the first extension option and extend the term of the Agreement through June 30, 2027, for an amount not-to-exceed \$147,518 for the Fiscal Year term;
2. Authorize the City Manager to make all conforming modifications and edits and execute all implementing documents pertaining to the First Amendment to the Agreement with Vasquez & Company, LLP; and
3. Authorize the City Manager to exercise judgement and execute the second extension option, as necessary, and extend the term of the Agreement through June 30, 2028, for an amount not-to-exceed \$151,944 for the Fiscal Year term.

Total Cost: \$299,462

Account No: 100-31-311-1-0-61170-00000

Is the cost of this item budgeted? Yes



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13. PUBLIC HEARINGS:

Members of the public wishing to address the Council on any item of business agendized under this Public Hearing portion of the agenda are asked to submit a speaker card for each Public Hearing item of business they wish to address the Council on. Each speaker will be allotted three (3) continuous minutes per Public Hearing item. Members of the public are asked to submit speaker cards to the City Clerk or the Sergeant-of-Arms before the Council's approval of the agenda, if possible. The Council is under no obligation to recognize a speaker who submits a speaker card for a particular Public Hearing item of business after the public comment portion of the public hearing for that item has closed.

13.1 A Public Hearing to Accept the Closeout of the Community Development Block Grant – Coronavirus Response (CDBG-CV) Project, Grant Number 21-CDBG-HK-00007 Funded by California Department of Housing and Community Development.

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; and
5. Accept the closeout of the Community Development Block Grant Program – Coronavirus Response (CDBG-CV) Grant Number 21-CDBG-HK-00007.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

14. REGULAR AGENDA:

14.1 Consideration and Approval of the Creation of a Subcommittee on the San Gabriel Valley Council of Governments' SGV Forward Project Proposal.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Receive and file this report;
2. If desirable, appoint two (2) Councilmembers to serve on a subcommittee to discuss the San Gabriel Valley Council of Governments' SGV Forward Project Proposal; and
3. Taking such additional, related, action that may be desirable.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A



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15. CITY ATTORNEY'S AGENDA:

16. WRITTEN COMMUNICATIONS:



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18. COUNCIL COMMUNICATIONS/REPORTS:

18A. Mayor Ancona

18B. Mayor Pro Tem Longoria

18C. Councilwoman Cortez

18D. Councilwoman Crippen-Thomas

18E. Councilwoman Galvan

18F. Councilman Herrera

18G. Councilwoman Dr. Ruedas



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19. ADJOURNMENT: Adjourn in Memory of U.S. Army Veteran Mr. Ernesto B. Garcia, Who Served in Korea.

The next Regular Meeting of the City Council will be held on **April 22, 2026** 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 3, 2026 at 8:45 p.m.



AGENDA CALENDAR 2026

CITY OF EL MONTE

KARAOKE & CHILL

Every 3rd Tuesday of the Month

Beginning Tuesday, July 15, 2025

Jack Crippen Senior Center

3120 Tyler Avenue, El Monte

12:30 P.M.-1:30P.M

For more information, please call 626-580-2210.

Pre-registration Required, Limited Spaces

CITY OF EL MONTE

SENIOR GARDEN CLUB

FREE for ages 50 and older, limited spaces available.

Pre-registration required; please see the front office to register.

Jack Crippen Senior Center - 3120 Tyler Avenue, El Monte, CA 91732

10:00 A.M. – 11:00 A.M.

For more information, please call 626-580-2210

CITY OF EL MONTE

EL MONTE CARES

Support services available:

Food Assistance-Legal Aid-Baby Products-Medical Services-Mental Health Resources-Senior

Support 1-800-622-4302

For more information: El Monte Business Alliance, C/O El Monte Cares, PO Box 4481, El Monte, CA 91734 elmontebusinessalliance.com

CITY OF EL MONTE

SENIOR PRESIDENT COUNCIL & EL MONTE HISTORICAL SOCIETY BINGO

Mondays: 2:00 p.m. – 5:00 p.m.

Thursdays: 6:00 p.m. – 9:00 p.m.

Ages 18 and older. One pack of 10 bingo cards is \$6.00, additional packs of 10 may be purchased for \$3.00 each.

Jack Crippen Senior Center

3120 Tyler Avenue, El Monte

For more information, please call 626-580-2210.

CITY OF EL MONTE

Oak of Righteousness Ministry Food Distribution

Fridays, 12:00 P.M. – 3:30 P.M.

Arceo Park - 3124 Tyler Avenue, El Monte (on the west side of Nevada Street)

Oaks of Righteousness a nondenominational and interdenominational Christian ministry food distribution. For more information, please call 626-580-2200.



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**CITY OF EL MONTE
JOIN THE SOCIAL VIBES**

Every Friday crafts, games and more for Seniors.

Fridays, 10:30 A.M. – 11:30 A.M.

Jack Crippen Senior Center
3120 Tyler Avenue, El Monte

For more information, please call 626-580-2210

ASPCA

AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

FREE Vet Care for Cats and Dogs in El Monte

By Appointment only!

Call between 9:00 A.M. – 1:00 P.M.

1-844-692-7722

-Basic medical care – Vaccinations – Spay/Neuter (limited availability) – Additional pet resources and more!

**LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
EL MONTE SENIOR CENTER**

MENTAL WELLNESS SERIES FOR OLDER ADULTS

Every Tuesday - 10:00 A.M.

Jack Crippen Senior Center
3120 Tyler Avenue, El Monte

Presentations conducted by Isabel Ramirez, DMH Mental Health Promotor.
For more information please call 626 580-2210

CITY OF EL MONTE

Notice of Construction

Garvey Avenue Storm and Street Improvement Project, CIP 884

Garvey Avenue between Durfee Avenue & Valley Boulevard

Starting Monday, June 17, 2024,

Garvey Avenue between Durfee Avenue & Valley Boulevard will be closed for the next 10-12 months.

Project Information/Hotline: info@GarveyAveProject.com; 626-313-0990;

www.garveyaveproject.com

CITY OF EL MONTE

Stormwater Urban Master Plan

A Master Plan is necessary to protect residents and infrastructure from local and regional flooding while meeting regulatory requirements to protect the environment.

To learn more about the Master Plan effort and its goals, visit our website at: elmonte swmp.com



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CITY OF EL MONTE

Elderly Nutrition Program

Monday – Friday

11:30 A.M. – 12:30 P.M.

Jack Crippen Senior Center

3120 Tyler Avenue, El Monte

In-Person Dining. Meals are served on a first-come, first-served basis to participants 60 years and older. Suggested donation of \$2.00 per person. Transportation is available to residents 50 years and older. Reservations for transportation services are limited. Please call 626-580-2217 to make your reservation. For more information please call 626-580-2210.

CITY OF EL MONTE

Senior Produce Botique

Free produce shopping experience

2nd Tuesday of each month

12:30 P.M. – 1:30 P.M.

First 75 Senior Center Participants. Wristbands will be given on a first-come, first-served basis. Registration begins at 7:30 A.M. LIMITED SPACES AVAILABLE. FOR EL MONTE RESIDENTS. For more information please call 626-580-2210.

CITY OF EL MONTE

EL MONTE ALERTS

The launching of a new program (El Monte Alerts), your ultimate tool for staying informed and secure. This program enables residents to receive real-time updates on weather, traffic, and community events through text or email. To begin receiving important alerts and to participate in the gift card giveaway for joining, go to: <https://www.ci.el-monte.ca.us/702/Emergency-response>

METRO / DAY ONE

Adopt-A-Bike Program

Day One is partnering with the Metro Adopt-A-Bike Program to provide free used bicycles to residents in Pasadena, Pomona and El Monte. If you are interested in receiving a bicycle please complete the form at bit.ly/DOadoptabike. Bikes will be distributed on a first-come, first-served basis. Priority will be given to low-income individuals and families. For more information about the Metro Adopt-A-Bike Program, visit metro.net/about/adopt-a-bike For questions or assistance please call 626-657-8744 or <https://www.metro.net/about/adopt-a-bike/>

CITY OF EL MONTE

Business Resource Center

11333 Valley Boulevard, El Monte – City Hall West 2nd floor

Mondays and Wednesdays

7:00 A.M. – 3:00 P.M.

The business center can assist with permits, licenses, taxes and other services, 626-580-2015



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**CITY OF EL MONTE
COMMUNITY FOOD ASSISTANCE PROGRAM**

Monday-Friday

2:00 P.M. – 5:30 P.M.

(Parks Locations)

Aquatic Center – 11001 Mildred Street, El Monte

Arceo Park - 3125 Tyler Avenue, El Monte

Gibson Mariposa Park - 4140 Gibson Road, El Monte

Jack Crippen Senior Center - 3120 Tyler Avenue, El Monte

Lambert Park - 11431 McGirk Avenue, El Monte

Mt. View Park - 12127 Elliott Avenue, El Monte

Monday – Thursday

8:00 A.M. – 5:00 P.M.

Aquatic Center - 11001 Mildred Street, El Monte

Jack Crippen Multipurpose Senior Center – 3120 Tyler Avenue, El Monte

For more information, please call 626-580-2200

**CITY OF EL MONTE
SoCal REN & SGVCOG**

Free home energy efficiency reviews.

eSGV provides San Gabriel Valley residents, renters or owners, FREE home energy efficiency reviews, helping reduce household energy usage and bills. SGVCOG staff will walk you through the whole-house approach to energy efficiency, giving you the tools necessary to become more efficient.

Sign up today. Visit: www.sgvco.org/esgv Email: sgv@sgvco.org

HOUSING RIGHTS CENTER

City of El Monte Housing Rights Clinic

Wednesdays

El Monte City Hall West (2nd floor)

11333 Valley Boulevard, El Monte

2:30 P.M. – 5:00 P.M. (Free)

Contact the Housing Rights Center by phone or email: 1-800-477-5977

info@housingrightscenter.org

www.housingrightscenter.org

**L.A. CARE & BLUE SHIELD PROMISE
EL MONTE COMMUNITY RESOURCE CENTER**

FREE FOOD PANTRY

Every other Wednesday

2:30 P.M. – 4:00 P.M.

COMMUNITY RESOURCE CENTER

3570 Santa Anita Avenue, El Monte

Walk-ins welcome – no appointment needed.

For more information please call 213-428-1495.



City Council Regular Meeting of April 8, 2026

**COUNTY OF LOS ANGELES & NEIGHBORHOOD HOUSING SERVICES
THE CENTER FOR ECONOMIC RECOVERY**

Foreclosure Prevention & Mortgage Relief Program

Program eligible applicants can receive help to offset mortgage delinquencies.

For more information and to sign up for the upcoming workshops:

nhslacounty.org/mortgagereliefprogram

888-895-2647 / 213-381-2862

**CITY OF EL MONTE
SENIOR INFORMATION AND ASSISTANCE PROGRAM**

To register for the program or schedule an appointment please contact the

Jack Crippen Senior Center at 626-580-2210. This program provides information on public benefits, legal referrals, and assistance for families residing in the City of El Monte. Eligibility Requirements: El Monte Resident 62 years old or older or adult with physical disability. The Information Assistance Program has been funded in part by the U.S. Department of Housing and Urban Development through the Community Development Block Grant Program.

**CITY OF EL MONTE
CLUB HISPANO AMERICANO**

WEDNESDAYS – 1:00 P.M. to 3:00 P.M.

Jack Crippen Senior Center

3120 Tyler Avenue, El Monte

**CITY OF EL MONTE
CLUB DURAZO**

2ND & 4TH TUESDAY – 12:00 P.M. to 3:00 P.M.

Jack Crippen Senior Center

3120 Tyler Avenue, El Monte

THU. – APR. 2ND

2:00 P.M. – 6:00 P.M.

MOUNTAIN VIEW SCHOOL DISTRICT WALK-UP FOOD PANTRY

Mountain View School District Family Center

2740 Mountain View Road, El Monte

Open to the public, while supplies last.

If you have any questions, please call 626-652-4077 or familyengagement@mtviewschools.net

FRI. – APR. 3rd

3:30 PM – 5:00 PM

RAINBOW CRAFT / RAINBOW EXPERIMENT

CITY OF EL MONTE -CREATE 7 EXPLORE AT GIBSON MARIPOSA PARK

Come join us at Gibson Mariposa Park to create seasonal crafts with our parks and recreation staff.

Stick around for hands-on learning activities. For children ages 3-17

For more information, please contact the Parks, Recreation and Community Services Department at (626) 580-2200 Monday – Thursday 7:30 am – 5:30 pm



City Council Regular Meeting of April 8, 2026

SAT – APR. 4th

2:00 PM – 5:30

CITY OF EL MONTE OPEN GYM, LAMBERT PARK

11431 McGirk Ave, El Monte CA 91732

Join us for Open Gym at Lambert Park! FREE AND OPEN TO ALL AGES!

Open Gym is for pick-up basketball and volleyball only- all participants are required to sign-in for each Open Gym.

For more information, please contact the Parks, Recreation and Community Services Department at (626) 580-2200 Monday – Thursday 7:00 am – 5:30 pm

WED. – APR. 8TH

6:00 P.M. CLOSED SESSION

7:00 P.M. OPEN SESSION

REGULAR CITY COUNCIL MEETING

City of El Monte City Hall

City Council Chambers

11333 Valley Boulevard

El Monte, CA

THU. – APR. 16TH

2:00 P.M. – 6:00 P.M.

MOUNTAIN VIEW SCHOOL DISTRICT WALK-UP FOOD PANTRY

Mountain View School District Family Center

2740 Mountain View Road, El Monte

Open to the public, while supplies last.

If you have any questions, please call 626-652-4077 or familyengagement@mtviewschools.net

WED. – APR. 22ND

6:00 P.M. CLOSED SESSION

7:00 P.M. OPEN SESSION

REGULAR CITY COUNCIL MEETING

City of El Monte City Hall

City Council Chambers

11333 Valley Boulevard

El Monte, CA

THU. – APR. 30TH

2:00 P.M. – 6:00 P.M.

MOUNTAIN VIEW SCHOOL DISTRICT WALK-UP FOOD PANTRY

Mountain View School District Family Center

2740 Mountain View Road, El Monte

Open to the public, while supplies last.

If you have any questions, please call 626-652-4077 or familyengagement@mtviewschools.net





CITY OF EL MONTE
*PARKS, RECREATION AND
COMMUNITY SERVICES DEPARTMENT*
CITY COUNCIL AGENDA REPORT

COUNCIL MEETING OF APRIL 8, 2026

April 2, 2026

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 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE (THE "CITY") AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE LOS ANGELES DODGERS FOUNDATION AND AUTHORIZE AN INCREASE IN APPROPRIATION IN THE GRANT FUND FOR FISCAL YEAR 2025-2026

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve a Resolution authorizing the City Manager, or her designee, to execute an Agreement with The Los Angeles Dodgers Foundation to receive grant funding for Dodgers Dream Team; and
2. Consider and authorize an increase in appropriation in the amount of \$24,840 for the Fiscal Year 2025-2026

BACKGROUND

The Los Angeles Dodgers Foundation (LADF), a registered 501(c)(3) nonprofit and affiliate of Nike RBI, operates a comprehensive sports-based youth development program (the "Program") designed to support communities facing social inequities. Through the power of sport, LADF provides essential resources and services that help strengthen youth development and community well-being. The Program focuses on enhancing social and emotional skills, promoting positive mental health, and creating opportunities for participants to build meaningful relationships with peers and supportive mentors.

In addition to its youth sports initiatives, LADF supports cornerstone programs centered

on sports and recreation, education and literacy, health and wellness, homelessness, and social justice, benefiting children and families across the Greater Los Angeles region.

LADF provides grant funds to cover field maintenance and umpire fees, along with providing funding for a Coordinator for the Dodgers Dream Team Program. In addition to the grant funds, LADF provides uniforms, equipment, marketing materials, player development clinics, educational and health resources, coach training, incentives, giveaways, and access to special events throughout the season.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In October 2025, staff submitted an application for the Dodgers Foundation. The City has been selected to receive a Dodgers Dream Team Program grant (the "Grant"). The Grant will provide funds for a Dodgers Dream Team Coordinator (\$21,600), along with field maintenance and umpire fees (\$3,240). The Grant will support 180 players at one (1) location (Lambert Park).

As a condition of the Grant, the City can charge program participants no more than \$15 per player for registration. Additionally, the City is responsible for planning and executing the baseball season, which includes the following:

- Establishing required program points of contact and staffing;
- Hiring Dream Team Coordinator;
- Providing online registration tool (LeagueApps);
- Using Dodgers Dream Team Division Names;
- Meeting minimum practice/games requirements;
- Facilitating team selection;
- Recruiting all players and participants;
- Recruiting, screening, training, and managing all coaches and volunteers;
- Ensuring all umpires are certified and screened;
- Marketing and promoting Dodgers Dream Team Program to community;
- Ensuring all Dodgers Dream Team teams receive a uniform kit provided by LADF;
- Ensuring every coach receives a full equipment kit provided by LADF;
- Collaborating with LADF to market, implement, and participate in all program elements (educational and health resources, training, clinics, and special events); and
- Attending Partner Meetings.

FISCAL IMPACT/ FINANCING

Approval of this item will have no impact on the General Fund. The remaining program budget for the Dodgers Dream Team will be funded through Measure PC funds. Grant funds will be allocated under account P1011 299-51-511-2-0-*****.

STRATEGIC PLAN 2023 IMPLEMENTATION

The recommended action will further the City's Strategic Plan Goal 6: Enhance Parks, Recreation and Community Services.

RECOMMENDATION

Staff recommends that the City Council approve the Resolution (Attachment 2) authorizing the City Manager, or her designee, to execute an Agreement (Attachment 1) with The Los Angeles Dodgers Foundation to receive grant funding for Dodgers Dream Team. Authorize an increase in appropriation in the amount of \$24,840 for the fiscal year (FY) 2025-2026.

HONORABLE MAYOR AND CITY COUNCIL

APRIL 2, 2026

PAGE 4

Respectfully submitted,



ALMA K. MARTINEZ

City Manager



CLAUDIA ZAVALA

Parks, Recreation and Community Services Director

Attachment 1- Los Angeles Dodgers Foundation Award Letter

Attachment 2- Resolution

DATE: April 8, 2026
PRESENTED TO EL MONTE CITY COUNCIL
<input type="checkbox"/> APPROVED
<input type="checkbox"/> DENIED
<input type="checkbox"/> PULLED
<input type="checkbox"/> RECEIVE AND FILE
<input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
CHIEF DEPUTY CITY CLERK



CITY OF EL MONTE
PARKS, RECREATION AND
COMMUNITY SERVICES DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF APRIL 8, 2026

ATTACHMENT 1

Los Angeles Dodgers Foundation Award Letter



March 16, 2026

Claudia Zavala
Director of Parks, Recreation and Community Services
City of El Monte Parks and Recreation
11001 Mildred St.
El Monte, CA, 91731

RE: Support for 2026 Dodgers Dreamteam program with the City of El Monte, Parks, Recreation and Community Services Department

Dear Ms. Zavala,

It is my pleasure to inform you that The Los Angeles Dodgers Foundation, a California nonprofit public benefit corporation (the "Foundation" or "LADF"), has approved a grant to support the Dodgers Dreamteam program (the "Program") with the City of El Monte, Parks, Recreation and Community Services Department, a government entity (the "Grantee") in the amount of twenty four thousand, eight hundred forty dollars (**\$24,840**) (the "Grant"). This Grant will offset field maintenance and umpire fees (**\$3,240**) along with providing funding for a Dodgers Dreamteam Coordinator (**\$21,600**). This Grant is to support 180 youth players at 1 location for the Grantee's program referred to as the 2026 Dodgers Dreamteam program (See Addendum 1 for approved number of players and locations). In addition to the Grant funds, Grantee will receive the in-kind contribution of uniforms, equipment, recruitment and marketing flyers, banners for each location, educational and health resources and services, coach mentors (Field Champions), coaches training, incentives/giveaways, and required use of LeagueApps, the online registration system, and access to special events throughout the season. Grantee can charge no more than fifteen dollars (\$15) per player.

This Grant is contingent upon the Grantee complying with the Dodgers Dreamteam program Requirements (Addendum 2).

NOTE: Organizations will receive 60% of the Program grant which includes the full amount for the Dodgers Dreamteam Coordinator (contingent upon when LADF is notified that this person is hired) no later than June 2026. Organizations will receive the remaining balance no later than December 2026.

****If the Program has multiple locations with different start dates, the latest start date will be used for payment schedule.****

Affiliate Partner Dodgers Dreamteam Start Date	60% Disbursement Period	40% Disbursement Period (No Later Than)
March 2026	June 2026	December 2026
April 2026	June 2026	December 2026
May 2026	June 2026	December 2026
June 2026	June 2026	December 2026

To receive the remaining 40% of the grant funds, the following must be completed by Grantee:

- a. Ensure registrations for players and coaches are input into LeagueApps. This must be completed prior to any practice or game.
- b. Complete team rosters on LeagueApps prior to any practice or game. Each team roster should include the youth participants and coaches.
- c. Provide complete schedules for the season prior to the first day of games. Grantee is required to use the LeagueApps platform.
- d. Ensure that all excess uniform sets are returned to LADF within 15 days of the Grantee’s final game.
- e. Complete an equipment inventory sheet within 15 days of the league’s last games.
- f. To receive 100% of the grant amount, partners must reach at least 90% of approved preseason player projections evidenced in the LeagueApps platform 15 days after the final game. For any variance greater than 10%, the grant will be reduced by the equivalent amount. Please note this reduction will not include the Dodgers Dreamteam Coordinator funds. For example, if Grantee projects 1,000 players and only 850 players are registered on LeagueApps, the **TOTAL** grant amount will be reduced by 15% and deducted from the 40% grant payment. If projections are increased after approval by LADF, the new number will be used to determine final season grant calculations.

The Grantee is required to attend the Dodgers Dreamteam Partners Meeting at Dodger Stadium on January 21, 2026, the Dodgers Dreamteam Affiliate Partner Training January 27, 2026 or January 28, 2026, and a Partners Recap Meeting after the end of the season.

This letter is a legally binding agreement (the “Grant Agreement”). This Grant Agreement will become effective upon the Foundation’s receipt of the Grant Agreement signed by an authorized representative of the Grantee. Please keep a copy of this Grant Agreement for your files.

Please read the terms and conditions of this Grant Agreement carefully. The Foundation may withhold payment to the Grantee if the Grantee fails to meet the terms and conditions of the Grant Agreement.

TERMS AND CONDITIONS

1. **Grant Funds.** The Grantee will use the Grant funds (the amount of which is determined as described above) solely for the Grantee’s program purposes of the Dodgers Dreamteam Coordinator, and to offset field maintenance, and umpire fees for the 2026 Dodgers Dreamteam program which brings baseball and softball programs to youth in underserved communities (the “Project”). The Grant shall be made on the schedule as described above.

2. **In-Kind Contributions.** The Foundation will also provide certain in-kind contributions of uniforms, equipment, recruitment and marketing flyers, banners for each location, educational and health resources and services, coach mentors (Field Champions), coaches training, incentives/giveaways, complimentary use of LeagueApps, the online registration system and access to special events throughout the 2026 season, as described herein or as agreed to by the Foundation (“In-Kind Contributions”).
3. **Project.** As an inducement to the Foundation to make the Grant, the Grantee has previously submitted a written application (the “Application”) to the Foundation, which Application includes a description of the Project. The Grantee acknowledges that the Grant is expressly made in reliance on the Application and a review of financial information and a final budget submitted by the Grantee. A copy of the Application and all amendments thereto are attached as Addendum 3. Accordingly, the Grantee shall notify the Foundation immediately, in writing, of any material change in the facts set forth in the Application or in any other information or document submitted to the Foundation.
4. **Use of the Grant Funds and In-Kind Contributions.** All Grant funds and the In-Kind Contributions shall be used solely to support the Project. Notwithstanding any other provision of this Grant Agreement, the Grant shall be used only for charitable or educational purposes qualifying under Internal Revenue Code (“IRC”) Section 170(c)(2)(B), and neither the Grant funds nor the income therefrom may be used for purposes other than those so described.
5. **Promises of Grantee.** The Grantee promises to the Foundation that it will:
 - a. Comply with the Dodgers Dreamteam Program Requirements (Addendum 2).
 - b. Not use any portion of the Grant funds or the In-Kind Contributions in a manner inconsistent with IRC Section 501(c)(3), including, without limitation:
 - i. Influencing the outcome of any specific election for candidates to public office, or
 - ii. Inducing or encouraging violations of law or public policy or causing any private inurement or improper private benefit to occur, or taking any other action inconsistent with IRC Section 501(c)(3); and
 - c. Not discriminate on the basis of race, color, national origin, age, sex, sexual orientation, marital status, creed, religion, citizenship, ancestry or political affiliation in the performance of this Grant Agreement, the expenditure of the Grant and the undertaking of the Project.
6. **Use of LeagueApps by Grantee.** LADF will provide an online registration and communication tool called LeagueApps that is mandatory for all Grantees to use. Grantee acknowledges and agrees that:

- a. All Dodgers Dreamteam players and coaches MUST be registered on LeagueApps, including, without limitation, obtaining the Foundation's waiver and release of liability as provided in Addendum 4, prior to any practice or game.
 - b. All Dodgers Dreamteam players must be organized onto teams with each team having a minimum of one registered coach.
 - c. All Grantees must attend a mandatory LeagueApps training that will be scheduled by LADF.
 - d. If the Grantee has a separate or additional waiver to which participants, parents and coaches must agree, it must be provided to LADF.
 - e. Grantee must set a registration opening and closing date prior to the start of registration.
 - f. Grantee must confirm "age as of" dates for all divisions if different from standard requirements before registration opens (Standard "age as of" date is first day of games).
 - g. Grantee must finalize numbers within 15 days of the Program's final game and keep all wait list registrations.
 - h. Grantee must not allow staff to use work email addresses to register youth. All families must have their own email address when registering.
 - i. Grantee must limit all LeagueApps communications to LADF related and affiliated updates. If LADF is not involved in the program, event, or opportunity as a lead or collaborator, LeagueApps may not be the communication platform.
7. **Status of Grantee.** The Grantee is not an agent, consultant or contractor of the Foundation and, as an entirely independent and separate organization, is solely responsible for its actions, errors and omissions.
 8. **Reporting.** Upon request by the Foundation, the Grantee will submit to the Foundation a written report for any period of the Grantee during which the Grantee receives, holds, or spends any of the Grant funds. In such report, the Grantee will specify, at a minimum, the use of the Grant funds and the impact of the Grant funds such as the number of children directly served as a result of the Grant funds. The Grantee will submit the report to the Foundation within thirty (30) days after the last date of games. The required grant report template will be provided by Grantee during the midseason interview. Once the Foundation makes the request for such report, any future payment under this Grant Agreement or otherwise from the Foundation will be contingent upon the Grantee's provision of the report to the Foundation. The Foundation will provide the Grantee with the Dodgers Dreamteam Grantee Report Guidelines prior to end of season.
 9. **Recordkeeping.** The Grantee will keep adequate records to substantiate the charitable purposes of its expenditures from the Grant funds and the In-Kind Contributions. The Grantee

will make its books and records pertaining to the Grant Funds available to the Foundation at reasonable times for review and audit, and will comply with all reasonable requests of the Foundation for information and interviews regarding the use of the Grant funds and In-Kind Contributions. The Grantee will keep copies of all books and records related to the Grant Funds and all reports to the Foundation for at least 4 years after the Grantee has expended the last of the Grant funds.

10. Insurance. The Grantee represents and warrants that (a) it is, and will continue to be, adequately insured against all risks, including such risks as would be covered by fire and property damage, worker's compensation, automobile and comprehensive general liability insurance, with respect to the conduct of the Project and all other programs and activities of the Grantee, and (b) the premises and facilities of third parties where the Grantee conducts and will conduct its programs and activities also are and will be so adequately insured. Within thirty (30) days from the execution of this Grant Agreement, the Grantee shall (i) furnish the Foundation proof of its self-insurance or (ii) shall name the Foundation as an additional insured on the Grantee's policy and furnish the Foundation the policy or policies of insurance or a certificate of insurance, or other written evidence satisfactory to the Foundation, evidencing the insurance carried by or otherwise benefiting the Grantee.

11. Return of Grant Funds to the Foundation, Early Termination of Agreement and Cancellation of Unpaid Grant Installment Payments.

- a. The Grantee agrees to return to the Foundation any Grant funds and any income earned thereon, including proceeds from the sale or exchange of an asset purchased, constructed or developed with Grant funds, not specifically committed and/or actually expended in accordance with the Application and this Grant Agreement. Return of such funds shall occur reasonably promptly upon the written request of the Foundation.
- b. The Foundation shall have the right to terminate this Grant Agreement with cause. Upon termination of this Grant Agreement by the Foundation, the Foundation shall be relieved from making any further payments to the Grantee in regard to the Grant.
- c. In the event the termination is pursuant to a reasonable determination by the Foundation that:
 - i. The Grantee has misrepresented any material fact or supplied false or misleading material information to the Foundation in the Application or otherwise in regard to this Grant Agreement or the Grant;
 - ii. The Grantee has diverted any Grant funds or In-Kind Contributions to a purpose other than that permitted hereunder;
 - iii. The Grantee has failed to maintain or provide any material records or reports required to be maintained or provided hereunder;
 - iv. The Grantee has terminated, abandoned, cancelled or substantially altered, or is likely to terminate, abandon, cancel or substantially alter, the Project;

- v. The Grantee has failed, in the judgment of the Foundation, to satisfy any one of the Grant conditions set forth in this Grant Agreement, breaches any of the other terms of this Grant Agreement or fails to fulfill any purpose of the Grant, including, but not limited to, the Grantee becoming insolvent or for any other reason being unable to meet its financial obligations as they become due, other than those financial obligations for which the Grant is made; or
- vi. Any of Grantee's key personnel have undergone a material change in job description, level of authority or employment status during the Grant term and such change is likely to cause Grantee to terminate, abandon, cancel or substantially alter the Project, then the Foundation may make written demand that the Grantee refund any or all payments of the Grant previously made or return any unused In-Kind Contributions. The foregoing remedies of the Foundation are in addition to any other remedies provided by law, and all such remedies shall be cumulative and not exclusive.

12. Funds Not Earmarked for Lobbying; Grantee Discretion. The Foundation is making this Grant to Grantee to support the charitable and educational purposes of the Project as described in Section 1 of this Grant Agreement, and the Grantee will apply the Grant Funds toward such purposes. This Grant is not earmarked for influencing legislation within the meaning of IRC Section 501(c)(3), and there has been no agreement, written or oral, to that effect between the Foundation and the Grantee.

13. No Pledge. Neither this Grant Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, will be interpreted to create any pledge or any commitment by the Foundation or by any related person or entity to make any other grant or contribution to the Grantee or any other entity for the Project or any other project. The Grant contemplated by this Grant Agreement will be a separate and independent transaction from any other transaction between the Foundation and the Grantee or any other entity.

14. Terrorist Activity. The Grantee warrants that it does not support or conduct, directly or indirectly, violence or terrorist activities of any kind.

15. Indemnification: No Liability. The Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Foundation and its officers, directors, employees, affiliates and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with (a) the performance of this Agreement by the Grantee, (b) the planning, acquiring, constructing, equipping, arranging, implementing, sponsoring, conducting of the Program by the Grantee, (c) the use of the Grant funds and In-Kind Contributions by the Grantee, or (d) any other program or activity by the Grantee. IN NO CASE SHALL THE FOUNDATION BE LIABLE TO THE GRANTEE OR ANY THIRD PARTY FOR CONSEQUENTIAL DAMAGES. The Foundation shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee. It is expressly understood by the parties that no director, member, officer, employee or other representative of the Foundation shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with this Grant Agreement or any subsequent agreement between the parties

regarding the subject matter hereof. The parties agree that the liability of the Foundation hereunder shall be limited to the payment of the Grant pursuant to the terms and conditions of this Grant Agreement. Any contracts entered into or other obligations or liabilities incurred by the Grantee in connection with the Project or otherwise relating to this Grant Agreement shall be the sole responsibility of the Grantee, and the Foundation shall have no obligation or liability whatsoever thereunder or with respect thereto.

If requested by the Foundation, the Grantee covenants that all contracts to which it shall become a party in regard to the Project and/or the Grant shall include the following clause:

“It is expressly agreed and understood that neither The Los Angeles Dodgers Foundation (the “Foundation”) nor any director, member, officer, employee or other representative of the Foundation shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with this Agreement, and that the foregoing provisions concerning financial responsibility or liability shall be expressly included in and made a part of any and all agreements between the parties subsequent to this Agreement.”

16. Public Acknowledgement. In recognition of the Grant, the Project shall be referred to as the Dodgers Dreamteam program for the 2026 season. Grantee must obtain prior written authorization from the Foundation, which the Foundation may give or withhold in its sole discretion, for any public acknowledgement of the grant(s) from the Foundation contemplated herein. Grantee may recognize other sponsors of the Program in proportion to their relative contributions to the sponsorship of the Program. In its sole discretion, the Foundation may describe its support of the Program in the Foundation’s own printed or oral announcements and website.

17. Miscellaneous.

- a. **No Agency.** The Grantee is solely responsible for all activities supported by the Grant funds, the content of any product created with the Grant funds, and the manner in which such products may be disseminated. This Grant Agreement will not create any agency relationship, partnership, or joint venture between the parties, and the Grantee will make no such representation to anyone.
- b. **Further Acknowledgements of the Grantee.** The Grantee acknowledges that it understands its obligations imposed by this Grant Agreement, including, but not limited to, those obligations imposed by reference to the IRC. The Grantee agrees that if the Grantee has any doubts about its obligations under this Grant Agreement, including those incorporated by reference to the IRC, the Grantee will promptly contact The Foundation or the Grantee’s legal counsel.
- c. **Waivers.** The failure of the Foundation to exercise any of its rights under this Grant Agreement will not be deemed to be a waiver of such rights.
- d. **Remedies.** If the Foundation determines, in its sole discretion, that the Grantee has substantially violated or failed to carry out any provision of this Grant Agreement,

including but not limited to failure to submit reports when due, the Foundation may, in addition to any other legal remedies it may have, refuse to make any further Grant payments to the Grantee under this Grant Agreement or any other grant agreement, and the Foundation may demand the return of all or part of the unexpended Grant funds, which the Grantee will immediately repay to the Foundation. The Foundation may also avail itself of any other remedies available by law.

- e. **Captions.** All captions and headings in this Grant Agreement are for the purposes of reference and convenience only. They will not limit or expand the provisions of this Grant Agreement.
- f. **Entire Agreement.** This Grant Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Grant Agreement may not be amended or modified, except in writing signed by both parties.
- g. **Dispute Resolution.** Any controversy or claim arising out of or relating to this Grant Agreement, or the breach thereof, will be settled by arbitration before an experienced arbitrator licensed to practice law in California in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Association") in Los Angeles, California. The arbitration decision will be final and binding upon the parties and may be entered as a judgment in any court of competent jurisdiction.
- h. **Governing Law.** This Grant Agreement has been executed and delivered in and will be governed by and construed in accordance with the substantive laws of the State of California.
- i. **Incorporation of Addendums.** The Addendums attached hereto are incorporated herein by reference and made a part of this Grant Agreement as if fully set forth herein.
- j. **Use of Marks.** Notwithstanding any provision herein, no party shall use any other party's trademarks, tradenames, and/or logos (each, a "Mark") without the prior written approval from such other party, which approval may be granted or denied by the other party in its sole discretion. Each Mark shall remain the sole and exclusive intellectual property of the pertinent party.
- k. **Survival.** Sections 8, 9, 11, 15, 16, 17(a), 17(d) 17(g), 17(h) and 17(j) of this Grant Agreement shall survive the completion, or termination if sooner, of this Grant Agreement.

Please direct all future communications concerning this Grant to LADF Chief Operating Officer, Chaitali Gala at ChaitaliG@dodgersfoundation.org. On behalf of the Foundation's Board of Directors and staff, let me express how delighted we are to support your organization. We wish you every success.

Sincerely,

Nichol Whiteman
CHIEF EXECUTIVE OFFICER
THE LOS ANGELES DODGERS FOUNDATION

Nicholas Sandler
PRESIDENT
THE LOS ANGELES DODGERS FOUNDATION

Accepted on behalf of City of El Monte, Parks and Recreation Department by:

BY: ALMA K. MARTINEZ
ITS: City Manager

Date: _____

Federal Tax I.D. No.: 95-6000705

APPROVED AS TO FORM:
[NAME]
[TITLE]

By: _____

ADDENDUM 1

APPROVED NUMBER OF TEAMS AND LOCATIONS

Locations	T-Ball (5-6)	Coach Pitch (7-8)	Minor (9-10)
Lambert Park	4	4	4
Player Total	Team Total	Players Per Team	
180	12	15	

ADDENDUM 2:

DODGERS DREAMTEAM PROGRAM REQUIREMENTS



2026 Dodgers Dreamteam Program Requirements

Outlined in this document are the Dodgers Dreamteam program Requirements set forth by the Los Angeles Dodgers Foundation (LADF). All Affiliate Partners are referred to as Grantees and must comply with all requirements outlined in the document.

Dodgers Dreamteam Program Description and Goals

Dodgers Dreamteam, an affiliate of Nike RBI, is a comprehensive sports-based youth development program that uses the power of sport to provide critical resources and services to communities that are experiencing social injustices. Rooted in baseball and softball, LADF aims to significantly increase youth's social and emotional skills, which promote positive mental health and buffer against mental health risks, while also providing opportunities for them to build relationships with peers and positive role models. LADF works with partners to deliver wraparound services, connecting youth to critical health care and education resources and services. Understanding that low-income communities lack basic essentials, LADF provides necessities to fill gaps and promote healthier life outcomes.

- To provide an inclusive, barrier-free sports-based youth development program that is typically reserved for those with substantial financial resources and opportunities.
- To deliver programs, services, and resources that address basic needs, education and health care.
- To train parents and coaches to create a youth sports environment that fosters social and emotional learning opportunities.
- To increase participation of underrepresented groups, specifically Black youth, girls, and teenagers
- To build capacity for partners and share knowledge and best practices across the field.
- To provide tools for parents and coaches to create a youth sports environment that fosters social and emotional learning opportunities.

Grant Eligibility

1. Program must fall within one or more of the LADF Focus Areas.
 - Health Care – Sports Based Youth Development – Required

- Education
 - Social Justice
 - Homelessness Prevention
2. Program Location(s) must fall within the expansion zone; all locations are subject to approval by LADF.
 3. Request must come from an organization (no funding will be made to individuals).
 4. Grants will be made only to organizations with open, non-restrictive membership that operate open to all regardless of race, creed, sex, sexual orientation, religious belief, or nationality. Nothing in the Guidelines shall prohibit a program from specifying an age, sex, or physical capacity classification, if it is reasonable under all the circumstances and is consistent with applicable law.
 5. The organization must be certified as a tax-exempt entity (under Section 501(c)(3) of the U.S. Internal Revenue Code and is not a private foundation as defined in section 509(a) of that Code **OR** a government entity). The organization must be in good standing with the Internal Revenue Service (IRS), the California Franchise Tax Board and the California Secretary of State.
 6. Requesting organization must provide a non-discrimination policy.
 7. Applicant acknowledges that it has a written policy that addresses its commitment to keep children safe from sexual abuse by preventing, recognizing, and responding to situations both on and off the playing field that in any way compromises their safety.
 8. Requesting organization must demonstrate a strong ability to implement quality programming with adequate scheduling, planning, communication, field maintenance, practices, and games.
 9. Requesting organization must adhere to the LADF Safe Sport policy.
 10. **Insurance:** Requesting organization to provide LADF proof of its self-insurance or shall name LADF as an additional insured on the policy and furnish LADF the policy or policies of insurance or a certificate of insurance, or other written evidence satisfactory to LADF, evidencing the insurance carried by or otherwise benefiting the requesting organization. The policy or policies must be in effect throughout the duration of the Program.
 11. **Restricted Funds:** Grant funds are restricted to offset field maintenance, umpire costs, and a Dodgers Dreamteam Coordinator position. The Dodgers Dreamteam Coordinator position is a role that will implement the Program. The hiring of this position must go through the Grantees hiring process with LADF reviewing the final selection round.
 12. **Grant Report:** Grantee agrees to complete the grant report at the end of the Program. The report must be sent to LADF within 30 days after the last day of games.
 13. **Recap Meeting:** Grantee agrees to complete a recap meeting with LADF at the end of the

grant term and after submitting the Dodgers Dreamteam grant report, no later than 45 days after the last day of games.

14. Best Effort: Grantee agrees to put forth its best effort to serve the amount of youth projected.

- If, at any time, the Grantee anticipates challenges that will impact the projected amount of youth served, please contact LADF immediately. LADF recognizes that even some of the best executed plans experience challenges along the way and is committed to supporting grantees.

I. Grant Request Process

November 10, 2025 — Dodgers Dreamteam Affiliate Partner Application Due

November 11, 2025 – March 9th, 2026 — Dodgers Dreamteam Affiliate Partner Application Review Process (Site Visits and/or Meetings)

March 13, 2026 – March 20, 2026 — Award Status Notification Period

March 23rd, 2026 – April 1, 2026 — Signed Agreement Returned to LADF with Required Documents

NOTE: 60% of the grant will be awarded based on the following schedule:

Affiliate Partner Dodgers Dreamteam Start Date	60% Disbursement Period	40% Disbursement Period
March 2026	June 2026	September 2026
April 2026	June 2026	September 2026
May 2026	June 2026	September 2026
June 2026	June 2026	September 2026

NOTE: Organizations will receive 60% of the Program grant which includes the full amount for the Dodgers Dreamteam Coordinator (contingent upon when LADF is notified that this person is hired) in June 2026. Organizations will receive the remaining balance in September 2026.

To receive the remaining 40% of the program grant funds, the following must be completed:

- Ensure registrations for players and coaches are input into LeagueApps. This must be completed prior to any practice or game.
- Complete team rosters on LeagueApps prior to any practice or game. Each team roster should include the youth participants and coaches.
- Provide complete schedules for the season prior to the first day of games. Grantee is required to use the LeagueApps platform.
- Ensure that all excess uniform sets are returned to LADF within 15 days of the Grantee’s final game.
- Complete an equipment inventory sheet within 15 days of the league’s last games.
- To receive 100% of the grant amount, partners must reach at least 90% of approved preseason player projections evidenced in the LeagueApps platform 15 days after the final game. For any variance greater than 10%, the grant will be reduced by the equivalent amount. Please note this reduction will not include the Dodgers Dreamteam Coordinator funds. For example, if Grantee projects 1,000 players and only 850 players are registered on LeagueApps, the **TOTAL** grant amount will be reduced by 15% and deducted from the 40% grant payment. If projections are increased after approval by LADF, the new number will be used to determine final season grant calculations.

Note – Grant funds will not be disbursed if in-person play is unable to take place due to LA County health regulations.

II. Grant Requirements

1. **Communication and Staffing:** Grantee must have one (1) Partnership Executive Contact, one (1) Partnership Manager, one (1) Dodgers Dreamteam Coordinator, and one (1) designated point of contact per each Dodgers Dreamteam location to serve as a liaison for LADF.
 - All staffing changes relevant to the Program must be communicated to LADF staff immediately.
 - All staff members that are involved in the Program must attend all required trainings.
2. **Online Registration and Communication:** LADF will provide an online registration and communication tool called LeagueApps that is mandatory for all Grantees to use.
 - All Dodgers Dreamteam players and coaches MUST be registered on LeagueApps prior to any practice or game.
 - All Dodgers Dreamteam players must be organized onto teams with each team having a minimum of one registered coach.
 - All Grantees must attend a mandatory LeagueApps training that will be scheduled by LADF.
 - If the Grantee has a separate or additional waiver for participants, parents and coaches to agree to it must be provided to LADF.
 - Grantee must set a registration opening and closing date prior to the start of registration.
 - Grantee must confirm "age as of" dates for all divisions if different from standard requirements before registration opens (Standard "age as of" date is first day of games).
 - Grantee must finalize numbers within two weeks of the Program ending and keep all wait list registrations.
 - Grantee must not allow staff to use work email addresses to register youth. All families must have their own email address when registering.
 - Grantee must limit all LeagueApps communications to Los Angeles Dodgers Foundation related and affiliated updates. If LADF is not involved in the program, event, or opportunity as a lead or collaborator, LeagueApps may not be the communication platform.
3. **Divisions:** Grantee agrees to use Dodgers Dreamteam division names:
 - T-Ball (5-6)
 - Coach Pitch (7-8)
 - Minor Baseball (9-10)
 - Major Baseball (11-12)
 - Junior Baseball (13-15)
 - Senior Baseball (16-18)
 - Minor Softball (9-10)
 - Major Softball (11-12)
 - Junior Softball (9-12)
 - Senior Softball (13-18)
 - Coach Pitch Softball (7-8)

4. **Games and Practices:** The chart below describes the minimum number of weeks, games and practices required by LADF per team. Each team is required to facilitate at least **one** team practice and **one** team game per week. Each division must have a game schedule that has a **minimum of 3 teams**.

Divisions	Weeks	Games	Practices
T-Ball (5-6)	7	8	8
Coach Pitch (7-8)	7	10	10
Minor Baseball (9-10)	7	12	10
Major Baseball (11-12)	7	12	10
Junior Baseball (13-15)	7	12	10
Senior Baseball (16-18)	7	12	10
Minor Softball (9-10)	7	12	10
Major Softball (11-12)	7	12	10
Junior Softball (9-12)	7	12	10
Senior Softball (13-18)	7	12	10
Coach Pitch Softball (7-8)	7	10	10

5. **Team Selection:** It is highly recommended that there is a tryout or draft/selection process in place when selecting teams. LADF recommends that a coach cannot register a full team for the season.
- If your league allows a coach to retain players from year to year you are allowed a 5-player max freeze.
 - A participant's skill and experience should not be a factor when signing up and being selected on a team.
6. **Locations:** Grantee must only coordinate and implement the Program at locations agreed upon by LADF.
- Any adjustment of projected numbers or transferring of teams or resources across locations or divisions must be approved by LADF.
7. **Participation Recruitment:** Grantee is responsible for recruiting all players, coaches and participants of the Program. This includes making sure all players, coaches and participants are registered on LeagueApps.
8. **Coaches:** Grantee must only allow coaches who have passed a background check, registered on LeagueApps, and have committed to attend a Dodgers Dreamteam Coaches Training to serve in any capacity in Dodgers Dreamteam.
- Grantee must hire all coaches.
 - Grantee decides whether coaches are paid or unpaid.
 - Grantee must only allow coaches who passed a background check to participate in the Program.
 - Grantee must monitor coaches to ensure player safety and ensure that coaches always conduct themselves appropriately.
9. **Volunteers:** Grantee must recruit and manage all volunteers.

- Grantee must recruit all volunteers.
- Grantee must only allow volunteers who passed a background check to participate in the Program.
- All volunteers must sign off on any Grantee agreements.

Staff: Grantee must hire a Dodgers Dreamteam Coordinator who will work to implement the Program at Grantee locations.

- Grantee must hire any Dodgers Dreamteam Coordinators.
- Grantee must only allow staff who passed a background check to participate in the Program.
- Please review the full job description as part of Exhibit A.

10. Umpires: Grantee must ensure that all umpires are certified and have passed a background check.

- It is the responsibility of the Grantee to hire and onboard all umpires and agencies.
- Grantee must monitor umpires in the Program and ensure that players are safe and that umpires conduct themselves in a professional manner.
- LADF has the right to audit any umpiring organizations to ensure quality.

11. Marketing and Communications: Grantee must collaborate with LADF to ensure that the local community is marketed to and engaged in Dodgers Dreamteam.

- All Dodgers Dreamteam banners must be publicly displayed in a highly visible area. NOTE: Banners include multiple sponsor and partner logos.
- LADF will provide flyers for registration and various events that the Grantee agrees to distribute and publicly display in highly visible areas.
- Grantee must acknowledge the Los Angeles Dodgers Foundation Dodgers Dreamteam program in any promotional materials, press releases, or literature publicizing/promoting the Program.

12. Social Media and Digital Engagement: Grantee agrees to actively promote Dodgers Dreamteam through its digital platforms, including social media channels, websites, and email communications.

At a minimum, Grantee will:

- Share LADF-provided graphics, messaging, and key announcements on its social media platforms
- Tag and collaborate with LADF social media accounts when posting Dodgers Dreamteam-related content
- Promote registration deadlines, key events, and program milestones
- Include Dodgers Dreamteam content in organizational newsletters and email blasts

13. Outreach Tracking and Reporting: Grantee agrees to track and report on marketing and outreach efforts related to Dodgers Dreamteam. This includes providing LADF with the following information upon request or through required reporting cycles:

- Estimated number of individuals reached through social media posts (impressions and engagement metrics)
- Number of email recipients reached through newsletters or blasts
- Website traffic related to Dodgers Dreamteam promotions (if available)

- Demographic insights available through platform analytics (age ranges, geographic reach, etc., as accessible)
- Copies or screenshots of promotional materials and social media posts

Grantee will maintain documentation of marketing efforts and share summary reports with LADF to support sponsor reporting, impact measurement, and future funding opportunities.

14. Fees: Grantee agrees to not charge any amount over \$15 when implementing the Program. All Dodgers Dreamteam resources and services are free of charge.

15. Uniforms: Grantee must ensure that all Dodgers Dreamteam teams receive a uniform kit which will be provided by LADF. Each Dodgers Dreamteam team will receive uniforms. Grantee must abide by the following uniform policy:

- Each team will receive uniforms for 12 or 15 players per team pending what the Grantee selects. Uniforms must be worn at all games.
- Each uniform set is assigned to be used per team. Locations are encouraged to swap between other teams or divisions when needed. Please notify LADF immediately if you have any issues with your uniform sets that cannot not be resolved with inter-park swaps. LADF will help to alleviate the issue based on available inventory.
- If a location does not register the anticipated number of players that is agreed upon in the grant agreement, the location will be responsible for returning unused uniforms or the cost of any missing uniforms. This process must be completed within 15 days of the leagues last day of games and is a Program requirement to receive the second half of the grant award.
- Uniforms may not be worn outside of the Dodgers Dreamteam season. This includes fall leagues or other non-Dodgers Dreamteam events.
- Uniforms are defined as: 1 home jersey, 1 away jersey, 1 pair of pants, 1 pair of socks, 1 hat or 1 softball visor, 1 practice shirt, and 1 coach polo (coaches only).

16. Equipment: Grantee must ensure that every coach receives a full equipment kit which will be provided by LADF. Equipment kits are designed to be available for all teams. Grantee must abide by the following equipment policy:

- “One Team, One Kit” rule: Equipment kits are designed to be available for all Dodgers Dreamteam teams.
- Grantee must ensure that each team is equipped with an appropriate equipment kit that is available to them throughout their season. Please notify LADF immediately if there are any problems with equipment and providing one kit per team.
- Each head coach is required to receive one equipment kit per team.
- Any transferring of equipment between locations is prohibited unless approved by LADF staff.
- All Grantees must have a check-in process on distributing equipment kits to all coaches.
- Grantee will complete an equipment inventory sheet within 15 days of the league’s last game.

- LADF staff will determine if equipment is adequate for continued use or if new equipment will be needed for the next season. Equipment kits are required to last 5 seasons unless stolen or damaged.

Equipment Kits are defined as: 12 Right Hand Gloves and 3 Left Hand Gloves, 3 Helmets, 2 Bats, 1 Batting Tee, 1 Ball Bucket, 1 Bag, and 1 Catcher's Set (shin guards, chest protector, mask, mitt). The catcher's set will not be included for the T-Ball division.

17. Collaboration: participate in all Program elements, including but not limited to:

- Dodger Days
- PlayerFest
- Coaches Trainings
- Recycling Challenge
- LA Reads (including Storytimes and Dodgers Reading Champions)
- College & Career Accelerator (including CCA Workshops, Career Panels, and the LADF Legacy Scholarship)
- Science of Baseball (including STEM Field Day, as applicable)
- NIKE RBI Regional Tryouts and Tournament
- Coach of the Year
- Other Special Events and Program Activities as designated by LADF

18. Meetings: Grantee will agree to attend the Dodgers Dreamteam Partners Meeting, Dodgers Dreamteam Affiliate Partner Training and any additional onboarding or training meetings. Designated Partnership Executive Contact, Partnership Manager Contact, Dodgers Dreamteam Coordinator, and all designated points of contact per each Dodgers Dreamteam location (including but not limited to Site Supervisors, Directors, Managers, and Coordinators) are required to attend.

19. Measurement and Evaluation: Grantee is required to work with LADF in the collection of data to consistently improve the Program.

- LADF will provide a partnership with Hello Insight to measure SEL for participants ages 9-18 in the Program. This will include a pre survey that should be completed before the first game and post/check-in surveys should be completed within 1 week of the season ending. The Grantee is required to administer, promote, and monitor the collection of these surveys.
- Recruit parents, players, and coaches to participate in interviews and/or focus groups throughout the year.
- Support any event surveys that take place.

20. Safety Policy: Grantee acknowledges the MLB Youth Program Protection Policy and the LADF Safe Sport Policy. Grantee also acknowledges that it has a written policy that addresses its commitment to keep children safe from sexual abuse by preventing, recognizing, and responding to situations both on and off the playing field that in any way compromises their safety. Grantee

must sign the MLB Youth Program Protection Policy and the LADF Safe Sport Policy. Grantee must also provide a copy of its written policy to LADF with signed grant agreement.

21. Incident Policy: Grantee acknowledges they have an incident policy in place and will notify LADF within a 24-hour period should any incidents take place. Grantee will keep LADF updated on the status of the incident and when the incident is closed.

Dodgers Dreamteam Rules

In addition to the playing rules (USA Softball, PONY, NFHS, etc.) determined by each Grantee, this document outlines the guidelines recommended in all Dodgers Dreamteam leagues. However, in the case of the Grantee playing rules conflicting with the Dodgers Dreamteam rules, please consult LADF staff. In this document you will also find pitching guidelines to follow.

Dodgers Dreamteam League Code of Ethics

Any adult or player who violates the Dodgers Dreamteam League Code of Ethics will be subject to removal from the Dodgers Dreamteam program.

The adults that participate in the Dodgers Dreamteam program are viewed as role models to the youth served. It is imperative that those connected with the league always engage in conduct that is a positive representation of the league.

- All Grantees must adhere to the LADF Safe Sport Policy.
- Under no conditions should anyone, lay a hand upon, push, shove, strike, or threaten to strike an official, player, coach, spectator, game monitor, scorekeeper, or staff.
- Do not consume alcoholic beverages or any illegal substance at any time in the presence of players or in any context involving the league.
- Under no conditions swear, commit, or imply a vulgar act or motion.
- Do not bait or ride umpires, opposing managers and coaches, scorekeepers, or staff. Appropriate conduct should prevail.
- The manager or coach may inquire as to the nature or interpretation of a rule, but after an explanation, no further questions, or actions.
- All teams should play every player in as much of every game as possible.
- Make certain that managers, coaches, and your team shake hands with opposing team before and/or after each game.
- A coach shall not use tactics to deceive or take unfair advantages over his/her opponents.
- Every league must provide background checks to all coaches and volunteers who will be working directly with the kids in your Dodgers Dreamteam program.
- Do everything possible to ensure that playing Dodgers Dreamteam is a rewarding experience for the players. Encourage all players to be good scholars and equally good citizens.

Playing Rules for Baseball Ages 5-12

- Age divisions consist of T-Ball (5-6), Coach Pitch/Softball (7-8), Minor (9-10) and Major (11-12).
- All teams must consist of no more than 15 players.
- T-Ball and Coach Pitch games will be 60 minutes.
 - Both divisions will utilize the safe soft baseballs.
 - T-Ball: All bats must be sizes 25” or 26”.
 - Coach Pitch: All bats must be sizes 26”, 27” or 28”.
 - Coaches or a pitching machine may be used to pitch to these divisions (see field dimensions for pitching distance).
 - Score and standings are not kept for the T-Ball division.
- Minor and Major games will be 6 innings. No new inning may start after 90 minutes have elapsed from the start of the game.
 - All bats must be certified by a USA Baseball stamp.
 - Minors: All bats must be sizes 28”, 29” or 30”.
 - Majors: All bats must be sizes 29”, 30” or 31”
- All players will bat in one continuous batting order.
- All batters and runners must always wear a batting helmet. The on-deck batter must also wear a helmet.
- A player may only play on one team per division.
- Per inning there will be a 5 run max rule.
- Any fighting or inappropriate conduct will result in either the player’s ejection or, if necessary, a team’s disqualification. Any such decisions are made solely by the umpire. All incidents must also be reported to LADF staff.
- USA Baseball Pitch Count Recommendations.

DIVISION	DAILY MAX (PITCHES IN GAME)	REQUIRED REST (PITCHES)				
		0 Days	1 Days	2 Days	3 Days	4 Days
Coach Pitch/Softball (7-8)	50	1-20	21-35	36-50	N/A	N/A
Minors (9-10)	75	1-20	21-35	36-50	51-65	66+
Majors (11-2)	85	1-20	21-35	36-50	51-65	66+

Field Dimensions:

- T-Ball (5-6) and Coach Pitch/Softball (7-8): base path 50 ft., pitching distance 38 ft. and field distance 225-250 ft.
- Minors (9-10): base path 60 ft., pitching distance 46 ft. and field distance 225–250 ft.
- Majors (11-12): base path 70 ft., pitching distance 50 ft. and field distance 225-250 ft.

Playing Rules for Softball Ages 9-12

- Age divisions consist of Minor Softball (9-10), Major Softball (11-12) or Jr. Softball (9-12).
- All teams must consist of no more than 15 players.
- All games will be 6 innings. No new inning may start after 90 minutes have elapsed from the start of the game.
- All bats must be sizes 29”, 30” or 31”.
- All players will bat in one continuous batting order.
- All batters and runners must always wear a batting helmet. The on-deck batter must also wear a helmet.
- A player may only play on one team per division.
- Per inning there will be a 5 run max rule.
- Any fighting or inappropriate conduct will result in either the player’s ejection or, if necessary, a team’s disqualification. Any such decisions are made solely by the umpire. All incidents must also be reported to LADF staff.
- Field Dimensions:
 - Minor Softball (9-10): base path 60 ft., pitching distance 35 ft. and field distance 225-250 ft.
 - 11” softball
 - Major Softball (11-12): base path 60 ft, pitching distance 40 ft. distance and field distance 225-250 ft.
 - 12” softball

Playing Rules for Baseball Ages 13-18

- Age divisions consist of Junior Baseball (13-15) and Senior Baseball (16-18).
- Every player on the team must be inserted into every game for at least 2 innings of play and must have at least one plate appearance. Exceptions to this rule are not allowed unless a game is not played a full 7 innings.
- All teams must consist of no more than 15 players.
- Games will be 7 innings. No new inning may start after 2 hours and 15 minutes have elapsed from the start of the game.
- A game is legally completed after 5 innings if the visiting team is ahead and after 4 ½ innings if the home team is ahead.
- The mercy rule is 10 runs after 5 innings, 12 runs after 4 innings and 15 runs after 3 innings.
- All batters and runners must always wear a batting helmet. The on-deck batter must also wear a helmet.
- Bats with composite materials in the barrel must be compliant with the National Federation of State High School Associations rulebook BBCOR standards, and must be labeled as such; Bats must meet the standards noted in National Federation of State High School Associations rules (2017 NFHS Baseball rulebook pgs. 9-11 Section 3, Articles 2-5) for length, diameter, etc. NOTE: An illegal bat must be removed. Any bat that has been altered shall be removed from play. Penalty – See Rule NFHS Baseball rulebook; Rule 7-4 Article 1 (a).
- A player may only play on one team per division.
- Any fighting or inappropriate conduct will result in either the player’s ejection or, if necessary, a team’s disqualification. Any such decisions are made solely by the umpire. All incidents must also be reported to LADF staff.
- USA Baseball Pitch Count Recommendations

AGE	DAILY MAX (PITCHES IN GAME)	REQUIRED REST (PITCHES)				
		0 Days	1 Days	2 Days	3 Days	4 Days
13-14	95	1-20	21-35	36-50	51-65	66+
15-16	95	1-20	31-45	46-60	61-75	76+
17-18	105	1-20	31-45	46-60	61-75	76+

- Field Dimensions:
 - Junior Baseball (13-15) and Senior Baseball (16-18): base path 90 ft., pitching distance 60.5 ft. and field distance 300-350 ft.

Playing Rules for Softball Ages 13-18

- Age divisions consist of Sr. Softball (13-18).
- Every player on the team must be inserted into every game for at least 2 innings of play and must have at least one plate appearance. Exceptions to this rule are not allowed unless a game is not played a full 7 innings.
- All teams must consist of no more than 15 players.
- Games will be 7 innings. No new inning may start after 1 hour and 40 minutes have elapsed from the start of the game.
- A game is legally completed after 5 innings if the visiting team is ahead and after 4 ½ innings if the home team is ahead.
- The mercy rule is 15 runs after 3 innings, 12 runs after 4 innings, and 8 runs after 5 innings.
- Courtesy runner is allowed for the pitcher and catcher, but the courtesy runner may not be a player who is in or has been in the game.
- Designated player (DP) must be decided when line-ups are handed in. DP will be anywhere in the batting line-up with the FLEX (person playing the field) placed in the 10th spot of the line-up. FLEX player may bat but must bat in the position of the DP and DP is out of the game for that time; however, the DP can reenter one time. Indicate DP and FLEX on the line-up card.
- All batters and runners will always wear a batting helmet. The on-deck batter must also wear a helmet.
- Bats must meet all the USA Softball specifications and requirements of Rule 3, section 1. Must be on the list of approved bat models published by USA Softball. Max length 34", weight 38oz with a diameter of 2 1/4". Bats must have the 2000 or 2004 ASA stamp, or the ASA 2013 certification mark (may also have ISF stamp in addition to ASA) and bats must not appear on ASA banned list.
- A pitcher remaining in the game, but moving to a different position, can return as a pitcher any time in the remainder of the game, but only once in the same inning as he/she was removed. Visit count does not reset.
- Any starter who has been removed for a substitute player may re-enter the game once, at any time in the same position in the batting order. Subs may reenter.
- A player may only play on one team per division.
- Any fighting or inappropriate conduct will result in either the player's ejection or, if necessary, a team's disqualification. Any such decisions are made solely by the umpire. All incidents must also be reported to LADF staff.
- Field Dimensions:
 - Senior Softball (13-18): base path 60 ft., pitching distance 43 ft. and field distance 225-250 ft.

ADDENDUM 3:

GRANTEE APPLICATION

See Attached

ADDENDUM 4:

LADF WAIVERS AND RELEASES OF LIABILITY

2026 DODGERS DREAMTEAM
LIKENESS AUTHORIZATION AND RELEASE OF LIABILITY

PLEASE READ THIS LIKENESS AUTHORIZATION AND RELEASE OF LIABILITY (“RELEASE”) CAREFULLY. BY AGREEING TO THIS RELEASE, YOU WILL BE WAIVING LEGAL RIGHTS.

In consideration for allowing me and/or any child(ren) under eighteen (18) years old or any legally incapacitated adult(s) for whom I am the parent/guardian (each, a “Participant”; and collectively the “Participants”) to participate in the “Dodgers Dreamteam” program from January 1, 2026 through December 31, 2026 (the “Program”), staged by The Los Angeles Dodgers Foundation (the “Foundation”), I, for myself and on behalf of all of the other Participants and our parents, heirs, executors, administrators, next of kin, successors, and assigns, all of whom shall be legally bound by this Release, hereby agree as follows:

1. I am eighteen (18) years of age or older. I, for myself and on behalf of all of the other Participants, acknowledge that we are not required to participate in the Program and that our participation is voluntary and solely for our enjoyment. We understand that we can withdraw from the Program at any time. Neither I nor any of the other Participants, nor anyone acting on our behalf, will be compensated by the Foundation for our participation in the Program. Neither I nor any of the other Participants, nor anyone acting on our behalf, has not been promised employment by the Foundation for participating in the Program.

2. We understand and acknowledge that baseball and softball are action sports and that natural and/or man-made conditions may exist on the surface of baseball and softball fields or in connection with the games of baseball and softball that may present a significant risk of personal injury to us and/or damage to our property. We also understand and acknowledge that our participation in the Program may require us to engage in strenuous and/or potentially dangerous activities. Neither I nor any of the other Participants are aware of any reason, medical or otherwise, why we should not participate in the Program, and **we are prepared to, and do, hereby accept any and all risks, whether known or unknown to us, of having us participate in the Program, including, without limitation, all risks and danger inherent in the sports of baseball and softball and all warm-ups, practices, and competitions associated with baseball and softball, including specifically (but not exclusively) the danger of being injured by thrown bats (or fragments thereof); thrown or batted balls; thrown, dropped, or launched items or projectiles; contact or collisions with other participants or staff; any other incidents or accidents associated with crowds of people or the negligence or misconduct of other participants or spectators; or use of or participation in any attractions, activities, or events in connection with the Program.**

3. In connection with any injury that I or any of the other Participants may sustain or any other medical condition that we may experience during our participation in or with the Program, I authorize any emergency first aid, medication, medical treatment, or surgery (collectively, “Emergency

Medical Services") deemed necessary by the attending medical, first aid, or emergency personnel (collectively, the "**Medical Staff**") if I am not able to act on my own behalf or on the behalf of the other Participants. I further authorize (i) the Medical Staff to execute on our behalf any permission forms, consents, or other appropriate documents relating to medical attention for me and the other Participants and to act on our behalf if I am not able or immediately available to do so and (ii) the disclosure of any personal information relating to us by the Foundation or any of their representatives to any of the Medical Staff in connection with such Emergency Medical Services. Additionally, I agree to assume responsibility for any costs, fees or other monetary charges associated with such Emergency Medical Services or any permission forms, consents, or other appropriate documents relating to medical attention executed by any of the Medical Staff.

4. I, for myself and on behalf of all of the other Participants, acknowledge and expressly assume all risk of us being exposed to or contracting a Communicable Disease (as defined below) during or in connection with our participation in the Program. By participating in the Program, I acknowledge and expressly assume the risk that we may be exposed to a Communicable Disease. I expressly understand that the risks of exposure to a Communicable Disease include contracting a Communicable Disease and the associated dangers, medical complications (including death), and physical and mental injuries, both foreseen and unforeseen, that may result from contracting a Communicable Disease. I further acknowledge and understand that our interaction with staff, other participants, and/or any other individuals present during the Program poses an elevated, inherent risk of being exposed to and contracting a Communicable Disease, that it cannot be guaranteed that we will not be exposed to a Communicable Disease, and that potential exposure to or contraction of a Communicable Disease while participating in the Program are risks that cannot be eliminated. If infected with a Communicable Disease, I acknowledge and understand that I and/or the other Participants may subsequently infect others, even if we do not experience or display any symptoms. A "**Communicable Disease**" as used herein is COVID-19, any strains, variants, or mutations thereof, the coronavirus that causes COVID-19, and/or any other airborne, aerosolized, or surface transmissible communicable and/or infectious diseases, viruses, bacteria, or illnesses, or the causes thereof.

5. In connection with the foregoing, I agree that neither I nor any of the other Participants will participate in the Program if, within ten (10) days preceding our participation in the Program, either I or any of the other Participants (i) tested positive or presumptively positive for a Communicable Disease or was identified as a potential carrier of a Communicable Disease; (ii) experienced any symptoms commonly associated with a Communicable Disease, including, without limitation, fever, cough, loss of sense of taste or smell, or shortness of breath; and/or (iii) was in direct contact with or in the immediate vicinity of any person who is either confirmed or suspected of being infected with a Communicable Disease within ten (10) days preceding the Participant's encounter with such person. I further agree that I and the other Participants will submit to any health screening and/or Communicable Disease testing that may be required as a condition of our participation in the Program.

6. If I and/or any of the other Participants test positive for a Communicable Disease or have been identified as being exposed to an individual who has tested positive for a Communicable Disease, we agree to immediately inform the Foundation and acknowledge that the Foundation may be required to contact the Los Angeles County Department of Public Health ("**LACDPH**") to provide information regarding the confirmed positive test, including our name(s) and contact information. We consent to the Foundation providing such information to LACDPH or any other administrative body as required by law. We agree to willingly cooperate with any contact tracing that is deemed necessary

by the Foundation and/or LACDPH. We acknowledge the Foundation, the Governor, State Department of Health, LACDPH, or other administrative body with authority over the Foundation may decide to cancel a meeting, practice, competition, or the Program at any time. We also acknowledge that the Foundation must comply with any mandates issued by any entity with the authority over athletics and agree to comply with any such directives even if issued after our agreement to this Release. We are aware that practices, games, spectating, and/or transportation will look differently from prior years, including the need for physical distancing and the correct and consistent use of face masks. We agree to comply with the direction provided by the Foundation's staff and coaching staff and acknowledge that the failure to do so may result in our being refused participation at meetings, practice, competitions, and/or the Program.

7. TO THE FULLEST EXTENT PERMITTED BY LAW, I, FOR MYSELF AND ON BEHALF OF ALL OF THE OTHER PARTICIPANTS, AGREE TO INDEMNIFY, RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS THE LOS ANGELES DODGERS FOUNDATION, LOS ANGELES DODGERS LLC (THE "DODGERS"), THE OTHER MLB ENTITIES, LA REAL ESTATE LLC, CHAVEZ RAVINE LAND COMPANY LLC, and their respective direct and indirect owners, stockholders, members, partners, directors, officers, employees, agents, representatives, contractors, vendors, sponsors, facilities in which Program events are held, principals, affiliated entities, mortgagees or ground lessors, servants, trustees, beneficiaries, heirs, successors, and assigns, and each and every person acting by, through, under, or in concert with them, or any of them (hereinafter, individually and collectively referred to as the "Indemnified Parties"), of and from all manner of action or actions, cause or causes of action, at law or in equity, suits, claims, demands, damages, liability, lost cost or expense, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter referred to as "Claims"), that we may have or hereafter have against the Indemnified Parties by reason of any injuries that we may sustain, whether to our person and/or property, as a result of or incident to (i) the Indemnified Parties' negligence (whether active or passive, but not including gross negligence or willful misconduct), (ii) our participation in the Program, and/or (iii) any and all risks assumed by us hereunder, including, without limitation, exposure to or contraction of a Communicable Disease by me and/or any other individual infected by me. I, FOR MYSELF AND ON BEHALF OF ALL OF THE OTHER PARTICIPANTS, FURTHER COVENANT NOT TO SUE OR OTHERWISE PURSUE ANY FORM OF RECOVERY OR LEGAL ACTION, INCLUDING ARBITRATION, AGAINST ANY OF THE INDEMNIFIED PARTIES ARISING FROM OR RELATING TO ANY CLAIM. For purposes of this Release, the "MLB Entities" shall mean the Dodgers and the other Major League Baseball clubs, the Office of the Commissioner of Baseball, Major League Baseball Properties, Inc., MLB Advanced Media, L.P., The MLB Network, LLC, and such entities' respective past, present and future affiliates, owners, general and limited partners, members, shareholders, directors, officers, employees, agents, representatives, contractors, vendors, licensees, sponsors, advertisers, and broadcast partners.

8. I, FOR MYSELF AND ON BEHALF OF ALL OF THE OTHER PARTICIPANTS, ACKNOWLEDGE AND UNDERSTAND THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE

AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

BEING AWARE OF SAID CODE SECTION, WE HEREBY EXPRESSLY WAIVE ANY RIGHTS THAT WE MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT, WHETHER IN CALIFORNIA OR ANY OTHER STATE.

9. I, for myself and on behalf of all of the other Participants, agree that if I and/or any of the other Participants, or anyone acting on our behalf, commence, join in, or in any way seek relief through any action or proceeding arising out of, based upon, or relating to any of the Claims released hereunder, or in any way assert against the Indemnified Parties any of the Claims released hereunder, then we will pay to the Indemnified Parties, in addition to any other damages caused to the Indemnified Parties thereby, all attorneys’ fees incurred by the Indemnified Parties in defending or otherwise responding to said action, proceeding, and/or Claims.

10. I, for myself and on behalf of all of the other Participants, hereby authorize and grant the Foundation, the Dodgers, and/or anyone authorized by or acting on behalf of the Foundation and/or the Dodgers (hereinafter, individually and collectively referred to as the “**Authorized Users**”) the non-exclusive, transferable, sublicensable, and assignable right to use, reproduce, publish, and/or depict our name, voice, words, image, likeness, and/or biographical information (collectively, the “**Images**”) in any manner that the Authorized Users deem necessary or appropriate, in all media, worldwide, in perpetuity, without any additional consideration, in and in connection with the production, distribution, marketing, promotion, advertisement, packaging, sale, publication, exhibition, display, and/or exploitation of the Program and/or the Authorized Users, including, without limitation, on the video display boards at Dodger Stadium and/or in any and all print and/or digital advertisements, websites, social media posts, broadcasts, telecasts, and/or other retransmissions of or regarding the Program and/or the Authorized Users. In addition, in connection with the use of the Images, I, for myself and on behalf of all of the other Participants, hereby release and waive any action or cause of action that we may assert in connection with the use of the Images, including, but not limited to, any claims that we have or may have for invasion of privacy, defamation, violation of any right of publicity, or any other cause of action arising out of the production, reproduction, distribution, transmission, publication, public performance, broadcast, or exhibition of advertisements, promotions, content, programs and/or materials in which the Images appear. **I, for myself and on behalf of all of the other Participants, acknowledge and agree that this authorization is intended to satisfy any and all of the consent requirements of California Civil Code sections 3344 and 3344.1, and we hereby waive and release any and all claims that we may have or hereafter have against the Authorized Users under those statutes or any other statutes or common law principles of similar effect, whether in California or any other state.**

11. I, FOR MYSELF AND ON BEHALF OF ALL OF THE OTHER PARTICIPANTS, UNDERSTAND THAT BY AGREEING TO THIS RELEASE, WE ARE GIVING UP OUR RIGHT TO SUE THE INDEMNIFIED PARTIES AND/OR TO SEEK COMPENSATION FROM THE INDEMNIFIED PARTIES FOR ANY INJURIES OR DAMAGES THAT WE MAY INCUR AS A RESULT OF THE ACTIVE OR PASSIVE NEGLIGENCE (BUT NOT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF THE

INDEMNIFIED PARTIES, OUR PARTICIPATION IN THE PROGRAM, AND/OR ANY AND ALL RISKS ASSUMED BY US HEREUNDER, INCLUDING, WITHOUT LIMITATION, EXPOSURE TO OR CONTRACTION OF A COMMUNICABLE DISEASE BY ME AND/OR ANY OTHER INDIVIDUAL INFECTED BY ME.

12. If any provision of this Release shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and this Release shall be construed as if such invalid or unenforceable provision were omitted.

13. This Release shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of California. I, for myself and on behalf of all of the other Participants, hereby (a) irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Los Angeles County, California, in connection with all matters and issues arising out of the Program and/or this Release, (b) agree not to bring any claim or action except in such courts, and (c) irrevocably waive all claims, defenses, and objections based on improper venue, inconvenient forum, and/or lack of personal jurisdiction with respect to such courts.

14. **DECLARATION**. If child(ren) under eighteen (18) years old or legally incapacitated adult(s) for whom I am the parent or legal guardian will be participating in the Program, I declare under penalty of perjury under the laws of the State of California that I am the parent or legal guardian of the child(ren) or legally incapacitated adult(s) participating in the Program, and that I am duly authorized to execute this Release on his/her/their behalf. I further declare that I shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all Claims whatsoever, including, without limitation, attorneys' fees and costs, resulting from, incident to, or arising out of his/her/their participation in the Program, his/her/their appearance in the Images, the exploitation of the Images by the Indemnified Parties, any and all risks assumed by him/her/them and me above, and/or the breach of any promises, covenants, and/or representations made by me herein and/or in the above Release.

I CERTIFY THAT I HAVE CAREFULLY READ THIS RELEASE AND THAT I AM COMPETENT TO ACCEPT THE TERMS HEREIN, ON BEHALF OF MYSELF AND THE OTHER PARTICIPANTS, WITH FULL UNDERSTANDING OF THEIR CONTENTS. I AM AWARE THAT THIS IS A LIKENESS AUTHORIZATION AND RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE INDEMNIFIED PARTIES AND THE AUTHORIZED USERS, AND BY ACCEPTING AND SUBMITTING THIS RELEASE, I AGREE TO BE BOUND BY THE TERMS OF THIS RELEASE, INCLUDING, BUT NOT LIMITED TO, THE WAIVER OF LIABILITY IN PARAGRAPHS 7 AND 14 AND THE LIKENESS AUTHORIZATION IN PARAGRAPH 10 ABOVE, AND DO SO OF MY OWN FREE WILL.

I Accept



CITY OF EL MONTE
PARKS, RECREATION AND
COMMUNITY SERVICES DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF APRIL 8, 2026

ATTACHMENT 2

Resolution

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, ACCEPTING \$24,840 IN GRANT FUNDS FROM THE LOS ANGELES DODGERS FOUNDATION FOR THE 2026 DODGERS DREAMTEAM PROGRAM AND AMENDING THE FISCAL YEAR 2025-2026 BUDGET

WHEREAS, the Los Angeles Dodgers Foundation ("LADF") is a California nonprofit organization affiliated with the Los Angeles Dodgers; and

WHEREAS, LADF supports key cornerstone programs in sports and recreation, education and literacy, health and wellness benefiting children and families throughout the greater Los Angeles area; and

WHEREAS, the City of El Monte ("City") has been selected to receive a Dodgers Dreamteam Program Grant ("Grant") of \$24,840 for the 2026 Dodgers Dreamteam Program ("Program") to fund the position of a Dodgers Dreamteam Coordinator (60%) and to offset field maintenance and umpire fees for the Program (40%); and

WHEREAS, the Grant will support approximately 180 youth players participating in the Program at Lambert Park in the City; and

WHEREAS, in order to receive, expend, utilize and otherwise benefit from the Grant, the City is required to enter into an agreement with LADF (the "Agreement"), which is attached hereto as Exhibit "A"; and

WHEREAS, the City wishes to delegate authorization to the City Manager to execute the Agreement; and

WHEREAS, the adopted Fiscal Year 2025-2026 Budget will be revised to reflect acceptance of the Grant.

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

SECTION 1. The City Council hereby finds that the foregoing recitals are true and correct and incorporated into the body of this Resolution by this reference.

SECTION 2. The City Council hereby authorizes the City Manager to execute the Agreement, a copy of which is attached hereto as Exhibit "A."

SECTION 3. The City Council hereby authorizes the commencement of the activities proposed under the Agreement and the City Manager's execution of any

additional documents required to effectuate the City's use and receipt of the Grant funds such that the Agreement may be carried forth to completion.

SECTION 4. The City Council hereby authorizes amendment of the Fiscal Year 2025-2026 Budget to reflect acceptance of the Grant.

SECTION 5. This Resolution shall take effect immediately 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 on this _____ day of _____, 2026.

Jessica Ancona
Mayor of the City of El Monte

ATTEST:

Gabriel Ramirez
City Clerk of the City of El Monte

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

I, Gabriel Ramirez, 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 meeting of said City held on this ___ day of _____ 2026, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Gabriel Ramirez
City Clerk of the City of El Monte

Exhibit "A"

Vendor #	Vendor	Invoice	Check	Description	Type	Invoice Net	Due Date	Invoice Date
Net Payroll 03/01/2026-03/15/2026						\$1,490,761.95		
49	A CAL PEST CONTROL SERVICES, INC.	001-0140703		1137723 PEST CONTROL SVCS FOR SENIOR CTR - PW	N	\$50.00	3/26/2026	3/6/2026
49	A CAL PEST CONTROL SERVICES, INC.	001-0140705		1137723 PEST CONTROL SVCS FOR SENIOR CTR - PW	N	\$50.00	3/26/2026	3/13/2026
49	A CAL PEST CONTROL SERVICES, INC.	001-0140706		1137723 PEST CONTROL SVCS FOR SENIOR CTR. - PW	N	\$50.00	3/26/2026	3/20/2026
49	A CAL PEST CONTROL SERVICES, INC.	001-0140846		1137723 PEST CONTROL SVCS FOR PD - PW	N	\$120.00	3/26/2026	3/6/2026
49	A CAL PEST CONTROL SERVICES, INC.	001-0140958		1137723 PEST CONTROL SVCS FOR CITY HALL - PW	N	\$150.00	3/26/2026	3/13/2026
67	SHARP PERFORMANCE INC.	1052		1137669 CONTRACT NO. 25PD09102 ANNUAL SUB TO MOBILE APP	N	\$38,735.00	3/19/2026	9/11/2025
102	SUNRISE INVESTMENTS SRI NO. 6 LLC	03.09.26		1137676 RENTAL ASSIST FOR KEVIN GOMEZ 11106 BONWOOD RD #1	N	\$1,067.73	3/19/2026	3/9/2026
139	FRE LLC	03.09.26		1137634 RNTL ASSIST - ELIZABETH PADRON -11650 FERRIS RD#11	N	\$608.95	3/19/2026	3/9/2026
169	MOMAR INCORPORATED	PSI647811		1137769 MOMARAL - 1DZ QT, GLAZE AEROSOL, FOAMER - PD	N	\$471.70	3/26/2026	11/25/2025
203	BEROKOFF ELECTRIC	6194		1137729 LIGHT FIXTURES FOR CONFERENCE ROOM - PW	N	\$5,950.00	3/26/2026	3/2/2026
237	SKILLED FENCE BUILDER INC	2026-4		1137670 CONTRACT NO. 25PW11129 CHAIN LINK FENCE - PW	N	\$46,760.00	3/19/2026	2/3/2026
249	EMBODY RITUAL LLC	46097		1137742 GROUP CLASS RATER FOR 1 HR CLASS PILATES - P/R	N	\$320.00	3/26/2026	3/16/2026
253	JOHN T. CINQUEGRANI	03.09.26		1137644 RNTL ASSIST FOR ASHLEY MORALES -3149 1/2 GRANADA A	N	\$530.32	3/19/2026	3/9/2026
264	CPL CONSTRUCTION INC	INV-R240832-03		1137624 PROGRESS PYMT #3 - MEP COMPLETION DRYWALL & INSULA	N	\$26,000.00	3/19/2026	2/19/2026
269	DAKOTA COMMUNICATIONS LLC.	909		1137625 FEB 2026 PROF CONSULTING SERVICES FOR CMO	N	\$10,540.00	3/19/2026	3/5/2026
275	HIEY MINH NGUYEN	INV-00006865		1137754 BOND RELEASE REFUND - CED	N	\$1,000.00	3/26/2026	3/3/2026
276	ROGELIO'S CONSTRUCTION INC	03.03.26		1137778 REFUND: DEPOSIT BLDR-00379-2024 BOND IS RELEASED	N	\$2,927.34	3/26/2026	3/3/2026
277	YIN-YUE TSANG	03.02.26		1137803 REFUND: DEPOSIT BLDT-00189-2023 BOND RELEASED	N	\$3,153.90	3/26/2026	3/2/2026
287	SEAMAN, CARLIN, EL SEGUNDO LLC.	03.16.26		1137668 RENTAL ASSIST MAGGALY BARRERA 3036 1/2 SEAMAN AVE	N	\$1,768.30	3/19/2026	3/16/2026
288	MARIACHI PALACIOS	5072026		1137767 2 HR LIVE MUSIC 12-2PM - PARKS/REC.	N	\$1,200.00	3/26/2026	3/10/2026
289	ANGEL CASTELLANOS	03.17.26		1137616 REIMB: OVER CONTRIBUTION OF DEFERRED COMP 2025	N	\$1,500.00	3/19/2026	3/17/2026
292	SAM LAM	INV-00002013		1137781 BOND RELEASE REFUND - CED	N	\$4,371.58	3/26/2026	3/2/2026
297	KOHLOVERA	1		1137761 FACE PAINTING FOR P/R	N	\$800.00	3/26/2026	3/17/2026
1394	AT & T	9391026243-03/26		1137728 BILL PAYER (BAN) 9391026243 INV#24953120- IT	N	\$2,441.38	3/26/2026	3/13/2026
1565	CALIFORNIA AMERICAN WATER	49208-03/26		1137730 AC#1015-210021492038 (02/05/26- 03/05/26) 4535 BAL	N	\$80.83	3/26/2026	3/9/2026
1587	CALIFORNIA CONTRACT CITIES	515835		1137731 CITY MEMBERSHIP DUES FY 25/26 - CMO	N	\$7,200.00	3/26/2026	7/7/2025
1616	CALPERS LONG-TERM CARE PROGRAM	15962578		1137621 POL#41-277495 ACCT#59533077- LONG-TERM CARE PRG FO	N	\$6,517.48	3/19/2026	2/18/2026
1616	CALPERS LONG-TERM CARE PROGRAM	15963910		1137621 AC#11096404 LONG TERM CARE PROGRAM FOR RETIREES-HR	N	\$40,805.75	3/19/2026	2/18/2026
1627	CSULB FOUNDATION	5270-32100-25009		1137739 REGISTRATION FOR ISACC RODRIGUEZ - INTERNAL AFFAIR	N	\$405.00	3/26/2026	3/12/2026
1627	CSULB FOUNDATION	5270-33890-25003		1137738 REGISTRATION FOR RENE WEISER - REAL TIME CRIME CTR	N	\$475.00	3/26/2026	3/12/2026
1870	TOM DODSON & ASSOCIATES	EL-199-1		1137678 PEER REVIEW - ENVIRONMENTAL SPECIALIST SVCS	N	\$2,670.00	3/19/2026	3/11/2026
2003	EWING IRRIGATION PRODUCTS	29305016		1137628 COUPLINGS, PVC 90 ELL SS PIPE CUTTERS - PW	N	\$179.05	3/19/2026	3/5/2026
2003	EWING IRRIGATION PRODUCTS	29358072		1137743 PRO MOUND CLAY, DRIPLINE BARBED INSERTS - PW	N	\$317.24	3/26/2026	3/10/2026
2003	EWING IRRIGATION PRODUCTS	29390169		1137743 METAL GAS CANS, GREEN LID ONLY FOR PW	N	\$434.84	3/26/2026	3/12/2026
2003	EWING IRRIGATION PRODUCTS	29421892		1137743 PVC R/BRUSH SET, ADAPTERS, COUPLINGS - PW	N	\$320.75	3/26/2026	3/16/2026
2003	EWING IRRIGATION PRODUCTS	29425966		1137743 PVC PE PIPE, COUPLINGS, PVC R/BRUSH SS - PW	N	\$395.28	3/26/2026	3/16/2026
2003	EWING IRRIGATION PRODUCTS	29436453		1137743 MALE ADAPTERS, PIPE CUTTER, SEAL TAPE, GREEN BOX/L	N	\$402.44	3/26/2026	3/17/2026
2003	EWING IRRIGATION PRODUCTS	29440179		1137743 SCH80 PVC 90 ELL SS - PW	N	\$48.49	3/26/2026	3/17/2026
2003	EWING IRRIGATION PRODUCTS	29444223		1137743 PVC PE PIPE, R/BUSH ST, DETECT BLUE WATER, THD BAL	N	\$3,506.03	3/26/2026	3/17/2026
2003	EWING IRRIGATION PRODUCTS	29484379		1137743 L/P DS-400 PRE FILL CONN 25PK - PW	N	\$65.72	3/26/2026	3/19/2026
2003	EWING IRRIGATION PRODUCTS	29486419		1137743 PRO GREEN VALVE BOX/LIDS FOR PW	N	\$681.67	3/26/2026	3/20/2026
2026	FEDEX	9-211-84417		1137630 COURIER SVCS FOR HR	N	\$157.09	3/19/2026	3/13/2026
2183	GRAINGER	9723759354		1137748 LED SAFETY FLARE RED FOR PW	N	\$250.38	3/26/2026	11/25/2025
2183	GRAINGER	9835681686		1137748 SUNSCREEN BOTTLES FOR P/R	N	\$324.41	3/26/2026	3/10/2026
2183	GRAINGER	9835681694		1137748 SANITARY NAPKINS FOR P/R	N	\$204.79	3/26/2026	3/10/2026
2183	GRAINGER	9836213935		1137748 LOOSE ABSORBENT MONTMORILLONITE CLAY, WIPES - P/R	N	\$95.99	3/26/2026	3/10/2026
2183	GRAINGER	9836570078		1137748 SCISSORS, EMESIS BAG, GLOVES, COLD PACK - PW	N	\$1,075.15	3/26/2026	3/10/2026
2183	GRAINGER	9836783101		1137748 COLD PACKS, BANDAGES, BUTTERFLY PLASTIC PK, WIPES	N	\$1,264.81	3/26/2026	3/10/2026
2206	GUTIERREZ	01.26-30.2026		1137749 REIMB. FOR POST MGMT COURSE I - PER DIEM, PARKING	N	\$113.75	3/26/2026	3/12/2026

2206 GUTIERREZ	02.23-26.26	1137749 REIMB. FOR POST MGMT COURSE II - PER DIEM, PARKING	N	\$132.87	3/26/2026	3/12/2026
2206 GUTIERREZ	03.30-04.02.26	1137749 HOTEL FOR MGMT COURSE SESSION 3 DANA POINT	N	\$755.06	3/26/2026	3/16/2026
2217 HDL COREN & CONE	SIN058813	1137639 JAN - MAR 2026 CONTRACT SVCS PROP TAX - FINC DIV.	N	\$5,026.25	3/19/2026	1/27/2026
2217 HDL COREN & CONE	SIN060684	1137752 JAN - MAR 2026 - CONTRACT SERVICES PROPERTY TAX	N	\$151.25	3/26/2026	3/17/2026
2238 HARRIS & ASSOCIATES	71454	1137751 FEB 2026 - SEWER SERVICE FEES ADMIN - PW UTIL.	N	\$685.00	3/26/2026	3/11/2026
2285 HOME DEPOT	6290580	1137755 SHOVELS, PUNG SNIP, KNEELING PAD, ORGANIC HERBS, W	N	\$215.83	3/26/2026	3/11/2026
2285 HOME DEPOT	WH25035735	1137755 TV WALL MOUNT FOR P/R	N	\$108.27	3/26/2026	3/11/2026
2285 HOME DEPOT	WN51406942	1137640 PUSH BUTTON START PORT INVERTER GENERATOR 50ST-P/R	N	\$4,724.98	3/19/2026	3/12/2026
2334 INDUSTRIAL PIPE & STEEL CO	39883	1137641 BASE PLATES W/HOLES, H/R RREM UNDER 6" - PW	N	\$130.49	3/19/2026	2/12/2026
2451 KNORR SYSTEMS INC	300484	1137760 CARBON DIOXIDE REFILL, HAZMAT, FUEL SURCHARGE - PW	N	\$484.47	3/26/2026	3/11/2026
2525 LIGHTNING OIL CO INC	40465	1137764 CNG STATION COMP. OIL WASTE 55 DRUMS AND 3 EMPTY	N	\$2,227.50	3/26/2026	12/18/2025
2764 MULTI W SYSTEMS INC	32531451	1137770 40FT 4/4C SOOW CORD FOR PW UTIL.	N	\$6,161.25	3/26/2026	12/10/2025
2764 MULTI W SYSTEMS INC	32630274	1137770 TROUBLESHOOT CONTROL PANEL FOR PW	N	\$420.00	3/26/2026	2/10/2026
2764 MULTI W SYSTEMS INC	32630323	1137770 EMERGENCY FIELD SVC TO STROM PUMP STN - PW	N	\$760.00	3/26/2026	2/19/2026
2764 MULTI W SYSTEMS INC	32630353	1137770 AIR RELEASE VALVE, PVC FITTING, SPRAY FOAM - PW	N	\$6,985.25	3/26/2026	3/4/2026
2764 MULTI W SYSTEMS INC	32630354	1137770 FLOAT SWITCH, 40 FT CORDS, MOUNTING CHAIN - PW	N	\$2,173.69	3/26/2026	3/6/2026
2882 NURRE	03.03.26	1137656 REIMB: MILEAGE/PARKING 2026 CALNENA CONF	N	\$115.31	3/19/2026	3/3/2026
2970 RUSH TRUCK CENTER, WHITTIER	3044794156	1137664 P-002893, VEHICLE REPAIRS ON AS NEEDED BASIS PW60	N	\$954.17	3/19/2026	1/29/2026
2970 RUSH TRUCK CENTER, WHITTIER	3044940021	1137664 CREDIT FOR OXIDE-CORE - UTIL	N	-\$249.84	3/19/2026	2/4/2026
2987 PARS	60027	1137773 JAN 2026 AE-REPO0A MTHLY ADMIN FEE/ANNUAL ASSET FE	N	\$10,195.69	3/26/2026	3/5/2026
3362 SAM'S CLUB DIRECT	1359	1137665 WHEELED COOLER FOR PICKLE BALL - P/R	N	\$132.56	3/19/2026	3/4/2026
3362 SAM'S CLUB DIRECT	1361	1137665 STORAGE TOTES, BATTERIES, BANKER BOXES FOR SNR CNT	N	\$142.35	3/19/2026	3/4/2026
3365 SAM'S CLUB DIRECT	6767	1137782 SUPPLIES FOR CMO OFFICE	N	\$228.05	3/26/2026	3/17/2026
3406 SAN GABRIEL VALLEY WATER CO	100145-03/26	1137783 AC#10023454-100145 2/03-03/04/26	N	\$146.76	3/26/2026	3/5/2026
3406 SAN GABRIEL VALLEY WATER CO	100453-03/26	1137783 AC#10023454-100453 2/03-03/04/26	N	\$71.15	3/26/2026	3/5/2026
3406 SAN GABRIEL VALLEY WATER CO	100454-03/26	1137783 AC#10023454-100454 2/03-03/04/26	N	\$162.76	3/26/2026	3/5/2026
3406 SAN GABRIEL VALLEY WATER CO	104878-03/26	1137783 AC#10023454-104878 2/03-03/04/26	N	\$547.54	3/26/2026	3/5/2026
3406 SAN GABRIEL VALLEY WATER CO	105051-03/26	1137783 AC#10023454-105051 2/03-03/04/26	N	\$518.92	3/26/2026	3/5/2026
3406 SAN GABRIEL VALLEY WATER CO	105448-03/26	1137666 AC#10023459-105448 2/03-03/04/26	N	\$254.66	3/19/2026	3/5/2026
3406 SAN GABRIEL VALLEY WATER CO	105912-03/26	1137666 AC#10023454-105912 2/05-03/09/26	N	\$140.27	3/19/2026	3/10/2026
3406 SAN GABRIEL VALLEY WATER CO	109812-03/26	1137666 AC#10023454-109812 2/02-03/03/26	N	\$146.76	3/19/2026	3/4/2026
3406 SAN GABRIEL VALLEY WATER CO	110001-03/26	1137666 AC#10023454-110001 2/02-03/03/26	N	\$821.48	3/19/2026	3/4/2026
3406 SAN GABRIEL VALLEY WATER CO	110293-03/26	1137666 AC#10023454-110293 2/02-03/03/26	N	\$237.48	3/19/2026	3/4/2026
3406 SAN GABRIEL VALLEY WATER CO	113754-03/26	1137666 AC#10023454-113754 2/04-03/05/26	N	\$25.76	3/19/2026	3/9/2026
3406 SAN GABRIEL VALLEY WATER CO	115679-03/26	1137666 AC#10023454-115679 2/04-03/05/26	N	\$301.35	3/19/2026	3/9/2026
3406 SAN GABRIEL VALLEY WATER CO	117253-03/26	1137666 AC#10023459-117253 2/03-03/04/26	N	\$1,475.05	3/19/2026	3/5/2026
3406 SAN GABRIEL VALLEY WATER CO	117522-03/26	1137666 AC#10023458-117522 2/04-03/05/26	N	\$122.68	3/19/2026	3/9/2026
3406 SAN GABRIEL VALLEY WATER CO	117523-03/26	1137666 AC#10023457-117523 2/04-03/05/26	N	\$318.52	3/19/2026	3/9/2026
3406 SAN GABRIEL VALLEY WATER CO	119050-03/26	1137666 AC#10023459-119050 2/03-03/04/26	N	\$71.15	3/19/2026	3/5/2026
3406 SAN GABRIEL VALLEY WATER CO	119380-03/26	1137666 AC#10023454-119380 2/04-03/05/26	N	\$71.15	3/19/2026	3/9/2026
3406 SAN GABRIEL VALLEY WATER CO	158722-03/26	1137666 AC#10023454-158722 2/04-03/05/26	N	\$71.15	3/19/2026	3/9/2026
3406 SAN GABRIEL VALLEY WATER CO	159198-03/26	1137666 AC#10023459-159198 2/04-03/05/26	N	\$146.76	3/19/2026	3/9/2026
3406 SAN GABRIEL VALLEY WATER CO	165341-03/26	1137783 AC#10023454-165341 2/03-03/04/26	N	\$232.65	3/26/2026	3/5/2026
3406 SAN GABRIEL VALLEY WATER CO	166064-03/26	1137666 AC#10023454-166064 2/09-03/10/26	N	\$146.76	3/19/2026	3/11/2026
3406 SAN GABRIEL VALLEY WATER CO	166107-03/26	1137783 AC#10023454-166107 2/03-03/04/26	N	\$146.76	3/26/2026	3/5/2026
3406 SAN GABRIEL VALLEY WATER CO	168503-03/26	1137783 AC#10023454-168503 2/03-03/04/26	N	\$266.11	3/26/2026	3/5/2026
3406 SAN GABRIEL VALLEY WATER CO	170038-03/26	1137783 AC#10023454-170038 2/03-03/04/26	N	\$25.76	3/26/2026	3/5/2026
3406 SAN GABRIEL VALLEY WATER CO	170057-03/26	1137666 AC#10023459-170057 2/03-03/04/26	N	\$426.42	3/19/2026	3/5/2026
3406 SAN GABRIEL VALLEY WATER CO	170092-03/26	1137783 AC#10023454-170092 2/03-03/04/26	N	\$506.58	3/26/2026	3/5/2026
3406 SAN GABRIEL VALLEY WATER CO	170397-03/26	1137666 AC#10023459-170397 2/03-03/04/26	N	\$71.15	3/19/2026	3/5/2026
3406 SAN GABRIEL VALLEY WATER CO	170435-03/26	1137783 AC#10023460-170435 2/03-03/04/26	N	\$25.76	3/26/2026	3/5/2026
3406 SAN GABRIEL VALLEY WATER CO	170442-03/26	1137783 AC#10023460-170442 2/03-03/04/26	N	\$71.15	3/26/2026	3/5/2026

3406 SAN GABRIEL VALLEY WATER CO	171105-03/26	1137666 AC#10023459-171105 2/03-03/04/26	N	\$146.76	3/19/2026	3/5/2026
3406 SAN GABRIEL VALLEY WATER CO	171344-03/26	1137666 AC#10023459-171344 2/03-03/04/26	N	\$146.76	3/19/2026	3/5/2026
3406 SAN GABRIEL VALLEY WATER CO	171448-03/26	1137666 AC#10023459-171448 2/03-03/04/26	N	\$599.07	3/19/2026	3/5/2026
3406 SAN GABRIEL VALLEY WATER CO	171654-03/26	1137666 AC#10023459-171654 2/03-03/04/26	N	\$71.15	3/19/2026	3/5/2026
3406 SAN GABRIEL VALLEY WATER CO	171882-03/26	1137666 AC#10023459-171882 2/03-03/04/26	N	\$204.02	3/19/2026	3/5/2026
3406 SAN GABRIEL VALLEY WATER CO	171971-03/26	1137666 AC#10023459-171971 2/03-03/04/26	N	\$40.88	3/19/2026	3/5/2026
3406 SAN GABRIEL VALLEY WATER CO	171978-03/26	1137666 AC#10023454-171978 2/02-03/03/26	N	\$169.66	3/19/2026	3/4/2026
3406 SAN GABRIEL VALLEY WATER CO	172122-03/26	1137666 AC#10023459-172122 2/02-03/03/26	N	\$398.68	3/19/2026	3/4/2026
3406 SAN GABRIEL VALLEY WATER CO	172373-03/26	1137666 AC#10023459-172373 2/02-03/03/26	N	\$312.79	3/19/2026	3/4/2026
3406 SAN GABRIEL VALLEY WATER CO	172419-03/26	1137666 AC#10023454-172419 2/02-03/03/26	N	\$25.76	3/19/2026	3/4/2026
3406 SAN GABRIEL VALLEY WATER CO	172488-03/26	1137666 AC#10023459-172488 2/02-03/03/26	N	\$146.76	3/19/2026	3/4/2026
3406 SAN GABRIEL VALLEY WATER CO	172624-03/26	1137666 AC#10023459-172624 2/02-03/03/26	N	\$71.15	3/19/2026	3/4/2026
3406 SAN GABRIEL VALLEY WATER CO	172648-03/26	1137666 AC#10023459-172648 2/02-03/03/26	N	\$404.41	3/19/2026	3/4/2026
3406 SAN GABRIEL VALLEY WATER CO	172849-03/26	1137666 AC#10023459-172849 2/02-03/03/26	N	\$421.58	3/19/2026	3/4/2026
3406 SAN GABRIEL VALLEY WATER CO	172947-03/26	1137666 AC#10023459-172947 2/02-03/03/26	N	\$71.15	3/19/2026	3/4/2026
3406 SAN GABRIEL VALLEY WATER CO	172974-03/26	1137666 AC#10023454-172974 2/02-03/03/26	N	\$25.76	3/19/2026	3/4/2026
3406 SAN GABRIEL VALLEY WATER CO	173033-03/26	1137666 AC#10023459-173033 2/02-03/03/26	N	\$25.76	3/19/2026	3/4/2026
3406 SAN GABRIEL VALLEY WATER CO	173104-03/26	1137666 AC#10023459-173104 2/02-03/03/26	N	\$25.76	3/19/2026	3/4/2026
3406 SAN GABRIEL VALLEY WATER CO	173143-03/26	1137666 AC#10023459-173143 2/02-03/03/26	N	\$25.76	3/19/2026	3/4/2026
3406 SAN GABRIEL VALLEY WATER CO	173227-03/26	1137666 AC#10023459-173227 2/02-03/03/26	N	\$146.76	3/19/2026	3/4/2026
3406 SAN GABRIEL VALLEY WATER CO	173397-03/26	1137666 AC#10023461-173397 2/02-03/03/26	N	\$71.15	3/19/2026	3/4/2026
3406 SAN GABRIEL VALLEY WATER CO	173679-03/26	1137666 AC#10023459-173679 2/02-03/03/26	N	\$71.15	3/19/2026	3/4/2026
3406 SAN GABRIEL VALLEY WATER CO	174083-03/26	1137666 AC#10023459-174083 2/02-03/03/26	N	\$237.48	3/19/2026	3/4/2026
3493 SMITTY'S SIGNWORKS	28712	1137671 MAGENTIC SIGNS - PW	N	\$397.80	3/19/2026	2/11/2026
3503 SO CAL SANITATION LLC	779772	1137786 1.1.26-1.28.26 WC ACCESS RENTAL /COLD WATER HW	N	\$256.10	3/26/2026	1/2/2026
3503 SO CAL SANITATION LLC	782882	1137786 1.14.26-1.20.26 WC ACCESS RENTAL /COLD WATER HW	N	\$509.13	3/26/2026	1/22/2026
3503 SO CAL SANITATION LLC	787909	1137786 2.26.26-3.25.26 WC ACCESS RENTAL /COLD WATER HW	N	\$256.10	3/26/2026	2/26/2026
3520 SOUTHERN CALIFORNIA EDISON	0045461-03/26	1137672 AC#700070045461 2/06-03/09/26	N	\$2,560.22	3/19/2026	3/10/2026
3520 SOUTHERN CALIFORNIA EDISON	0140594-03/26	1137672 AC#700550140594 2/06-03/09/26	N	\$1,715.17	3/19/2026	3/10/2026
3520 SOUTHERN CALIFORNIA EDISON	0488514-03/26	1137672 AC#700370488514 2/04-03/05/26	N	\$107.54	3/19/2026	3/6/2026
3520 SOUTHERN CALIFORNIA EDISON	1030817-03/26	1137672 AC#700631030817 2/10-03/11/26	N	\$2,909.63	3/19/2026	3/12/2026
3520 SOUTHERN CALIFORNIA EDISON	1417110-03/26	1137672 AC#700201417110 2/09-03/10/26	N	\$14.90	3/19/2026	3/11/2026
3520 SOUTHERN CALIFORNIA EDISON	1952420-03/26	1137787 AC#700351952420 2/13-03/16/26	N	\$66.96	3/26/2026	3/17/2026
3520 SOUTHERN CALIFORNIA EDISON	2000274-03/26	1137672 AC#700542000274 2/09-03/10/26	N	\$89.14	3/19/2026	3/11/2026
3520 SOUTHERN CALIFORNIA EDISON	2817595-03/26	1137672 AC#700132817595 2/06-03/09/26	N	\$16.10	3/19/2026	3/10/2026
3520 SOUTHERN CALIFORNIA EDISON	3512127-03/26	1137672 AC#700453512127 2/06-03/09/26	N	\$91.09	3/19/2026	3/10/2026
3520 SOUTHERN CALIFORNIA EDISON	3548876-03/26	1137672 AC#700353548876 2/05-03/08/26	N	\$98.39	3/19/2026	3/9/2026
3520 SOUTHERN CALIFORNIA EDISON	3923534-03/26	1137787 AC#700223923534 1/29-03/01/26	N	\$31.87	3/26/2026	3/13/2026
3520 SOUTHERN CALIFORNIA EDISON	3970936-03/26	1137672 AC#700343970936 2/05-03/08/26	N	\$1,238.81	3/19/2026	3/9/2026
3520 SOUTHERN CALIFORNIA EDISON	4051216-03/26	1137672 AC#700134051216 2/09-03/10/26	N	\$14.04	3/19/2026	3/11/2026
3520 SOUTHERN CALIFORNIA EDISON	5056528-03/26	1137672 AC#700345056528 2/04-03/05/26	N	\$2,325.46	3/19/2026	3/6/2026
3520 SOUTHERN CALIFORNIA EDISON	5094527-03/26	1137672 AC#700335094527 2/10-03/11/26	N	\$15.16	3/19/2026	3/12/2026
3520 SOUTHERN CALIFORNIA EDISON	5126751-03/26	1137672 AC#700345126751 2/05-03/08/26	N	\$220.72	3/19/2026	3/9/2026
3520 SOUTHERN CALIFORNIA EDISON	5192227-03/26	1137672 AC#700345192227 2/04-03/05/26	N	\$88.13	3/19/2026	3/6/2026
3520 SOUTHERN CALIFORNIA EDISON	5217889-03/26	1137672 AC#700345217889 2/04-03/05/26	N	\$177.53	3/19/2026	3/6/2026
3520 SOUTHERN CALIFORNIA EDISON	5272554-03/26	1137672 AC#700345272554 2/06-03/09/26	N	\$14.98	3/19/2026	3/10/2026
3520 SOUTHERN CALIFORNIA EDISON	5285486-03/26	1137672 AC#700345285486 2/06-03/09/26	N	\$53.75	3/19/2026	3/10/2026
3520 SOUTHERN CALIFORNIA EDISON	5494947-03/26	1137787 AC#700345494947 2/17-3/17/26	N	\$92.34	3/26/2026	3/18/2026
3520 SOUTHERN CALIFORNIA EDISON	5497364-03/26	1137672 AC#700355497364 2/05-03/08/26	N	\$83.29	3/19/2026	3/9/2026
3520 SOUTHERN CALIFORNIA EDISON	5764506-03/26	1137787 AC#700375764506 2/11-03/12/26	N	\$75.31	3/26/2026	3/13/2026
3520 SOUTHERN CALIFORNIA EDISON	5904393-03/26	1137672 AC#700585904393 2/10-03/11/26	N	\$53.32	3/19/2026	3/12/2026
3520 SOUTHERN CALIFORNIA EDISON	6207922-03/26	1137672 AC#700036207922 2/06-03/06/26	N	\$14.98	3/19/2026	3/10/2026

3520 SOUTHERN CALIFORNIA EDISON	6264203-03/26	1137787 AC#700036264203 2/11-03/12/26	N	\$14.51	3/26/2026	3/13/2026
3520 SOUTHERN CALIFORNIA EDISON	6329473-03/26	1137787 AC#700036329473 2/11-03/12/26	N	\$14.04	3/26/2026	3/13/2026
3520 SOUTHERN CALIFORNIA EDISON	6395555-03/26	1137787 AC#700036395555 2/11-03/12/26	N	\$14.04	3/26/2026	3/13/2026
3520 SOUTHERN CALIFORNIA EDISON	6467697-03/26	1137787 AC#700036467697 2/11-03/12/26	N	\$14.04	3/26/2026	3/13/2026
3520 SOUTHERN CALIFORNIA EDISON	6630850-03/26	1137672 AC#700356630850 2/05-03/08/26	N	\$101.14	3/19/2026	3/9/2026
3520 SOUTHERN CALIFORNIA EDISON	6724625-03/26	1137672 AC#700346724625 2/04-03/05/26	N	\$99.49	3/19/2026	3/6/2026
3520 SOUTHERN CALIFORNIA EDISON	6734426-03/26	1137672 AC#700346734426 2/06-03/09/26	N	\$103.17	3/19/2026	3/10/2026
3520 SOUTHERN CALIFORNIA EDISON	6743722-03/26	1137672 AC#700346743722 2/06-03/09/26	N	\$101.91	3/19/2026	3/10/2026
3520 SOUTHERN CALIFORNIA EDISON	6765950-03/26	1137672 AC#700346765950 2/06-03/09/26	N	\$92.60	3/19/2026	3/10/2026
3520 SOUTHERN CALIFORNIA EDISON	6816357-03/26	1137672 AC#700086816357 2/10-03/11/26	N	\$114.95	3/19/2026	3/12/2026
3520 SOUTHERN CALIFORNIA EDISON	6929436-03/26	1137672 AC#700346929436 2/09-03/10/26	N	\$125.40	3/19/2026	3/11/2026
3520 SOUTHERN CALIFORNIA EDISON	6941560-03/26	1137672 AC#700346941560 2/09-03/10/26	N	\$181.06	3/19/2026	3/11/2026
3520 SOUTHERN CALIFORNIA EDISON	6956516-03/26	1137672 AC#700346956516 2/09-03/10/26	N	\$82.11	3/19/2026	3/11/2026
3520 SOUTHERN CALIFORNIA EDISON	6971266-03/26	1137672 AC#700346971266 2/09-03/10/26	N	\$103.00	3/19/2026	3/11/2026
3520 SOUTHERN CALIFORNIA EDISON	6984101-03/26	1137672 AC#700346984101 2/09-03/10/26	N	\$33.51	3/19/2026	3/11/2026
3520 SOUTHERN CALIFORNIA EDISON	7022695-03/26	1137672 AC#700347022695 2/06-03/09/26	N	\$3,193.08	3/19/2026	3/10/2026
3520 SOUTHERN CALIFORNIA EDISON	7034419-03/26	1137672 AC#700347034419 2/10-03/11/26	N	\$89.40	3/19/2026	3/12/2026
3520 SOUTHERN CALIFORNIA EDISON	7067380-03/26	1137672 AC#700037067380 2/04-03/05/26	N	\$18.36	3/19/2026	3/6/2026
3520 SOUTHERN CALIFORNIA EDISON	7135280-03/26	1137672 AC#700037135280 2/04-03/05/26	N	\$15.16	3/19/2026	3/6/2026
3520 SOUTHERN CALIFORNIA EDISON	7529674-03/26	1137672 AC#700137529674 2/09-03/10/26	N	\$15.16	3/19/2026	3/11/2026
3520 SOUTHERN CALIFORNIA EDISON	7601695-03/26	1137672 AC#700027601695 2/09-03/10/26	N	\$59.37	3/19/2026	3/11/2026
3520 SOUTHERN CALIFORNIA EDISON	7966622-03/26	1137672 AC#700357966622 2/06-03/09/26	N	\$108.47	3/19/2026	3/10/2026
3520 SOUTHERN CALIFORNIA EDISON	8047966-03/26	1137672 AC#700348047966 2/10-03/11/26	N	\$73.05	3/19/2026	3/12/2026
3520 SOUTHERN CALIFORNIA EDISON	8060292-03/26	1137672 AC#700348060292 2/10-03/11/26	N	\$32.76	3/19/2026	3/12/2026
3520 SOUTHERN CALIFORNIA EDISON	8073935-03/26	1137672 AC#700348073935 2/10-03/11/26	N	\$119.11	3/19/2026	3/12/2026
3520 SOUTHERN CALIFORNIA EDISON	8147592-03/26	1137672 AC#700348147592 2/10-03/11/26	N	\$168.32	3/19/2026	3/12/2026
3520 SOUTHERN CALIFORNIA EDISON	8336924-03/26	1137672 AC#700518336924 2/05-03/08/26	N	\$115.48	3/19/2026	3/9/2026
3520 SOUTHERN CALIFORNIA EDISON	8474335-03/26	1137672 AC#700248474335 2/06-03/09/26	N	\$1,012.10	3/19/2026	3/10/2026
3520 SOUTHERN CALIFORNIA EDISON	9198247-03/26	1137672 AC#700319198247 2/09-03/10/26	N	\$32.33	3/19/2026	3/11/2026
3520 SOUTHERN CALIFORNIA EDISON	9544324-03/26	1137672 AC#700169544324 2/10-03/11/26	N	\$134.74	3/19/2026	3/12/2026
3520 SOUTHERN CALIFORNIA EDISON	9903978-03/26	1137672 AC#700379903978 2/09-03/10/26	N	\$24.40	3/19/2026	3/11/2026
3525 SOUTHERN CALIFORNIA GAS CO	138117-03/26	1137788 AC#138 117 3615 9 (2/09-3/11/26)	N	\$17.17	3/26/2026	3/13/2026
3525 SOUTHERN CALIFORNIA GAS CO	169419-03/26	1137788 AC#169 419 0200 5 (2/13-3/17/26)	N	\$15.88	3/26/2026	3/19/2026
3525 SOUTHERN CALIFORNIA GAS CO	171519-03/26	1137788 AC#171 519 0200 8 (2/13-3/17/26)	N	\$15.88	3/26/2026	3/19/2026
3525 SOUTHERN CALIFORNIA GAS CO	192117-03/26	1137788 AC#192 117 9900 2 (2/12-3/16/26)	N	\$47.53	3/26/2026	3/18/2026
3525 SOUTHERN CALIFORNIA GAS CO	196719-03/26	1137788 AC#196 719 3600 3 (2/06-3/10/26)	N	\$52.84	3/26/2026	3/12/2026
3525 SOUTHERN CALIFORNIA GAS CO	198819-03/26	1137788 AC#198 819 3600 9 (2/06-3/10/26)	N	\$32.05	3/26/2026	3/12/2026
3527 SOUTHERN CALIFORNIA GAS CO	02.01.26-03.01.26	1137789 AC# 096 176 5242 6 (2.01.26-3.01.26) CYPRESS CNG	N	\$10,610.87	3/26/2026	3/10/2026
3527 SOUTHERN CALIFORNIA GAS CO	02.01.26-3.01.26	1137789 AC# 083 469 7599 1 (2.01.26-3.01.26) ARDEN RNG	N	\$1,173.46	3/26/2026	3/6/2026
3540 SOUTHWEST SCHOOL & OFFICE	6057874317	1137791 SCHOOL SUPPLIES FOR MVSD SPARK PROGRAM	N	\$66.26	3/26/2026	3/6/2026
3540 SOUTHWEST SCHOOL & OFFICE	6057874318	1137791 SCHOOL SUPPLIES FOR MVSD SPARK PROGRAM	N	\$20.04	3/26/2026	3/6/2026
3540 SOUTHWEST SCHOOL & OFFICE	6057874319	1137791 SCHOOL SUPPLIES FOR MVSD SPARK PROGRAM	N	\$1,507.00	3/26/2026	3/6/2026
3540 SOUTHWEST SCHOOL & OFFICE	6057874320	1137791 SCHOOL SUPPLIES FOR MVSD SPARK PROGRAM	N	\$564.79	3/26/2026	3/6/2026
3540 SOUTHWEST SCHOOL & OFFICE	6057874321	1137791 SCHOOL SUPPLIES FOR MVSD SPARK PROGRAM	N	\$763.02	3/26/2026	3/6/2026
3540 SOUTHWEST SCHOOL & OFFICE	6057970101	1137791 SCHOOL SUPPLIES FOR MVSD SPARK PROGRAM	N	\$209.98	3/26/2026	3/7/2026
3540 SOUTHWEST SCHOOL & OFFICE	6057970102	1137791 SCHOOL SUPPLIES FOR MVSD SPARK PROGRAM	N	\$307.46	3/26/2026	3/7/2026
3540 SOUTHWEST SCHOOL & OFFICE	6058122175	1137791 SCHOOL SUPPLIES FOR MVSD SPARK PROGRAM	N	\$1,491.40	3/26/2026	3/10/2026
3540 SOUTHWEST SCHOOL & OFFICE	6058191550	1137791 SCHOOL SUPPLIES FOR MVSD SPARK PROGRAM	N	\$1,485.02	3/26/2026	3/11/2026
3609 SUNBELT RENTALS INC	180541615-0001	1137793 CONCRETE - PW	N	\$241.45	3/26/2026	2/25/2026
3609 SUNBELT RENTALS INC	180925669-0001	1137793 CONCRETE - PW	N	\$241.45	3/26/2026	3/6/2026
3723 TYLER TECHNOLOGIES	045-554579	1137683 C-002793, EERP MIGRATION CONTRACT SERVICES - HR	N	\$4,000.00	3/19/2026	2/25/2026
3723 TYLER TECHNOLOGIES	045-555246	1137683 C-002793, EERP MIGRATION CONTRACT SERVICES	N	\$6,800.00	3/19/2026	2/28/2026

3723 TYLER TECHNOLOGIES	045-556448	1137799 C-002793, EERP MIGRATION CONTRACT SERVICES	N	\$5,600.00	3/26/2026	3/19/2026
3810 VFLY CORPORATION	1889	1137684 SERVICES - HATS & FANNY PACKS - P/R	N	\$306.00	3/19/2026	3/13/2026
3892 WHITE BEAR	03.03.26	1137801 REIMB: MILEAGE & PARKING FOR 2026 CALNENA CONF	N	\$115.31	3/26/2026	3/3/2026
3897 WILLDAN ENGINEERING	631407	1137802 C-002663, 11829 ROSEGLEEN ST LLA THRU 11/28/25	N	\$648.00	3/26/2026	12/9/2025
3897 WILLDAN ENGINEERING	631564	1137802 C-002663, 11829 ROSEGLEEN ST LLA THRU 1/2/26	N	\$432.00	3/26/2026	1/19/2026
3897 WILLDAN ENGINEERING	631588	1137802 C-002633, 3600 PECK RD IN N OUT THRU 1.2.26	N	\$4,884.00	3/26/2026	1/20/2026
4008 DUNN-EDWARDS CORP	2137A48238	1137741 PAINT, BRUSH, FRAME, ROLLERS, TRIP CUP, BUCKET, TR	N	\$830.16	3/26/2026	3/18/2026
4008 DUNN-EDWARDS CORP	2137A48271	1137741 PAINT, PAINTCARE FEE - PW	N	\$333.60	3/26/2026	3/19/2026
4008 DUNN-EDWARDS CORP	2137A48281	1137741 PAINT, ROLLER, POLES, C-E ROLLERS, BRUSH - PW	N	\$450.06	3/26/2026	3/19/2026
4008 DUNN-EDWARDS CORP	2137A48320	1137741 PAINT, SAFETY SPRAY SOCK FOR PW	N	\$434.14	3/26/2026	3/19/2026
4612 PERS LONG TERM CARE PROGRAM	P/E: 03/15/26	1137774 LONG TERM CARE-MID MANAGEMENT: PAYMENT	N	\$208.67	3/26/2026	3/19/2026
4616 FRANCHISE TAX BOARD	P/E:03/15/26	1137744 STATE OF CAL FRAN TAX BOARD: PAYMENT	N	\$2,812.72	3/26/2026	3/19/2026
4622 CITY OF EL MONTE	P/E:03/15/26	1137736 GARNISHMENT FEE/LOAN: PAYMENT	N	\$285.00	3/26/2026	3/19/2026
4950 TRANSTECH ENGINEERS INC	20255243	1137798 C-002631,ELM PW ENCROACHMENT PERMIT REVIEW 8.31.25	N	\$2,173.50	3/26/2026	9/22/2025
4950 TRANSTECH ENGINEERS INC	20256860	1137681 CONTRACT NO. 24PW06079 ELM M MOTEL THRU 11.30.25	N	\$11,616.00	3/19/2026	12/16/2025
4950 TRANSTECH ENGINEERS INC	20261664	1137681 C-002631, ELM PW ENCROACHMENT PERMIT REV	N	\$3,812.50	3/19/2026	2/17/2026
4950 TRANSTECH ENGINEERS INC	20261665	1137681 C-002631, ELM PW CONST INSPECTION SVCS	N	\$12,025.00	3/19/2026	2/17/2026
5590 GALLS, LLC	34368068	1137636 SHELL SYSTEM JACKET FOR PD	N	\$227.51	3/19/2026	3/11/2026
5590 GALLS, LLC	34368814	1137636 ALUM. RECHARGEABLE DUTY LIGHT BATTERY FOR PD	N	\$835.34	3/19/2026	3/11/2026
5590 GALLS, LLC	34395778	1137636 SABRE RED CROSSFIRE SPRAY MK3 - PD	N	\$209.84	3/19/2026	3/13/2026
5590 GALLS, LLC	34415315	1137746 ALUM. RECHARGEABLE DUTY LIGHT NIMH BATTERY - PD	N	\$208.83	3/26/2026	3/15/2026
6200 LOS ANGELES TIMES	03.04.26	1137766 ACCT#10006963260 SUBSCRIPTION THROUGH 04/30/26 -CM	N	\$240.00	3/26/2026	3/4/2026
6479 HOME DEPOT	14243	1137756 1.5 IN X 3.5 IN - 16 FT PREM FIR FOR PW	N	\$22.61	3/26/2026	2/25/2026
6479 HOME DEPOT	14263	1137756 ENERGIZER BATTERIES, WASHERS, WALL PATCHES FOR PW	N	\$129.76	3/26/2026	2/25/2026
6479 HOME DEPOT	234597	1137756 CITRUS MANDARIN #3 FOR PW	N	\$75.96	3/26/2026	2/25/2026
6479 HOME DEPOT	271270	1137756 KALAN 1 QT, BAMBOO PHYLLOSTRACHYS, MANDARIN, LAVEN	N	\$1,453.48	3/26/2026	2/25/2026
6479 HOME DEPOT	280439	1137756 EZSPATH 6IN FOR MAIN ST - PW	N	\$93.81	3/26/2026	2/25/2026
6479 HOME DEPOT	286997	1137756 WOOD POLE W/ SCREW TIP, NUPLA FIRE TOOL, FLEX SEA	N	\$111.96	3/26/2026	2/5/2026
6479 HOME DEPOT	288235	1137756 BAMBOO PHYLLOSTRACHYS #5 FOR PW	N	\$119.25	3/26/2026	2/25/2026
6479 HOME DEPOT	309028	1137756 BAMBOO PHYLLOSTRACHYS #5 - PW	N	\$59.63	3/26/2026	2/25/2026
6479 HOME DEPOT	362210	1137756 HILTI DROP IN ANCHOR, EYE BOLT/NUT - PW	N	\$28.16	3/26/2026	2/25/2026
6479 HOME DEPOT	1543807	1137756 BEHR PAINT, HOMER BUCKET - PW	N	\$70.57	3/26/2026	2/24/2026
6479 HOME DEPOT	3287792	1137756 FEIT BR30 FLD DIM LED, MICROFIBER ROLLS, KLEAN STR	N	\$243.82	3/26/2026	2/12/2026
6479 HOME DEPOT	4287691	1137756 MOP PAD, POWER MOP, LEMON CLEANER - PW	N	\$107.54	3/26/2026	2/11/2026
6479 HOME DEPOT	5281333	1137756 HUSKY INDUST 3 TIER BLK FOR PW	N	\$242.00	3/26/2026	3/2/2026
6479 HOME DEPOT	6270954	1137756 COWHIDE GLOVE, FACE SHEILD, EAR MUFF,S, NITRILE CO	N	\$535.15	3/26/2026	2/9/2026
6479 HOME DEPOT	7014035	1137756 DAISYFIELD 6 SPRAY, PREM FIR, DRYWALL SCREWS, PLYW	N	\$215.70	3/26/2026	2/18/2026
6479 HOME DEPOT	7510037	1137756 BUILDERS PAPER, SCOTCHBLUE TAPE, 18 LB BAG, PLASTI	N	\$253.38	3/26/2026	2/18/2026
6479 HOME DEPOT	7532029	1137756 SWIMMING POOL MURIATIC ACID GAL - PW	N	\$88.29	3/26/2026	2/18/2026
6479 HOME DEPOT	8286060	1137756 MKE M18 FUEL QUIK-LOK 10" P SAW ATTS - PW	N	\$482.89	3/26/2026	1/28/2026
6479 HOME DEPOT	8515848	1137756 EYE BOLT/NUT, WELDWOOD CEMENT, WASHER, NUT - PW	N	\$32.33	3/26/2026	2/17/2026
6479 HOME DEPOT	9213046	1137756 GLOVES, LOCTITE THREAD LOCKERS, GLOVES, DOOR STOP,	N	\$266.78	3/26/2026	2/26/2026
6479 HOME DEPOT	9271286	1137756 9CM KALAN, CP LAVENDER SPANISH - PW	N	\$370.26	3/26/2026	2/26/2026
6479 HOME DEPOT	9280486	1137756 SP LAVENDER SPANISH 1QT, KALAN 1QT - PW	N	\$345.31	3/26/2026	2/26/2026
6479 HOME DEPOT	9290169	1137756 BAMBOO PHYLLOSTRACHYS, LEMON#3 - PW	N	\$67.79	3/26/2026	2/26/2026
6479 HOME DEPOT	9340226	1137756 2X12-8 GDF, CA LBR FEE - PW	N	\$23.43	3/26/2026	2/26/2026
6479 HOME DEPOT	9550812	1137756 BEHR PAINT, CARR BOLT ZINC FOR PW	N	\$94.64	3/26/2026	2/26/2026
6954 SAENZ	3.2-3.06.26	1137780 REIMB: PER DIEM & PARKING FOR POST MNGMT SCHOOL	N	\$273.88	3/26/2026	3/12/2026
7343 LIGHT BULB CITY / LBC LIGHTING	392091	1137763 WPMLD26S FOR PW	N	\$149.51	3/26/2026	3/11/2026
7343 LIGHT BULB CITY / LBC LIGHTING	392108	1137763 1500 WATT METAL HALIDE FOR PW	N	\$866.73	3/26/2026	3/12/2026
7343 LIGHT BULB CITY / LBC LIGHTING	392192	1137763 WALL MOUNT DIMMABLE FIXTURE, LUTRON VIVE, SENSOR,	N	\$574.99	3/26/2026	3/18/2026
7418 HAJOCA CORPORATION	S178637292.001	1137750 EVERPURE CARTRIDGE, ICE MAKER, CONNECT FTGS, SHUT	N	\$1,151.90	3/26/2026	3/1/2026

7418 HAJOCA CORPORATION	S179041833.001	1137638 INSINKERATOR CONTRACTOR HP CONT DISP - PW	N	\$369.45	3/19/2026	3/2/2026
7418 HAJOCA CORPORATION	S179241911.001	1137750 COM LAV SINK, FAUCET, LAV SUPPLY, SINK P TRAP BR/N	N	\$455.68	3/26/2026	3/17/2026
7418 HAJOCA CORPORATION	S179248739.001	1137750 ELONG TOILET BOWL, TAILPIECE BR/NUT CP, REPAIR KIT	N	\$154.43	3/26/2026	3/17/2026
7418 HAJOCA CORPORATION	S179252988.001	1137750 TOILET SEAT, BR/NUT CP, CHROME ADJ TAILPIECE ASSY	N	\$167.90	3/26/2026	3/17/2026
7554 HDL SOFTWARE, LLC	SIN054951	1137753 PAYMENT SERVICES - PERIOD ENDING 07/31/2025 -TREAS	N	\$1,350.60	3/26/2026	9/1/2025
8128 RICOH USA INC	1106063381	1137777 C-002884, FY 2026 CITY WIDE COPIER LEASE - PW	N	\$45.00	3/26/2026	3/17/2026
8128 RICOH USA INC	41515122	1137662 C-002884, FY 26 CITY WIDE COPIER LEASE APR 26 PIO	N	\$636.19	3/19/2026	3/15/2026
8128 RICOH USA INC	9033557223	1137662 CONTRACT #300-3218489-100 (MAR 2026) PP- CITY CLK	N	\$1,099.48	3/19/2026	3/5/2026
8128 RICOH USA INC	9033558115	1137777 C-002884, FY 2026 CITY WIDE COPIER LEASE MAR 26	N	\$3,561.14	3/26/2026	3/2/2026
8162 LA COUNTY SHERIFF'S DEPT.	P/E:03/15/26	1137762 LOS ANGELES COUNTY SHERIFF DEP: PAYMENT	N	\$265.62	3/26/2026	3/19/2026
8205 FONSECA	04.07-10.2026	1137632 REIMB AXON WEEK 2026 LODGING/AIRFARE NASHVILLE, TN	N	\$2,431.70	3/19/2026	3/10/2026
8350 BEACON MEDIA INC.	A85256	1137618 NOTICE RUN DATE 02/05/26 RE: ORDINANCE NO. 3058	N	\$798.50	3/19/2026	2/4/2026
8350 BEACON MEDIA INC.	A85292	1137618 NOTICE RUN DATE 02/26/26 REF: 12019 CONF STREET NE	N	\$434.00	3/19/2026	2/26/2026
8350 BEACON MEDIA INC.	A85313	1137618 NOTICE RUN DATE 03/05/26 REF: NOTICE OF UNCLAIMED	N	\$14.50	3/19/2026	3/5/2026
8931 QUALITY AUTO SUPPLY	280071-1	1137659 P-002892, TOOLS, EQUIPMENT, AND SUPPLIES FOR PWG2	N	\$198.24	3/19/2026	2/10/2026
8931 QUALITY AUTO SUPPLY	280170-1	1137659 P-002892, TOOLS, EQUIPMENT, AND SUPPLIES FOR PW7	N	\$281.31	3/19/2026	2/18/2026
8931 QUALITY AUTO SUPPLY	280171-1	1137659 P-002892, TOOLS, EQUIPMENT, AND SUPPLIES FOR PW19	N	\$320.07	3/19/2026	2/18/2026
8931 QUALITY AUTO SUPPLY	280173-1	1137659 P-002892, TOOLS, EQUIPMENT, AND SUPPLIES FOR PW6	N	\$93.03	3/19/2026	2/18/2026
8931 QUALITY AUTO SUPPLY	280588-1	1137776 P-002892, TOOLS, EQUIPMENT, AND SUPPLIES FOR PW36	N	\$200.46	3/26/2026	3/17/2026
8999 SSD SYSTEMS	J-701009477	1137792 C-002730, 23ED06062 VIDEO SYSTEM INSTALLATION	N	\$46,785.23	3/26/2026	12/12/2025
8999 SSD SYSTEMS	J-701009574	1137792 C-002730, 23ED06062 SPECIAL ORDER LOCKS M MOTEL	N	\$111,158.17	3/26/2026	1/29/2026
8999 SSD SYSTEMS	R-00643166	1137674 C-002727, 23PR06063 BURGLAR ALARM SVCS	N	\$406.29	3/19/2026	3/16/2026
8999 SSD SYSTEMS	S-01164560	1137792 C-002730, 23ED06062 SMOKE DETECTOR ZONE 3	N	\$544.04	3/26/2026	2/16/2026
8999 SSD SYSTEMS	S-01164579	1137792 C-002730, 23ED06062 DOOR HARDWARE NOT LOCKING	N	\$189.00	3/26/2026	2/16/2026
9041 CWEA (CALIF WATER ENVIRONMENT	ID#434050 - D NGUYEN	1137740 RENEW CWEA ASSOC MEMBERSHIP FOR DON D NGUYEN - PW	N	\$251.00	3/26/2026	3/10/2026
9107 CASC ENGINEERING & CONSULTING,	54778	1137734 FEB 2026 - CONSTRUCTION SITE INSPECTIONS - ENG DIV	N	\$560.00	3/26/2026	2/28/2026
9107 CASC ENGINEERING & CONSULTING,	54779	1137734 FEB 2026 - CONSTRUCTION SITE INSPECTIONS - ENG DIV	N	\$560.00	3/26/2026	2/28/2026
9107 CASC ENGINEERING & CONSULTING,	54783	1137734 FEB 2026 - ON CALL ENV REVIEW - ENG DIV.	N	\$1,240.00	3/26/2026	2/28/2026
9107 CASC ENGINEERING & CONSULTING,	54780	1137734 FEB 2026 - NPDES MGMT SUPPORT - ENG DIV.	N	\$23,010.00	3/26/2026	2/28/2026
9224 JCL TRAFFIC SERVICES	133007	1137642 STREET SIGNS & SUPPLIES FOR PW	N	\$940.91	3/19/2026	2/17/2026
9618 DEPARTMENT OF PUBLIC HEALTH	IN1562087	1137626 ZAMORA PARK SPLASH PAD PERMIT FOR PARKS/REC DIV.	N	\$137.00	3/19/2026	2/6/2026
10059 SC FUELS	1199894	1137667 PARKS AND REC FUEL (3/1/26-3/15/26)	N	\$26.67	3/19/2026	3/15/2026
10059 SC FUELS	1199900	1137784 TRANSPORTATION DEPT FUEL (3/1/26-3/15/26)	N	\$499.76	3/26/2026	3/15/2026
10059 SC FUELS	1199917	1137784 PUB WKS FUEL (3/1/26-3/15/26)	N	\$8,707.12	3/26/2026	3/15/2026
10059 SC FUELS	1199918	1137667 NEIGHBORHOOD SVCS FUEL (3/1/26 - 3/15/26)-CED	N	\$255.79	3/19/2026	3/15/2026
10514 ARBOR NURSERY PLUS	7400	1137726 PLANTS FOR VALLE/ROWLAND MEDIANS - PW	N	\$4,342.10	3/26/2026	3/1/2026
10521 CARE FOR THE CHILDREN	1	1137733 CURB ADDRESS NUMBERS PAINTED FIRST PROG PYMT - ENG	N	\$58,982.00	3/26/2026	2/16/2026
11012 ROSEBURROUGH TOOL COMPANY	835759	1137663 CONCRETE / TOOLS FOR PW	N	\$1,993.04	3/19/2026	3/2/2026
11016 CALIF TRANSIT SYSTEMS JOINT	99-2026-February	1137620 FEB 2026 - CALTIP DEDUCTIBLE - HR/RM	N	\$538.28	3/19/2026	3/6/2026
11474 MPD LLC	03.09.26	1137652 RENTAL ASSIST. CONNIE BALTIERRA - 11023 EMERY ST#B	N	\$483.78	3/19/2026	3/9/2026
11570 VERIZON WIRELESS	6138052786	1137800 ACCT#842168232-00001 2.09-3.08.26 - PW/TRANSP	N	\$2,910.70	3/26/2026	3/8/2026
11740 SMART & FINAL	75277	1137785 SUPPLIES FOR CMO OFFICE	N	\$198.97	3/26/2026	3/17/2026
12179 JOSE MANUEL ARELLANO	INV-000082229	1137758 BOND RELEASE REFUND - CED	N	\$2,483.18	3/26/2026	3/3/2026
12263 KAISER FOUNDATION HEALTH PLAN	46113	1137759 BILLING UNIT #348905 APR 2026 HEALTH INS FOR ACA	N	\$1,635.94	3/26/2026	3/10/2026
12377 NEMETH FAMILY INTERIORS	NEM-200205	1137654 CARPET, FLOORING, & ROLL SHADES - MTN VIEW PARK	N	\$19,926.00	3/19/2026	2/3/2026
12577 MAGIC JUMP RENTALS, INC.	442859	1137647 ALL STAR INFLATABLE SPORTS 4IN1 GAMES FOR P/R	N	\$2,838.00	3/19/2026	3/9/2026
12904 RAMIREZ	03.10.26	1137660 REIMBURSE PETTY CASH	N	\$6.08	3/19/2026	3/10/2026
12910 S & J SUPPLY COMPANY, INC.	S100265570.002	1137779 WATER MATERIALS & SUPPLIES ON AN AS-NEEDED BASIS	N	\$501.68	3/26/2026	3/2/2026
12910 S & J SUPPLY COMPANY, INC.	S100267143.001	1137779 WATER MATERIALS & SUPPLIES ON AN AS-NEEDED BASIS	N	\$689.13	3/26/2026	3/11/2026
12910 S & J SUPPLY COMPANY, INC.	S100267466.001	1137779 WATER MATERIALS & SUPPLIES ON AN AS-NEEDED BASIS	N	\$166.13	3/26/2026	3/13/2026
12956 METROPOLITAN LIFE INSURANCE	46082	1137649 MAR 2026 GRP# 11353453, INV#87274287 WHOLE LIFE IN	N	\$28,274.36	3/19/2026	2/13/2026
13066 NORTHGATE MARKETS LLC	020-105-1115	1137655 P-002855, YOUTH BREAK BOXES AND SENIOR FRESH PRODU	N	\$1,274.22	3/19/2026	3/10/2026

13102 TORRES CONSULTING	333	1137795 JAN-FEB 2026 -COLLECTION OF SURVEYS - CMO	N	\$29,163.00	3/26/2026	2/26/2026
13192 CANNON CORPORATION	93738	1137622 PROF SVCS THRU 10.31.25 - EL MONTE M MOTEL (HILDA	N	\$429.25	3/19/2026	11/13/2025
13192 CANNON CORPORATION	95265	1137732 PROF SVCS THRU 02/28/26 - CM&I SVCS - PD MEMORIAL	N	\$10,409.00	3/26/2026	3/5/2026
13302 REGENCY MANAGEMENT INC	03.09.26	1137661 RENTAL ASSIST - MIRIAM HERNANDEZ 9805 1/4 RIO HOND	N	\$219.02	3/19/2026	3/9/2026
13451 THE BUS DOCTOR 1	8367	1137794 AUTO PARTS & MAINTENANCE SVCS ON AN AS-NEEDED BASI	N	\$300.00	3/26/2026	3/12/2026
13451 THE BUS DOCTOR 1	8368	1137794 AUTO PARTS & MAINTENANCE SVCS ON AN AS-NEEDED BASI	N	\$500.00	3/26/2026	3/12/2026
13565 GOLDEN DRAGON PROPERTIES LLC	03.09.26	1137637 RNTL ASSIST-MARIA ELENA CARDENAS TRILLO 4128 TYLER	N	\$1,507.72	3/19/2026	3/9/2026
13590 MOLLER PROPERTY MANAGEMENT	03.09.26	1137651 RNTL ASSIST FOR NORMA BACA BALMACEDA 4136 CEDAR #B	N	\$1,110.78	3/19/2026	3/9/2026
13640 MA	03.09.26	1137646 RNTL ASSIST - BONNIE RENDON 4349 LA MADERA AVE	N	\$788.42	3/19/2026	3/9/2026
13854 HOME DEPOT	2513098	1137757 STAPLERS, HAMMER TACKER, STAPLES FOR PW UTIL.	N	\$109.30	3/26/2026	3/5/2026
13854 HOME DEPOT	7552121	1137757 SS CLAMP, ELBOW FOR PW UTIL.	N	\$19.86	3/26/2026	3/10/2026
13854 HOME DEPOT	8044545	1137757 GRINDER, DUSTING MITT, MKE CUT LVL, KWIKBOLT, PIPE	N	\$317.62	3/26/2026	1/28/2026
13854 HOME DEPOT	9283528	1137757 STRAW HAT, LEATHER GLOVES, COWHIDE GLOVE - PW UTIL	N	\$49.53	3/26/2026	3/18/2026
13924 SOUTHERN TIRE MART LLC	7080034960	1137790 P-002895, TIRES ON AN AS NEEDED BASIS PW181	N	\$1,416.36	3/26/2026	2/3/2026
13924 SOUTHERN TIRE MART LLC	7080035210	1137790 P-002895, TIRES ON AN AS NEEDED BASIS PW6 ALIGNMEN	N	\$99.00	3/26/2026	2/9/2026
13924 SOUTHERN TIRE MART LLC	7080035246	1137790 P-002895, TIRES ON AN AS NEEDED BASIS PW97	N	\$441.14	3/26/2026	2/10/2026
13924 SOUTHERN TIRE MART LLC	7080035639	1137790 P-002895, TIRES ON AN AS NEEDED BASIS PW136	N	\$547.70	3/26/2026	2/23/2026
13924 SOUTHERN TIRE MART LLC	7080035641	1137790 P-002895, TIRES ON AN AS NEEDED BASIS PW137	N	\$570.92	3/26/2026	2/23/2026
13924 SOUTHERN TIRE MART LLC	7080035966	1137673 VEHICLE MAINTENANCE, REPAIRS ON AN AS-NEEDED BASIS	N	\$2,256.92	3/19/2026	3/3/2026
13966 LOS ANGELES COUNTY PUBLIC	DI260000013	1137765 PECK RD TRAFFIC SIGNAL SYNCHRONIZATION PROJ - ENG	N	\$300,500.00	3/26/2026	12/30/2025
13984 OCCUPATIONAL HEALTH CTRS OF CA	90022322	1137657 MEDICAL EXAM/TEST SERVICES FOR HR	N	\$488.00	3/19/2026	2/25/2026
14046 JDH INVESTMENTS, LLC.	BL#04918884*	1137643 BUSINESS LICENSE ADJUSTMENT REFUND - TREASURY DIV.	N	\$510.00	3/19/2026	3/11/2026
14065 MUNICIPAL WASTE SOLUTIONS INC	100	1137653 JUL 2025 - CONSULTANT SUPPORT FOR ENV SVCS DIV.	N	\$21,025.00	3/19/2026	11/12/2025
14065 MUNICIPAL WASTE SOLUTIONS INC	2085	1137653 JUL-SEPT 2025 - CONSULTANT SUPPORT FOR ENG SVCS DI	N	\$35,980.00	3/19/2026	12/10/2025
14065 MUNICIPAL WASTE SOLUTIONS INC	2086	1137653 JUL -SEPT 2025 -CONSULTANT GRANT SUPPORT FOR ENV S	N	\$3,550.00	3/19/2026	12/10/2025
14166 TRIO COMMUNITY MEALS, LLC.	INV2230077767	1137682 CONTRACT NO. 25PRO7062 MEALS FOR ELDERLY	N	\$9,620.65	3/19/2026	3/5/2026
14246 ABARCA	03.17.26	1137725 RIEMB. FOR DOOR HANGERS - PW UTIL.	N	\$33.21	3/26/2026	3/17/2026
14529 NENA'S GOURMET POPCORN	03.11.26	1137771 POPCORN FOR EASTER LUNCHEON - P/R	N	\$450.00	3/26/2026	3/11/2026
14981 FORTUNE AMERICA	03.09.26	1137633 RNTL ASSIST FOR LAURA OLMOS -10012 VALLEY BD #20	N	\$497.59	3/19/2026	3/9/2026
15025 BOUDREAU PIPELINE CORPORATION	23103A22	1137619 PROJ. - GARVEY AVE ST & DRAIN IMPROVEMENT- ENG DIV	N	\$189,571.63	3/19/2026	1/31/2026
15177 TOVEY/SHULTZ CONSTRUCTION INC.	25	1137679 PROJECT: HOMEKEY PHASE 2 RESTORATION OF HILDA SOLI	N	\$525,966.79	3/19/2026	2/12/2026
15177 TOVEY/SHULTZ CONSTRUCTION INC.	25 RET-ESCROW	1137680 ESCROW ACCT #5797763777 RELEASE RETENTION INV#25	N	\$27,682.47	3/19/2026	2/12/2026
15177 TOVEY/SHULTZ CONSTRUCTION INC.	26	1137796 PROJECT: HOMEKEY PHASE 2 RESTORATION OF HILDA SOLI	N	\$1,496,016.36	3/26/2026	2/28/2026
15177 TOVEY/SHULTZ CONSTRUCTION INC.	26 RET-ESCROW	1137797 ESCROW ACCT #5797763777 RELEASE RETENTION INV#26	N	\$78,737.70	3/26/2026	2/28/2026
15218 DF POLYGRAPH	2026/1	1137627 POLYGRAPH EXAMINATION - HR	N	\$200.00	3/19/2026	2/12/2026
15226 A.O. REED & CO., LLC.	417263	1137724 ICE MACHINE MAINTENACE FOR SENIOR CTR. - PW	N	\$400.00	3/26/2026	3/11/2026
15231 PENN MUTUAL LIFE INS. COMPANY	POLICY #2951954	1137658 ANNUAL PREMIUM DUE FOR ALMA K. MARTINEZ - HR	N	\$539.70	3/19/2026	3/2/2026
15253 OPAL FUELS STATION SERVICES	24005-4 -APPL NO. 4	1137772 CONST OF RENEWABLE NATRUAL GAS STN PROJ - TRANSP D	N	\$1,931,471.62	3/26/2026	12/12/2025
15259 FISHER	03.10.26	1137631 PETTY CASH REIMB. 07.08.25 - 02.19.26 - PD	N	\$1,053.08	3/19/2026	3/10/2026
15354 METASOURCE, LLC	INV108030	1137648 FEB 2026 - SCANNING, INDEXING, ONSITE PACKING, RE	N	\$5,793.99	3/19/2026	2/28/2026
15357 FANTASTIC PARTIES LLC.	32026-EM	1137629 BUNNY ZOO FOR P/R ON 03/20/26	N	\$433.75	3/19/2026	3/11/2026
15402 FUN EXPRESS, LLC	741683894-01	1137745 PARTY SUPPLIES FOR P/R EVENTS	N	\$2,027.86	3/26/2026	3/23/2026
15402 FUN EXPRESS, LLC	741683894-02	1137745 CARTWHELL CALYPSO, BOOKS ARE HANDY MULTI - P/R	N	\$1,558.01	3/26/2026	3/23/2026
15402 FUN EXPRESS, LLC	741683894-03	1137745 TRAVEL THE MAP STICKERS, MAGNETS - P/R	N	\$143.60	3/26/2026	3/23/2026
15408 FULL SPECTRUM EDUC. SVCS.	342654	1137635 WILD THINGS & ANIMALS OF PREY W/LIZARD LADY -P/R	N	\$775.00	3/19/2026	3/16/2026
15409 TOC PUBLIC RELATIONS LLC.	1176	1137677 Recruitment Video production - PD	N	\$7,000.00	3/19/2026	8/25/2025
15496 ARROYO	12.21-23.2025	1137727 REIMB. MILEAGE, HOTEL, PER DIEM ARIDE-SAN DIEGO CA	N	\$615.83	3/26/2026	3/12/2026
15513 CHARTER COMMUNICATIONS	1.88618E+14	1137623 ACCT#188618401 FOR 03.05.26-04.04.26 - P/R	N	\$557.19	3/19/2026	3/1/2026
15546 CHARTER COMMUNICATIONS	1.88615E+14	1137735 ACCT#188615401 03.05.26-04.04.26 PW UTIL DIV.	N	\$553.29	3/26/2026	3/1/2026
15655 MILLENNIUM PAINTS	4410	1137768 PAINT, ANIT SKID ADDITIVE, SPARY PAINT, PRIMER -PW	N	\$385.51	3/26/2026	3/19/2026
15682 AYALA CAR DETAIL, LLC.	103	1137617 PD FLEET CAR WASHES - PD	N	\$480.00	3/19/2026	1/16/2026
15682 AYALA CAR DETAIL, LLC.	104	1137617 PD FLEET CAR WASHES - PD	N	\$850.00	3/19/2026	1/16/2026

15755 4 SEASONS ROOFING, INC.	2538	1137722 ROOF REPAIRS ZAMORA PK - PW	N	\$4,980.00	3/26/2026	3/12/2026
15767 COTA	12.21-23.2025	1137737 REIMB. MILEAGE, HOTEL - ARIDE - SAN DIEGO	N	\$529.48	3/26/2026	3/12/2026
15789 GEMINI GROUP CONSULTING, LLC.	3076	1137747 MAILING FOR PW UTIL DEPT.	N	\$4,969.00	3/26/2026	3/11/2026
15807 PREMIUM PARTY DISTRIBUTION	49823	1137775 P-002866, EVENT SUPPLIES ON AN AS NEEDED BASIS	N	\$439.79	3/26/2026	2/9/2026
15807 PREMIUM PARTY DISTRIBUTION	51931	1137775 P-002866, EVENT SUPPLIES ON AN AS NEEDED BASIS	N	\$87.78	3/26/2026	3/17/2026
15884 M6 INVESTIGATIONS & CONSULTING	1015	1137645 POST BACKGROUND - JOSE ALONSO TORRES- PD	N	\$2,000.00	3/19/2026	3/12/2026
15886 STEALTH PARTNER GROUP, LLC.	46082	1137675 GRP POL#SM064DHA-2 - CONSOLID. INS PREM. BILLS	N	\$86,732.62	3/19/2026	3/10/2026
15905 MICHAEL PHUONG	03.09.26	1137650 RNTL ASSIST FOR SANDRA VELASQUEZ - 3704 MAXSON RD	N	\$2,509.15	3/19/2026	3/9/2026
101 HOTT HOMES, INC.	03.09.2026	1137700 RNTL ASSIST FOR IRENE NATIVIDAD AT 11167 BONWOOD#9	E	\$976.92	3/19/2026	3/9/2026
101 HOTT HOMES, INC.	03.09.26	1137700 RNTL ASSIST FOR ALFREDO COSTILLA - 11167 BONWOOD#4	E	\$287.40	3/19/2026	3/9/2026
103 ZHI GUO LI	03.09.26	1137721 RENTAL ASSIST - MELISSA RAMIREZ 11523 MEDINA CRT	E	\$2,177.40	3/19/2026	3/9/2026
138 ASPIRE SOLUTIONS, APC	03.09.26	1137687 RENTAL ASSIST FOR MARIA D. CAMACHO - 11142 LAMBERT	E	\$883.10	3/19/2026	3/9/2026
205 PATRICK ABALDE	9	1137710 PROF SVCS RENDERED 03/05/26-03/11/26- FINC. DIV.	E	\$3,400.00	3/19/2026	3/12/2026
205 PATRICK ABALDE	10	1137827 PROF SVCS RENDERED 03/12/26-03/18/26	E	\$3,400.00	3/26/2026	3/19/2026
236 GOLDEN OPPORTUNITY NO 28 LP	03.09.26	1137696 RNTL ASSIST - ROAS P CASTANEDA AT 2631 GAGE AVE EM	E	\$1,398.00	3/19/2026	3/9/2026
263 PENN MAR PARTNERS , LLC	03.09.26	1137711 RNTL ASSIST FOR TERESITA PRADO 4018 PENN MAR #A	E	\$1,242.61	3/19/2026	3/9/2026
1228 A & R SAFE & LOCK CORP.	69520	1137806 RELOCATE MOSLER SAFE TO GARAGE - PW	E	\$750.00	3/26/2026	3/17/2026
1261 ADMINISURE INC	18681	1137686 APR 2026 WORKERS' COMPENSATION CLAIMS ADMINISTRATI	E	\$22,391.55	3/19/2026	3/15/2026
1302 ALTEC INDUSTRIES INC	51995082	1137809 SHOP SUPPLIES, LABOR AND SERVICE FOR PW	E	\$1,092.83	3/26/2026	3/10/2026
1502 BRINK'S INC	13155730	1137689 MAR 2026 ARMORED TRANSPORT SVCS - TREASURY, WATER,	E	\$1,725.36	3/19/2026	3/1/2026
1502 BRINK'S INC	8386064	1137689 FEB 2026 ARMORED TRANSPORT SVCS - TREASURY, WATER,	E	\$360.04	3/19/2026	2/28/2026
2006 EXPRESS MOBILE WELDING SUPPLY	150018	1137817 OXY80UNI072 ACETYLENE GAS 75 CFT UN 1001, HAZMAT-	E	\$96.14	3/26/2026	2/18/2026
2436 KEYSTONE UNIFORM DEPOT DBA	71713	1137820 UNIFORM PANTS, SHIRTS FOR PD	E	\$308.07	3/26/2026	1/5/2026
2436 KEYSTONE UNIFORM DEPOT DBA	71726	1137820 UNIFORMS PATCHES FOR PD	E	\$3,149.25	3/26/2026	1/13/2026
2436 KEYSTONE UNIFORM DEPOT DBA	71785	1137820 UNIFORMS PANTS, SHIRTS, NAME PLATE FOR PD	E	\$300.73	3/26/2026	2/20/2026
2436 KEYSTONE UNIFORM DEPOT DBA	71803	1137820 UNIFORM PANTS, SHIRTS FOR PD	E	\$333.88	3/26/2026	2/24/2026
2436 KEYSTONE UNIFORM DEPOT DBA	71804	1137820 UNIFORM PANTS, SHIRTS FOR PD	E	\$258.74	3/26/2026	2/20/2026
2436 KEYSTONE UNIFORM DEPOT DBA	71813	1137820 UNIFORM PANTS, SHIRTS FOR PD	E	\$258.18	3/26/2026	2/24/2026
2436 KEYSTONE UNIFORM DEPOT DBA	71815	1137820 UNIFORM PANTS, SHIRTS FOR PD	E	\$294.65	3/26/2026	2/23/2026
2625 MAINTEX INC	1175380-00	1137821 DISP TOWEL ROLLS, TOILET SEAT COVERS, SOAP - PW	E	\$1,016.95	3/26/2026	3/18/2026
2625 MAINTEX INC	1175380-01	1137821 DISP TOWEL ROLLS FOR PW	E	\$352.83	3/26/2026	3/19/2026
2660 MATT CHLOR INC	31754	1137822 FOOT VALVE, DPD FREE CHLORINE REAGENT 10 SAMPLE PI	E	\$354.71	3/26/2026	3/17/2026
3051 PUENTE HILLS FORD LLC	663827	1137829 VEHICLE MAINTENANCE, REPAIRS, ON AN AS-NEEDED BASI	E	\$267.32	3/26/2026	3/12/2026
3140 ROADLINE PRODUCTS INC USA	22547	1137830 P-002909, STREET PAINT & SUPPLIES AS-NEEDED BASIS	E	\$6,348.50	3/26/2026	3/11/2026
3158 RSG, INC. (ROSENOW SPEVACEK	14362	1137715 C-002654, HOUSING CONSULTANT SVCS	E	\$1,031.25	3/19/2026	10/31/2025
3158 RSG, INC. (ROSENOW SPEVACEK	14559	1137715 C-002654, HOUSING CONSULTANT SVCS	E	\$240.00	3/19/2026	11/30/2025
3158 RSG, INC. (ROSENOW SPEVACEK	14669	1137715 C-002654, FY25-26 SB 341 REPORT	E	\$231.25	3/19/2026	11/30/2025
3158 RSG, INC. (ROSENOW SPEVACEK	14802	1137715 C-002654, HOUSING CONSULTANT SVCS	E	\$1,235.00	3/19/2026	12/31/2025
3158 RSG, INC. (ROSENOW SPEVACEK	14804	1137715 C-002654, FY25-26 SB 341 REPORT	E	\$962.50	3/19/2026	12/31/2025
3158 RSG, INC. (ROSENOW SPEVACEK	14949	1137831 C-002654, 22H02015.2A FY25-26 SB 341 REPORT	E	\$1,031.25	3/26/2026	1/31/2026
3158 RSG, INC. (ROSENOW SPEVACEK	15168	1137831 C-002654, 22H02015.2A FY25-26 SB 341 REPORT	E	\$2,200.00	3/26/2026	2/28/2026
3158 RSG, INC. (ROSENOW SPEVACEK	15169	1137715 C-002900, 25F07053 FY25-26 SUCCESSOR AGENCY SVCS	E	\$1,106.25	3/19/2026	2/28/2026
3347 S&S WORLDWIDE INC	IN101729956	1137716 P-002867, SCHOOL SUPPLIES FOR PARKS & MVSD PROGRAM	E	\$1,795.64	3/19/2026	3/6/2026
3347 S&S WORLDWIDE INC	IN101730094	1137716 P-002867, SCHOOL SUPPLIES FOR PARKS & MVSD PROGRAM	E	\$173.64	3/19/2026	3/6/2026
3347 S&S WORLDWIDE INC	IN101734798	1137832 P-002867, SCHOOL SUPPLIES FOR PARKS & MVSD PROGRAM	E	\$1,375.58	3/26/2026	3/20/2026
3538 SOUTHLAND TRANSIT INC	ELMDR-02-2026	1137833 FEB 2026 DIAL-A-RIDE SERVICE CONTRACT	E	\$24,333.37	3/26/2026	3/1/2026
3538 SOUTHLAND TRANSIT INC	ELMTR-02-2026	1137833 FEB 2026 FIXED ROUTE TRANSIT SERVICES CONTRACT	E	\$121,775.80	3/26/2026	3/1/2026
3725 USA BLUE BOOK	INV00983028	1137836 HB ADAPTER KIT - PW UTIL	E	\$153.33	3/26/2026	3/6/2026
3732 UNDERGROUND SERVICE ALERT OF	120260263	1137719 ELM01/ELM02/ELM03 NEW TICKET CHARGES, MAINT FEE	E	\$713.05	3/19/2026	2/1/2026
3732 UNDERGROUND SERVICE ALERT OF	220260269	1137835 ELM01/ELM02/ELM03 NEW TICKET CHARGES, MAINT FEE	E	\$519.55	3/26/2026	3/1/2026
3732 UNDERGROUND SERVICE ALERT OF	25-262815	1137835 CALIFORNIA STATE FEE FOR REGULATORY COSTS FOR DIG	E	\$245.39	3/26/2026	3/1/2026
3886 WESTERN WATER WORKS SUPPORT	1281099-00	1137837 WATER MATERIALS & SUPPLIES ON AN AS-NEEDED BASIS	E	\$1,905.02	3/26/2026	3/12/2026

3914 THE WORKSHOP	75566	1137718 B-000145, BUS CARDS	E	\$38.68	3/19/2026	3/9/2026
3914 THE WORKSHOP	75568	1137718 B-000145, FIELD INTERVIEW CARDS, BUS CARDS - PD	E	\$266.31	3/19/2026	3/9/2026
3914 THE WORKSHOP	75573	1137718 B-000145, BUS CARDS - P/R	E	\$149.18	3/19/2026	3/10/2026
4630 EL MONTE POLICE ASSOCIATION	PE:/03/15/26	1137815 LONG TERM DISABILITY - POLICE: PAYMENT	E	\$1,448.74	3/26/2026	3/19/2026
4631 EL MONTE POLICE ASSOCIATION	P/E:03/15/26	1137816 ADMINISTRATOR PD DUES: PAYMENT	E	\$10,427.72	3/26/2026	3/19/2026
5743 NINYO & MOORE	316571	1137706 C-002719, ENVIRO CONSULTING SVCS 12.27.25-1.30.26	E	\$4,376.25	3/19/2026	2/19/2026
5788 2010 OFFICE FURNITURE	23071	1137804 DAIS CHAIR REPLACEMENTS FOR PW	E	\$552.64	3/26/2026	2/11/2026
5968 D&R OFFICE WORKS INC	138584	1137694 RISING DESKS (4 CUBICALS) - FINC DIV.	E	\$7,440.58	3/19/2026	2/26/2026
6892 CORELOGIC SOLUTIONS LLC	30848282	1137692 FEB 2026 GEOGRAPHIC PACKAGE - REALQUEST - ECON D	E	\$603.75	3/19/2026	2/28/2026
6892 CORELOGIC SOLUTIONS LLC	82290623	1137692 JAN 2026 GEOGRAPHIC PACKAGE - REALQUEST - ECON DE	E	\$316.25	3/19/2026	1/31/2026
6955 PAMA MANAGEMENT #0070	03.09.2026	1137709 RNTL ASSIST - SHARON ESLITER - 12032 FERRIS RD #L	E	\$1,018.28	3/19/2026	3/9/2026
6955 PAMA MANAGEMENT #0070	03.09.26	1137709 RNTL ASSIST - ANGELICA ESTRELLA 2839 MAXSON RD #B	E	\$1,447.65	3/19/2026	3/9/2026
6955 PAMA MANAGEMENT #0070	03.19.26	1137826 RENTAL ASSIST SANDRA ZACARIAS AT 11129 MILDRED #14	E	\$1,518.20	3/26/2026	3/19/2026
7323 HOLIDAYGOO INC.	22152	1137699 IPC TOY FILLED PLASTIC EGGS FOR P/R	E	\$715.49	3/19/2026	3/4/2026
9004 RRM DESIGN GROUP	0518-00-CU21-7	1137714 DEC 2025 - EL MONTE ON-CALL ARCHITECTURAL & LANDSC	E	\$12,711.86	3/19/2026	1/14/2026
9921 TOWNSEND PUBLIC AFFAIRS INC	24825	1137834 CONSULTING SERVICES FEB 2026	E	\$8,500.00	3/26/2026	2/1/2026
9921 TOWNSEND PUBLIC AFFAIRS INC	24983	1137834 CONSULTING SERVICES MARCH 2026	E	\$8,500.00	3/26/2026	3/1/2026
10296 INDUSTRIAL CLEANING SYSTEMS	41858	1137819 CAP 8" WATER TANK, HOSE, TANK REPAIR - PW	E	\$1,102.43	3/26/2026	3/5/2026
10296 INDUSTRIAL CLEANING SYSTEMS	41881	1137819 SAND BLAST TANK COVER FOR PW	E	\$474.21	3/26/2026	3/10/2026
10756 ONWARD ENGINEERING	8646	1137708 CONTRACT NO. 24PW08115 PWKY DR & DENHOLM DR TRAFFI	E	\$370.00	3/19/2026	3/10/2026
11139 AVANT GARDE INC	12251	1137688 SEPT 2025 - CARB STEP ADMIN - GRANT ADMIN & MGMT -	E	\$2,430.00	3/19/2026	10/10/2025
11139 AVANT GARDE INC	12354	1137810 AUG- SEPT 2025 - HOMEKEY PROJ - CED	E	\$1,712.50	3/26/2026	10/22/2025
11139 AVANT GARDE INC	12366	1137810 OCT 2025 - EECBG ADMIN - TRANSP DIV.	E	\$472.50	3/26/2026	11/13/2025
11139 AVANT GARDE INC	12367	1137688 OCT 2025 - CARB STEP ADMIN - GRANT ADMIN & MGMT -	E	\$2,666.25	3/19/2026	11/13/2025
11139 AVANT GARDE INC	12493	1137811 NOV 2025 - CARB STEP ADMIN - TRANSP DIV.	E	\$5,648.75	3/26/2026	12/8/2025
11139 AVANT GARDE INC	12585	1137688 DEC 2025 - CARB STEP ADMIN - GRANT ADMIN & MGMT	E	\$5,737.50	3/19/2026	1/11/2026
11139 AVANT GARDE INC	12586	1137810 DEC 2025 - EECBG ADMIN - TRANSP DIV.	E	\$337.50	3/26/2026	1/11/2026
11139 AVANT GARDE INC	12624	1137810 DEC 2025 - HOMEKEY PROJ - CED	E	\$2,281.25	3/26/2026	1/16/2026
11139 AVANT GARDE INC	12695	1137688 JAN 2026 - CARB STEP ADMIN - GRANT ADMIN & MGMT -	E	\$7,762.50	3/19/2026	2/16/2026
11139 AVANT GARDE INC	12696	1137810 JAN 2026 - EECBG ADMIN - TRANSP DIV.	E	\$540.00	3/26/2026	2/16/2026
11139 AVANT GARDE INC	12786	1137810 JAN 2026 - HOMEKEY PROJ - CED	E	\$4,598.75	3/26/2026	2/26/2026
11139 AVANT GARDE INC	12806	1137688 FEB 2026 - CARB STEP ADMIN - GRANT ADMIN & MGMT -	E	\$3,172.50	3/19/2026	3/12/2026
11184 ALTA PLANNING + DESIGN	304.0002020.107-44	1137808 PROF SVCS THRU 02.20.26 - EL MONTE TRAFFIC CALMING	E	\$542.50	3/26/2026	3/12/2026
11442 CWE	F26189	1137693 FEB 2026 - EL MONTE STOREM WATER URBAN MASTER PLAN	E	\$2,096.00	3/19/2026	3/11/2026
11700 INX BUILDING MAINTENANCE	1000052	1137702 MAR 2026 - JANITORIAL SVCS FOR PW - PW	E	\$2,603.31	3/19/2026	3/1/2026
11900 HASA, INC.	1106460	1137818 MULTI-CHLOR 1 GALLON - PW UTIL.	E	\$2,472.32	3/26/2026	3/16/2026
12057 MEDICO PROFESSIONAL LINEN	21405973	1137824 LINEN SERVICE FOR PD	E	\$212.53	3/26/2026	3/13/2026
12412 GUARDIAN RFID	14645	1137698 3/14/25 - 3/13/26 RFID SYSTEM RENEWAL FEE - PD	E	\$3,420.00	3/19/2026	3/14/2026
12935 NV5, INC.	466213	1137707 PROF SVCS 06.01-07.31.25 3629 CYPRESS AVE EMRGNCY	E	\$1,764.00	3/19/2026	8/15/2025
12935 NV5, INC.	466218	1137707 PROF SVCS 06.01-07.31.26 EL MONTE POOL SLIDE DESGN	E	\$1,428.00	3/19/2026	8/15/2025
12991 AIR-EX AIR CONDITIONING, INC.	SD5891	1137807 INSTALLED FILTER RACK & AIR INTAKE FOR RHEEM UNIT	E	\$1,875.00	3/26/2026	2/28/2026
12991 AIR-EX AIR CONDITIONING, INC.	SD5904	1137807 REMOVE & REPLACE THE 4 RETURN REGISTERS IN THE T-B	E	\$2,162.41	3/26/2026	3/6/2026
12991 AIR-EX AIR CONDITIONING, INC.	SD5908	1137807 REPAIRS TO UNIT #13 CMO - PW	E	\$1,192.04	3/26/2026	3/6/2026
12991 AIR-EX AIR CONDITIONING, INC.	SD5910	1137807 REPAIRS TO UNIT #9 AQUATIC CTR - PW	E	\$3,565.37	3/26/2026	3/10/2026
13229 NORTH STAR LAND CARE	1601-1263	1137825 C-002487, MAR 1-15 TREE PRUNING SVCS - PW	E	\$19,863.55	3/26/2026	3/15/2026
13325 COLANTUONO, HIGHSMITH &	69837	1137691 SVCS THRU 02/28/26 RE: LABOR & EMPLOYMENT - HR	E	\$15,552.00	3/19/2026	3/6/2026
13325 COLANTUONO, HIGHSMITH &	69838	1137691 SVCS THRU 02/28/26 RE: RARDIN PERSONNEL INVESTIGAT	E	\$2,282.50	3/19/2026	3/6/2026
13325 COLANTUONO, HIGHSMITH &	69839	1137691 SVCS THRU 02/28/26 RE: C. JAIMES APPEAL - HR	E	\$1,136.00	3/19/2026	3/6/2026
13325 COLANTUONO, HIGHSMITH &	69840	1137691 SVCS THRU 02/28/26 RE: M. BERUMEN - APPEAL - HR	E	\$550.64	3/19/2026	3/6/2026
13325 COLANTUONO, HIGHSMITH &	69841	1137691 SVCS THRU 02/28/26 RE: MARTINEZ COMPLAINT/INVESTIG	E	\$7,240.00	3/19/2026	3/6/2026
13325 COLANTUONO, HIGHSMITH &	69842	1137691 SVCS THRU 02/28/26 RE: ETHICS TRAININGS - HR	E	\$71.00	3/19/2026	3/6/2026
13325 COLANTUONO, HIGHSMITH &	69843	1137691 SVCS THRU 02/28/26 RE: C. JAIMES INVESTIGATION - HR	E	\$1,116.50	3/19/2026	3/6/2026

13448 WHITE	3.23.26	1137838 RENTAL ASSIST- JACKLIN PEREZ 11551 1/2 FOREST GROV	E	\$725.02	3/26/2026	3/23/2026
13682 CHEN	03.09.26	1137690 RNTL ASSIST - CAROLINA GUTIERREZ 11408 1/2 DODSON	E	\$290.37	3/19/2026	3/9/2026
14048 CRAFTWATER ENGINEERING, INC.	23-049-16	1137814 PROF SVCS THRU 11.30.25 - MERCED AVE LINEAR PARK A	E	\$23,369.89	3/26/2026	12/16/2025
14048 CRAFTWATER ENGINEERING, INC.	23-049-18	1137814 PROF SVCS THRU 01/31/26 - MERCED AVE LINEAR PARK A	E	\$64,769.00	3/26/2026	2/9/2026
14048 CRAFTWATER ENGINEERING, INC.	23-049-19	1137814 PROF SVCS THRU 02.28.26 - MERCED AVE LINEAR PARK A	E	\$86,967.27	3/26/2026	3/11/2026
14258 PRINT XPRESSIONS	5177	1137712 P-002891, CITY CUSTOMIZED MATERIALS - POLOS	E	\$1,083.89	3/19/2026	3/12/2026
14329 3L EXECUTIVE SERVICES INC.	21776	1137805 TR-17B VEH REPAIRS PMI, OIL LUBE, FILTER, BRAKE IN	E	\$7,971.13	3/26/2026	3/13/2026
14329 3L EXECUTIVE SERVICES INC.	21777	1137805 TR-17B RECALIBRATION ON TRANSP DIV VEH.	E	\$752.40	3/26/2026	3/13/2026
14348 HR GREEN INC.	194956*	1137701 REISSUED CK - PROF SVCS THRU 10/31/26- GARVEY AVE	E	\$2,644.00	3/19/2026	11/7/2025
14367 BECNEL UNIFORMS	90570	1137812 PANTS FOR ROBERT WADELL - TRANSP DIV.	E	\$174.75	3/26/2026	3/7/2026
14395 GROUP X ROSEMEAD PROPERTIES,LP	03.09.2026	1137697 RNTL ASSIST FOR ANDRES HERRERA - 9805 RIO HONDO PK	E	\$1,710.00	3/19/2026	3/9/2026
14395 GROUP X ROSEMEAD PROPERTIES,LP	03.09.26	1137697 RNTL ASSIST FOR CANDY SANTANA -3500 MAXSON RD #14	E	\$1,557.52	3/19/2026	3/9/2026
14692 CHARTER COMMUNICATIONS	1.64263E+14	1137813 ACCT 164263201 FOR MAR 2026 - CED	E	\$2,279.68	3/26/2026	3/1/2026
14726 DANA SAFETY SUPPLY	1000907	1137695 VISOR FLIP LIGHT WITH DUAL PAR36 LEDS CODE 3 - PD	E	\$508.62	3/19/2026	2/19/2026
14726 DANA SAFETY SUPPLY	981069	1137695 PUSH BUMPER, PIT BAR FOR PD VEH. - PD	E	\$1,003.27	3/19/2026	9/17/2025
15104 PRUDENTIAL OVERALL SUPPLY	52959416	1137713 C-002726, UNIFORM SERVICES FOR PUBLIC WORKS/TRANSP	E	\$295.96	3/19/2026	3/5/2026
15104 PRUDENTIAL OVERALL SUPPLY	52959417	1137713 C-002726, UNIFORM SERVICES FOR PUBLIC WORKS/TRANSP	E	\$43.10	3/19/2026	3/5/2026
15104 PRUDENTIAL OVERALL SUPPLY	52959418	1137828 C-002726, UNIFORM SERVICES FOR PUBLIC WORKS/TRANSP	E	\$37.10	3/26/2026	3/5/2026
15104 PRUDENTIAL OVERALL SUPPLY	52959419	1137828 C-002726, UNIFORM SERVICES FOR PUBLIC WORKS/TRANSP	E	\$43.06	3/26/2026	3/5/2026
15104 PRUDENTIAL OVERALL SUPPLY	52959420	1137713 C-002726, UNIFORM SERVICES FOR PUBLIC WORKS/TRANSP	E	\$21.09	3/19/2026	3/5/2026
15104 PRUDENTIAL OVERALL SUPPLY	52959421	1137828 C-002726, UNIFORM SERVICES FOR PUBLIC WORKS/TRANSP	E	\$135.22	3/26/2026	3/5/2026
15104 PRUDENTIAL OVERALL SUPPLY	52961178	1137828 C-002726, UNIFORM SERVICES FOR PUBLIC WORKS/TRANSP	E	\$55.66	3/26/2026	3/12/2026
15104 PRUDENTIAL OVERALL SUPPLY	52961179	1137828 C-002726, UNIFORM SERVICES FOR PUBLIC WORKS/TRANSP	E	\$296.71	3/26/2026	3/12/2026
15104 PRUDENTIAL OVERALL SUPPLY	52961180	1137828 C-002726, UNIFORM SERVICES FOR PUBLIC WORKS/TRANSP	E	\$43.10	3/26/2026	3/12/2026
15104 PRUDENTIAL OVERALL SUPPLY	52961181	1137828 C-002726, UNIFORM SERVICES FOR PUBLIC WORKS/TRANSP	E	\$37.10	3/26/2026	3/12/2026
15104 PRUDENTIAL OVERALL SUPPLY	52961182	1137828 C-002726, UNIFORM SERVICES FOR PUBLIC WORKS/TRANSP	E	\$43.06	3/26/2026	3/12/2026
15104 PRUDENTIAL OVERALL SUPPLY	52961183	1137828 C-002726, UNIFORM SERVICES FOR PUBLIC WORKS/TRANSP	E	\$21.09	3/26/2026	3/12/2026
15104 PRUDENTIAL OVERALL SUPPLY	52961184	1137828 C-002726, UNIFORM SERVICES FOR PUBLIC WORKS/TRANSP	E	\$135.22	3/26/2026	3/12/2026
15104 PRUDENTIAL OVERALL SUPPLY	52962896	1137828 C-002726, UNIFORM SERVICES FOR PUBLIC WORKS/TRANSP	E	\$55.66	3/26/2026	3/19/2026
15104 PRUDENTIAL OVERALL SUPPLY	52962897	1137828 C-002726, UNIFORM SERVICES FOR PUBLIC WORKS/TRANSP	E	\$297.31	3/26/2026	3/19/2026
15104 PRUDENTIAL OVERALL SUPPLY	52962898	1137828 C-002726, UNIFORM SERVICES FOR PUBLIC WORKS/TRANSP	E	\$45.32	3/26/2026	3/19/2026
15104 PRUDENTIAL OVERALL SUPPLY	52962899	1137828 C-002726, UNIFORM SERVICES FOR PUBLIC WORKS/TRANSP	E	\$37.10	3/26/2026	3/19/2026
15104 PRUDENTIAL OVERALL SUPPLY	52962900	1137828 C-002726, UNIFORM SERVICES FOR PUBLIC WORKS/TRANSP	E	\$43.06	3/26/2026	3/19/2026
15104 PRUDENTIAL OVERALL SUPPLY	52962901	1137828 C-002726, UNIFORM SERVICES FOR PUBLIC WORKS/TRANSP	E	\$21.09	3/26/2026	3/19/2026
15104 PRUDENTIAL OVERALL SUPPLY	52962902	1137828 C-002726, UNIFORM SERVICES FOR PUBLIC WORKS/TRANSP	E	\$135.22	3/26/2026	3/19/2026
15170 NEXT DAY ANIMATIONS	INV-4527	1137705 WHITEBOARD EXPLAINER VIDEOS, TRANSLATION SVCS -ENG	E	\$13,859.25	3/19/2026	3/4/2026
15303 KANE CONSTRUCTION SVCS, INC.	EMRNG - 022	1137703 FEB 2026 - CM & INSPECTION SVCS FOR RNG STN CONSTR	E	\$20,849.50	3/19/2026	3/15/2026
15671 MCGRIFF, A MARSH & MCLENNAN	P/E:03/15/26	1137823 SEC. 125 DEPENDENT CARE: PAYMENT	E	\$6,321.96	3/26/2026	3/19/2026
15820 144 S. AVE 55 APTS., LP	03.09.26	1137685 RNTL ASSIST FOR MIGUEL SIMENTAL - 4122 TYLER #7	E	\$377.50	3/19/2026	3/9/2026
15982 KUANG	03.09.26	1137704 RNTL ASSIST FOR ALICIA MOLINA 11132 CONCERT ST, EM	E	\$575.20	3/19/2026	3/9/2026
15983 THE GARCIA FAMILY TRUST	03.09.26	1137717 RENTAL ASSIST FOR YURI GOANA 11202 ELLIOT AVE	E	\$761.90	3/19/2026	3/9/2026
15989 WONG	03.09.26	1137720 RNTL ASSIST FOR ENRIQUE RAMOS LORENZO 11426 MCGIRK	E	\$1,811.00	3/19/2026	3/9/2026
3047 PUBLIC EMPLOYEES' RETIREMENT	P/E: 02/28/26	3246312 PENSION PLAN (PERS): CLASSIC 113/114/26062/25097	W	\$447,606.86	3/26/2026	3/19/2026
3734 PARS SUPPLEMENTAL RETIREMENT	P/E: 03/15/26	3232609 PARS SUPPLEMENTAL RETIREMENT: PAYMENT	W	\$13,338.80	3/26/2026	3/19/2026
4610 CATALYST CORPORATE FEDERAL CU	P/E: 03/15/26	3232610 EL MONTE CREDIT UNION: PAYMENT	W	\$40,730.57	3/26/2026	3/19/2026
4613 EL MONTE CITY EMPLOYEES CR UN	P/E: 03/15/26	3232611 POLICE CREDIT UNION: PAYMENT	W	\$180.00	3/26/2026	3/19/2026
4628 SEIU LOCAL #721	P/E:03/15/26	3232605 SEIU DUES, FEES, COPE: PAYMENT	W	\$8,393.53	3/26/2026	3/19/2026
4633 NATIONAL DEFERRED	P/E: 03/15/26	3232608 PART TIME DEF. COMPENSATION: PAYMENT	W	\$13,509.06	3/26/2026	3/19/2026
4635 NATIONWIDE RETIREMENT SOLUTION	P/E: 03/15/26	3232607 457 DEFERRED COMP BENEFIT: PAYMENT	W	\$68,369.58	3/26/2026	3/19/2026
4723 CALIF STATE DISBURSEMENT/UNIT	P/E: 03/15/26	3232604 CHILD SUPPORT: PAYMENT	W	\$6,770.50	3/26/2026	3/19/2026
4730 EMPLOYMENT DEVELOPMENT	P/E:03/15/26	3232603 STATE WITHOLDING TAX: PAYMENT	W	\$105,169.73	3/26/2026	3/19/2026
4731 DEPARTMENT OF TREASURY	P/E: 03/15/26	3232601 FEDERAL TAX: PAYMENT	W	\$254,765.87	3/26/2026	3/19/2026

4732 DEPARTMENT OF TREASURY	P/E: 03/15/26	3232602 MEDICARE TAX: PAYMENT	W	\$62,573.00	3/26/2026	3/19/2026
6796 EL MONTE CITY EMPLOYEES CR UN	P/E: 03/15/26	3232612 CREDIT UNION YARD ACCOUNT: PAYMENT	W	\$398.00	3/26/2026	3/19/2026
9855 OLIVAREZ MADRUGA	30079	3162601 JAN 2026 - MONTHLY BASE RETAINER	W	\$67,133.27	3/19/2026	1/31/2026
9855 OLIVAREZ MADRUGA	30080	3162616 JAN 2026 - SPECIAL LEGAL SERVICES - SUCCESSOR AGEN	W	\$1,134.90	3/19/2026	1/31/2026
9855 OLIVAREZ MADRUGA	30081	3162614 JAN 2026 - SPECIAL LEGAL SERVICES - PUB RECORDS RE	W	\$13,566.40	3/19/2026	1/31/2026
9855 OLIVAREZ MADRUGA	30082	3162602 JAN 2026 - SPECIAL LEGAL SERVICES - 10525 VALLEY	W	\$13,293.10	3/19/2026	1/31/2026
9855 OLIVAREZ MADRUGA	30083	3162615 JAN 2026 - SPECIAL LEGAL SERVICES - OPERABLE UNIT	W	\$4,568.70	3/19/2026	1/31/2026
9855 OLIVAREZ MADRUGA	30084	3162611 JAN 2026 - SPECIAL LEGAL SERVICES - MOBILEHOME PKS	W	\$77.55	3/19/2026	1/31/2026
9855 OLIVAREZ MADRUGA	30085	3162621 JAN 2026 - SPECIAL LEGAL SERVICES - 4350 TEMPLE CI	W	\$261.90	3/19/2026	1/31/2026
9855 OLIVAREZ MADRUGA	30086	3162617 JAN 2026 - SPECIAL LEGAL SERVICES - RIDDLE FWY SIG	W	\$465.60	3/19/2026	1/31/2026
9855 OLIVAREZ MADRUGA	30087	3162612 JAN 2026 - SPECIAL LEGAL SERVICES - HR - EMPLOYEE	W	\$10,843.80	3/19/2026	1/31/2026
9855 OLIVAREZ MADRUGA	30088	3162613 JAN 2026 - SPECIAL LEGAL SERVICES - WIRELESS- APP	W	\$1,746.00	3/19/2026	1/31/2026
9855 OLIVAREZ MADRUGA	30089	3162620 JAN 2026 - SPECIAL LEGAL SERVICES - KB HOMES	W	\$349.20	3/19/2026	1/31/2026
9855 OLIVAREZ MADRUGA	30090	3162604 JAN 2026 - SPECIAL LEGAL SERVICES - AREA Y DEV ENT	W	\$3,230.10	3/19/2026	1/31/2026
9855 OLIVAREZ MADRUGA	30091	3162603 JAN 2026 - SPECIAL LEGAL SERVICES - AREA Y CITY PK	W	\$2,772.60	3/19/2026	1/31/2026
9855 OLIVAREZ MADRUGA	30092	3162622 JAN 2026 - SPECIAL LEGAL SERVICES - FEAH V EM	W	\$4,510.50	3/19/2026	1/31/2026
9855 OLIVAREZ MADRUGA	30093	3162607 JAN 2026 - SPECIAL LEGAL SERVICES - COUNCIL INITIA	W	\$14,656.40	3/19/2026	1/31/2026
9855 OLIVAREZ MADRUGA	30094	3162618 JAN 2026 - SPECIAL LEGAL SERVICES - HOME/HUD DISBU	W	\$751.60	3/19/2026	1/31/2026
9855 OLIVAREZ MADRUGA	30095	3162610 JAN 2026 - SPECIAL LEGAL SERVICES - MACLAREN HALL	W	\$4,531.10	3/19/2026	1/31/2026
9855 OLIVAREZ MADRUGA	30096	3162609 JAN 2026 - SPECIAL LEGAL SERVICES - EL ROVIA v EM	W	\$9,847.80	3/19/2026	1/31/2026
9855 OLIVAREZ MADRUGA	30097	3162605 JAN 2026 - SPECIAL LEGAL SERVICES - CIVIL/ADMIN SU	W	\$661.10	3/19/2026	1/31/2026
9855 OLIVAREZ MADRUGA	30098	3162608 JAN 2026 - SPECIAL LEGAL SERVICES - ED PLANNING &	W	\$33,330.03	3/19/2026	1/31/2026
9855 OLIVAREZ MADRUGA	30099	3162619 JAN 2026 - SPECIAL LEGAL SERVICES - SPECIAL PROJEC	W	\$32,770.69	3/19/2026	1/31/2026
9855 OLIVAREZ MADRUGA	30263	3162606 JAN 2026 - SPECIAL LEGAL SERVICES - COUNCIL -AD HO	W	\$508.80	3/19/2026	1/31/2026
11991 NATIONWIDE RETIREMENT SOLUTION	P/E: 03/15/26	3232606 401 (A) EXECUTIVE PLAN: PAYMENT	W	\$6,709.76	3/26/2026	3/19/2026
12063 BANK OF AMERICA	02022025 - 02282025	3242501 MAR 2026 - CITY P CARD PURCHASES	W	\$30,508.88	3/26/2026	3/23/2026
Total				\$8,910,849.22		
Voided Checks						
V	HR GREEN INC	11/07/25	1136904	PROF SVCS THRU 10/31/25 - GARVEY AVE GR	E	(\$2,644.00)
Grand Total				\$8,908,205.22		

ORDINANCE NO. 3064

AN ORDINANCE OF THE CITY OF EL MONTE AMENDING CHAPTERS 17.30, 17.40, 17.42, 17.16, 17.112, AND 117.150 AND CHAPTER 8.10 OF THE EL MONTE MUNICIPAL CODE RELATING TO REGULATIONS FOR SIGNIFICANT TOBACCO RETAILERS

WHEREAS, the City of El Monte ("City"), a general law city, has authority under its police powers, land-use authority, and zoning authority pursuant to Article XI, Section VII of the California Constitution, to enact regulations necessary to protect and promote the public health, safety, and general welfare of its residents; and

WHEREAS, the City has observed increasing negative impacts associated with tobacco retailers operating throughout the City, including increased criminal activity in and around such establishments, deterioration of neighborhood character, and adverse effects from tobacco on the health, safety, and welfare of City residents; and

WHEREAS, the El Monte Police Department ("EMPD") and the City's Code Enforcement Division have observed illegal activities and repeated permit violations by smoke shops and tobacco retailers within the City, involving but not limited to the following:

- Illegal sales of flavored tobacco products; and
- Illegal sales of cannabis and cannabis-derived products; and
- Illegal possession of mushrooms; and
- Illegal possession of nitrous oxide cylinder tanks; and
- Illegal possession of controlled substances; and

WHEREAS, in 2025, the EMPD and the City's Neighborhood Services Department conducted multiple tobacco compliance checks and identified multiple violations of the EMMC and state law including, but not limited to:

- On June 20, 2025, the seizure of a substantial quantity of illegal tobacco and cannabis products, the issuance of five administrative citations, and the immediate closure of one business;
- On December 5, 2025, the seizure of approximately 205 pounds of illegal flavored tobacco and cannabis/THC edible products, and the issuance of three administrative citations;
- On December 12, 2025, the seizure of over 200 pounds of illegal flavored tobacco and cannabis/THC edible products, the issuance of two administrative citations, and compliance advisements issued to five (5) businesses displaying flavored tobacco products for sale; and

WHEREAS, Los Angeles public health officials have reported overdose deaths and other harms associated with synthetic kratom compounds such as 7-Hydroxymitragynine (7-OH), which are often sold in smoke shops and similar retailers; and

WHEREAS, the City's Neighborhood Services Department has also identified tobacco retailers within the City in possession of products containing synthetic kratom compounds; and

WHEREAS, there are significant public safety concerns in the community relating to significant tobacco retailers and youth access to harmful products; and

WHEREAS, on January 14, 2026, the City Council considered and adopted Urgency Ordinance No. 3057, placing a 45-day interim moratorium on the approval of any pending tobacco retail permits, land use or zoning applications for significant tobacco retail uses within the City limits, inclusive of conditional use permits, for the purpose of preserving the public health, morals, safety, and general welfare of the community; and

WHEREAS, the City finds it necessary to amend the El Monte Municipal Code to enact certain provisions that regulate appropriate use and operating standards for tobacco retailers, and increased oversight and enforcement of retailers who devote significant display areas to the sale of tobacco and tobacco related products; and

WHEREAS, the purpose of the Ordinance is to ensure the incorporation of regulations, operating standards and development standards of such business within certain zones within the City through the use of a public hearing process for conditional use permits if the proposed tobacco retailer dedicates a minimum of fifteen percent (15%) of its display area to tobacco and tobacco-related products; and

WHEREAS, pursuant to Government Code Section 65854, the Planning Commission conducted a duly noticed public hearing on this matter on March 10, 2026, wherein, the Planning Commission considered all public comments received before and during the public hearing, the presentation by City staff, the relevant staff report, and all other pertinent documents regarding Ordinance No. 3064; and

WHEREAS, at the close of the public hearing, the Planning Commission voted to recommend approval of the proposed ordinance by a 7-0-0 vote; and

WHEREAS, on March 25, 2026, the City Council held a duly noticed public hearing regarding the proposed Ordinance, considered all public comments received before and during the public hearing, the presentation by City staff, the relevant staff report inclusive of the Planning Commission's recommendation, and all other pertinent documents regarding the proposed Ordinance; and

WHEREAS, the City Council desires to amend the regulations applicable to significant tobacco retailers to provide additional oversight to significant tobacco retailers due to their potential community impacts; and

WHEREAS, the proposed Ordinance would be consistent with the City's General Plan; and

WHEREAS, Goal 1 of the General Plan's Land Use Element emphasizes the City's commitment to have compatible residential, commercial, and industrial development that is sensitively integrated with existing development and neighborhoods and minimizes impacts surrounding land uses; and

WHEREAS, the City Council finds that the sale, distribution and public access to illegal and unregulated tobacco, cannabis, synthetic kratom, and other illicit products are not in conformity with the City's General Plan because such activities create adverse impacts, public nuisances, and incompatibilities with surrounding residential and commercial uses; and

WHEREAS, this Ordinance advances Goal 1 of the Land Use Element by preventing incompatible and unlawful commercial activities and ensuring that commercial operations within the City are conducted in a manner that protects surrounding neighborhoods and promotes compatible development; and

WHEREAS, the City Council finds that updated zoning requirements, Conditional Use Permit procedures, operating standards, and amortization provisions are necessary to prevent over-concentration, reduce nuisance conditions, and strengthen safety and enforcement; and

WHEREAS, the City Council held a duly noticed public hearing on this Ordinance, received public testimony, and carefully evaluated the staff report and all information presented; and

WHEREAS, the City Council now desires to adopt amendments set forth herein to protect public health and safety, improve regulatory consistency, reduce nuisance activity, and provide clear, enforceable standards for the operation of significant tobacco retailers within the City.

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

SECTION 1. The recitals set forth above are true and correct and are hereby incorporated by this reference as if set forth in full herein.

SECTION 2. This Ordinance shall be known and may be cited as "The El Monte Smoke Shop Regulation and Safety Ordinance" (the "Ordinance").

SECTION 3. Section 8.10.120 (Tobacco Retailing without a Permit) of Chapter 8.10 (Retail Sales of Tobacco Products) of Title 8 (Health and Safety) of the City Municipal Code is hereby amended to read as follows (unless otherwise noted, changes are shown in underline or ~~strikethrough~~ text):

- A. In addition to any other penalty authorized by law, if a court of competent jurisdiction determines, or the department finds based on a preponderance of evidence, after notice and an opportunity to be heard, that any person has engaged in tobacco retailing at a location without a valid tobacco retailer's permit, either directly or through the person's agents or employees, the person shall be ineligible to apply for, or to be issued, a tobacco retailing permit as follows:
1. After a first violation of this section at a location within any five-year period, no new permit may issue for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction), until thirty (30) days have passed from the date of the violation.
 2. After a second violation of this section at a location within any five-year period, no new permit may issue for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction), until ninety (90) days have passed from the date of the violation.
- B. Tobacco products offered for sale or exchange in violation of this section are subject to seizure by the department or any peace officer and shall be forfeited after the permittee and any other owner of the tobacco products seized is given reasonable notice and an opportunity to demonstrate that the tobacco products were not offered for sale or exchange in violation of this chapter. The decision by the department may be appealed pursuant to the procedures set forth in Section 8.10.110(C).
- C. For the purposes of the civil remedies provided in this chapter:
1. Each day on which a tobacco product is offered for sale in violation of this chapter; or
 2. Each individual retail tobacco product that is distributed, sold, or offered for sale in violation of this chapter.

SECTION 4. Section 8.10.130 (Enforcement) of Chapter 8.10 (Retail Sales of Tobacco Products) of Title 8 (Health and Safety) of the City Municipal Code is hereby amended to read as follows (unless otherwise noted, changes are shown in underline or ~~strikethrough~~ text):

- A. The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity.
- B. Whenever evidence of a violation of this chapter is obtained in any part through the participation of a person under the age of eighteen (18) years old, such a person shall not be required to appear or give testimony in any civil or administrative process brought to enforce this chapter and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented.

- C. Violations of this chapter are subject to a civil action brought by the city prosecutor or the city attorney and are subject to an administrative fine as established by resolution of the City Council.
- D. Violations of this chapter may, in the discretion of the City Prosecutor or City Attorney, be prosecuted as infractions or misdemeanors when the interests of justice so require.
- E. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this chapter shall also constitute a violation of this chapter.
- F. Violations of this chapter are hereby declared to be public nuisances.
- G. In addition to other remedies provided by this chapter or by other law, any violation of this chapter may be remedied by a civil action brought by the City Attorney, including, for example, administrative or judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief.
- H. Prohibited Activities & Products.

1. The conduct of any of the following activities or sale or distribution of any of the following products by a tobacco retailer is prohibited.

- a. Commercial cannabis activity;
- b. Cannabis, industrial hemp, cannabinoids, products derived from cannabis or industrial hemp, or products containing cannabinoids;
- c. The sale or distribution of tobacco products to minors;
- d. Flavored tobacco products or illegal tobacco products;
- e. Drug paraphernalia not directly related to legal tobacco products;
- f. Nitrous oxide for intoxicating purposes, products for intoxicating purposes derived from nitrous oxide, products for intoxicating purposes containing nitrous oxide, or paraphernalia related to the consumption of nitrous oxide for intoxicating purposes, products for intoxicating purposes derived from nitrous oxide, or products for intoxicating purposes containing nitrous oxide;
- g. Kratom, products derived from kratom, products containing kratom, or paraphernalia related to the consumption of kratom, products derived from kratom, or products containing kratom;

- h. Psilocybin, products derived from psilocybin, products containing psilocybin, or paraphernalia related to the consumption of psilocybin, products derived from psilocybin, or products containing psilocybin;
 - i. Onsite or online gambling activities not related to the State Lottery;
or
 - j. Any other activities or products prohibited by law.
2. Notwithstanding any other provision of this chapter or any other provision of the EMMC, conduct of any of the activities or sale or distribution of any of the products contained in Subsection H.1 hereinafter shall immediately subject the tobacco retailer to revocation of its tobacco retailer's permit.
 3. Notwithstanding any other provision of this chapter or any other provision of the EMMC, should any of the products contained in Subsection H.1 hereinafter be found during an inspection of a tobacco retailer, the City may seize and destroy said products.

SECTION 5. The definition of "significant tobacco retailer" in Section 17.150.080 (Retail and Office Uses) of Chapter 17.150 (Use Definitions) of Division 15 (Definitions) of Title 17 (Zoning) of the City Municipal Code is hereby amended to read as follows (unless otherwise noted, changes are shown in underline or ~~strikethrough~~ text):

"Significant tobacco retailer" means any establishment, where the display area that is devoted to the sale of tobacco products, substances intended for smoking, or smoking accessories, including, but not limited to pipes, vaporizing devices, or other smoking paraphernalia that consists of twenty-five (25) percent or more of the net floor area (NFA). Public or private smokers' lounges shall not be permitted as an ancillary use. Does not include commercial cannabis activity uses.

"Display Area" shall consist of a maximum of six (6) feet in height by a minimum of three (3) feet in depth (depth consists of display and area immediately in front of display) and shall also include the width of the display area. Display shall be located within a defined area.

SECTION 6. The line item for significant tobacco retailers in Table 17.30-1—Permitted Uses—Mixed/Multiuse Zoning District of Section 17.30.030 (Permitted Uses) of Chapter 17.30 (Mixed/Multiuse Zoning District) of Title 17 (Zoning) of the City Municipal Code is hereby amended to read as follows (unless otherwise noted, changes are shown in underline or ~~strikethrough~~ text):

Significant tobacco retailer	⊖ <u>See notes</u>	<u>8.10, 17.112.180 & 17.16.090</u>
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SECTION 7. The line item for significant tobacco retailers in Table 17.40-1—Permitted Uses—Commercial Zoning District of Section 17.40.030 (Permitted Uses) of

Chapter 17.40 (Commercial Zoning Districts) of Title 17 (Zoning) of the City Municipal Code is hereby amended to read as follows (unless otherwise noted, changes are shown in underline or ~~strikethrough~~ text):

Significant tobacco retailer	--	--	⊖ <u>See notes</u>	<u>8.10, 17.112.180 & 17.16.090</u>
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SECTION 8. The line item for significant tobacco retailers in Table 17.42-1— Permitted Uses— Manufacturing Zoning Districts of Section 17.40.030 (Permitted Uses) of Chapter 17.42 (Manufacturing Zoning Districts) of Title 17 (Zoning) of the City Municipal Code is hereby amended to read as follows (unless otherwise noted, changes are shown in underline or ~~strikethrough~~ text):

Significant tobacco retailer	⊖ <u>See notes</u>	⊖ <u>See notes</u>	<u>8.10, 17.112.180 & 17.16.090</u>
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SECTION 9. Section 17.16.090 (Legal Nonconforming Significant Tobacco Retailers) of Chapter 17.16 (Nonconforming Provisions) of Division 1 (Introduction) of Title 17 (Zoning) of the City Municipal Code is hereby added to read as follows:

- A. Amortization Periods. Table 17.16-4 prescribes the amortization periods and extensions for significant tobacco retailers:

Table 17.16-4 – Amortization Periods

Type of Establishment	Amortization Period
<p>“Significant tobacco retailer” means any establishment, where the <u>display area that is devoted to the sale of tobacco products, substances intended for smoking, or smoking accessories, including, but not limited to pipes, vaporizing devices, or other smoking paraphernalia that consists of twenty-five (25) percent or more of the net floor area (NFA). Public or private smokers’ lounges shall not be permitted as an ancillary use. Does not include commercial cannabis activity uses.</u></p> <p><u>“Display Area” shall consist of a maximum of six (6) feet in height by a minimum of three (3) feet in depth (depth consists of display and area immediately in front of display) and shall also include the width of the display area. Display shall be located within a defined area.</u></p>	<p>Any establishment with a valid business license pursuant to Chapter 5.04 (Business Licenses Generally), tobacco retailer permit pursuant to Chapter 8.10 (Retail sales of Tobacco Products), for a significant tobacco retail use of the EMMC prior to May 11, 2026 shall:</p> <ul style="list-style-type: none"> • Obtain a CUP no later than 24 months from the date stated above; AND • Demonstrate compliance with all Operating Requirements provided in Section 17.112.180 for significant tobacco retailers upon the renewal of the CUP.

- B. Amortization Extensions and Application Process. A significant tobacco retailer that meets the requirements above and seeks to demonstrate that the amortization period provided in Table 17.16-4 is an insufficient amount of time to amortize its investment, may apply for a time extension of the amortization period.
1. An application must be submitted in writing, to the Community and Economic Development Department no later than ninety (90) days prior to the expiration of the amortization period. The application shall contain the following:
 - a. The applicant's name and street address of the business;
 - b. The address to which notice is to be mailed, at the applicant's option, a telephone number and/or email address;
 - c. The term of the requested extension;
 - d. Any documentation or evidence to support an extension of the amortization period, not to exceed one year; and
 - e. The applicant's signature
 2. Each request shall be considered on the basis of the submitted evidence on a case-by-case basis, as determined by the Director of Economic and Community Development. In considering the request to grant an extension the following factors shall be considered:
 - a. The precise nature of the nonconforming significant tobacco retailer use.
 - b. The portion of the nonconforming significant tobacco retailer sales that will be affected on a pro rata basis.
 - c. The total amount of the investment made for the significant tobacco retailer, including on the property and any improvements thereon, as well as the total investment for the pro rata portion of the business that is a significant tobacco retailer, including the present or depreciated value of any property owned.
 - d. The expiration date and termination rights under leases related to the operation of a significant tobacco retailer. Any new leases or lease extensions, amendments, or renewals entered into in close proximity to the passage of this Section 17.112.180 may be a basis for denial of the request for extension.

- e. The ability of the business to recover its investment by changing the use of the property, and the amount of time and additional investment needed to do so.
 - f. Any violations of federal, State, or local law.
 - g. Any other information the significant tobacco retailer deems relevant for the City to consider.
 - h. Any other information requested by the City to clarify the request for extension of the amortization period.
3. The determination and decision by the direction for an extension shall be a final administrative decision and not subject to administrative appeal under the provisions of the EMMC, but subject to judicial review and remedies.

SECTION 10. Section 17.112.180 (Significant Tobacco Retailers) of Chapter 17.112 (Standards for Specific Nonresidential Uses) of Division 11 (Regulations Applicable for Specific Uses) of Title 17 (Zoning) of the City Municipal Code is hereby repealed in its entirety and amended to read as follows:

A. Purpose. The purpose of this Section 17.112.180 is as follows:

1. To establish further regulations for significant tobacco retailers as defined in Section 17.150.080.
2. To provide for amortization of uses with an existing tobacco retail permit that newly meets the definition of significant tobacco retailer pursuant to this section.
3. Preclude the opening, establishment, and/or operation of new significant tobacco retailers in the City, except as expressly permitted pursuant to this title and in accordance with the requirements of Chapter 8.10 (Tobacco Retail Sales).

B. Applicability.

1. This section shall apply to significant tobacco retailers, as defined in Chapter 17.150 (Use Definitions) of this title. Nothing contained in this Section 17.112.180 shall be deemed to repeal, amend, be in lieu of, replace or in any way affect any requirements for any permit, license, or approval required by, under, or by virtue of any other provision of the EMMC or any other ordinance or resolution of the City Council, in particular Chapter 5.04 (Business Licenses Generally) and Chapter 8.10 (Retail Sales of Tobacco Products).

2. Any term, words, or phrases used in this Section 17.112.180 that are defined in the EMMC, in particular Chapter 8.10 of the EMMC, shall have the meanings ascribed to them as set forth in the EMMC, in particular Chapter 8.10 of the EMMC.
3. All significant tobacco retailers shall comply with this Section 17.112.180.
 - a. Significant Tobacco Retailers. Except as otherwise provided under this Chapter, significant tobacco retailers are prohibited.
 - b. Existing Significant Tobacco Retailers. All existing significant tobacco retailers lawfully operating as of the effective date of this Section shall comply with all the amortization requirements Section 17.16.090 and of this Section 17.112.180. Upon expiration of the retailer's existing Conditional Use Permit, the significant tobacco retailer must apply for a new Conditional Use Permit and demonstrate compliance with Section 17.112.180. Any existing tobacco retailer lawfully operating as of the effective date of this Section that meets the definition of significant tobacco retailer as provided in Chapter 17.150 (Definitions) shall comply with the amortization requirements of Section 17.16.090 and of this Section 17.112.180.

C. Development Standards for Significant Tobacco Retailers.

1. Siting Requirements. The following siting and buffering requirements shall apply to significant tobacco retailers:
 - a. Sensitive Uses. A significant tobacco retailer shall not be located within five-hundred (500) feet of a:
 - i. public recreation facility;
 - ii. K-12 public or private school or educational institution;
 - iii. public or private preschool;
 - iv. child daycare center;
 - v. community center; or
 - vi. alcoholism abuse treatment facility or drug abuse treatment facility.
 - b. Proximity to Other Significant Tobacco Retailers. A significant tobacco retailer shall not be located within five-hundred (500) feet of another lawfully existing significant tobacco retailer that holds a valid business license pursuant to Chapter 5.04 (Business Licenses Generally), tobacco retailer permit pursuant to Chapter 8.10 (Retail sales of Tobacco Products), and a Conditional Use Permit (CUP) for a significant tobacco retail use pursuant to Chapter 17.123 (Conditional and Minor Use Permits) of the EMMC.

- c. Measurements for Siting Requirements. The distance for the siting requirements in this section shall be measured pursuant to Section 17.12.060(A)(5).
 2. Glazing. At least eighty percent (80%) of any street facing window must be glazed with clear, non-tinted material. Mirrored and reflective materials shall be prohibited.
 - a. No more than five percent (5%) of the square footage of each window that is visible to the public from a public thoroughfare, sidewalk, or parking lot of a significant tobacco retailer shall bear advertising, signs, or other obstructions of any sort.
 - i. Signage, advertising, or other obstructions outside of the premises that are not physically attached to the windows or doors, but are visible from a public thoroughfare, sidewalk, or parking lot in the same manner as if they were physically attached are included in the five percent (5%) limitation in this subsection(C)(2)(a) and shall at all times be subject to and compliant with Chapter 17.80 (Signage Regulations).
 - b. Doors of a significant tobacco retailer must be free from signs regardless of door type or material.
 - c. Advertising and signage placed on the window of the premises shall not obstruct the view of the interior of the premises, including the areas in which the point of sale is maintained from the public right-of-way and/parking areas.
 - d. A significant tobacco retailer located within one-thousand (1,000) feet of a sensitive use, as listed in Subsection (C)(1)(a) hereinafter, shall not advertise the sale of tobacco products, substances intended for smoking, or smoking accessories in a manner visible from the outside of the premises, such as the public right-of-way or parking areas.
 3. Lighting. Subject to the requirements of Section 17.60.050 (Outdoor Lighting), the exterior of the premises, including adjacent public sidewalks, parkways and parking areas under the control of the significant tobacco retailers shall be illuminated to provide adequate lighting and security.
 4. Signage.
 - a. In addition to the requirements found in Chapter 17.80 (Signage Regulations), a significant tobacco retailer shall comply with the requirements of the California Cigarette and Tobacco Products

Licensing Act of 2003 and all applicable federal and state law requirements.

b. The following notices shall be prominently posted and permanently affixed in a readily visible manner on the interior wall near the entrance or point of sale:

- i. "California State Law Prohibits the Sale of Tobacco Products to Persons Under 21 Years of Age";
- ii. "No Persons Under the Age of 21 May Enter These Premises";
- iii. "No Loitering is Allowed on or in Front of These Premises";
and
- iv. "No Smoking or Vaping is Allowed on These Premises".

5. Posting of Conditions of Approval. A copy of all conditions of approval for the Conditional Use Permit and training requirements shall either be posted in a conspicuous and unobstructed place near the entrance, point of sale, or customer service area of the premises or posted in an employee area and provided upon request (e.g., via flyer or brochure).

D. Standard Conditions of Approval. Subject to any applicable limitations in federal or state law, nothing in this Section is intended to limit the City's authority to conditionally approve an application for a Conditional Use Permit (CUP) or renewal thereof to protect and promote the public welfare, health and safety. In addition to all other conditions adopted by the approving authority, all CUP approvals shall be automatically subject to the conditions in this section. The approving authority shall have discretion to modify or amend these conditions on a case-by-case basis as may be necessary or appropriate under the circumstances to protect public health and safety or allow for the proper operation of the approved facility consistent with the goals of this section, which may include but is not limited to reduced hours of operation, security guards, door monitors, and burglar alarm systems if the approving authority determines that harm, nuisance, or related problems are demonstrated to occur as a result of the significant tobacco retailer's business practices or operations.

1. Commencement of Operations. Prior to commencing operations, a significant tobacco retailer shall obtain a (a) valid business license issued by the City pursuant to Chapter 5.04 (Business Licenses Generally); (b) valid tobacco retailer permit pursuant to Chapter 8.10 (Retail Sales of Tobacco Products); (c) a state tobacco retailer license and a sales tax permit from the California Department of Tax and Fee Administration; and (d) certificate of occupancy issued by the Building Division to operate a significant tobacco retailer at the premises identified in the significant tobacco retailer's business license and tobacco retailer's permit.

2. Compliance with all Laws. A significant tobacco retailer shall comply with all applicable federal, State, and local laws regarding the advertising, display, or sales of tobacco products, substances intended for smoking, or smoking accessories and the conduct and regulation of tobacco retailers and tobacco retailing, including without limitation, Chapter 8.10 (Retail Sales of Tobacco Products).
3. Posting. These conditions of approval must be posted in a conspicuous location for public viewing within the establishment on a continuous basis for the life of this Conditional Use Permit.
4. Trash receptacles. A trash receptacle shall be provided near the public entrance of the premises. All trash receptacles shall be emptied on a daily basis.
5. Litter. All trash, litter and debris left on the premises, parking areas and adjacent public right-of-ways, including sidewalks and alleys shall be removed on a daily basis.
6. Graffiti. Graffiti prevention and removal shall be subject to the requirements of Section 9.08.100(D)(3).
7. Lighting. The exterior of the premises, including adjacent public sidewalks, parkways and parking areas under the control of the significant tobacco retailers shall be illuminated to provide adequate lighting and security.
8. Hours of Operation. Hours of operation shall be from 8:00 a.m. to 10:00 p.m., seven (7) days a week.
9. Age Restrictions. No person under the minimum age established by State law for the purchase or possession of tobacco products may exchange, sample, buy, or sell tobacco products, substances intended for smoking, or smoking accessories for, to, with, or from a significant tobacco retailer; prior to selling tobacco products, substances intended for smoking, or smoking accessories to a consumer, a significant tobacco retailer shall verify the age and all necessary documentation of each consumer to ensure the consumer is not under the minimum age established by State law for the purchase or possession of tobacco products.
10. Display of Products. Only the employees of the significant tobacco retailer shall have immediate access to tobacco products, substances intended for smoking, or smoking accessories.
11. Prohibited Activities. The conduct of any of the following activities or distribution of the following products shall be prohibited:
 - a. Commercial cannabis activity;

- b. Cannabis, industrial hemp, cannabinoids, products derived from cannabis or industrial hemp, or products containing cannabinoids;
- c. Tobacco products to minors;
- d. Flavored tobacco products or illegal tobacco products;
- e. Drug paraphernalia not directly related to legal tobacco products;
- f. Nitrous oxide, products derived from nitrous oxide, products containing nitrous oxide, or paraphernalia related to the consumption of nitrous oxide, products derived from nitrous oxide, or products containing nitrous oxide;
- g. Kratom, products derived from kratom, products containing kratom, or paraphernalia related to the consumption of kratom, products derived from kratom, or products containing kratom;
- h. Psilocybin, products derived from psilocybin, products containing psilocybin, or paraphernalia related to the consumption of psilocybin, products derived from psilocybin, or products containing psilocybin;
- i. The provision of smoking rooms and lounges;
- j. Onsite or online gambling activities not related to the State Lottery;
or
- k. Any other activities or products prohibited by federal, State, or local law.

Notwithstanding any provision of the EMMC, inclusive of Section 17.112.180, should any of the products described in this condition of approval be found during an inspection of the premises, the City may seize and destroy such products.

12. Video Surveillance. The following video surveillance requirements shall be implemented and maintained throughout the duration of the conditional use permit:
- a. The video surveillance system shall be fully functional digital video camera system that is able to continuously record, store, and be capable of playing back images and be fully functional at all times, including during any hours of non-operation.
 - b. There shall be a minimum of three (3) cameras placed so as to record activities in the primary customer areas of a significant tobacco retailer; such cameras must, at minimum, provide surveillance for each entry and exit to the premises, each point of sale and the parking area, if any. These cameras shall be of sufficient quality to be able to identify persons and/or vehicles utilizing the significant tobacco retailer parking lot.
 - i. All interior cameras shall have color recording capabilities.
 - ii. Any exterior camera that records in color shall have automatic low light switching capabilities to black and white. Exterior cameras shall be in weatherproof enclosures and located in a manner that will prevent or reduce the possibility of vandalism.

- c. The video surveillance system shall be maintained in a secured location inside of the business.
- d. The video surveillance records shall have the correct date and time stamped onto the image at all times.
- e. The system's capacity of the digital video camera system should be for at least fourteen (14) calendar days and have the capability for digital playback. Upon request from the City, any digital media shall be provided within twenty-four (24) hours of the request. In the event of a security breach, vandalism, theft, or other offense, a significant tobacco retailer must ensure preservation of the relevant security footage beyond the required fourteen (14) calendar days in coordination with the City.
- f. The system must be capable of producing a retrievable and identifiable image that can be made a permanent record and that can be enlarged through projection or other means.
- g. The video surveillance system shall be capable of producing a retrievable and identifiable image that can be made a permanent record and that can be enlarged through projection or other means.

13. Training.

- a. Initial Training. All employees must complete approved course(s) in training of tobacco products, substances intended for smoking, or smoking accessories sales and handling within sixty (60) days after approval of the Conditional Use Permit becomes final, or for employees hired after the approval of the Conditional Use Permit, within sixty (60) days from the date of hire. All trainings shall meet the standards of the State Department of Public Health on the Stop Tobacco Access to Kids Enforcement ("STAKE") Act or other certifying or licensing body designated by the State. Evidence compliance shall be provided in writing to the Economic and Community Development Department.
- b. Annual Training. All employees must complete annual trainings that comply with State standards, including changes to applicable federal, State, and local laws regarding the advertising, display, or sales of tobacco products, substances intended for smoking, or smoking accessories and the conduct and regulation of tobacco retailers and tobacco retailing. Evidence of compliance shall be provided in writing to the Economic and Community Development Department no later than June 30th, annually.
- c. Training Records. A significant tobacco retailer shall keep up-to-date records which prove that all individuals listed above have completed the requisite annual training and shall furnish these records to the City during inspections and upon a reasonable request from the City.

E. Fees; Enforcement; Violations of this Section

1. By resolution, the City Council shall establish and may from time to time adjust a schedule of fees for the issuance of a Conditional Use Permit for a significant tobacco retailer. Fees shall be calculated so as to recover the cost of administration and enforcement of this Section 17.112.180, including, but not limited to, issuing a Conditional Use Permit, administering this Conditional Use Permit program, significant tobacco retailer inspection and compliance checks, documentation of violations, prosecutions of violations, but shall not exceed the cost of the regulatory program authorized by this Section 17.112.180. Such fees shall be nonrefundable except as may be required by law.
2. The City may seek recovery of its costs of enforcement against and abatement of violations of this Section 17.112.180.
3. Compliance with this Section 17.112.180 shall be monitored by the Code Enforcement Division and the El Monte Police Department or any sworn peace officer.
5. The proprietor(s) shall be responsible for all violations of this Section 17.112.180 whether or not said violations occur within the proprietor(s)'s presence.
6. Causing, permitting, aiding, abetting, or concealing a violation of this Section 17.112.180 shall also constitute a violation of this Section 17.112.180. Accordingly, it is a violation of this Section 17.112.180 for any proprietor, employee, or any person having responsibility over the operation of a significant tobacco retailer to impede, obstruct, interfere with, or otherwise not to allow, the City to conduct an inspection, review or copy records, recordings, or documents required to be maintained by a significant tobacco retailer under this Section 17.112.180.
8. Violation of this Section 17.112.180 is hereby declared to be a public nuisance.
9. Violation of this Section 17.112.180 at any time may result in the modification or revocation of a Conditional Use Permit.
10. Violation of this Section 17.112.180 is subject to a civil action brought by the City Prosecutor or the City Attorney and is subject to an administrative fine as established by resolution of the City Council.
11. In addition to other remedies provided by this Section 17.112.180 or by other law, violation of this Section 17.112.180 may be remedied by a civil action brought by the City Attorney, including, for example, administrative

or judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief.

13. Violation of this Section 17.112.180 may, in the discretion of the City Prosecutor, be prosecuted as infractions or misdemeanors when the interests of justice so require.
14. For the purposes of remedies sought for any violation of this Section 17.112.180, the following shall constitute a separate violation of this Section 17.112.180: (a) each day on which a product is offered for sale in violation of this Section 17.112.180 or (b) each individual retail product that is distributed, sold, or offered for sale in violation of this Section 17.112.180.
15. The remedies provided by this Section 17.112.180 are cumulative and in addition to any other remedies available at law or in equity.
16. Whenever evidence of a violation of this Section 17.112.180 is obtained in any part through the participation of a person under the age of eighteen (18) years old, such a person shall not be required to appear or give testimony in any civil or administrative process brought to enforce this chapter and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented.

F. Promulgation of Regulations, Standards, and Other Legal Duties.

1. The City Council is authorized to establish any additional rules, regulations, and standards governing the issuance, denial, or renewal of significant tobacco retailer Conditional Use Permits and tobacco retailer's permit, the ongoing operation of significant tobacco retailers and the City's oversight, or concerning any other subject determined to be necessary to carry out the purposes of this Section 17.112.180.

SECTION 11. The City Council finds that the actions contemplated by this Ordinance are categorically exempt from the California Environmental Quality Act under Section 15061(b)(3), under the "Common Sense" exemption, because the Ordinance does not approve any development or construction and any future project would be subject to future CEQA reviews therefore no further action is required under CEQA.

SECTION 12. Any provision of the City Municipal Code or appendices thereto, inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, are hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 13. If any provision, section, paragraph, sentence, phrase, or word of this Ordinance is rendered or declared invalid, illegal, or unconstitutional by any final action in a court of competent jurisdiction or by reason of any preemptive legislation, such unconstitutionality, illegality or invalidity shall only affect such provision, section,

paragraph, sentence, phrase, or word and shall not affect or impair any remaining provisions, sections, paragraphs, sentences, phrases, or words, or the application of this Ordinance to any other person or circumstance, and to that end, the provisions hereof are severable. It is hereby declared to be the intention of the City Council that this Ordinance would have been adopted had such unconstitutional illegal or invalid provision, section, paragraph, sentence, phrase, or word not been included herein.

SECTION 14. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published in accordance with Section 36933 of the State Government Code, and shall cause this Ordinance and its certification, together with proof of the publication, to be entered in the Book of Ordinances of the City of El Monte.

SECTION 15. This Ordinance shall take effect thirty (30) days after its adoption pursuant to Section 36937 of the State Government Code.

Passed, Approved, and Adopted by the City Council of the City of El Monte at the regular meeting of this 8th day of April 2026.

Jessica Ancona, Mayor
City of El Monte

ATTEST:

Gabriel Ramirez, City Clerk
City of El Monte

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

I, Gabriel Ramirez, City Clerk of the El Monte, County of Los Angeles, State of California, do hereby certify that the foregoing Ordinance No. 3064 was introduced for a first reading on the 25th day of March 2026 and approved for a second reading and adopted by said Council at its regular meeting held on the 8th day of April 2026 by the following votes, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Gabriel Ramirez, City Clerk
City of El Monte



CITY OF EL MONTE

CITY CLERK'S OFFICE
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF APRIL 8, 2026

April 2, 2026

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

Dear Mayor and City Council:

**RECEIVE AND FILE THE CITY CLERK'S QUARTERLY LISTING OF CONTRACTS
FILED IN THE CITY CLERK'S OFFICE BETWEEN JANUARY 1, 2026 AND MARCH
31, 2026**

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Receive and file the Report.

BACKGROUND AND PURPOSE/JUSTIFICATION OR RECOMMENDED ACTION

In order to maintain appropriate records and adhere to recommendations made by the City of El Monte's (the "City") auditing firm, the City Attorney's Office, City Clerk's Office and Finance Department have been working together to ensure complete, accurate and transparent tracking of all contracts entered into by the City. This will include those contracts that are not approved by the City Council as they are under the \$30,000 threshold set forth in the City's purchasing policy.

The City Clerk's Office, with the assistance of the City Attorney's Office, prepared the attached list of contracts for the Third Quarter of FY 2025-2026 (January 1, 2026 through March 31, 2026). Each quarter the City Clerk's Office will be submitting for approval to the City Council a list of contracts that once approved will be published on the City's website for view and public record. A copy of all executed contracts must be submitted to the City Clerk's Office for official filing for the public record. Included with this Staff Report is the quarterly listing of contracts filed in the City Clerk's Office between January 1, 2026 and March 31, 2026 (Attachment 1). The list of contracts for the Third Quarter

of FY 2025-2026 includes the following information: (i) amount of contract; (ii) Department responsible for contract; (iii) starting date; and (iv) expiration and/or ending date.

STRATEGIC PLAN 2023 IMPLEMENTATION

The recommended action will further the City's Strategic Plan Goal 2: Enhance Financial Stability.

CONCLUSION

It is recommended that the City Council receive and file the list of Contracts approved by the City Council, City Manager and Department Heads and submitted to the City Clerk's Office during the period of January 1, 2026 through March 31, 2026.

Respectfully submitted,



ALMA K. MARTINEZ
City Manager



GRISELDA CONTRERAS
City Clerk Services Manager

Attachment:

1. List of Contracts

DATE: APRIL 8, 2026	
PRESENTED TO EL MONTE CITY COUNCIL	
<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	PULLED
<input type="checkbox"/>	RECEIVED AND FILE
<input type="checkbox"/>	CONTINUED
<input type="checkbox"/>	REFERRED TO
CHIEF DEPUTY CITY CLERK	

**LIST OF CONTRACTS APPROVED AND SUBMITTED TO THE OFFICE OF THE CITY CLERK
DURING THE PERIOD OF JANUARY 1, 2026 THROUGH MARCH 31, 2026
3rd Quarter FY 2025-2026**

CONTRACT	DESCRIPTION	DEPARTMENT/ DIVISION	EXECUTION DATE	EXPIRATION DATE	AMOUNT
Ju Fat LLC	Easement Deed for Non-Exclusive Easement for Public Storm Drain for 12114 Garvey Avenue, Tract No. 10645	PW	2/19/2025	-	-
Ju Fat LLC	Easement Deed for Non-Exclusive Easement for Public Storm Drain Together with Non-Exclusive Easement for Access Purposes or 12114 Garvey Avenue, Tract No. 10645	PW	2/19/2025	-	-
Matrix Audio Visual Designs, Inc.	First Amendment to Contract Services Agreement for Audio-Visual Upgrade for City Council Chambers, Closed Session Chambers, Lobby, and City Manager's Conference Room	CMO	5/1/2025	-	\$325,489.85
DNA Architecture Design, Inc.	Third Amendment to Professional Services Agreement for Design Services for Rehabilitation of the M Motel Homekey Site Located at 10024 Valley Boulevard	ED	6/6/2025	-	\$64,904
Townsend Public Affairs, Inc.	First Amendment to Professional Services Agreement for Legislative Advocacy and Grant Writing/Funding Advocacy	CMO	7/10/2025	6/30/2026	\$204,000
Horizon Mechanical Contractors of California	Contract Services Agreement for On Call Inspection, Maintenance, and Repair Services for Municipal Pool Systems	PW	11/10/2025	6/30/2026	\$120,000
Durfee Place, LLC	Subdivision Improvement Agreement Tentative Tract Map No. 84589	PW	11/12/2025	-	-
Rio Hondo Community College District	First Amendment to 2024 Memorandum of Understanding for Transit Incentive Program	PW	12/18/2025	6/30/2029	-
METRO	Letter of Agreement: Reconnecting Communities and Neighborhoods	PW	12/19/2025	12/31/2027	-
Care for the Children, dba CFTC Painting	Construction Contract for Citywide Curb Address Painting, CIP 096	PW	1/8/2026	-	\$175,007
Clean Harbors Environmental Services, Inc.	Second Amendment to Contract Services Agreement for Household Hazardous Waste Collection Program	PW	1/12/2026	9/27/2026	\$100,000
Alliance Group Protection Services, Inc.	Contract Services Agreement for On-Call As-Needed Event Security – Main Street	PW	1/15/2026	1/30/2026	\$50,000
HdL Coren & Cone	Professional Services Agreement for Property Tax Consulting Services	FIN	1/15/2026	6/30/2029	\$105,000
CWE	First Amendment to Professional Services Agreement for Garvey Avenue Grade Separation Drainage Improvement Project CIP No. 884	PW	1/22/2026	6/30/2026	-
Craftwater Engineering, Inc.	Third Amendment to Professional Services Agreement for Civil Design for Merced Avenue Stormwater Capture Project, CIP 089	PW	1/22/2026	-	\$98,398
DNA Overhead Doors, Inc.	First Amendment to Contract Services Agreement for On Call, As Needed Door and Gate Services	PW	1/22/2026	-	\$50,000
SSD Alarm	First Amendment to Contract Services Agreement for Installation/Monitoring of Security Alarm/Fire Alarm Systems for Police Department Facilities	PD	1/22/2026	-	\$105,845.15
Commercial and Industrial Roofing Company, Inc.	Construction Contract for Cypress Yard Roof Removal and Replacement Project, CIP 484	PW	1/28/2026	-	\$1,134,675
Municipal Maintenance Equipment, Inc.	Cooperative Equipment Procurement Agreement for Purchase of Bulk Solid Waste & Recycling Grapple Truck Equipment	PW	1/28/2026	-	\$227,493.49
Torres Consulting	Professional Services Agreement for Survey Gathering Consulting Services	CMO	1/28/2026	3/15/2026	\$29,163
Dakota Communications	Professional Services Agreement for Public Information & Communication Consulting Services	CMO	2/2/2026	7/2/2026	\$50,000
Next Day Animations	Professional Services Agreement for Animation Video/Publicity Campaign for SB1383	PW	2/10/2026	6/30/2026	\$27,718.50

**LIST OF CONTRACTS APPROVED AND SUBMITTED TO THE OFFICE OF THE CITY CLERK
DURING THE PERIOD OF JANUARY 1, 2026 THROUGH MARCH 31, 2026
3rd Quarter FY 2025-2026**

SWA Group, Inc.	First Amendment to Professional Services Agreement for Professional Design Services for the Pioneer Park Feasibility and Design Project, CIP No. 841	PW	2/12/2026	-	\$30,351
TKE Engineering, Inc.	Professional Services Agreement for Professional Construction Management & Inspection Services for the Construction of Zone 9 Street Improvement Project, CIP 071	PW	2/12/2026	6/30/2027	\$331,124
Bear Electrical Solutions, LLC	Fifth Amendment to Contract Services Agreement for Citywide Traffic Signal Preventative Maintenance	PW	2/12/2026	6/30/2026	\$122,000
Opal Fuels Station Services LLC	Contract Services Agreement for Preventative Maintenance Services for R-CNG Fueling Station	PW	2/12/2026	2/12/2029	\$132,480
RSG, Inc.	Third Amendment to Professional Services Agreement for On-Call Housing Consultant Services Including Underwriting Analysis for the Esperanza Village Affordable Housing and Mixed-Use Development Project	ED	2/12/2026	2/15/2027	\$100,000
Berxhoff Electric	Contract Services Agreement for On-Call As-Needed Electrician Services	PW	2/19/2026	6/30/2026	\$120,000
Johnson Controls, Inc.	Contract Services Agreement for City Buildings HVAC Planned Maintenance Services	PW	2/24/2026	6/30/2028	\$149,135
Select Electric, Inc.	Construction Contract for Pedestrian Safety Improvements Project Along Durfee Avenue and Garvey Avenue, CIP No. 070	PW	3/3/2026	-	\$884,097
Global Road Sealing, Inc.	Construction Contract for Pedestrian Safety Improvements Project Along Santa Anita Avenue and Pack Road, CIP No. 040	PW	3/3/2026	-	\$1,280,828
CJ Concrete Construction, Inc.	Construction Contract for Parkway Drive/Denholm Drive Traffic Calming Project CIP No. 001	PW	3/3/2026	-	\$7,904,046.35
Opal Fuels Station Services LLC	Second Amendment to Design-Build Contract Services Agreement for Design and Construction of Renewable Gas Fueling Station, CIP 010	PW	3/4/2026	6/30/2026	-
DNA Architecture Design, Inc.	Fourth Amendment to Professional Services Agreement for Design Services for Rehabilitation of the M Motel Homekey Site Located at 10024 Valley Boulevard	ED	3/5/2026	-	\$537,180



CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF APRIL 8, 2026

March 12, 2026

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

Dear Mayor and City Council:

**ADOPT A RESOLUTION DESIGNATING APRIL 23, 2026, AS THE 2026
COMMEMORATION OF ARBOR DAY IN THE CITY OF EL MONTE**

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt a Resolution approving the commemoration of Arbor Day.

PROJECT BACKGROUND/JUSTIFICATION OF RECOMMENDED ACTION

The City of El Monte (the "City") has been designated a Tree City USA community since 2012. The Tree City USA Program (the "Program") is sponsored by the Arbor Day Foundation in cooperation with the USDA Forest Service and the National Association of State Foresters. California Department of Forestry and Fire Protection (CAL FIRE) reviews and approves Tree City USA applications for municipalities in California. The Program provides direction, technical assistance, public attention, and national recognition for urban and community forestry programs in cities across America.

MAINTENANCE OF TREE CITY USA DESIGNATION

To qualify and maintain designation as a Tree City USA community, the City must meet four (4) standards established by the Arbor Day Foundation and the National Association of State Foresters. The four (4) standards are:

1. Form a Tree Board or Department: The Public Works Department manages the urban forest, maintains over 6,000 City-owned trees, and oversees the work performed by tree contractors. The Economic Development Department administers the City's Tree Protection and Preservation Ordinance and reviews development projects to ensure conformity with the City's Tree Protection and Preservation Ordinance and the Urban Forest Management Plan.

12.4

2. Create a Tree Care Ordinance: Urgency Ordinance No. 2791, entitled "Tree Protection and Preservation Ordinance," has been in effect since March 20, 2012.
3. Establish a Community Forestry Program with an annual budget of at least two (2) dollars per capita: The City spent approximately \$5.02 per capita on the urban forest program in Calendar Year 2025. The per capita total is calculated by the sum of all the expenses the City spends on the care of the urban forest divided by the City's population of 109,450. The expenses include City workers' salaries, contract tree services, consulting arborists, tree removals, tree purchases, planting, watering, tree planting partnership with TreePeople, equipment purchases, Arbor Day program, public education materials, and administrative time.
4. Celebrate an Arbor Day Observance and Proclamation: In 2025, the City Council proclaimed April 24, 2025, as Arbor Day in the City. The City celebrated both Arbor Day and Earth Day on April 24, 2025. The City held a tree planting ceremony at Main Street and gave away 150 fruit trees at the City's Farmers Market to celebrate Arbor Day/Earth Day 2025.

2025 APPLICATION FOR ANNUAL RECERTIFICATION

In December 2025, the City submitted the application for recertification for Tree City USA designation to the State Urban Forester of the California Department of Forestry and Fire Protection (CAL FIRE). The State Urban Forester reviewed and approved the City's application for recertification for calendar year 2025. In anticipation of recertification for Tree City USA designation for calendar year 2025, the City must continue to meet the four (4) standards. One (1) of the standards is to proclaim Arbor Day in the City and hold an Arbor Day Celebration in the 2026 calendar year.

Traditionally, Arbor Day activities are celebrated during California Arbor Week. The California State Assembly and Senate approved Resolution ACR 10 (Dickinson), establishing March 7-14 each year as California Arbor Week. The measure urges all California residents to observe the week with appropriate tree-planting activities and programs.

The City will be celebrating Arbor Day on April 23, 2026, at the City's Main Street Night Market. The celebration will consist of planting a specimen tree on Main Street and giving away fruit trees and shade trees at the City's Farmers Market.

FISCAL IMPACT

The cost for the Arbor Day Celebration tree planting ceremony will be roughly \$1,500 from the Tree Maintenance Materials & Supplies Account 100-67-687-4-0-62110-00000.

STRATEGIC PLAN 2023 IMPLEMENTATION

The recommended action will further the City's Strategic Plan Goals 4&6: Improve infrastructure/City Fleet and City-wide and Enhance Parks, Recreation, and Community Services.

CONCLUSION

It is recommended that the City Council adopt the attached Resolution (Attachment 1) proclaiming April 23, 2026, as Arbor Day in the City of El Monte.

Respectfully submitted,



ALMA K. MARTINEZ
City Manager



JERRY MORENO
Public Works and Utilities Director

Attachment(s):

Attachment 1 – Arbor Day Resolution

DATE: APRIL 8, 2026	
PRESENTED TO EL MONTE CITY COUNCIL	
<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	PULLED
<input type="checkbox"/>	RECEIVED AND FILE
<input type="checkbox"/>	CONTINUED
<input type="checkbox"/>	REFERRED TO
CHIEF DEPUTY CITY CLERK	

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EL MONTE, CALIFORNIA
COMMEMORATING APRIL 23, 2026 AS ARBOR
DAY**

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, the holiday called Arbor Day was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, the City of El Monte (the "City") has been designated a Tree City USA Community since 2012 by the Tree City USA Program (the "Program"); and

WHEREAS, the Program provides direction, technical assistance, public attention, and national recognition for urban and community forestry programs in cities across America; and

WHEREAS, to qualify and maintain designation as a Tree City USA Community, the City must meet four (4) standards established by the Arbor Day Foundation and the National Association of State Foresters; and

WHEREAS, one (1) of the standards requires the City to proclaim Arbor Day in the City and hold an Arbor Day Celebration in the 2026 calendar year.

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 hereby finds that the foregoing recitals are true and correct and incorporated into the body of this Resolution by this reference.

SECTION 2. The City Council hereby proclaims April 23, 2026, as ARBOR DAY in the City, and urges all citizens to celebrate Arbor Day and to support efforts to protect trees and woodlands.

SECTION 3. The City Council further urges all residents to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

SECTION 4. This Resolution shall take effect immediately 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 on this ____ day of _____, 2026.

Jessica Ancona, Mayor
City of El Monte

ATTEST:

Gabriel Ramirez, City Clerk
City of El Monte

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

I, Gabriel Ramirez, 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 meeting of said City held on this _____ day of _____ 2026, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Gabriel Ramirez, City Clerk
City of El Monte



CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF APRIL 8, 2026

March 12, 2026

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

Dear Mayor and City Council:

CONSIDERATION AND AUTHORIZATION TO ADVERTISE AND PUBLISH THE NOTICE INVITING BIDS FOR THE ZONE 9 STREET IMPROVEMENT PROJECT, CIP NO. 071

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize staff to advertise and publish the Notice of Inviting Bids (NIB) for the Zone 9 Street Improvement Project, CIP No. 071.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The scope of the Project includes pavement rehabilitation, the construction of curb ramps, repair of curb and gutter and sidewalk, utility appurtenance adjustments, and signing and striping enhancements. As part of the City's November 2022 Pavement Management Report, evaluations of ADA compliance, the 2022 Vision Zero Action Plan, and the 2020 Systematic Safety Analysis Report, Zone 9 was identified as an area of remediation to improve pedestrian accessibility and safety.

On August 8, 2023, City staff executed a work order with an on-call consultant, MNS Engineers, Inc. to prepare plans, specifications, and estimate (PS&E) for the Zone 9 Street Improvements Project. Public Works received 50% plans and estimate on November 3, 2023, followed by 80% PS&E on December 15, 2023. The 95% submittal was delivered on February 2, 2024, and the final 100% PS&E was completed on December 5, 2025.

Upon City Council approval, City staff will finalize the plans and specifications and advertise an NIB on PlanetBids and the City's website in accordance with the California Public Contract Code and the City's Purchasing Manual. Staff will review the bids to identify the bid responsible for the bidder that submits the lowest responsive bid and will recommend the award of construction contracts at a regularly scheduled City Council meeting.

FISCAL IMPACT

There is no fiscal impact associated with the release of the NIB.

STRATEGIC PLAN 2023 IMPLEMENTATION

The recommended action will further the City's Strategic Goal 4: Construct/Upgrade Public Facilities and Infrastructure.

CONCLUSION

It is recommended that the City Council consider and approve the plans and specifications and authorize the publication of the Notice of Inviting Bids for the Zone 9 Street Improvement Project, CIP No. 071.

Respectfully submitted,



ALMA K. MARTINEZ
City Manager

JERRY M. MORENO
Public Works & Utilities Director

DATE: APRIL 8, 2026
PRESENTED TO EL MONTE CITY COUNCIL
<input type="checkbox"/> APPROVED
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<input type="checkbox"/> PULLED
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CHIEF DEPUTY CITY CLERK



CITY OF EL MONTE

CITY MANAGER'S OFFICE
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF APRIL 8, 2026

March 18, 2026

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 RESOLUTION AUTHORIZING
SUBMITTAL OF STATE WATER RESOURCES CONTROL BOARD, CLEAN WATER
STATE REVOLVING FUND GRANT APPLICATION FOR THE PLANNING, DESIGN,
AND CONSTRUCTION OF THE SEPTIC-TO-SEWER CONVERSION PROJECT**

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve the attached Resolution authorizing submittal of a grant application from the State Water Resources Control Board, Clean Water State Revolving Fund (CWSRF) for a financing agreement for planning, design, and construction of the Septic-to-Sewer Conversion Project (Project); and designating the City Manager, or designee, as the Authorized Representative to execute all necessary documents; and
2. Approve the Notice of Exemption (NOE) for the planning and design of the Project and directing staff to file it with the Los Angeles County Registrar Recorder's Office.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City is seeking financial assistance under the CWSRF Program to complete planning, design, and construction for implementing the Project to connect existing onsite sewage treatment systems (OSTSs) to a centralized municipal sewer system. These activities include preparation of final engineering designs, environmental documentation, and permitting necessary to achieve construction readiness. Implementation of this Project will protect public health, improve both groundwater and surface water quality, and enhance long-term environmental sustainability and resilience within the community.

12.6

The project area has been identified as both a Disadvantaged Community (DAC) and a high-nitrate risk zone, as designated by the Safe and Affordable Funding for Equity and Resilience (SAFER) Drinking Water Program Risk Map (Attachment 1). Elevated nitrate concentrations in the underlying groundwater indicate potential contamination, demonstrating the need for a centralized public sewer system.

The proposed Project for the City is anticipated to serve an estimated population of 128 residents by adding 32 new residential connections to the public wastewater collection system. Wastewater generated within the project area will be conveyed through newly constructed sewer mains and private lateral connections that will integrate with the City's existing sewer infrastructure. This integration will provide centralized wastewater collection, thereby enhancing long-term system reliability, operational efficiency, and environmental protection through the utilization of established regional infrastructure.

CWSRF requires each applicant to adopt a Resolution identifying the job titles of the authorized to sign all grant-related documents necessary to secure funds and implement approved projects as well as specifying the time period during which the authorizations are valid. Adoption of the attached Resolution will formally authorize the City Manager, or designee, to execute all required grant documents, including applications, agreements, amendments, payment requests, and reports.

Pursuant to the guidelines of the California Environmental Quality Act (CEQA), this Planning and Design Phase of the Project is categorically exempt under Title 14 of the California Code of Regulations, Section 15301, Class 1(b) exemption for replacement of public utility services. The CEQA Notice of Exemption is included as Attachment 3.

FISCAL IMPACT/FINANCING

The Program will reimburse the City an estimated amount of \$700,000 for the planning/design phase of the Project. Once the planning/design phase is completed, staff plans to apply for a grant for the construction phase for a project grant total of \$5.7 million. There are no additional fiscal impacts associated with adopting the Resolution.

STRATEGIC PLAN 2023 IMPLEMENTATION

The recommended action will further the City's strategic Goal 4:

- Improve Infrastructure/city Fleet and City wide sustainability.

HONORABLE MAYOR AND CITY COUNCIL
MARCH 18, 2026
PAGE 3

CONCLUSION

Approval of this Resolution will allow the City to submit applications for grant funds to support planning, design, and construction of Septic-to-Sewer Conversion Project.

HONORABLE MAYOR AND CITY COUNCIL
MARCH 18, 2026
PAGE 4

Respectfully submitted,



ALMA K. MARTINEZ
City Manager



JERRY M. MORENO
Public Works and Utilities Director

Attachment 1: Project Area Map

Attachment 2: Resolution Authorizing Submittal of Grant Application to Septic-to-Sewer
Conversion Project.

Attachment 3: CEQA NOE

DATE: APRIL 8, 2026
PRESENTED TO EL MONTE CITY COUNCIL
<input type="checkbox"/> APPROVED
<input type="checkbox"/> DENIED
<input type="checkbox"/> PULLED
<input type="checkbox"/> RECEIVE AND FILE
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CHIEF DEPUTY CITY CLERK

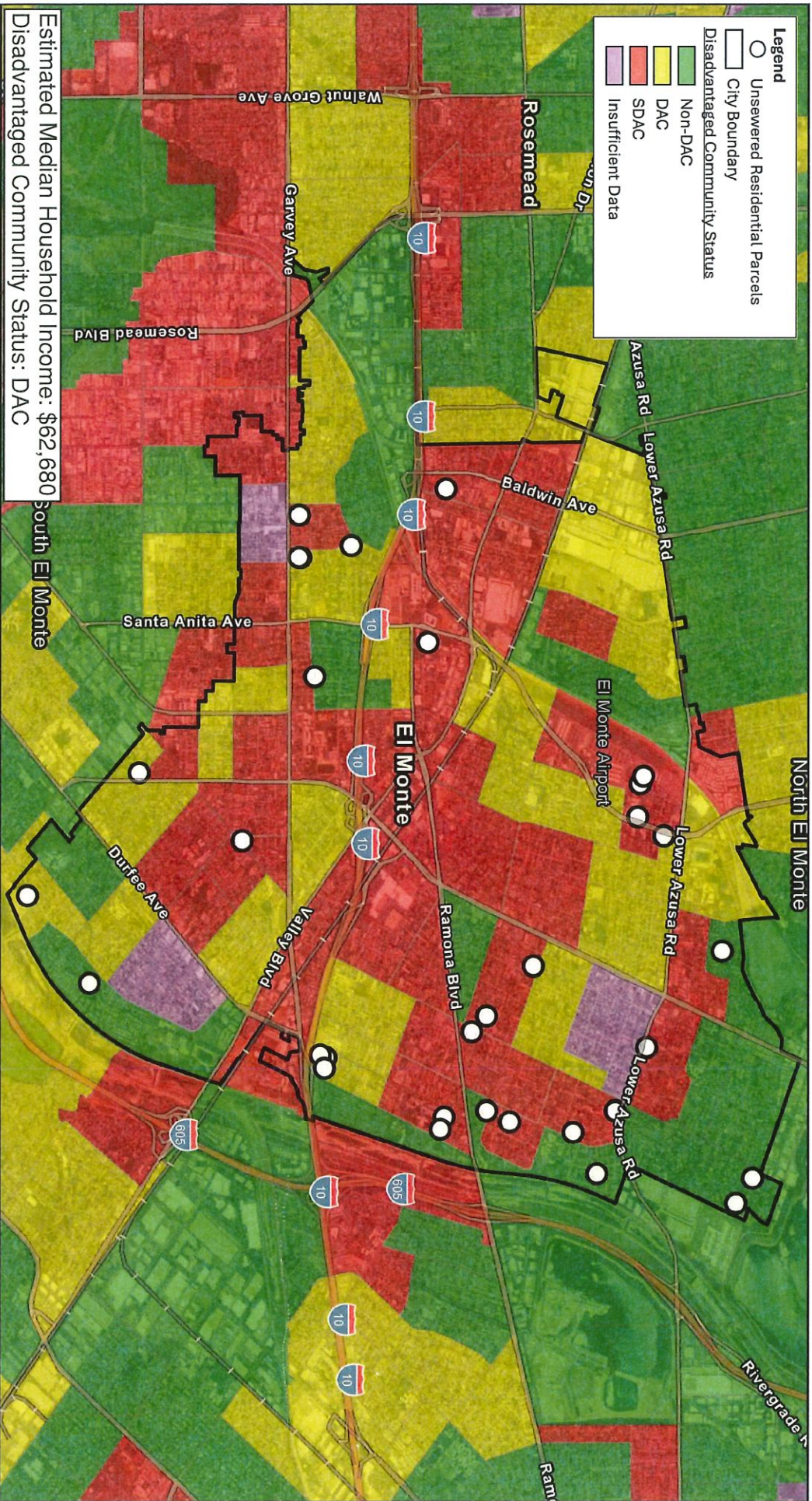


CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

ATTACHMENT 1

PROJECT AREA MAP



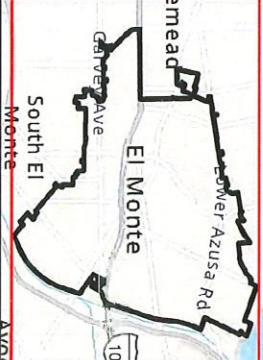
Legend

- Unsewered Residential Parcels
- ▭ City Boundary
- Disadvantaged Community Status
 - Non-DAC
 - DAC
 - SDAC
 - Insufficient Data

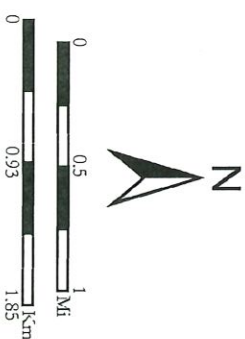
Estimated Median Household Income: \$62,680
 Disadvantaged Community Status: DAC

City of El Monte Area

Source: Esri, GA, USGS, Source: Esri, Vantor, Earthstar Geographics, and the
 Sources: Esri, community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, ©
 contributors, ap contributors, and the GIS User Community



2026





CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

ATTACHMENT 2

RESOLUTION AUTHORIZING SUBMITTAL OF GRANT APPLICATION TO SEPTIC- TO-SEWER CONVERSION PROJECT

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE AUTHORIZING THE SUBMISSION OF A FINANCIAL ASSISTANCE APPLICATION FOR A FINANCING AGREEMENT FROM THE STATE WATER RESOURCES CONTROL BOARD OF THE PLANNING, DESIGN, AND CONSTRUCTION OF A SEPTIC-TO-SEWER CONVERSION PROJECT

WHEREAS, the State of California has developed a wastewater consolidation program that provides funding for areas of known groundwater contamination, grouping of onsite sewer treatment systems (“OSTS”) and are within State Guidelines for Disadvantaged Communities (“DAC”); and

WHEREAS, the City of El Monte (“City”) wish to apply for such State funding to help fund the planning, design, and construction of a Septic-to-Sewer Conversion Project in the City; and

WHEREAS, the State Water Resources Control Board provides financial assistance for projects like the one contemplated by City.

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 Manager (the “Authorized Representative”) or designee is hereby authorized and directed to sign and file, for and on behalf of the City of El Monte (“Entity”) a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of a Septic-to Sewer Conversion Project (the “Project”).

SECTION 2. This Authorized Representative, or designee, is authorized and designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

SECTION 3. The Authorized Representative, or his/her designee, is authorized and designated to represent the Entity in carrying out the Entity’s responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

SECTION 4. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify as to the passage and adoption of this

Resolution and shall cause the same to be published or posted in the manner required by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at the regular meeting of this 8th day of April, 2026.

Jessica Ancona, Mayor
City of El Monte

ATTEST:

Gabriel Ramirez, City Clerk
City of El Monte

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

I, Gabriel Ramirez, 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 8th day of April, 2026 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Gabriel Ramirez, City Clerk
City of El Monte



CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

ATTACHMENT 3

CEQA NOE

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Los Angeles
12400 E. Imperial Hwy
Norwalk, CA 90650

From: (Public Agency): City of El Monte
Public Works Department
11333 Valley Boulevard, El Monte, CA 91731

(Address)

Project Title: The Planning and Design of the Septic-to-Sewer Conversion Project

Project Applicant: City of El Monte

Project Location - Specific:
City wide

Project Location - City: El Monte Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:

Application for State Water Resources Control Board, Clean Water State Revolving Fund (CWSRF) for a financing agreement for planning, design, and construction of the Septic-to-Sewer Conversion Project



Name of Public Agency Approving Project: City of El Monte

Name of Person or Agency Carrying Out Project: City of El Monte

Exempt Status: **(check one):**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: Section 15301 Class 1 (b)
- Statutory Exemptions. State code number: _____

Reasons why project is exempt:

This project is exempt due to it being a planning and design phase of project with no modifications

Lead Agency
Contact Person: Jerry Moreno Area Code/Telephone/Extension: 626 580-2058

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: Public Works Director

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____



CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF APRIL 8, 2026

March 18, 2026

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

Dear Mayor and City Council:

CONSIDERATION AND AUTHORIZATION FOR THE CITY MANAGER TO EXERCISE THE SALE AND/OR OTHERWISE DISPOSE OF CITY PROPERTY IN THE FORM OF THE PUBLIC WORKS MAINTENANCE DIVISION VEHICLES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and authorize the City Manager to exercise the sale and/or otherwise dispose of City property in the form of the Public Works Maintenance Division vehicles.

BACKGROUND

The Public Works Department is responsible for the maintenance and replacement of all fleet vehicles and equipment. Staff has inventoried all vehicles and equipment and compiled a list of eligible items for disposition including 18 vehicles.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Pursuant to the El Monte Municipal Code Section 3.24.090, the City Manager, with approval from the City Council, has authorization to sell or otherwise dispose of supplies, materials, and equipment which cannot be used by any Department, Division, or for City use. Disposition may also include some form of recycling or reuse, or some form of donation, which may include City property that has no commercial value or for which the costs for maintenance, care, or storage exceed the cost of sales.

Staff recommends that the vehicles listed in Attachment 1 be sold at a public auction.

FISCAL IMPACT/FINANCING

There is no fiscal impact to the General Fund. The proceeds from the sale or disposal of the listed vehicles will be deposited into the appropriate account based on the original funding source(s) for the purchase of the vehicles. The Finance Department will assist with this determination.

STRATEGIC PLAN 2023 IMPLEMENTATION

The recommended action will further the City's Strategic Plan Goal 4: Improve Infrastructure/City Fleet and City-Wide Sustainability.

CONCLUSION

It is recommended that City Council authorize the City Manager to exercise the sale and/or otherwise dispose of City property in the form of the Public Works Maintenance Division vehicles and equipment.

Respectfully submitted,



ALMA K. MARTINEZ
City Manager



JERRY M. MORENO
Public Works & Utilities Director

Attachment 1: Vehicle Disposition List

DATE: APRIL 8, 2026
PRESENTED TO EL MONTE CITY COUNCIL
<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> PULLED <input type="checkbox"/> RECEIVE AND FILE <input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
CHIEF DEPUTY CITY CLERK



CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

ATTACHMENT 1

VEHICLE DISPOSITION LIST

Vehicle ID#	Year	Make & Model	VIN No.	License Plate
ED-11	2008	Toyota Prius	JTDKB20U683355928	1329966
ED-13	2009	Chevrolet Malibu	1G1ZF57539F112248	1561374
PW-15	1983	Ford F-8000	1FDYR80U8CVA08487	E441652
PW-164	1999	Chevrolet S10	1GCCS19X3XK203279	1035852
PW-168	2004	Ford Crown Vic	2FAFP71W04X116488	1168675
PW-169	1996	Chevrolet 2500	1GCGC24ROTE210583	286733
PW-66	1989	Ford F-700	1FDPK7P1KVA18761	E331690
PW-69	1988	Ford F-700	1FDXK74A8KVA18761	E209676
PW-73	2008	Chevrolet 3500	1GBJC34K08E193567	1279105
PW-77	1989	Ford F-600	1FDNK64P7KVA60613	E284723
PW-82	1988	Peterbilt Dump	1XPZH8X2JD703194	E087936
PW-90	1991	Ford F-600	1FDNK62P3MVA26898	E347982
PW-93	1982	Ford F-8000	1FDYW80U4VA09564	E775484
PW-126	1989	Ford F150	1FTEF15Y2KLB16455	340867
TRANS	1996	Chevrolet Astro Van	1GNDM19W3TB155342	E031279
TRANS	2008	Glaval Titan	1GDE5V1G18F418295	1268690
TRANS	1990	El Dorado National	4CDB5XG23L2102314	E338289
TRANS	1999	Honda Civic	1HGEN1647XL000319	1040936



CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF APRIL 8, 2026

March 18, 2026

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 CONSTRUCTION CONTRACT WITH H2M CONSTRUCTION, INC. FOR THE EL MONTE AQUATIC CENTER WATER SLIDE REPLACEMENT, CIP 083, FOR A NOT-TO-EXCEED AMOUNT OF \$989,183.00

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve a Construction Contract with H2M Construction, Inc. for the El Monte Aquatic Center Water Slide Replacement, CIP 083 (the "Project") for a not-to-exceed amount of \$989,183.00 which includes a Contract amount of \$953,000.00, plus a contingency of \$36,183.00;
2. Consider and approve the appropriation from Measure PC to Project Account Number (222-51-511-2-0-82210-00000) in the amount of \$275,000.00; and
3. Authorize the City Manager, or her designee, to execute the Construction Contract with H2M Construction, Inc.

BACKGROUND

The City initiated a formal bidding process to procure construction services for the subject Project on April 17, 2025. To facilitate providing clarification regarding the contract documents to prospective contractors, staff held one (1) mandatory pre-bid meeting on April 24, 2025. A total of 11 contractors attended the mandatory pre-bid meeting. On May 15, 2025, the City Clerk's Office received four (4) sealed bids. The lowest three (3) bids

were found to be nonresponsive and the last bid, in the amount of \$1.34M, exceeded the available project budget.

At the City Council meeting on July 9, 2025, the City Council rejected all bids for the Project and authorized staff to advertise separate Notices Inviting Bids, one (1) to procure and deliver the pool slide and tower and another for the remaining scope of work.

At the City Council meeting on September 10, 2025, the City Council executed a cooperative purchasing agreement with Vortex USA Inc. for the purchase and fabrication of the El Monte Aquatic Center Water Slide and Tower in the amount of \$257,610.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On February 12, 2026, staff released a Notice Inviting Bids (NIB) via PlanetBids to solicit qualified contractors. Addendum No. 1 was also published to include stamped and signed structural plans, the latest Federal Wage Determination from SAM.gov, and to provide responses to questions needing clarification.

On March 12, 2026, staff opened and reviewed the bids. The City received one (1) sealed bid as follows:

<i>Contractor</i>	<i>Total Bid</i>
<i>H2M Construction, Inc.</i>	<i>\$953,000.00</i>

H2M Construction, Inc. was determined to be the responsible and responsive bidder.

H2M Construction, Inc. has completed similar projects for various Southern California local agencies.

Due to funding requirements, the project is scheduled for completion by Summer 2026. To meet this obligation, it is staff's recommendation to award a Construction Contract to the lowest responsive and responsible bidder – H2M Construction, Inc. for a not-to-exceed amount of \$953,000.00.

Upon City Council approval of the recommended actions, staff will coordinate with H2M Construction, Inc. to ensure the Project is completed within the prescribed budget and schedule as depicted in the contract documents.

FISCAL IMPACT

The total construction funding budget is \$1,020,260. The estimated Project expenses and funding source are shown in the detailed Project Budget Summary (Attachment 2).

HONORABLE MAYOR AND CITY COUNCIL

MARCH 18, 2026

PAGE 3

Appropriation from Measure PC to Project Account Number 222-51-511-2-0-82210-00000 in the amount of \$275,000.00 is necessary to cover the total construction improvements.

STRATEGIC PLAN 2023 IMPLEMENTATION

This recommendation supports the City's Strategic Goal 4: Improve Infrastructure/City Fleet and City-Wide Sustainability, by enhancing operational efficiency and maintaining critical public safety services that support community well-being.

CONCLUSION

Staff recommends that the City Council approve a Construction Contract with H2M Construction, Inc. for the El Monte Aquatic Center Water Slide Replacement, CIP 083, for a total not-to-exceed amount of \$989,183.00, and authorize the City Manager, or her designee, to execute the agreement.

HONORABLE MAYOR AND CITY COUNCIL

MARCH 18, 2026

PAGE 4

Respectfully submitted,



ALMA K. MARTINEZ

City Manager



JERRY M. MORENO

Public Works & Utilities Director

Attachments:

Attachment 1 – Project Location Map

Attachment 2 – Project Budget

Attachment 3 – H2M Construction, Inc. Construction Bid

Attachment 4 – Construction Contract

DATE: APRIL 8, 2026
PRESENTED TO EL MONTE CITY COUNCIL
<input type="checkbox"/> APPROVED
<input type="checkbox"/> DENIED
<input type="checkbox"/> PULLED
<input type="checkbox"/> RECEIVE AND FILE
<input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
CHIEF DEPUTY CITY CLERK



CITY OF EL MONTE

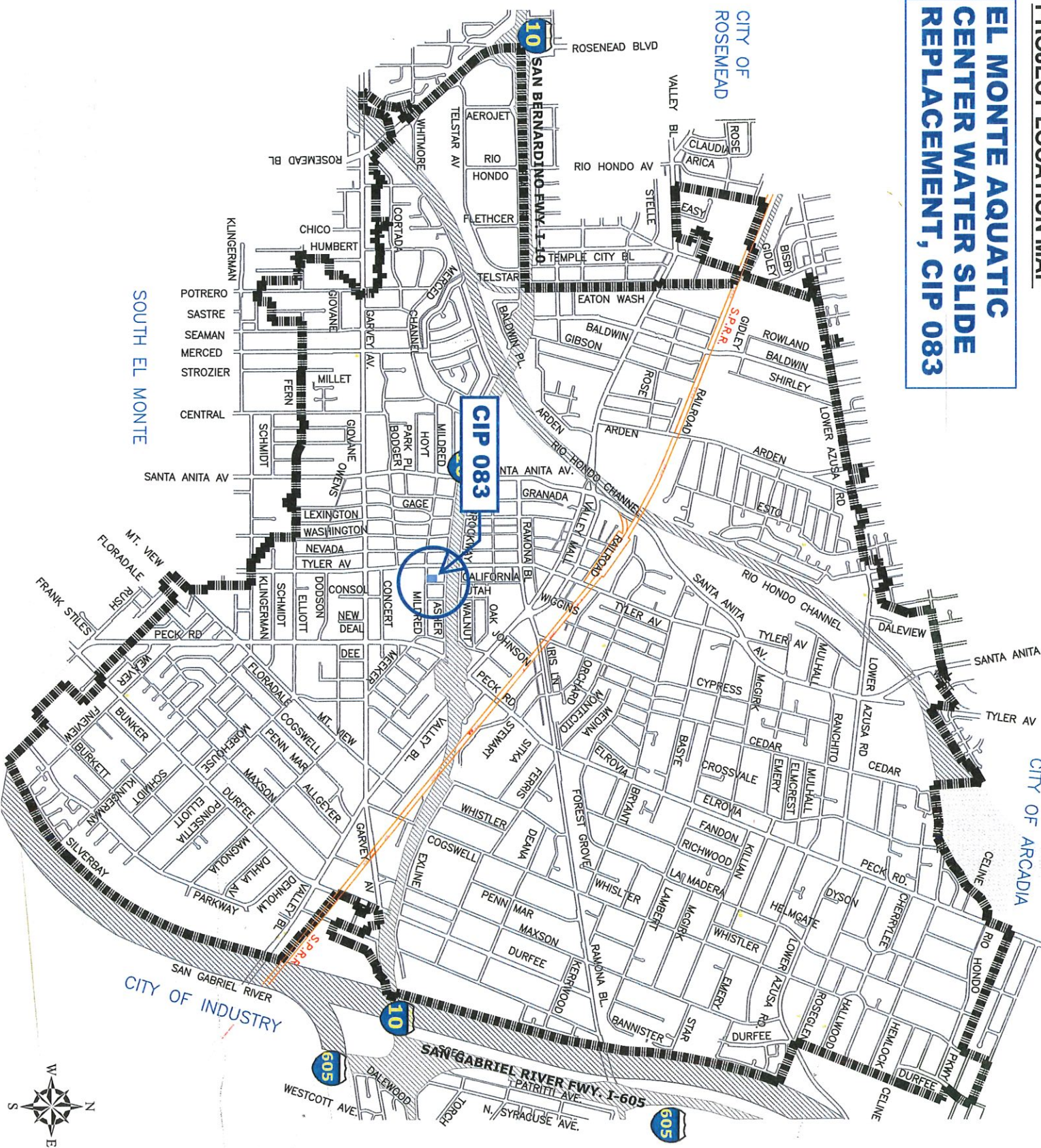
PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

ATTACHMENT 1

LOCATION MAP

PROJECT LOCATION MAP

EL MONTE AQUATIC CENTER WATER SLIDE REPLACEMENT, CIP 083





CITY OF EL MONTE
 PUBLIC WORKS DEPARTMENT
 CITY COUNCIL AGENDA REPORT

ATTACHMENT 2
PROJECT BUDGET SUMMARY

EL MONTE AQUATIC CENTER WATER SLIDE REPLACEMENT, CIP NO. 083

ESTIMATED PROJECT BUDGET	
Funding Category	Allocated Project Budget
CDBG (220-68-677-4-0-82210-P0083)	\$1,020,260.00
Additional funds to be appropriated from Measure PC (222-51-511-2-0-82210-00000)	\$250,000.00
TOTAL FUNDING BUDGET	\$1,270,260.00

ESTIMATED PROJECT EXPENSES	
Project Activity	Project Budget
Design of Foundation Plans	\$48,467.00
Water Slide and Tower Procurement	\$257,610.00
Construction	\$953,000.00
Construction Contingency	\$11,183.00
TOTAL PROJECT BUDGET	\$1,270,260.00



CITY OF EL MONTE
PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

ATTACHMENT 3

H2M CONSTRUCTION, INC. BID

**BIDDER'S CHECKLIST
MUST BE TURNED IN WITH BID**

All items on the Bidder's Checklist must be initialed, dated and submitted for the Proposal to be considered complete. City reserves the right to award a Contract in a manner and on the basis which will best serve the City, taking into consideration the information in the statement of Bidder's qualifications and past work history with the City. The Bidder's attention is especially called to the following forms which must be executed in full as required:

1. a) **PROPOSAL - BID SCHEDULE**

A completely filled out Bid Schedule must be turned in as a printed or PDF copy in addition to any requirements of the City's electronic bid uploads. The unit prices bid must be shown in the space provided. The total bid price must be shown in the space provided.

Initial: S.G.

Date: 03-12-2026

b) **PROPOSAL SIGNATURE SHEET**

To be filled in and signed by the Bidder. Failure to sign the Bid Schedule may result in a non-qualified bid.

Initial: S.G.

Date: 03-12-2026

2. **BID SECURITY ACCOMPANYING BID**

The bid bond is to be executed by the Bidder and the surety company unless bid is accompanied by cash or certified check. The amount of this bond shall be not less than ten percent (10%) of the total amount bid and may be shown in dollars or on a percentage basis.

The original bid security shall be submitted to the City Clerk prior to the bid opening date and the amount delivered that is date time stamped and signed for by the City Clerk with other copies of the bid documents. Certified Mail will be required. A copy of the proof of delivery shall be submitted with the bid package by the bid opening date.

Initial: S.G.

Date: 03-12-2026

3. **NON-COLLUSION DECLARATION**

A Non-Collusion Declaration must be filled out, signed, notarized, and submitted with the bid proposal for the bid documents to be considered complete.

Initial: S.G.

Date: 03-12-2026

4. **DEBARMENT / SUSPENSION CERTIFICATE**

A Debarment / Suspension Certificate must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete.

Initial: S.G.

Date: 03-12-2026

5. **STANDARD TITLE VI / NON-DISCRIMINATION ASSURANCES**

A Standard Title VI / Non-Discrimination Assurances must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete.

Initial: S.S.

Date: 03-12-2026

6. **EXPERIENCE / QUALIFICATIONS**

A statement of the Bidder's Experience & Qualifications must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete. Failure to fill in and sign the City's Experience/Qualification Form may result in a non-qualified bid.

Initial: S.S.

Date: 03-12-2026

7. **DESIGNATION OF SUBCONTRACTORS**

A Designation of Subcontractors and Subcontractors Workers Classifications Form must be filled out, signed, notarized and submitted with the bid proposal for the bid documents to be considered complete.

Initial: S.S.

Date: 03-12-2026

8. **INSURANCE**

The insurance requirements for this project have been read and understood.

Initial: S.S.

Date: 03-12-2026

7. **SITE VISIT**

The Bidder certifies that it has toured the project site and is familiar with the work involved.

Initial: S.S.

Date: 03-12-2026

8. **C&D SOLID WASTE HAULER**

The Bidder acknowledges that the fees, charges and other costs of the City's duly authorized and duly franchised construction and demolition waste hauler are factored into the bid.

Initial: S.S.

Date: 03/12/2026

9. **PERFORMANCE AND PAYMENT BONDS**

The Bidder understands that a performance bond issued by an approved surety equaling one hundred percent (100%) of the Contract amount will be required. A payment bond equaling one hundred percent (100%) of the Contract amount will also be required.

Initial: S.S.

Date: 03/12/2026

10. **WORK SCHEDULE**

The City makes no guarantee as to the method of work chosen by the Bidder. It is the Bidder's responsibility to plan and schedule the work in order to complete the work in the time specified in the Special Provisions.

Initial: S. G.

Date: 03/12/2026

11. ADDENDA

The Bidder acknowledges that it must sign and attach any applicable addenda to the bid proposal.

Initial: S. G.

Date: 03/12/2026

12. WORKER'S COMPENSATION

The Bidder acknowledges that Worker's Compensation Insurance will be required for this project.

Initial: S. G.

Date: 03-12-2026

13. FEDERAL FORM – WORKER'S COMPENSATION CERTIFICATION

The Bidder acknowledges that it must sign and attach Exhibit 6 - Worker's Compensation Certification to the bid proposal.

Initial: S. G.

Date: 03-12-2026

14. FEDERAL FORM – LIST OF PROPOSED SUBCONTRACTORS OR SUB-TIER CONTRACTORS

The Bidder acknowledges that it must sign and attach Exhibit 7 – List of Proposed Subcontractors or Sub-Tier Contractors to the bid proposal.

Initial: S. G.

Date: 03-12-2026

15. FEDERAL FORM – CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION

The Bidder acknowledges that it must sign and attach Exhibit 8 – Certification of Understanding and Authorization to the bid proposal.

Initial: S. G.

Date: 03-12-2026

16. FEDERAL FORM – REQUEST FOR ADDITIONAL CLASSIFICATION AND RATE

The Bidder acknowledges that it must sign and attach Exhibit 9 – Request for Additional Classification and Rate to the bid proposal.

Initial: S. G.

Date: 03-12-2026

17. **FEDERAL FORM – NON-SEGREGATED FACILITIES CERTIFICATION**

The Bidder acknowledges that it must sign and attach Exhibit 10 – Non-Segregated Facilities Certification to the bid proposal.

Initial: S. G.

Date: 03-12-2026

18. **FEDERAL FORM – PAST PERFORMANCE CERTIFICATION**

The Bidder acknowledges that it must sign and attach Exhibit 11 – Past Performance Certification to the bid proposal.

Initial: S. G.

Date: 03-12-2026

19. **FEDERAL FORM – NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY**

The Bidder acknowledges that it must sign and attach Exhibit 12 – Notice of Equal Employment Opportunity to the bid proposal.

Initial: S. G.

Date: 03-12-2026

20. **FEDERAL FORM – MINORITY AND WOMEN'S BUSINESS ENTERPRISE TIERED COMPLIANCE PLAN**

The Bidder acknowledges that it must sign, notarize, and attach Exhibit 13 – Minority and Women's Business Enterprise Tiered Compliance Plan to the bid proposal.

Initial: S. G.

Date: 03-12-2026

21. **FEDERAL FORM – FEDERAL LOBBYIST CERTIFICATION**

The Bidder acknowledges that it must sign and attach Exhibit 14 – Federal Lobbyist Certification to the bid proposal.

Initial: S. G.

Date: 03-12-2026

22. **FEDERAL FORM – SECTION 3 BUSINESS CONCERN SELF-CERTIFICATION**

The Bidder acknowledges that it must sign and attach Exhibit 15 – Section 3 Business Concern Self-Certification to the bid proposal.

Initial: S. G.

Date: 03-12-2026

BID PROPOSAL

MUST BE COMPLETELY FILLED OUT, SIGNED, AND TURNED IN WITH BID OR BID MAY BE DEEMED NON-RESPONSIVE

Proposal to: City of El Monte, Public Works Department
c/o Office of the City Clerk via Planet Bids
El Monte City Hall - East
11333 Valley Boulevard, El Monte, California 91731

The undersigned Bidder hereby proposes to furnish and deliver all necessary labor, tools, equipment, and other means of construction to perform the work required for the completion of the project entitled **EL MONTE AQUATIC FACILITY WATER SLIDE REPLACEMENT, CIP 083 Project** in accordance with the intent of all plans, specifications, and addenda issued by the City of El Monte, Public Works Department prior to the opening of the bid proposals.

Bidder has read the accompanying instructions to Bidders, has carefully examined the location(s) of the proposed work, and has examined all Contract Documents, drawings and addenda issued by the City and will contract with the City to construct the project, complete and in satisfactory condition.

The Bidder further agrees to complete all work required under the Contract within seventy (70) working days from the date designated in the Notice to Proceed, and to accept in full payment therefore the price indicated on the Bid Schedule. The terms "working days" or "work days" means any day of the week, excluding Saturday, Sunday and any federally observed holiday.

The Bidder acknowledges that it understands that a waiting period from time of bid opening until award may be ninety (90) calendar days during which time Bidder may not withdraw its bid. The Bidder further acknowledges that it has adjusted its bid price to include all possible items which may influence the proposal during the waiting period. Requests for bid price change due to the delay shall not be agreed to by the City.

The undersigned has completed the Bid Schedule and provided a total Bid Amount in figures and words for the Bid Schedule.

Company Name: H2M CONSTRUCTION ICN

Bidder's Name (Printed): Sherif Gerges

Bidder's Title: president

Bidder's Signature:  _____

Date: 03-12-2026

Address: 8250 Via Carrillo, Rancho Cucamonga, CA91730

Phone Number: (626) 343-8866

Contractor's License Number: 1016007

Classification: A,B

Expiration Date: 07-31-2026

BID SCHEDULE

MUST BE COMPLETELY FILLED OUT, SIGNED, AND TURNED IN WITH BID OR BID MAY BE DEEMED NON-RESPONSIVE

BID SCHEDULE: EL MONTE AQUATIC CENTER WATERSLIDE REPLACEMENT CIP 083					
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE IN FIGURES	BID ITEM TOTAL (IN FIGURES)
1	1	LS	Mobilization, Demobilization, Builders Risk Insurance & Cleanup (NTE 10%)	\$ 84,000	LS \$ 84,000
2	1	LS	Excavation Safety Measures	\$ 10,000	LS \$ 10,000
3	1	LS	Temporary Erosion Control / SWPPP	\$ 4,500	LS \$ 4,500
4	1	LS	Soil Compaction /Concrete Testing	\$ 15,000	LS \$ 15,000
5	1	LS	Construction Survey	\$ 5,000	LS \$ 5,000
6	1	N/A	CMIS Software(No charge to use)	N/A	N/A \$
7	40	CY	Demo Existing 6" Concrete Slab	\$ 2,000	CY \$ 80,000
8	1	LS	Demo Existing Waterslide and Tower	\$ 80,000	LS \$ 80,000
9	1	LS	Demo Existing Concrete Foundation Pedestals and Footings	\$ 120,000	LS \$ 120,000
10	1	LS	Removal and salvage existing light pole	\$ 10,000	LS \$ 10,000
11	42	LF	Demo existing trench drain	\$ 250	LF \$ 10,500
12	5	EA	Removal and salvage existing surface drains, protect drain pipe	\$ 1,000	EA \$ 5,000
13	1	LS	Demo existing knife foundation on slide, protect pool	\$ 20,000	LS \$ 20,000
14	1	LS	Remove and dispose of existing 8" above ground waterslide pump return line	\$ 7,000	LS \$ 7,000
15	1	LS	Partial Demo at Existing Pool Wall/Slide Entry	\$ 11,000	CY \$ 11,000
16	40	CY	Construct concrete slab	\$ 3,000	CY \$ 120,000
17	1	LS	Construct Foundation pedestals and footings for waterslide	\$ 160,000	LS \$ 160,000
18	1	LS	Install knife foundation for waterslide	\$ 20,000	LS \$ 20,000
19	1	LS	Transporting new waterslide and Tower	\$ 10,000	LS \$ 10,000
20	1	LS	Install new waterslide and Tower	\$ 120,000	LS \$ 120,000
21	1	LS	Construct light pole foundation and reinstall Light Pole	\$ 10,000	LS \$ 10,000
22	42	LF	Install new trench drain	\$ 500	LF \$ 21,000
23	5	EA	Install surface drains and connect to existing drain pipe	\$ 2,000	EA \$ 10,000

24	20	LF	Install new 8" waterslide pump return line	\$250	EA	\$ 5,000
25	1	LS	Install new tile and finish recessed slab at pool entry	\$ 15,000	EA	\$ 15,000
TOTAL BID SCHEDULE IN FIGURES (Bid Item No. 1-25)						\$ 953,000.00
TOTAL BID SCHEDULE IN WORDS (Bid Item No. 1-25) nine hundred and fifty three thousand dollars						

BID SECURITY

MUST BE COMPLETELY FILLED OUT, SIGNED, NOTORIZED, AND TURNED IN WITH BID OR BID MAY BE DEEMED NON-RESPONSIVE

THAT WE, THE UNDERSIGNED, H2M CONSTRUCTION INC, as principal; and Developers Surety and Indemnity Company, as Surety, are hereby held and bound unto the CITY OF EL MONTE, hereinafter "City", in the sum of Ten Percent of Total * dollars (\$ 10% of Bid), which sum is equal to at least ten percent (10%) of the total amount of the bid for the work, payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

* Amount Bid

The condition of the above obligation is such that whereas the Principal has submitted to the City a certain Bid, attached hereto and made a part hereof, to enter into a Contract, in writing, for the construction of: **EL MONTE AQUATIC CENTER WATER SLIDE REPLACEMENT, CIP 083 Project.**

NOW, THEREFORE,

- a) If the Bid is rejected, or in the alternative,
- b) If the Bid is accepted and the Principal shall sign and deliver a Contract, in the form of a Contract attached hereto (all completed in accordance with said Bid and Contract), and shall in all other respects perform the agreement created by the acceptance of said Bid;

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the City may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this 5th day of March, 2026, the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

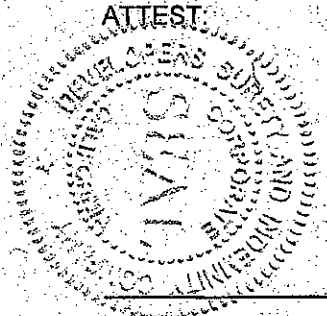
Sherif Gerges Affix
 (Individual Principal)
8250 Via Carrillo, Rancho Cucamonga, CA 91730
 (Address) (Business Address)

Sherif Gerges
 (Individual Principal)
8250 Via Carrillo, Rancho Cucamonga, CA 91730
 (Address) (Business Address)

H2M CONSTRUCTION INC
 (Corporate Principal)
8250 VIA CARRILLO, RANCHO CUCAMONGA, CA 91730
 (Business Address)

Affix

(Corporate Seal)
BID SECURITY (Continued)



Developers Surety and Indemnity Company
(Corporate Surety)

800 Superior Avenue E., 21st Floor, Cleveland, OH 44114
(Business Surety)

Rebecca Haas-Bates Affix
(Corporate Seal) Rebecca Haas-Bates, Attorney-in-Fact

The rate of premium on this bond is n/a per thousand.
Total amount of premium charged \$ -0-

(Note: This bond must be signed and acknowledged by both the Principal and Surety before a Notary Public, and acknowledgments, with Notarial Seals, attached hereto. Surety must be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer.")

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 SAN BERNARDINO }

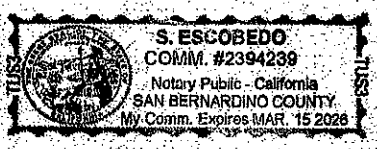
On MARCH 9, 2026 before me, S. ESCOBEDO, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared SHERIF GERGES
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature S. Escobedo
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: RID BOND
Document Date: MARCH 9, 2026 Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer - Title(s): _____ Corporate Officer - Title(s): _____
 Partner - Limited General Partner - Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Orange)

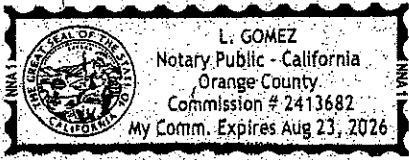
On 03/05/2026 before me, L. Gomez, Notary Public
Date Here: Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
Names of Signers

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

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

WITNESS my hand and official seal.



Signature *L. Gomez*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 03/05/2026
Number of Pages: Two (2) Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: Developers Surety and Indemnity Company

Signer Is Representing: _____

**POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY**
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

William Syrkin, Richard Adjar and Rebecca Haas-Bates, of Irvine, CA

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective 11/18/2025

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this August 7, 2024

By: [Signature]
Printed Name: Sam Zaza
Title: President, Surety Underwriting



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.

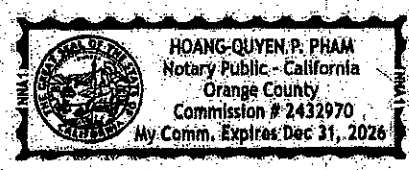
STATE OF California COUNTY OF Orange

On this 7 day of August, 2024, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California, that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]



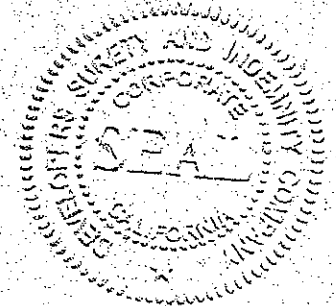
CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this August 2, 2024.

DocuSigned by:
By: [Signature] Janie Clark, Assistant Secretary

DocuSign Envelope ID: 5A9920B9-227B-46CB-BD53-C0E3A05A3E46



Ed. 0824

Signed and sealed this 5th day of March, 2026

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

Developers Surety and Indemnity Company

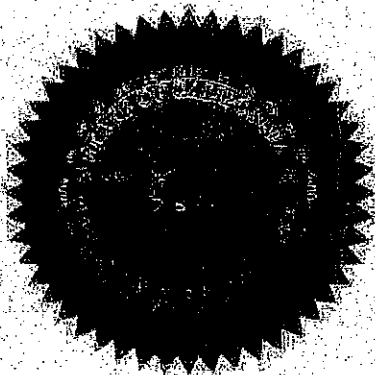
of California, organized under the laws of California, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Team and Vehicle, Automobile, Aircraft, Legal, and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 1st day of November,
2017, I have set my hand and caused my official seal to be affixed this
1st day of November, 2017.



Dave Jones
Insurance Commissioner

A handwritten signature in black ink, appearing to read "Valerie Sarfaty".

By

Valerie Sarfaty
for Joel Laucher
Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

NON-COLLUSION DECLARATION

MUST BE COMPLETELY FILLED OUT, SIGNED, NOTORIZED, AND TURNED IN WITH BID OR
BID MAY BE DEEMED NON-RESPONSIVE

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

The undersigned declares:


I am the president of h2m construction inc, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that it has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 03-12-2026 [date], at Rancho Cucamonga [City], CA [state].

Bidder's Name (Printed): Sherif Gerges

Bidder's Signature: 
(Same Signature as on Proposal)

Bidder's Title: president


DEBARMENT / SUSPENSION CERTIFICATE
(TO BE COMPLETED AND RETURNED WITH BIDDERS/OFFERORS SUBMITTAL)

The bidder/offeror assures that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency in accordance with the requirements of Executive Order 12549 and 12689, 2 CFR Part 18.

Certificate of Compliance

By signing below, the bidder/offeror represents that the above statement is true and correct as of the date of submittal of this bid/offer.

Date: 03-12-2026


Signature: 

Company Name: H2M CONSTRUCTION INC

Title: president

Unique Entity Identifier (UEI) Number: 811943413

Needs to be an active account with the System for Award Management (SAM)

Acknowledgement of active UEI Number  Date 03-12-2026

**STANDARD TITLE VI / NON-DISCRIMINATION ASSURANCES
DOT ORDER NO. 1050.2A- APPENDIX E**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:


Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209); (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq)

By signing below, the bidder/offeror represents that the above statement is true and correct as of the date of submittal of this bid/offer.

Date: 03-12-2026
Signature: 
Company Name: H2M CONSTRUCTION INC
Title: president

EXPERIENCE QUALIFICATIONS

FAILURE TO COMPLETELY FILL OUT THIS FORM MAY RESULT IN A NON QUALIFIED BID

SEPARATE PROJECT ATTACHMENTS ARE NOT ACCEPTABLE IN LIEU OF THIS DOCUMENT

For all public agency projects between \$500,000 and \$900,000 that you are currently working on or have worked on in the past five years, provide the following information:

Project 1 Name/Number Lehigh ES playground project

Project Description reconstruction play ground and chamber drainage system EDA improvements

Approximate Construction Dates From: 07-14-2025 To: 09-12-2025

Agency Name: Ontario-Montclair school district

Contact Person: Matt Schoeneman Telephone: 562-980-2849

Address: 950 West D St. , Ontario, CA 91762

Original Contract Amount: \$ 503,000 Final Contract Amount: \$ 517,477

If final amount is different from original amount, please explain (change orders, extra work, etc.) Change order

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 2 Name/Number Edison academy relocatable classroom bldg. , playground

Project Description construction 2 classroom and playground ,ADE improvements, and fire line improvements

Approximate Construction Dates From: 05-24-2024 To: 09-04-2024

Agency Name: Ontario- Montclair school district

Contact Person: Matt Schoeneman Telephone: 562-980-2849

Address: 950 West D St., Ontario, CA 91762

Original Contract Amount: \$ 993,000 Final Contract Amount: \$ 994,529

If final amount is different from original amount, please explain (change orders, extra work, etc.)
change order

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 3 Name/Number Sultana ES parking lot & kinder playground project

Project Description re construction parking lot 25,000S.F. and playground

Approximate Construction Dates From: 05-14-2024 To: 07-31-2024

Agency Name: Ontario - Montclair school district

Contact Person: Matt Schoeneman Telephone: 562-980-2849

Address: 950 West D St., Ontario, CA 91762

Original Contract Amount: \$ 873,000 Final Contract Amount: \$ 904,134

If final amount is different from original amount, please explain (change orders, extra work, etc.)
change orders

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

DESIGNATION OF SUBCONTRACTORS

MUST BE COMPLETELY FILLED OUT, SIGNED, NOTORIZED, AND TURNED IN WITH BID OR BID MAY BE DEEMED NON-RESPONSIVE. Include this "Designation of Subcontractors" form and "Subcontractors Workers Classification Form" with Bid. In compliance with sections 4100-4114 of the California Public Contract Code, each Bidder shall submit the name, contractor license number, and business location of each subcontractor who will perform work or labor or render service to the Contractor for the construction of the work performed under these specifications in excess of one-half (1/2) of one percent (1%) of the prime Contractor's total bid. If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth. (Attach additional forms as necessary.)

Name of Subcontractor	Street Address of Shop, Mill or Office	Type of Work/Category Contract	\$ Value of Work to be Performed	DIR Registration Number	Subcontractor's License Number, Type, Expiration Date

If no subcontractors will be used, write "NONE" here: NONE
 I declare under penalty of perjury that the foregoing is true and correct and this Declaration is executed this 12 day of March, 2026 in Rancho Cucamonge, California.
 By: Sheela Selvaraj H2M CONSTRUCTION INC.
 Contractor Company Name
DESIGNATION OF SUBCONTRACTORS FORM MUST BE TURNED IN WITH BID

SUBCONTRACTORS WORKERS CLASSIFICATIONS FORM

Subcontractor Business Name			
Subcontractor Registration Number with DIR			
Contact Person Name			
Contact Person Title			
Contact Person Phone Number			
Contact Person E-mail Address			
Workers Classifications			
ASBESTOS	BOILERMAKER	BRICKLAYERS	CARPENTERS
CARPET/LINOLEUM	CEMENT MASONS	DRYWALL FINISHER	DRYWALL/LEATHERS
ELECTRICIANS	ELEVATOR MECHANIC	GLAZIERS	IRON WORKERS
LABORERS	MILLWRIGHTS	OPERATING ENG	PAINTERS
PILE DRIVERS	PIPE TRADES	PLASTERERS	ROOFERS
SHEET METAL	SOUND/COMM	SURVEYORS	TEAMSTER
TILE WORKERS			

Subcontractor Business Name			
Subcontractor Registration Number with DIR			
Contact Person Name			
Contact Person Title			
Contact Person Phone Number			
Contact Person E-mail Address			
Workers Classifications			
ASBESTOS	BOILERMAKER	BRICKLAYERS	CARPENTERS
CARPET/LINOLEUM	CEMENT MASONS	DRYWALL FINISHER	DRYWALL/LEATHERS
ELECTRICIANS	ELEVATOR MECHANIC	GLAZIERS	IRON WORKERS
LABORERS	MILLWRIGHTS	OPERATING ENG	PAINTERS
PILE DRIVERS	PIPE TRADES	PLASTERERS	ROOFERS
SHEET METAL	SOUND/COMM	SURVEYORS	TEAMSTER
TILE WORKERS			

If no subcontractors will be used, write "NONE" here. NONE
SUBCONTRACTORS WORKERS CLASSIFICATION FORM MUST BE TURNED IN WITH BID

EXHIBIT 6

Worker's Compensation Certification

03-12-2026

EI Monte aquatic center water slide replacement

CIP 083

DATE

PROJECT NAME

PROJECT NUMBER

H2M CONSTRUCTION INC

626 -343-8866

COMPANY NAME

PHONE

8250 Via Carrillo, Rancho Cucamonga, CA91730

COMPANY ADDRESS

I certify, by signature below, that I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's 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.

Sherif Gerges

president

AUTHORIZED OFFICIAL NAME

AUTHORIZED OFFICIAL TITLE/CAPACITY

AUTHORIZED OFFICIAL SIGNATURE



03-12-2026

DATE

EXHIBIT 8

Certification of Understanding and Authorization

El Monte aquatic center water slid replacement CIP083

Sherif Gerges

PROJECT NAME/NUMBER

AWARDING AGENCY

H2M CONSTRUCTION INC

COMPANY NAME

8250 Via Carrillo, Rancho Cucamonga, CA91730

COMPANY ADDRESS

1016007

811943413

080828944

LICENSE NUMBER

EMPLOYER IDENTIFICATION NUMBER

DUNS NUMBER

This is to certify that the principal(s), and the authorized payroll officer listed below, have read the "Contractor's Guide to Prevailing Wage Requirements for Federally Assisted Construction" and the Federal Labor Standards Provisions (HUD-4010 form) and that both parties understand these requirements.

The following person is designated as the payroll officer for the company and is authorized to sign the Statement of Compliance that will accompany each weekly Certified Payroll Report for the project:

PAYROLL OFFICER: (Individual Responsible for Signing Statements of Compliance)

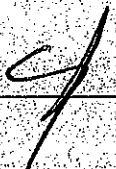
Sherif Gerges

president

NAME

TITLE

SIGNATURE



03-12-2026

DATE

PRINCIPAL OWNER / GENERAL PARTNER: (Listed on CSLB Personnel List)

Sherif Gerges

president

NAME

TITLE

SIGNATURE



03-12-2026

DATE

EXHIBIT 9

Request for Additional Classification and Rate

(Next Page)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE

HUD FORM 4230A

CMIS Approval Number 2354-0011
 Exp: 03/31/2030

<p>1. FROM (name and address of requesting agency) H2M CONSTRUCTION INC 8250 Via Carrillo, Rancho Cucamonga, CA 91730</p>	<p>2. PROJECT NAME AND NUMBER El Monte aquatic center slide replacement CIP083</p> <p>3. LOCATION OF PROJECT (City, County and State)</p>
---	---

<p>4. BRIEF DESCRIPTION OF PROJECT demo exiting slide water and install new slide water and concrete footing and light pol</p>	<p>5. CHARACTER OF CONSTRUCTION</p> <table border="0"> <tr> <td><input type="checkbox"/> Building</td> <td><input type="checkbox"/> Residential</td> </tr> <tr> <td><input type="checkbox"/> Heavy</td> <td><input checked="" type="checkbox"/> Other (specify)</td> </tr> <tr> <td><input type="checkbox"/> Highway</td> <td>renovation</td> </tr> </table>	<input type="checkbox"/> Building	<input type="checkbox"/> Residential	<input type="checkbox"/> Heavy	<input checked="" type="checkbox"/> Other (specify)	<input type="checkbox"/> Highway	renovation
<input type="checkbox"/> Building	<input type="checkbox"/> Residential						
<input type="checkbox"/> Heavy	<input checked="" type="checkbox"/> Other (specify)						
<input type="checkbox"/> Highway	renovation						

<p>6. WAGE DECISION NO. (include modification number, if any) SC-23-203-2-2025-1</p> <p><input type="checkbox"/> COPY ATTACHED</p>	<p>7. WAGE DECISION EFFECTIVE DATE August 22, 2025</p>
--	--

8. WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
1-Cement mason	\$47.70	\$29.83
2-Laborer	\$46.48	\$28.61

<p>9. PRIME CONTRACTOR (name, address) H2M CONSTRUCTION INC 8250 Via Carrillo, Rancho cucamonga, CA 91730</p>	<p>10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address) N/A</p>
--	--

Check All That Apply

The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.

The proposed classification is utilized in the area by the construction industry.

The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.

The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).

Supporting documentation attached, including applicable wage decision.

Check One

Approved, meets all criteria. DOL confirmation requested.

One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.

<p>Sherif Gerges</p> <p>_____ Agency Representative (Typed name and signature)</p>	<p>03-12-2026</p> <p>_____ Date</p> <p>626-343-8866</p> <p>_____ Phone Number</p>	<p>FOR HUD USE ONLY</p> <p>LR2000:</p> <p>Log in:</p> <p>Log out:</p>
--	---	--

EXHIBIT 10

Non-Segregated Facilities Certification

<u>El Monte aquatic center water slide replacement</u>	<u>CIP083</u>	<u>\$953,000</u>
<small>PROJECT NAME</small>	<small>PROJECT NUMBER</small>	<small>BID/CONTRACT DOLLAR AMOUNT</small>
<u>H2M CONSTRUCTION INC.</u>		
<small>COMPANY NAME</small>		
<u>8250 Via Carrillo , Rancho Cucamonga , CA91730</u>		
<small>COMPANY ADDRESS</small>		
<u>1016007</u>	<u>811943413</u>	<u>080828944</u>
<small>LICENSE NUMBER</small>	<small>EMPLOYER IDENTIFICATION NUMBER</small>	<small>DUNS NUMBER</small>

The federally-assisted construction contractor certifies that he/she does not and will not:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Sherif Gerges
AUTHORIZED OFFICIAL NAME


AUTHORIZED OFFICIAL SIGNATURE

president
AUTHORIZED OFFICIAL TITLE/CAPACITY

03-12-2026
DATE


EXHIBIT 11

Past Performance Certification

PROJECT NAME	CIP083	00
El Monte aquatic center water slide replacement		
PROJECT NUMBER		NUMBER OF EMPLOYEES
H2M CONSTRUCTION INC.		
COMPANY NAME		
8250 Via Carrillo, Rancho Cucamonga, CA 91730		
COMPANY ADDRESS		
1016007	811943413	080828944
LICENSE NUMBER	EMPLOYER IDENTIFICATION NUMBER	DUNS NUMBER

The bidder, proposed sub-contractor, hereby certifies that he/she has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she has, has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Sherif Gerges	president
AUTHORIZED OFFICIAL NAME	AUTHORIZED OFFICIAL TITLE/CAPACITY
	03-12-2026
AUTHORIZED OFFICIAL SIGNATURE	DATE

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt). Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by:

- (A) All private employers who are:
 - (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
 - (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.
- (B) All federal contractors (private employers), who:
 - (1) Are not exempt as provided for by 41 CFR 60-1.5
 - (2) Have 50 or more employees, and
 - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
 - b. Serve as a depository of Government funds in any amount, or
 - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

EXHIBIT 12

Notice of Equal Employment Opportunity

TO: LIUAN
NAME OF LABOR UNION, WORKERS REPRESENTATIVE, ETC.
1123 Park View Dr. Ste 202, Covina, CA 91724
ADDRESS

El Monte aquatic center water slide replacement CIP083 \$953,000
PROJECT NAME PROJECT NUMBER BID/CONTRACT DOLLAR AMOUNT

H2M CONSTRUCTION INC
COMPANY NAME
8250 VIA CARRILLO, RANCHO CUCAMONGA, CA 91730
COMPANY ADDRESS

1016007 811943413 080828944
LICENSE NUMBER EMPLOYER IDENTIFICATION NUMBER DUNS NUMBER


The Undersigned currently holds a contract with H2M CONSTRUCTION INC involving funds of the U. S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

SHERIF GERGES
AUTHORIZED OFFICIAL NAME

AUTHORIZED OFFICIAL SIGNATURE

president
AUTHORIZED OFFICIAL TITLE/CAPACITY
03-12-2026
DATE

EXHIBIT 13

Minority and Women's Business Enterprise Tiered Compliance Plan

THIS PLAN MUST BE SUBMITTED WITH YOUR BID FOR THIS FEDERALLY-FUNDED CONTRACT OPPORTUNITY

PART 1

03-12-2026	El Monte aquatic center water slide replacement	CIP083
DATE	PROJECT NAME	PROJECT NUMBER
H2M CONSTRUCTION INC		626 343-8866
FIRM NAME		PHONE
8250 Via Carrillo, Rancho Cucamonga, CA 91730		
BUSINESS ADDRESS		

TYPE OF FIRM:

(Check One and Provide Information)

Individual Name of Owner _____
 Corporation State of Incorporation: California
 Partnership Indicate General "G", Limited "L": _____
 Name of Partners: _____
 Joint Venture Joint Venture Participants: _____

Number of year(s) firm has been in business under present ownership: 10 years

OWNERSHIP DEMOGRAPHICS:

(Provide the number of owners by category and the percentage of ownership interest of those individuals by category)

	Black	Hispanic	Alaskan Native/ American Indian	Asian/ Pacific Islander	White	Women
Number					1	
% of Assets Owned					100%	

OWNERSHIP INFORMATION:

(List each owner of the firm that has 5 percent or more of the shares in the firm)

Name	Race	Sex	Years of Ownership	Ownership Percentage	Voting Percentage
Sherif Gerges	white	male	10 years	100%	100%

I certify that the information provided herein is true and correct.

Federal EIN: 811943413

License Number: 1016007

DUNS Number: 080828944

SIGNATURE

03-12-2026

DATE

**IF MORE THAN 50% MINORITY OR WOMEN OWNED, PROCEED TO PART 3.
IF LESS, PROCEED TO PART 2 AND PROVIDE INFORMATION ON SUBCONTRACTS AWARDED TO MBE/WBE FIRMS.**

PART 2

MBE AND WBE SUBCONTRACTS AWARDED

03-12-2026

El Monte aquatic center water slide replacement

CIP083

DATE

PROJECT NAME

PROJECT NUMBER

H2M CONSTRUCTION INC

626 343-8866

FIRM NAME

PHONE

012026

\$953,000

BID DATE

BID AMOUNT

Provide information on each subcontract or supply contract awarded to MBE/WBE firms. Attach a completed copy of Section 1 (previous page) for each MBE/WBE firm listed below.

Subcontractor Firm Name	Scope of Work / Supplies to be Provided	Check One		Dollar amount contract	If Certified MBE/WBE, List the Certifying Agency and Date of Certification:
		MBE	WBE		
N/A					

I certify that the information provided herein is true and correct.

SIGNATURE

03-12-2026

DATE

Subcontract Type	Dollar Amount	Percentage of Total Bid
MBE	\$	%
WBE	\$	%

IF MBE AND WBE FIRMS ARE NOT SUBCONTRACTED, PROCEED TO PART 3 AND COMPLETE THE CONTRACTING / GOOD FAITH EFFORT AFFIDAVIT

PART 3

CONTRACTING/GOOD-FAITH EFFORT AFFIDAVIT

This Affidavit must be signed, notarized and submitted with your bid or proposal. In addition, documentation must be attached to demonstrate that a good-faith effort was made to secure MBE/WBE participation. Your good-faith effort will be evaluated in accordance with the various criteria listed below.

Please initial where indicated that you have read and complied with each requirement. Complete the requested forms and provide the requested documentation as a part of this affidavit.

Good Faith Effort Evaluation Criteria

Initial here
if true and correct

1. The Bidder/Firm attended a pre-bid meeting hosted by the awarding agency to gain knowledge of the project requirements and goals.

S.G.

2. The Bidder/Firm advertised the availability of subcontracting or supply opportunities for MBE/WBE firms in connection with this project. If so, complete the following:

N/A S.G.

Media where advertised: N/A

Media contact information: N/A

Date(s) of advertisement: N/A

Attach copies of the advertisement(s) to this form and submit with bid.

3. Interested potential MBE/WBE subcontractors were provided with the project plans and specifications.

N/A S.G.

Attach a list of MBE/WBE firms that received project plans and specifications. Include their address, city, state, zip code, contact person, telephone number. Provide a notation of any responses received from those firms.

4. Follow-up contacts were made with potential MBE/WBE firms which expressed an interest in the project.

N/A S.G.

Attach a list of MBE/WBE firms that your company followed-up with. Include their address, city, state, zip code, contact person, telephone number. Provide a notation of any responses received from those firms.

5. Assistance was requested from organizations which identify potential MBE/WBE firms.

N/A S.G.

Attach a list of organizations consulted to include the name of the organization, address, city, state, zip code, contact person, time and dates contacted, method contacted, and results.

Good Faith Effort Evaluation Criteria

Initial here
If true and correct

6. Potential MBE/WBE firms were contacted and negotiation was made in good faith.

N/A

S.G.

Attach a list of MBE/WBE firms that your company negotiated with. Include the name of the MBE/WBE firm, address, city, state, zip code, contact person, whether MBE or WBE, if plans or specifications were provided to the other party, and the results of your negotiations. Also attach copies of any internal documents that will evidence the same and submit with bid.

7. Potential MBE/WBE subcontractors were given technical assistance by the bidder or advised that technical assistance was available from the bidder to facilitate understanding of the contract requirements and to complete the paperwork necessary to participate in this contract.

N/A

S.G.

Attach a list of MBE/WBE firms that your company provided assistance to. Include the name of the MBE/WBE firm, address, city, state, zip code, contact person, and a description of the technical assistance provided.

According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief.

Under the penalty of perjury, I certify that the above information is true and correct.

SIGNATURE

Sherif gerges

DATE

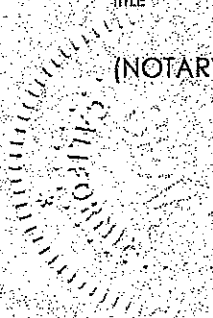
03-12-2026

TITLE

PHONE

6263438866

(NOTARY SEAL)



CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 SAN BERNARDINO

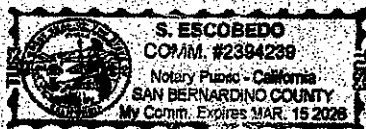
On March 9, 2026 before me, S. ESCOBEDO, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared SHERIF GERGES
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature *S. Escobedo*
Signature of Notary Public

EXHIBIT 14

Federal Lobbyist Certification

El Monte aquatic center water slide replacement CIP083 \$953,000
PROJECT NAME PROJECT NUMBER BID/CONTRACT DOLLAR AMOUNT

H2M CONSTRUCTION INC
COMPANY NAME

8250 VIA CARRILLO, RANCHO CUCAMONGA, CA 91730
COMPANY ADDRESS

1016007 811943413 080828944
LICENSE NUMBER EMPLOYER IDENTIFICATION NUMBER DUNS NUMBER


Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the body awarding this federally assisted construction contract:

1. No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
3. The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Sherif Gerges president
AUTHORIZED OFFICIAL NAME AUTHORIZED OFFICIAL TITLE/CAPACITY

 03-12-2026
AUTHORIZED OFFICIAL SIGNATURE DATE



SECTION 3 BUSINESS CONCERN SELF-CERTIFICATION
(24 CFR Part 75)

Part I:

Business Name	Address / City / State / Zip Code	Services Provided / Trade
H2M CONSTRUCTION INC	3730 Via Carrillo, Richmond Chico, CA 94726	demolition, concrete, grading, install water/sewer
Point of Contact / Title	Telephone	E-mail
Sherif Gerges - president	520-249-8106	h2mconstruction@yahoo.com

Part II:

Does your business qualify as a Section 3 Business based on definition in 24 CFR Part 75.5?

- YES NO

If yes, check the boxes below under which subcategory you qualify.

A Section 3 Business Concern means:

A business concern meeting at least one of the following criteria, documented within the last six-month period:

- i. It is at least 51 percent owned and controlled by low- or very low-income persons (see page 2 of this document);
- ii. Over 75 percent of the labor hours performed for the business over the prior three month period are performed by Section 3 workers (see page 2 of this document for section 3 worker definition; or
- iii. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Part III:

My business also qualifies as:

- Minority Owned Business: (If checked this box, specify) Black American Hispanic American Native American
 Asian/Pacific Americans Other: public contractors
- Small Business Enterprise Women Owned Business Labor Surplus Area

By submitting this form, my business certifies that the statements and information contained on this form are true and accurate, and meet the HUD Section 3 business self-certification eligibility requirements in accordance with 24 CFR Part 75. I further understand that a Section 3 business is not entitled to a contract simply by being listed in the HUD Section 3 opportunity portal. Section 3 Business Concerns are not exempt from meeting the specifications of the contract or other Section 3 requirements and obligations. Information that is misrepresented on this form will be grounds for terminating Section 3 certification.

Signature Name and Title Sherif Gerges president Date 03-12-2026



CITY OF EL MONTE
PUBLIC WORKS DEPARTMENT

Jerry M. Moreno
Public Works & Utilities Director

Reymundo Trejo, P.E.
Interim City Engineer

ADDENDUM NO. 1

EL MONTE AQUATIC CENTER WATER SLIDE REPLACEMENT, CIP 083

Please sign the acknowledgement below and include it as part of your Proposal for the El Monte Aquatic Center Water Slide Replacement, CIP 083. Failure to do so may be grounds for rejection of your proposal.

Reymundo Trejo, P.E.,
Interim City Engineer

ADDENDUM ACKNOWLEDGEMENT

Proposer shall signify receipt of all addenda (if any) here: Addendum No. 1

Respectfully submitted,

H2M CONSTRUCTION INC.
Company Name

SHERIF GERGES
Proposer's Legal Name

Proposer's Legal Signature

PRESIDENT
Title

8250 VIA CARRILLO
RANCHO CUCAMONGA, CA 91730
Street Address

626 343 8866
Telephone Number

03-12-2020
Date

Bid bond SOP!

EL MONTE Aquatic Center Water slide Replacement

C1P083

Bid due 03-12-2026
at 02:00 PM

Bidder: H2M Construction INC.

8250 Via Carrillo, Rancho Cucamonga,
CA 91730

Phone: 626 343 8866

2026 MAR 12 10 58 AM PST

PROOF OF DELIVERY ORIGINAL BID BOND



CITY OF EL MONTE
PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

ATTACHMENT 4

CONSTRUCTION CONTRACT



2026

CONSTRUCTION CONTRACT

(Name of Bidder Awarded Contract: H2M Construction, Inc.)

(Name of Project: El Monte Aquatic Center Water Slide Replacement, CIP 083)

THIS CONSTRUCTION CONTRACT (hereinafter, "Contract") is made and entered into this _____ day of _____, 2026 (hereinafter, the "Effective Date"), by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY"), and H2M CONSTRUCTION, INC. (hereinafter, "CONTRACTOR"). For the purposes of this Contract, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably as appropriate.

RECITALS

WHEREAS, CITY requires construction services for the El Monte Aquatic Center Water Slide Replacement, CIP 083 (hereinafter, the "Project"); and

WHEREAS, CITY issued a solicitation for competitive bids for the Project on April 17, 2025, entitled "City of El Monte, Bid Solicitation Packet for El Monte Aquatic Center Water Slide Replacement, CIP 083"; and

WHEREAS, following the opening of bids on May 15, 2025, the lowest bidders were deemed nonresponsive and the last bidder exceeded the available project budget; and

WHEREAS, on February 12, 2026, CITY issued a subsequent solicitation for competitive bids for the Project; and

WHEREAS, following the opening of bids on March 12, 2026, CONTRACTOR was determined to be the lowest responsive and responsible bidder for the Project; and

WHEREAS, the award of this Contract to CONTRACTOR was approved by the El Monte City Council ("City Council") at its meeting of _____, 2026, under Agenda Item No. _____.

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

I.

THE CONTRACT DOCUMENTS

1.1 The complete Contract consists of the following documents ("Contract Documents") which are incorporated in this Contract by their reference:

- a) Invitation to Bid entitled "City of El Monte, Bid Solicitation Packet for El Monte Aquatic Center Water Slide Replacement, CIP 083, dated February 12, 2026 (hereinafter "Administrative Specifications"), which is attached hereto as **Exhibit "A"**;
- b) CONTRACTOR's submitted Bid Proposal, dated March 12, 2026, which consists of the items listed below and is attached hereto as **Exhibit "B"**;
 - o Bid Schedule
 - o Bidder's Checklist
 - o Bid Acknowledgement and Signatures
 - o Bidder's General Information
 - o Experience Qualifications Questionnaire
 - o Designation of Subcontractors
 - o Non-Collusion Declaration
 - o Debarment/Suspension Certificate
 - o Standard Title VI/Non-Discrimination Assurances
 - o Workers' Compensation Certification
 - o List of Proposed Subcontractors or SubTier Contractors
 - o Certificate of Understanding and Authorization
 - o Request for Additional Classification and Rate
 - o Non-Segregated Facilities Certification
 - o Past Performance Certification
 - o Notice of Equal Employment Opportunity
 - o Minority and Women's Business Enterprise Tiered Compliance Plan
 - o Contracting/Good Faith Effort Affidavit
 - o Federal Lobbyist Certification
 - o Section 3 Business Concern Self-Certification
 - o Addendum No. 1, as issued
- c) CONTRACTOR's Bid Security, dated March 5, 2026, which is attached hereto as **Exhibit "C"**;
- d) CONTRACTOR's Payment Bond No. _____, dated _____, 2026, a true and correct copy of which is attached hereto as **Exhibit "D"**;
- e) CONTRACTOR's Performance Bond No. _____, dated _____, 2026, a true and correct copy of which is attached hereto as **Exhibit "E"**;
- f) Contract Drawing/Plans (**Total of _____ Sheets**) attached hereto as **Exhibit "F"**;
- g) General Conditions attached hereto as **Exhibit "G"**;
- h) Supplementary and Special Conditions (if any) attached hereto as **Exhibit "H"**;
- i) Technical Specifications attached hereto as **Exhibit "I"**;

- j) Future supplement agreements and contract change orders approved by CITY.

II.

WORK TO BE PERFORMED

- 2.1 The CONTRACTOR agrees to furnish all supervision, design, deliverables, labor, materials, tools, furnishings, equipment, apparatus, services, facilities, transportation, and ancillary tasks, whether specifically defined or not, necessary to perform and complete the Project defined by the Contract Documents in a good and workmanlike manner. It is understood and agreed that the tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished, and the work performed and completed, as required in the Contract Documents under the sole direction and control of the CONTRACTOR, and subject to inspection and approval of the CITY (as authority having jurisdiction), any representative of the CITY (as owner of the project), and any other authority having jurisdiction over some portion of the work. The CITY hereby designates as its representative for the purpose of this Contract the following named person: JERRY MORENO, Public Works & Utilities Director.

III.

CONTRACT PRICE

- 3.1 Subject to the terms and conditions set forth in the Contract Documents, CITY agrees to pay, and the CONTRACTOR agrees to accept, in full payment for all work contemplated under the Contract Documents **NINE HUNDRED FIFTY THREE FOUR THOUSAND DOLLARS (\$953,000.00)** (the "Not-to-Exceed Sum").

IV.

NOTICE TO PROCEED AND TIME FOR COMPLETION

- 4.1 A written Notice to Proceed issued by CITY must be received by CONTRACTOR before CONTRACTOR may mobilize or commence any work on the site. CONTRACTOR shall commence its performance of the work contemplated under this Contract no later than the date specified in the Notice to Proceed. CONTRACTOR shall complete the total project by **June 30, 2026**.

V.

NOTICE AND SERVICE THEREOF

- 5.1 Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the Party giving such notice or by a duly authorized representative of such Party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner, namely:

- (a) If the notice is given to the CITY, by personal delivery thereof, or by depositing the same in the United States mail, enclosed in a sealed envelope, postage prepaid, and certified; addressed to the CITY at:

City of El Monte
Public Works Department
Attn: Jerry Moreno, Public Works & Utilities Director
El Monte City Hall – West, 2nd Floor
11333 Valley Boulevard
El Monte, CA 91731

With a copy to:
James Valdez, Associate Engineer
El Monte City Hall – West, 2nd Floor
11333 Valley Boulevard
El Monte, CA 91731

- (b) If the notice is given to the CONTRACTOR, by personal delivery thereof to said CONTRACTOR or to its duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, postage prepaid, and certified; addressed to the CONTRACTOR at:

H2M Construction, Inc.
Attn: Sherif Gerges, President
8250 Via Carrillo
Rancho Cucamonga, CA 91730
Tel (626) 343-8866

- (c) If the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

VI. LIQUIDATED DAMAGES

- 6.1 Liquidated damages as provided for in Section 6.08 of the General Conditions of the Contract shall be in the sum of **One Thousand Dollars (\$1,000.00)** for each and every calendar day as defined therein for each different scope of work as defined by the Base Bid and each change order except where mutually agreed otherwise.

VII.
PREVAILING WAGE

- 7.1 Copies of the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations in accordance with Labor Code Section 1773 are on file at the City, and copies are available for inspection at that office to any interested party on request. Bidders shall be responsible for verifying with the Director of the Department of Industrial Relations that all such copies of the prevailing rate provided by the City are current and accurate. The requirement to pay the wage rate so specified is further detailed in Article 7, General Conditions of the Administrative Specifications. Copies of the prevailing rate of per diem wages may also be obtained from the Department of Industrial Relations, PO Box 420603, San Francisco, CA 94142-0603, Attn: Chief, Division of Labor Statistics and Research, or online at: <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>.

VIII.
METHOD OF PAYMENT

- 8.1 CITY will pay CONTRACTOR ninety-five percent (95%) of the amount of each progress estimate within sixty (60) CITY business days after receipt of an undisputed and properly submitted progress estimate from the CONTRACTOR, unless the CITY has made a finding pre-bid pursuant to Public Contract Code section 7201(b)(4) justifying a larger retention. If the CITY fails to pay an undisputed progress estimate within the allotted sixty (60) CITY business days, CITY shall pay interest to the CONTRACTOR equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. Five percent (5%) of the amount of each estimate shall be retained by the City until final completion and acceptance of all work under the Contract.
- 8.2 Pursuant to Section 20104.50 of the Public Contract Code, if CITY fails to make any progress payment within thirty (30) days after the receipt of an undisputed and properly submitted payment request from CONTRACTOR, CITY shall pay interest to CONTRACTOR equivalent to the legal rate set forth in Section 685.010(a) of the Code of Civil Procedure.
- 8.3 CONTRACTOR must submit "Conditional Waiver and Release Upon Payment" in the form prescribed by Section 3262 of the Civil Code from all subcontractors and persons supplying labor or materials to Contractor covered by the payment requested.
- 8.4 CONTRACTOR must submit all required Davis-Bacon and Related Acts ("DBRA") documentation, certified, and approved pursuant to Federal Labor Standards Provisions HUD Form-4010.

IX.
CONTRACTOR REGISTRATION

- 9.1 By the execution of this Contract, CONTRACTOR hereby certifies that it is registered with the California Department of Industrial Relations as required pursuant to Labor Code Section 1725.5 (contractor registration).

(SIGNATURES ON NEXT PAGE)

DRAFT

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

CITY OF EL MONTE:

H2M CONSTRUCTION, INC.:

By: _____
Alma K. Martinez
City Manager

By: _____
Sherif Gerges
President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Richard Padilla
Assistant City Attorney

Date: _____

EXHIBIT "A"
ADMINISTRATIVE SPECIFICATIONS

DRAFT

EXHIBIT "B"
CONTRACTOR'S BID PROPOSAL

DRAFT

EXHIBIT "C"
BID SECURITY

DRAFT

EXHIBIT "D"
PAYMENT BOND

DRAFT

EXHIBIT "E"
PERFORMANCE BOND

DRAFT

EXHIBIT "F"
CONTRACT DRAWING/PLANS

DRAFT

EXHIBIT "G"
GENERAL CONDITIONS

DRAFT

EXHIBIT "H"
SUPPLEMENTARY AND SPECIAL CONDITIONS

DRAFT

EXHIBIT "I"
TECHNICAL SPECIFICATIONS

DRAFT



CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF APRIL 8, 2026

April 1, 2026

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 TERRA REALTY ADVISORS, INC. FOR ON-CALL REAL ESTATE AND ADVERTISING SIGN CONSULTING SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt a Resolution approving a Professional Services Agreement (PSA) with Terra Realty Advisors, Inc.;
2. Authorize the City Manager to execute the PSA, in a form approved by the City Attorney;
3. Waive the solicitation of multiple quotes pursuant to the City's Purchasing Policy; and
4. Ratify payment of invoices for services performed between December 2025 and April 2026, subject to staff review.

BACKGROUND AND DISCUSSION

City of El Monte ("City") staff have worked with Terra Realty Advisors, Inc. (TRA) since 2017 to support the development and implementation of the City's Freeway Billboard Overlay Zone. TRA has provided specialized consulting services including site identification, negotiation of development agreements, coordination with billboard operators, and navigation of regulatory approvals, including those required by the California Department of Transportation (Caltrans).

Through these efforts, the City has successfully established multiple billboard locations and generated ongoing revenue through its billboard program. To date, several billboards

have been constructed or approved, with additional opportunities currently in progress. As the program has matured, the City continues to require specialized expertise to maximize revenue opportunities, ensure regulatory compliance, and manage future billboard and advertising sign initiatives. The previous Professional Services Agreement has now expired. To ensure continuity of services, staff recommends approval of a new Professional Services Agreement with Terra Reality Advisors.

DISCUSSION

The proposed Professional Services Agreement establishes TRA as an On-Call consultant to provide real estate advertising sign consulting services on an as-needed basis. Services will include evaluation of billboard opportunities, site feasibility analysis, negotiation support with property owners and operators, regulatory coordination, and development of revenue strategies to support the City’s ongoing program.

The Agreement includes a two (2) year term, with the option for two (2) additional one-year extensions at the City’s discretion. Compensation is structured as a not-to-exceed amount of \$30,000 annually, with services authorized through written work orders issued by the City. This on-call structure provides flexibility and ensures that the City only incurs costs when services are needed.

TRA has demonstrated a strong understanding of the City’s Billboard Overlay Zone and has played a key role in advancing the program to date. Their specialized experience and familiarity with the City’s regulatory and operational framework make them uniquely qualified to continue providing these services.

Pursuant to El Monte Municipal Code Section 3.24.060, professional consulting services are exempt from competitive bidding requirements. Additionally, in accordance with the City’s Purchasing Policy and Procedures Manual, the City Council may waive the requirement for solicitation of multiple quotes when it is determined to be in the best interest of the City. Given TRA’s unique qualifications and prior experience with the City, staff recommends that the City Council waive this requirement.

ENVIRONMENTAL REVIEW

In accordance with the requirements of the California Environmental Quality Act (CEQA) of 1970, as amended, this project would be Exempt under Section 15061(b)(3) the “general rule” or “common sense” exemption, because there is no possibility that it may have a significant effect upon the environment; and the subject agreement is not a “project” under Section 15378 because it does not commit the City to any physical project or course of action.

FISCAL IMPACT/FINANCING

The proposed Agreement establishes a not-to-exceed amount of \$30,000 annually. Funding for these services will be included in the Department's operating budget and expended on an as-needed basis through authorized work orders.

STRATEGIC PLAN 2023 IMPLEMENTATION

The recommended action will further the 2023 Citywide Strategic Plan Goals and Objectives of Goal 1 to Create a Strong Community and Economic Development Activities.

CONCLUSION

It is recommended that the City Council adopt a Resolution approving a Professional Services Agreement with Terra Realty Advisors, Inc. for an On-Call real estate and advertising sign consulting services; authorize the City Manager to execute the Agreement; waive the solicitation of multiple quotes; and ratify payment of invoices for services performed between December 2025 and April 2026.

Respectfully submitted,



ALMA K. MARTINEZ
City Manager



STEVE FOWLER
Community and Economic Development Director

Attachments:

1. City Council Resolution
2. Professional Services Agreement

DATE: APRIL 8, 2026
PRESENTED TO EL MONTE CITY COUNCIL
<input type="checkbox"/> APPROVED
<input type="checkbox"/> DENIED
<input type="checkbox"/> PULLED
<input type="checkbox"/> RECEIVE AND FILE
<input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
CHIEF DEPUTY CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, APPROVING PROFESSIONAL SERVICES AGREEMENT WITH TERRA REALTY ADVISORS, INC. FOR CONSULTING ON REAL ESTATE AND ADVERTISING SIGNS

WHEREAS, City has a need for professional consulting services to assist and advise the City in evaluating, planning, and negotiating billboard and other sign development opportunities; and

WHEREAS, the City finds that Terra Realty Advisors, Inc. ("CONSULTANT") possesses the experience, skills and training necessary to competently provide the required consulting services. Based on a history of success at achieving successful and profitable results for the City, and based on the unique services that CONSULTANT provides, the City desires to engage CONSULTANT for its services for an initial term of two (2) years with the City's ability to extend as set forth in the Professional Services Agreement; and

WHEREAS, El Monte Municipal Code Section 3.24.060 subpart E exempts professional consulting services from competitive bidding requirements; and

WHEREAS, pursuant to Section 1.10.5 of the City's Purchasing Policy and Procedures Manual, the City Council may waive the requirement for the solicitation of multiple quotes where it is determined to be in the best interests of the City.

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

Section 1. The above Recitals are true and correct and are incorporated herein.

Section 2. The City Council hereby waives the solicitation of multiple quotes pursuant to Section 1.10.5 of the City's Purchasing Policy and Procedures Manual for the reasons set forth above.

Section 3. The City Council hereby approves and authorizes the City Manager to execute the PROFESSIONAL SERVICES AGREEMENT with Terra Realty Advisors, Inc. substantially in the form attached as EXHIBIT A to this Resolution and to make any non-material revisions in consultation with the City Attorney as necessary to effectuate the intent and purpose of this Resolution.

Section 4. The City Council hereby ratifies and approves the payment under this PROFESSIONAL SERVICES AGREEMENT of invoices submitted and to be submitted by CONSULTANT that describe services performed in December 2025 through April 2026, subject to the review of those invoices by City Staff.

Section 5. CEQA. This Resolution is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), the “general rule” or “common sense” exemption, because there is no possibility that it may have a significant effect upon the environment; and the subject agreement is not a “project” under Section 15378 because it does not commit the City to any physical project or course of action.

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 the regular meeting of this 8th day of April, 2026.

Jessica Ancona, Mayor
City of El Monte

ATTEST:

Gabriel Ramirez, City Clerk
City of El Monte

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

I, Gabriel Ramirez, 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 meeting of said City held on this 8th day of April, 2026, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Gabriel Ramirez, City Clerk
City of El Monte

EXHIBIT A



2026

PROFESSIONAL SERVICES AGREEMENT

(Engagement: On-Call Real Estate and Off-Premise Advertising Services)
(Parties: Terra Realty Advisors Inc. and City of El Monte)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2026 (hereinafter, the "Effective Date") by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and TERRA REALTY ADVISORS INC. (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 on-call, consulting services to evaluate, plan, and negotiate billboard development opportunities, including site analysis, regulatory review, and revenue strategy within the City; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, CITY staff has determined that the services to be rendered by CONSULTANT are professional consulting services within the meaning the El Monte Municipal Code ("EMMC") Section 3.24.140(A)(6); and

WHEREAS, the execution of this Agreement was approved by the El Monte City Council at its Regular Meeting of _____, 2026, 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 TERM: This Agreement shall have a term of two (2) years, (hereinafter, the "Term"), commencing from the Effective Date. 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 Article V (Termination), below. The Term may be extended for two (2) one-year periods at the option of the

CITY, provided that CITY provides CONSULTANT with written notice of CITY's intent to exercise CITY's option to extend the term of the Agreement no less than thirty (30) days prior to the expiration of the Term or any prior extension term. In the event CITY exercises its option to extend this Agreement, all terms, conditions, and provisions of this Agreement shall remain in effect and govern the duties, responsibilities, and liabilities of the parties hereto. The City Council for CITY hereby delegates to the City Manager the authority to administratively approve by written amendment the above-described term extensions, subject to his/her authority under Section 3.24.070(B) of the El Monte Municipal Code.

1.2 SCOPE OF SERVICES:

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 "TRA Proposed Scope of Work" dated March 22, 2026 (hereinafter, the "CONSULTANT Proposal"), which is attached and incorporated hereto as **Exhibit "A"**. The term "Scope of Services" shall be a reference to the tasks and services described in the CONSULTANT Proposal. 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 may hereinafter be referred to generally by the capitalized term "Services." In the event of any conflict or inconsistency between the provisions of the Scope of Services and the provisions of this Agreement to which the Scope of Services is attached, the provisions of this Agreement shall govern and control.

1.3 PROSECUTION OF SERVICES:

A. CONSULTANT shall perform the Services contemplated under this Agreement on an on-call, as-needed basis. Nothing in this Agreement shall be construed to grant CONSULTANT the exclusive right to perform any of the types of services or tasks contemplated under this Agreement nor shall anything in this Agreement be construed to entitle CONSULTANT to the receipt of any sums under this Agreement, except to the extent CITY requests the performance of any Services in the manner described below and such Services are in fact performed and completed by CONSULTANT and accepted by CITY. CITY requests for the performance of specific services or tasks contemplated under this Agreement shall be made in the form of a written work order(s) issued by the City Representative (each such written request hereinafter referred to as a "Work Order"). Each Work Order shall include the following information:

1. A detailed description of the specific services or tasks requested;
2. The location of where the particular services or tasks are to be performed, if applicable;
3. A not-to-exceed budget for performing the services or tasks;

4. A timeline for completing the requested services or tasks;
 5. Any other information CITY deems necessary and relevant to the requested services or tasks; and
 6. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.
- B. CONSULTANT shall not perform any of the Services contemplated under this Agreement without a written Work Order request from the City Representative, containing the information set forth in Section 1.3(A), above;
- C. CONSULTANT shall perform all assigned Services continuously and with due diligence so as to complete all assigned Services 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;
- D. 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;
- E. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- F. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.
- 1.4 COMPENSATION: CONSULTANT's total compensation for the performance of all Services contemplated under this Agreement, may not exceed the aggregate sum of THIRTY THOUSAND DOLLARS (\$30,000) (hereinafter, the "Not-to-Exceed Sum") during each year of the Term of this Agreement. In the event CONSULTANT's charges are projected to exceed the Aggregate 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 Aggregate Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement. CONSULTANT's "Compensation of the Consultant" proposal is attached and incorporated hereto as **Exhibit "B"** (hereinafter, the "COMPENSATION RATE"), which includes the applicable rate schedule setting forth the hourly billing rates for CONSULTANT personnel.
- 1.5 PAYMENT OF COMPENSATION: 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 any 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 person(s) responsible for performing the Services, 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.

- 1.6 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.
- 1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Services 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 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 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 Steve Fowler, Community & Economic Development Director, (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or the City Representative's 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 the City Representative's designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Scott Sheldon 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 the Consultant Representative's designee will supervise and direct the performance of the Services, using his/her professional skill and attention, and will be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all Services 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 Services 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 Services skillfully, consistent with and adhering to its professional standard of care, that is, the degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality;
 - 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 Services 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 §1090 and the Political Reform Act (Government Code §§81000 *et seq.*) CONSULTANT shall be liable for all violations of such laws and regulations in connection with CONSULTANT's performance of the 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 Services 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, notwithstanding Section 5.2(B), 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 his 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 Services under the standard of care as articulated under Section 2.4(A).

- 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.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Services will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods, and details of performing the Services 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 Services 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 Services 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 to 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. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors performing the Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

- 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 Services 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 Services.
- 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 Services. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the U.S. 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.
- 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.

- 2.11 PREVAILING WAGE LAWS: Services by persons deemed to be employees of CONSULTANT possibly may be subject to prevailing wages under California Labor Code Sections 1770-1781. CONSULTANT's sole responsibility is to comply with those requirements, should they apply. If a dispute based upon the prevailing wage laws occurs, CONSULTANT, at its expense, shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Before performing any Services contemplated under this Agreement, 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: For any owned, non-owned, or hired vehicles used in connection with the performance of this Agreement, 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 Services 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 claim.

The insurance requirements set forth in Article III, Section 3.1 A-D may be addressed through an Umbrella Liability Policy or an Excess Liability Policy provided that such a policy extends coverage in the same manner as the specified requirements and does not result in limits lower than those required in Article III, Section 3.1 A-D.

- 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 to write insurance 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. Self-insurance shall not be considered in compliance with the insurance requirements under 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 a material consideration of this Agreement. Accordingly, CONSULTANT warrants, represents, and agrees that it will furnish CITY with certificates of insurance and endorsements evidencing the coverage required under this Article on ACORD-25 or 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. Before performing any Services, CONSULTANT shall provide CITY with all certificates of insurance and endorsements referenced herein. Upon CITY's written request, CONSULTANT will also provide CITY with copies of all required insurance policies and endorsements.

- 3.7 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.
- 3.8 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. Any amendment to the insurance requirements of this Article shall be memorialized and approved in the form of a written amendment to this Agreement, signed by the Parties. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void or invalid.

IV. INDEMNIFICATION

- 4.1 To the fullest extent permitted by law, including, but not limited to, California Civil Code Section 2778, CONSULTANT shall, at its sole cost and expense, defend, hold harmless, and indemnify CITY and its elected and appointed officials, officers, employees, agents, and designated volunteers, successors, assigns and those CITY agents serving as independent contractors in the role of CITY officials (collectively, the "CITY Indemnitees") from and against any and all injury, damages, claim, causes of action, lawsuit, costs, expenses, liabilities, litigation costs, liens, penalties, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively, "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of CONSULTANT, its officers, agents, servants, employees, subcontractors, materialmen, consultants, or their officers, agents, servants, or employees (or any entity or individual for whom CONSULTANT shall bear the liability) in the performance of this Agreement, including the CITY Indemnitee's active or passive negligence or breach of the provisions of this Agreement, except for Liabilities arising from the sole negligence or willful misconduct of the CITY Indemnitees as determined by court decision or by the agreement of the Parties. CONSULTANT shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the CITY Indemnitees' choice, and shall pay all costs and expenses, including attorneys' fees and experts' costs actually incurred in

connection with such defense. CONSULTANT shall reimburse the CITY Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.6 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold 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 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 Services. 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 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 or involuntary; and/or (v) 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 1.5, 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 Services 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., §§3789 *et seq.* and the California False Claims Act, Government Code §§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:

CITY:

Terra Realty Advisors Inc.
450 Chadbourne Road Suite G
Fairfield, CA 94534
Attn: Scott Sheldon
Phone: 707-639-1000

City of El Monte
Community & Economic
Development
11333 Valley Boulevard
El Monte, CA 91731
Attn: Steve Fowler
Phone: 626-258-8626

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 of the Services contemplated under 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 independent contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 CONFLICTS OF INTEREST:
- A. 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.
- B. CONSULTANT may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONSULTANT in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code §81000 *et seq.*

- C. CONSULTANT shall not employ any official or employee of the CITY during the Term of this Agreement or any extension term. No officer or employee of CITY shall have any financial interest in this Agreement that would violate Government Code §§1090 *et seq.* CONSULTANT warrants and represents that no owner, principal, partner, officer, or employee of CONSULTANT is or has been an official, officer, employee, agent, or appointee of the CITY within the twelve-month period of time immediately preceding the Effective Date. If an owner, principal, partner, officer, employee, agent, or appointee of CONSULTANT was an official, officer, employee, agent, or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONSULTANT warrants that any such individuals did not participate in any manner in the forming of this Agreement. CONTRACTOR understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and CONSULTANT will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONSULTANT will be required to reimburse the CITY for any sums paid to CONSULTANT. CONSULTANT understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090.
- 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, 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 FORCE MAJEURE: The completion deadline for any Services assigned to CONSULTANT may be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, 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. CONSULTANT 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 CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.
- 6.21 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:

TERRA REALTY ADVISORS INC.:

By: _____
Alma K. Martinez, City Manager

By: _____
Scott Sheldon, President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Richard Padilla
Assistant City Attorney

Date: _____

EXHIBIT "A"
CONSULTANT PROPOSAL

SCOPE OF SERVICES

Terra Realty Advisors, Inc. ("TRA") as consultant shall represent and provide advice to the City of El Monte ("Client"), as directed, in connection with their various real estate and off-premise advertising signs needs including the following sites:

1. Valley Sign/Lamar Outdoor Adverting; followup on construction, close out, commissioning
2. FedEx & Channel Proposed Signs/Outdoor Associates/Regency
3. Proposed Clear Channel sign conversion
4. Coordinate El Monte City School proposed sign

collectively (the "Property(s)"), and shall perform these services and carry out such other responsibilities as are set forth herein, and any additional duties and responsibilities as are reasonable within the general scope of such services and responsibilities as designated from time to time by the Client.

Services shall be performed in the name, and on behalf of Client, and shall consist of the duties set forth herein; provided, however, the performance of any duty by TRA is not beyond the reasonable control of TRA:

- (1) Coordinate, review and comment on all negotiations, litigation support, entitlements, etc. for all sign related matters
- (2) Provide guidance and advice to the Client on various options, opportunities, constraints and scenarios for all sign opportunities including:
 - a. Options and strategies on potential tenant signage, City branding, revenue potential,
 - b. Identify opportunities for sign location(s),
 - c. Identify Caltrans regulations and impacts, if any, for identified sign location(s),
 - d. Identify legal, political and CEQA issues to be addressed during any entitlement process, i.e. traffic, lighting, etc.,
 - e. Identify economic matters that will affect land use decisions related to a sign development,
 - f. Obtain a Preliminary Title Report for each potential site to identify any potential issues, if necessary,
- (3) Site visit to each potential location.
- (4) Work with Client to discuss options:
 - a. Identify and address issues and process with the Client and legal counsel,
 - b. Work with Client legal counsel to address all issues, opportunities and constraints,
 - c. Prepare potential values and annual revenue pro forma,
- (5) Scope to include meetings with staff, planning commission and city council as required.

Deliverables to include:

1. Powerpoint report to present to staff and the City Council in closed session with recommendations considering: property constraints & opportunities, economic impacts under different scenarios
2. Preliminary title reports on properties, if authorized,
3. Outline concepts with associated economic results,

4. City entitlement process, issues,
5. Legal issues to consider for each identified site,

All work shall be on a time and materials basis, per the attached schedule, with a not to exceed amount:

1. TRA cost estimate: \$30,000 per year; two year agreement
2. TRA reimburseable: Travel, etc. included in cost estimate
3. Title Report: \$750 - \$1,500 estimate for each property (third party cost)

EXHIBIT "B"
COMPENSATION RATE

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 2026/2027

The following are the hourly rates for each position:

President	\$330.00/hr
Executive Vice President	\$285.00/hr
Senior Vice President	\$250.00/hr
Vice President	\$230.00/hr
Director of Due Diligence/Research	\$160.00/hr
Administrative/Clerical	\$ 95.00/hr



CITY OF EL MONTE

FINANCE DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF APRIL 8, 2026

March 23, 2026

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 FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH VASQUEZ & COMPANY, LLP FOR INDEPENDENT AUDITING SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the First Amendment (23F06066.1A) to the Professional Services Agreement ("Agreement") with Vasquez & Company, LLP. ("Vasquez & Company") to exercise the first extension option and extend the term of the Agreement through June 30, 2027, for an amount not-to-exceed \$147,518 for the Fiscal Year term;
2. Authorize the City Manager to make all conforming modifications and edits and execute all implementing documents pertaining to the First Amendment to the Agreement with Vasquez & Company; and
3. Authorize the City Manager to exercise judgement and execute the second extension option, as necessary, and extend the term of the Agreement through June 30, 2028, for an amount not-to-exceed \$151,944 for the Fiscal Year term.

BACKGROUND

The City of El Monte (the "City") is required to have an independent audit of its financial statements annually and a single audit when the City expends \$750,000 or more in Federal awards.

On May 4, 2022, staff published a Request for Proposals ("RFP") for Professional Independent Auditing Services on the City's website in the "News" and the "RFP/ BIDS"

12.10

sections, on the California Society of Municipal Finance Officer (“CSMFO”) website, and on the City’s Planet Bids portal.

The RFP required the proposers to perform the following services:

1. Financial Statement Audit;
2. Assistance in the preparation and assembly of the Annual Comprehensive Financial Report (ACFR);
3. Single Audit;
4. Agreed-upon procedures on GANN Appropriations Limit;
5. Issue a Management Letter;
6. Prepare and submit the State Controller's Financial Transaction Report for the City and two (2) special districts;
7. Provide guidance on the implementation of new Governmental Accounting Standards Board (GASB) statements;
8. Issue a Letter to the City Council to communicate certain matters related to the planned scope and timing of the audit;
9. Make a presentation to the City Council at the conclusion of the audits; and
10. Provide at least 10 bound copies of the ACFR.

On May 31, 2022, the published deadline for the proposals to be submitted to the Finance Department, the City received three (3) proposals:

- Badawi & Associates;
- Eadie and Payne LLP; and
- Vasquez & Company, LLP.

After careful review and consideration of the proposals received, staff scored Vasquez & Company the highest due to their demonstrated professional skills and credentials, relevant experience and audit approach. Staff subsequently recommended that the City engage with Vasquez & Company.

On June 20, 2023, the City Council approved a Professional Services Agreement with Vasquez & Company for a term of three (3) years, with an option for two (2), one (1) year extensions, in an amount not-to-exceed \$716,734, to provide Professional Independent Auditing Services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Since 2023, Vasquez & Company has successfully conducted and completed the City’s Fiscal Year 2023 and 2024 audits. The 2025 audit is currently in progress.

Vasquez & Company's comprehensive approach, extensive experience, and ability to maintain well-defined schedules has permitted the City to comply with reporting deadlines.

The initial term of the Agreement for Vasquez's services will expire on June 30, 2026; however, Section 1.1 of the Agreement provides for two (2) additional one (1) year term extensions with the corresponding not-to-exceed amounts identified in Section 1.4.

As a result of Vasquez & Company's satisfactory performance, staff are seeking City Council approval to exercise the first of two (2) additional one-year extensions and authorize the City Manager to execute the extension via First Amendment to the Agreement.

Staff are also seeking the City Council's approval to authorize the City Manager to exercise judgement and execute the second extension option, as necessary, provided that Vasquez & Company continues to perform satisfactorily and the City Manager receives recommendation from the Finance Department's management to continue services beyond the First Amendment term subject to the terms and conditions as outlined in the original Agreement.

FISCAL IMPACT/FINANCING

The services with Vasquez & Company will be included in the budget for FY 2026-27 and FY 2027-28 as applicable.

The Agreement services with Vasquez & Company will be appropriated from the General Fund using Account No. 100-31-311-1-0-61170-00000.

CONFORMITY TO THE 2023 CITYWIDE STRATEGIC PLAN

On December 5, 2023, under Agenda Item No. 12.12, the City Council adopted the 2023 Citywide Strategic Plan Goals and Objectives.

The recommended action will further the City's Strategic Plan Goal 2 to Enhance Financial Stability.

CONCLUSION

It is recommended that the City Council approve the First Amendment to the Professional Services Agreement with Vasquez & Company, LLP to exercise the first extension option and extend the term of the Agreement through June 30, 2027, for an amount not-to-exceed \$147,518 for the Fiscal Year term; and authorize the City Manager to make all conforming modifications and edits and execute all implementing documents pertaining

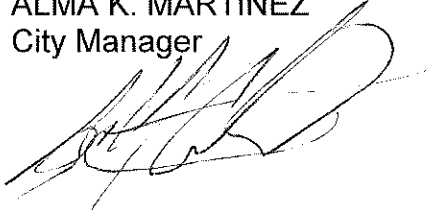
HONORABLE MAYOR AND CITY COUNCIL
MARCH 23, 2026
PAGE 4

to the First Amendment to the Agreement with Vasquez & Company; and authorize the City Manager to exercise judgement and execute the second extension option, as necessary, and extend the term of the Agreement through June 30, 2028, for an amount not-to-exceed \$151,944 for the Fiscal Year term.

Respectfully submitted,



ALMA K. MARTINEZ
City Manager



ANGEL F. CASTELLANOS
Finance Director

Attachment(s):

- First Amendment to the Professional Services Agreement with Vasquez & Company, LLP (23F06066.1A)

DATE: <i>April 8, 2026</i>
PRESENTED TO EL MONTE CITY COUNCIL
<input type="checkbox"/> APPROVED
<input type="checkbox"/> DENIED
<input type="checkbox"/> PULLED
<input type="checkbox"/> RECEIVE AND FILE
<input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
CHIEF DEPUTY CITY CLERK



CITY OF EL MONTE

FINANCE DEPARTMENT
CITY COUNCIL AGENDA REPORT

ATTACHMENT 1

**First Amendment to the Professional Services Agreement
with Vasquez & Company, LLP (23F06066.1A)**



2026

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

(Parties: City of El Monte and Vasquez & Company LLP)

(Engagement: Independent Auditing Services)

THIS FIRST AMENDMENT (hereinafter, "First Amendment") to that certain agreement entitled "Professional Services Agreement", Contract No. 23F06066, dated July 31, 2023 (hereinafter, the "Master Agreement"), by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY"), and VASQUEZ & COMPANY LLP (hereinafter, "CONSULTANT"), is hereby made and entered into this 1st day of JULY, 2026 (hereinafter, the "Effective Date"). 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 as appropriate.

RECITALS

This FIRST AMENDMENT is made and entered into with respect to the following facts:

WHEREAS, on July 31, 2023, the Parties executed and entered into the Master Agreement for CONSULTANT to provide professional independent auditing services; and

WHEREAS, the Master Agreement is attached and incorporated hereto as **Exhibit "A"**; and

WHEREAS, under Section 1.1 (TERM) of the Master Agreement, the Agreement is set to end on June 30, 2026, but the CITY has the option to extend the Term of the Agreement for a maximum of two (2) additional, one-year extension terms; and

WHEREAS, the Parties wish to extend the term of the Master Agreement by one-year, so that the Master Agreement will now end on June 30, 2027; and

WHEREAS, Section 1.4 (COMPENSATION) of the Master Agreement outlines the compensation method and payment terms for CONSULTANT's performance of the work; and

WHEREAS, the CITY will pay a total of FOUR HUNDRED SEVENTEEN THOUSAND TWO HUNDRED SEVENTY-TWO DOLLARS (\$417,272) (the "Initial Term Not-to-Exceed Sum") to the CONSULTANT for the Initial Term; and

WHEREAS, the CITY desires to increase the Not-to-Exceed Sum by ONE HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED EIGHTEEN DOLLARS

(\$147,518) (the "Amendment Term Not-to-Exceed Sum") for the one-year extension term;
and

WHEREAS, the new total Not-to-Exceed Sum for the Master Agreement, shall be FIVE HUNDRED SIXTY-FOUR THOUSAND SEVEN HUNDRED NINETY DOLLARS (\$564,790); and

WHEREAS, the execution of this First Amendment was approved by the El Monte City Council at its Regular Meeting of _____, 2026, under 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. Under Section 1.1 (TERM) of the Master Agreement, the CITY hereby exercises the option to extend the Master Agreement Term by one additional year so that the Master Agreement will now expire on June 30, 2027. The period commencing July 1, 2026 and ending June 30, 2027 will be known as the "First Extension Term."

SECTION 2. Section 1.4 (COMPENSATION), Subsection (A) of the Master Agreement is hereby amended to increase the Not-to-Exceed Sum of \$417,272 by \$147,518 for services performed during the First Extension Term. The new Not-to-Exceed Sum will now be FIVE HUNDRED SIXTY-FOUR THOUSAND SEVEN HUNDRED NINETY DOLLARS (\$564,790).

SECTION 3. The Scope of Work set forth in the Master Agreement, defined in Section 1.2 (SCOPE OF WORK) and its exhibits, is hereby amended to reflect changes in the Term and Compensation provided under this First Amendment. Any references in the Scope of Work or related exhibits to amounts, deadlines, or completion dates shall be deemed automatically updated to align with the intent of this First Amendment. All services, deliverables, and timelines shall be performed in accordance with the same terms and conditions of the Master Agreement, as amended by this First Amendment.

SECTION 4. 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.

SECTION 5. 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.

[SIGNATURES TO FOLLOW]

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: _____
Alma K. Martinez, City Manager

Date: _____

CONSULTANT:

VASQUEZ & COMPANY LLP

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Richard Padilla, Assistant City Attorney

Date: _____

EXHIBIT "A"
MASTER AGREEMENT



2023 AUG -7 A 11: 45

2023
PROFESSIONAL SERVICES AGREEMENT
(Engagement: Independent Auditing Services)
(Consultant: Vasquez & Company LLP)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 31st day of July, 2023 (hereinafter, the "Effective Date") by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and VASQUEZ & COMPANY LLP (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 Independent Auditing Services; and

WHEREAS, on April 18, 2023, CITY issued a Request for Proposals (RFP) for Professional Independent Auditing Services; 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 June 20, 2023 under Agenda Item No. 14.2.

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 TERM: The term of this Agreement ("Term") shall commence upon the date it is signed by all of the Parties and expire on June 30, 2026. CITY shall have the option to extend the Term of the Agreement subject to its same terms and conditions for a maximum of two (2), one-year extension terms. For purposes of this Agreement the term "Extension Term" shall refer to any one of the two, one-year extension term and the term "Extension Terms" shall be a collective reference to both of the one-year extension terms. 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 Article V (Termination), below.

1.2 SCOPE OF WORK:

A specified in greater detail in this Section, below, CONSULTANT will perform independent audits of financial statements and single audits for the 2022-2023 Fiscal Year, the 2023-2024 Fiscal Year and the 2024-2025 Fiscal Year. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described under:

- (i) Page(s) 12 through 13 of that certain Request for Proposals of CITY entitled "City of El Monte Request for Proposals (RFP) Professional Independent Auditing Services", (hereinafter, "Baseline Work Scope") dated May 25, 2023;
- (ii) Page(s) 1 through 2 of the written proposal of CONSULTANT entitled "Technical Proposal for Independent Professional Auditing Services City of El Monte" (hereinafter, the "Consultant Work Scope") dated May 25, 2023.

The Baseline Work Scope and the Consultant Work Scope are attached and incorporated hereto as **Exhibit "A" and "B"** respectively. The term "Scope of Work" shall be a collective reference to the Baseline Work Scope and the Consultant Work Scope. 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 Baseline Work Scope and the provisions of the Consultant Work Scope, the provisions of the document Baseline Work Scope 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.

1.3 PROSECUTION OF WORK:

- A. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work pursuant to the timelines and target dates identified in the Scope of Work. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- B. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subcontractors and subconsultants, to have related services or tasks completed in a timely manner;

- C. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- D. CONSULTANT shall, at its sole expense, pay all sales, consumer, use or other similar taxes required by law.

1.4 COMPENSATION:

- A. In consideration for CONSULTANT's performance of the Work, CONSULTANT shall be compensated in accordance with the schedule of hourly rates, charges and overall annual charges set forth under pages 1 through 6 of the document entitled "Cost Proposal for Independent Professional Auditing Services City of El Monte" (hereinafter, the "Approved Compensation Schedule") dated May 25, 2023, which is attached and incorporated hereto as **Exhibit "C"**. The foregoing notwithstanding, CONSULTANT's total compensation for all Work performed during the initial three-year Term of this Agreement shall not exceed the aggregate sum of **FOUR HUNDRED AND SEVENTEEN THOUSAND TWO HUNDRED AND SEVENTY-TWO DOLLARS (\$417,272)** (the "Initial Term Not-to-Exceed Sum").
- B. In the event CITY exercises one or both of its options to extend the Term of the Agreement, CONSULTANT shall be compensated in accordance with the same schedule of hourly rates, charges and overall annual charges set forth in the Approved Compensation Schedule. The foregoing notwithstanding, CONSULTANT's total compensation for all Work performed over both Extension Term shall not exceed the aggregate sum of **TWO HUNDRED NINETY-NINE THOUSAND FOUR HUNDRED AND SIXTY-TWO DOLLARS (\$299,462)** (the "Extension Terms Not-to-Exceed Sum").
- C. CONSUTLANT's overall total aggregate compensation over the initial three-year Term and both of the one-year Extension Terms combined may not exceed the sum of **SEVEN HUNDRED SIXTEEN THOUSAND SEVEN HUNDRED AND THIRTY-FOUR DOLLARS (\$716,734)** (the "Overall Not-to-Exceed Sum").
- D. CITY may suspend CONSULTANT's performance pending approval of additional expenditures by the City Council in the event CONSULTANT's charges are anticipated to exceed (i) the Initial Term Not-to-Exceed Sum prior to the expiration of the Term; (ii) the Extension Terms Not-to-Exceed Sum prior to the expiration either or both of the Extension Terms; or (iii) the Overall Not-to-Exceed Sum prior to at any time prior to the expiration of the Term or either of the Extension Terms. Any City Council authorization for additional expenditures shall be memorialized and approved in the form of a written amendment to this Agreement.

- E. The Parties agree that inflationary increases to the cost of labor or materials required to perform the Work during the Term or any Extension Term, whether anticipated or unanticipated as of the Effective Date of this Agreement shall obligate CITY to approve or agree to increases in hourly rates, charges, supplemental lump sum charges or any other increases.
- 1.5 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice identifying the Work performed during the recently concluded calendar month, including 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 identify 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.
- 1.6 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 during this period. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 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 CITY 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 Bruce Foltz, Director of

Finance (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or their 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 their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Roger Martinez, Partner, Audit Practice Leader, 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 their designee will supervise and direct the performance of the Work, using their 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 as 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 by CONSULTANT related to non-audit services such as the preparation of the CITY's financial statements will be subject to inspection and approval by CITY Representative or their 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 in accordance with the United States General Accounting Office's most recently adopted edition of Generally Accepted Government Auditing Standards (hereinafter referred to as the "Yellow Book");
- 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 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;

- 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 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 a time period that is mutually agreed upon by both parties. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute as 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.

- 2.6 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.
- 2.7 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 to 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.
- 2.8 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.
- 2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state and 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.

- 2.10 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.
- 2.11 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 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 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 claim.
- E. Cybersecurity Insurance Coverage Including Technology / Professional Liability Insurance, Intellectual Property Infringement, and Data Protection Liability Insurance ("Cybersecurity Insurance"): Coverage shall include cyber liabilities and financial loss resulting or arising from acts, errors, or omissions, in connection with data maintenance, hosting, software development and other information technology services.
 - 1. Intellectual property infringement arising out of software and/or content (excluding patent infringement and misappropriation of trade secrets);
 - 2. Breaches of security;
 - 3. Violation or infringement of any right, privacy, breach of federal, state, or foreign security and/or privacy laws or regulations including; and
 - 4. Data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code; and participation in a denial-of-service attack on a third party.
- F. The minimum limits shall be three million dollars (\$3,000,000) for each and every claim and in the aggregate.

The insurance requirements set forth in Article III, Section 3.1 A-E may be addressed through an Umbrella Liability Policy provided that such a policy extends coverage in the same manner as the specified requirements and does not result in limits lower than those required in Article III, Section 3.1 A-E.

- 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 SUBROGRATION: CONSULTANT hereby grants to CITY a waiver of any right to subrogation, which any insurer CONSULTANT, except for professional liability insurance, may acquire against CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONSULTANT, its employees, agents, subconsultants and subcontractors.
- 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. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.

- 3.7 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 CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.8 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. Any such circumstances shall be addressed in a written amendment, subject to City Manager approval, and shall not be valid until such amendment has been signed by both parties. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void or invalid.

IV. INDEMNIFICATION

- 4.1 To the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY and CITY's officials, officers, employees, agents and volunteers (collectively, the "City Indemnitees") from and against all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses, including reasonable attorneys' fees and disbursements (collectively, "Claims") which the City Indemnitees may suffer or incur or to which the City Indemnities may become subject to by reason of or arising out of CONSULTANT's negligent performance under this Agreement, or by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, employees, directors or subconsultants.
- 4.2 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.

- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.6 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 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), 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: the nature of the Event of Default; the action required to cure the Event of Default; and a date by which the Event of Default will be cured, which will not be less than the time period prescribed under paragraph (B) of this Section, below.
- B. CONSULTANT shall cure an Event of Default within thirty (30) calendar days from the date of the Default Notice. Prior to the expiration of the applicable 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 applicable cure period or alternatively that compliance with applicable and legally mandatory Yellow Book standards excuses CONSULTANT's obligation to cure the Event of Default with the time period prescribed.
- C. In addition to any failure of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or failure to timely perform or properly perform any such duty, obligation, service or task) as referenced under paragraph (A) of this Section, above, an Event of Default also includes 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 or 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 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 1.5, above, will 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 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.
- F. 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.
- G. 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.

H. 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: Excluding auditor's workpapers which must be retained by CONSULTANT pursuant to General Auditing Standards, 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:

Vasquez & Company LLP
655 N. Central Avenue, Suite 1550
Glendale, CA 91203
Attn: Roger Martinez, Partner, Audit
Practice Leader
Phone: 213-873-1703

CITY:

City of El Monte
Finance Department
Attn: Bruce Foltz, Finance Director
11333 Valley Bld.
El Monte, CA 91731
Phone: 626-580-2075

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.

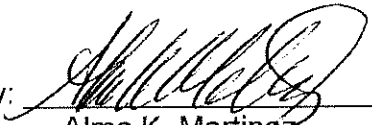
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion 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 [RESERVED – NO TEXT]
- 6.21 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.

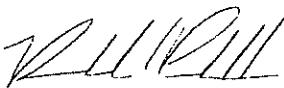
CITY OF EL MONTE, a municipal corporation

VASQUEZ & COMPANY LLP

By: 
Alma K. Martinez
City Manager
Date: 7/31/23

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: 
Richard Padilla
Assistant City Attorney
Date: July 27, 2023

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

VASQUEZ & COMPANY LLP

By: _____
Alma K. Martinez
City Manager

By: *Alma K. Martinez*
Name: ROGER MARTINEZ
Title: PARTNER

Date: _____

Date: 07/05/23

APPROVED AS TO FORM:

By: _____
Richard Padilla
Assistant City Attorney

Date: _____

EXHIBIT "A"
CITY RFP



CITY OF EL MONTE

REQUEST FOR PROPOSALS (RFP)

PROFESSIONAL INDEPENDENT AUDITING SERVICES

IMPORTANT DATES:

Request for proposals issued	May 4, 2022
Due date for submission of questions regarding RFP	May 11, 2022
Due date for submission of proposals	May 31, 2022 by 4:00 pm

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Attachment A

SCOPE OF WORK

The City of El Monte requires the selected independent auditor to perform the following tasks:

1. Perform a Financial Statement Audit and render an Independent Auditor's Report on the Basic Financial Statements of the City and its component units in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards, issued by the Comptroller General of the United States. As part of audit, the firm will render a report on the basic financial statements that will include both Government-Wide Financial Statements and Fund Financial Statements, and also apply limited procedures to Management's Discussion and Analysis (MD&A) and Required Supplementary Information (RSI). The report will be addressed to the City Council.
2. In connection with the audit, perform certain non-audit services necessary for the preparation of the financial statements, including assistance in the preparation and assembly of the Annual Comprehensive Financial Report. The transmittal letter, management's discussion and analysis, and statistical sections will be prepared by the City. The City has received a "Certificate of Achievement for Excellence in Financial Reporting" under the Government Finance Officers Association's (GFOA) award program for the past fiscal years and plans to continue to submit its ACFR to the awards program in each of the years covered under this proposal.
3. Perform a Single Audit of the expenditure of federal awards in accordance with U.S. Office of Management and Budget Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and render an opinion on the Internal Control over Financial Reporting and on Compliance and Other Matters based on an audit of the City's financial statements performed in accordance with *Government Auditing Standards*, and on compliance with requirements applicable to each Major Federal Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards.
4. Perform an agreed-upon procedures pertaining to the City's calculation of the GANN Appropriations Limit (GANN), as required by Section 1.5 of Article XIII-B of the California Constitution, and render a report on agreed-upon procedures annually to the City.
5. Issue a Management Letter that includes recommendations for improvements in internal control and financial reporting. Management

Letter will be addressed to the Management and the Members of the City Council.

6. Prepare and submit the State Controller's Financial Transaction Report for the City and two special districts namely El Monte Water Authority and El Monte Public Facilities Corporation.
7. Provide guidance on the implementation of new Governmental Accounting Standards Board (GASB), Statement of Auditing Standards (SAS) and Office of Management and Budget (OMB) requirements and specifics of Federal and State of California regulations as they pertain to local government accounting.
8. Issue a Letter to the City Council to communicate certain matters related to the planned scope and timing of the audit of City's financial statements and compliance.
9. Make a presentation to the City Council at the conclusion of the audits and discuss the scope of engagement, firm's independence, audit results, comments and recommendations, and required communications to those charged with governance which are follows:
 - Management's Responsibility
 - Consultation with Other Accountants
 - Difficulties with Management
 - Disagreements with Management
 - Significant accounting policies.
 - Controversial Issues
 - Audit Adjustments
 - Conditions of Retention
 - Irregularities, Fraud or Illegal Acts
 - Management Representations
10. Provide at least 10 bound copies of the Annual Comprehensive Financial Report in addition to the electronic pdf copy.

EXHIBIT "B"
CONSULTANT PROPOSAL

Technical Proposal for
Independent Professional Auditing Services

City of El Monte

Submitted by:

Roger Martinez
Partner, Audit Practice Leader
655 N. Central Avenue, Suite 1550
Glendale, CA 91203
Tel: (213) 873-1703
Email: ram@vasquezcpa.com

May 25, 2023



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655 N. Central Avenue
Suite 1550
Glendale, CA 91203

www.vasquez.cpa

213-873-1700
OFFICE

\ LOS ANGELES
\ SAN DIEGO
\ IRVINE
\ SACRAMENTO
\ FRESNO
\ PHOENIX
\ LAS VEGAS
\ MANILA, PH

Transmittal Letter

May 25, 2023

City of El Monte

Attn: Bruce Foltz, Finance Director

El Monte City Hall – East
11333 Valley Boulevard
El Monte, CA 91731

Re: Vasquez Technical Proposal for Professional Independent Auditing Services

Vasquez & Company LLP (Vasquez) is pleased to submit our technical proposal to perform independent audit of financial statements and single audit for a minimum of three (3) fiscal years, beginning with the fiscal year ending June 30, 2023, with the option for up to two (2) additional years.

Firm's Understanding

Vasquez understands the size and complexity of the City and the scope of services as follows:

- Perform an audit and render an auditor's report on the Basic Financial Statements of the City and its component units in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States.
 - As part of our audit, we will render a report on the basic financial statements that will include both Government-Wide Financial Statements and Combining Fund Financial Statements and also apply limited audit procedures to Management's Discussion and Analysis (MD&A), if provided and required supplementary information pertaining to the General Fund and each major fund of the City.
 - We will render our auditor's reports on the City's internal control over financial reporting and compliance with relevant laws and regulations and other matters based on our audit of the financial statements.
 - Prepare and word process the City's Annual Comprehensive Financial Report.
- Issue a Management Letter that includes recommendations for improvements in internal control, accounting procedures, and other significant observations that are considered to be non-reportable conditions.



- Perform a Single Audit and render an auditor's report on the expenditure of federal grants in accordance with U.S. Office of Management and Budget Federal regulations entitled "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200*" (the Uniform Guidance).
 - We will issue our report on the City's Schedule of Expenditures of Federal Awards.
 - We will render an opinion on the City's compliance with requirements applicable to each Major Program.
 - We will render our report on the City's internal controls over the administration of Federal funds.
- Perform agreed-upon procedures pertaining to the City's GANN Limit and render a letter annually to the City regarding compliance.
- Prepare the Annual State Controller's Report for the City and two special districts (i.e., El Monte Water Authority and El Monte Public Facilities Corporation).
- Provide guidance on implementing new GASB and OMB requirements and specifics of Federal and State of California regulations pertaining to local government accounting.
- Provide assistance to meet the requirements of the GFOA program, including preparing answers to all GFOA comments.

Upon request and specifically after our audits, we will be pleased to make a presentation to the City Council, during which we will discuss our audit approach, scope, and results. We pride ourselves on our ability to convey complex information in an informative fashion, free of bias, such that Management and the City Council can evaluate the significance of the information and determine action plans as may be appropriate.

Management can be assured our audits will be performed in accordance with the following:

- Generally accepted auditing standards generally accepted in the United States of America,
- The standards applicable to financial audits contained in the most current version of the Government Auditing Standards, issued by the Comptroller General of the United States,
- The provisions of the Single Audit Act and the U.S. Management and Budget Uniform Guidance, and
- Government Accounting Standards Board (GASB) pronouncements.

Why Vasquez?

Experienced Firm:

- Experienced in serving the financial and compliance needs of over 80 municipalities in California.
- Experience assisting government agencies achieve the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting.

Experienced Leaders:

- Linda Narciso, Vasquez Partner formerly with , will lead our delivery of services to the City. She will direct and supervise the auditors in performing the engagement, review the audit results, and provide technical expertise as appropriate.
- Cristy Canieda, Vasquez Partner, formerly with PwC, will act as the engagement quality control reviewer and provide an objective evaluation of the significant judgments the engagement team made and the conclusions it reached in formulating the auditor's report.



Information Technology Expertise:

- Our audit approach includes an on-site and off-site review of the City's Information Technology (I.T.) general controls by I.T. professionals with more than 20 years of experience to assess whether the standards of security, integrity, continuity, and control are conducive to reliable processing, consistent with the City's technology standards and appropriate to safeguard your information assets.

National Resources:

- As part of the RSM US Alliance, we have access to the resources, tools, and expertise of RSM US LLP (the fifth-largest accounting firm in the United States).

Our Internal Control-Based Audit Approach:

- Our professionals, with extensive experience in performing financial and compliance audits of local municipalities and other public agencies in California, will bring an unbiased, fresh perspective to the City's systems, operations, and practices. Our experience will allow us to assess your risk and compare your existing policies and practices to those used by other efficient, reputable agencies. We will focus on the critical areas of your operations.
- Our audit approach is unique in evaluating and testing key internal accounting controls rather than merely performing substantive tests. As a result, this approach provides critically important information to City management about the effectiveness of its internal controls.

Communication with the City:

- We will hold regularly scheduled status meetings to keep you abreast of our progress.
- We will provide you with meaningful status reports.
- We will take a proactive approach to develop practical solutions to identified challenges.
- Team members, including the engagement partner and quality control partner, will be available year-round.

Addressing Critical Accounting Matters:

Recognizing that your interests are best served by highly qualified, knowledgeable, and trained accountants and auditors, we offer our staff and our clients:

- Frequent training in current technical matters and subjects of importance to the finance, accounting, and auditing aspects of local governments, such as new GASB and OMB requirements.
- Specifics of Federal and State of California regulations pertaining to local government accounting, reporting, and compliance.

Timeliness:

- We understand and appreciate the importance of adhering to agreed-upon timelines and meeting deadlines.
- We structure our audit approach to recognize issues early, plan for the orderly completion of our work, and avoid end-of-the-audit surprises.
- We commit to performing the work within the agreed timeframe.



City of El Monte
May 25, 2022
Page 4

New GASB Pronouncement Experience:

- Our team has assisted our clients in adopting applicable Governmental Accounting Standards Board (GASB) statements.
- Our firm assists clients in assessing their readiness to implement the new standards and guiding them through the implementation.

Providing an Effective and Efficient Audit:

- Our risk-based approach, high-caliber management team, and experienced staff ensure that critical issues are not overlooked but promptly identified, communicated to you, and resolved to the City's satisfaction.

Vasquez is committed to providing the City with the highest customer service, and I trust that you will find Vasquez well-qualified to provide the City with professional auditing services. If you have any questions or need further assistance, please call me at the contact information below. I, Roger Martinez, Partner with Vasquez, am authorized to negotiate and bind the firm to contract.

VASQUEZ & COMPANY LLP

A handwritten signature in black ink that reads "Roger Martinez". The signature is fluid and cursive, with the first and last names clearly legible.

Roger Martinez, Partner – Audit Practice Leader
655 N. Central Avenue, Suite 1550
Glendale, CA 91203
tel.: 213-873-1703
email: ram@vasquezcpa.com

License to Practice in California

Vasquez is properly licensed to conduct public accounting in California. We assure the City that all "key" engagement team members are licensed Certified Public Accountants in California. Vasquez certifies that it will inform the City of any suspension, termination, lapse, non-renewals, or restrictions of its licenses, certificates, or other required documents upon notification.

Independence

Vasquez meets the independence requirements of the auditing standards generally accepted in the United States of America and the *Government Auditing Standards*, published by the United States General Accounting Office ("Yellow Book") as it relates to the City and its component units.

Firm Qualifications and Experience

Vasquez has over 50 years of experience performing financial, compliance, and performance audits, internal control reviews, fraud investigations, and risk assessments of government agencies. Our specialists also have technical expertise in transportation compliance, construction contracts and leasing, affordable housing, HUD-funded low-income housing, and local governance.

As a regional firm with former partners and managers with international accounting firms, we offer superior service characterized by timely, personalized attention. Our professionals deliver innovative yet practical solutions that help clients gain a competitive advantage. The following represents a partial list of benefits that would be available to the City as a client of the firm:

- Specialty and expertise in financial, compliance, internal, and performance audits
- Knowledge of Government "best practices"
- Extensive partner involvement
- Practical information about current trends
- Routine consultation throughout the year
- Cutting-edge technology utilized to minimize audit costs for you
- Quality assurance built into all aspects of the engagement, from staffing to planning, execution, and reporting

Firm Resources

Since its inception, Vasquez has focused on serving governmental entities. As a result, the government industry comprises the largest portion of the industries we serve today.

Partners	7
Directors	7
Sr. Managers /Managers	22
Supervisors	25
Senior Auditors	65
Staff Auditors	124
Professionals	250
Administrators	30
Total	280

Government Practice Group

The Vasquez Government Practice Group comprises 200+ professionals trained and experienced in serving government entities, specializing in California cities, municipal water, transportation, education, and other special districts.



The Vasquez Government Practice Group are professionals from international accounting firms seeking to focus on their chosen industry – mainly government and nonprofit – and work with greater autonomy in a progressive, agile, client-centric environment. The Vasquez leadership consists of eight (8) partners, each previously working with one or more global accounting firms. This experience emphasizes quality, innovation, performance standards, opportunity, discipline, and professional growth.

Office Locations

We will serve the City from our headquarters based in Glendale:

<u>Headquarters</u> 655 N. Central Avenue, Suite 1550 Glendale, CA 91203 t) 213-873-1700 f) 213-873-1777	<u>Fresno</u> 1444 Fulton Street Fresno, CA 93721 t) 559-663-0213	<u>Irvine</u> 7545 Irvine Center Dr., Suite 200 Irvine, CA 92618 t) 949-623-8798	<u>Las Vegas</u> 3753 Howard Hughes Parkway Paradise, Unit 200 Las Vegas, NV 89169 t) 702-784-7644
<u>Manila</u> 29F Rufino Tower 6784 Ayala Avenue Makati City, 1226 Philippines	<u>Phoenix</u> Two North Central Avenue, Suite 1800 Phoenix, AZ 85004 t) 602-759-7319	<u>Sacramento</u> 1215 K Street 17 th Floor Sacramento, CA 95814 t) 916-503-3269 f) 916-503-2401	<u>San Diego</u> 333 H Street Suite 5000 Chula Vista, CA 91910 t) 619-254-6605 f) 213-873-1777

National Resources

Vasquez is an integral part of the RSM US Alliance, a premier affiliation of independent accounting and consulting firms in the United States, with over 75 members in over 38 states, the Cayman Islands, and Puerto Rico. This affiliation gives us access to a full range of national and international capabilities. In addition, as a member of the RSM US Alliance, Vasquez has access to the resources and services RSM provides its clients. We accepted an invitation to join the RSM US Alliance because it is a natural fit with our commitment to our clients and our determination to stay at the forefront of developments affecting accounting and consulting firms today.

AICPA Government Audit Quality Center

Vasquez is an AICPA Governmental Audit Quality Center (GAQC) member. Membership in the AICPA GAQC demonstrates our commitment to quality in the performance of governmental audits. Leveraging the Center's benefits enables us to access resources designed to enhance audit quality and apply audit best practices.

Quality Control

Vasquez has an extensive quality control program designed to monitor compliance with the audit and accounting professional standards and firm policies. Our client service approach requires the active involvement of experienced partners and managers in the consulting and audit engagements to ensure that critical issues are identified and resolved on time.

Performance Monitoring and Assessment

The objective of the engagement performance element of our quality control is to provide reasonable assurance that:

- Engagements are consistently performed in accordance with applicable professional standards and regulatory and legal requirements,
- Our firm or engagement partner issues reports that are appropriate in the circumstances.

Policies and procedures for engagement performance address all phases of the design and execution of the engagement, including engagement performance, supervision responsibilities, and review responsibilities. Policies and procedures require that consultation takes place when appropriate. Also, our firm has established criteria against which all engagements are to be evaluated to determine whether an engagement quality control review should be performed.

We satisfy the above objectives by establishing and maintaining the following policies and procedures:

- Planning for engagements meets professional, regulatory, and firm requirements.
- Qualified engagement team members review work performed by other team members on a timely basis.
- Vasquez establishes procedures addressing the nature, timing, extent, and documentation of the engagement quality control review.
- Vasquez establishes criteria for the eligibility of engagement quality control reviewers.
- Vasquez requires that consultation take place when appropriate; that sufficient and appropriate resources are available to enable appropriate consultation to take place; that all the relevant facts known to the engagement team are provided to those consulted; that the nature, scope, and conclusions of such consultations are documented; and that conclusions resulting from such consultations are implemented.

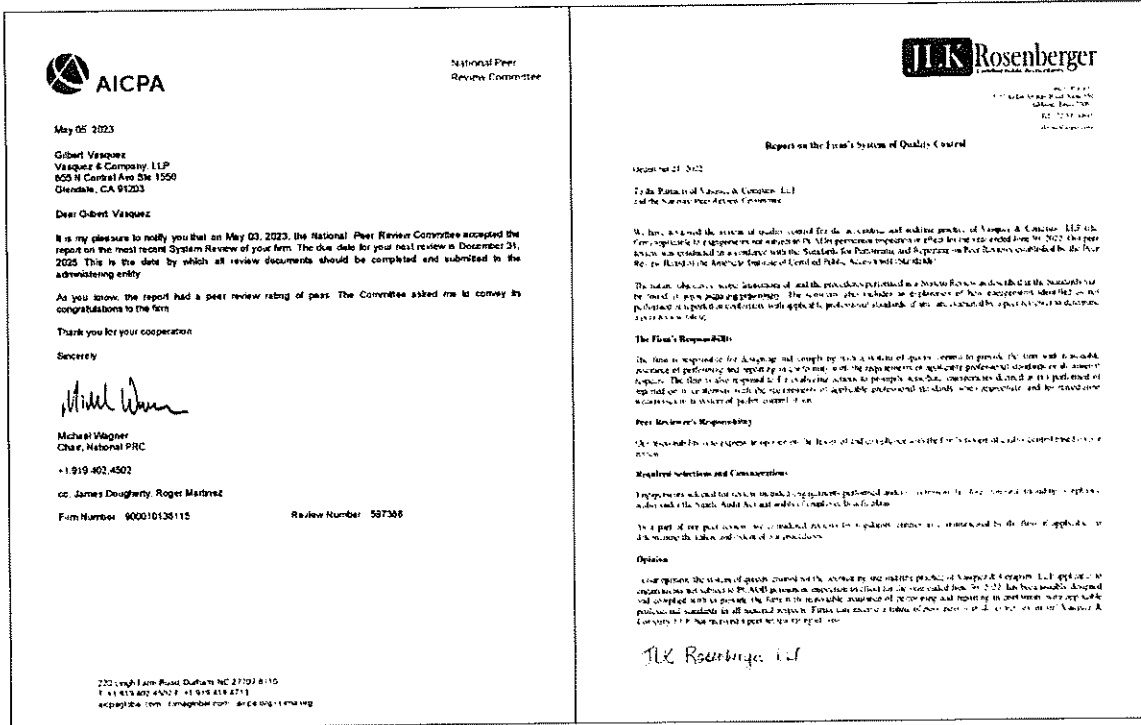
Management follow-up procedure internally called "Voice of the Client" to set the tone of "how we did" and "where we can improve."

Federal or State Desk or Field Reviews/Disciplinary Actions

Vasquez has passed all desk reviews by Federal and State agencies. The Departments of Labor and Health Resources and Services Administration performed our most recent reviews. In addition, Vasquez has not had any disciplinary actions taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

Peer Review

Vasquez is a member of the American Institute of Certified Public Accountants (AICPA) Division of Firms and received a Peer Review Rating of "Pass" without comment - the highest rating from the AICPA on its peer review dated April 1, 2020. As a member of the AICPA Governmental Audit Quality Center (GAQC), this peer review covered several government engagements similar in size and complexity as the City performed in accordance with Government Auditing Standards and Uniform Guidance. A copy of the peer review opinion follows:



Government Experience

Vasquez provides audit services to approximately 100 government agencies on an annual basis. Our audits are performed in accordance with auditing standards generally accepted in the United States, Government Auditing Standards, OMB Uniform Guidance, and the Office of the State Controller's Minimum Audit Requirements and Reporting Guidelines for California Special Districts (when applicable).

GFOA Client Awardees

Vasquez professionals are acknowledged experts on GAGAS regulations and GASB reporting requirements. In addition, we have substantial experience in preparing Comprehensive Annual Financial Reports that have assisted our clients in achieving the Government Finance Officers Association Award for Excellence in Financial Reporting.

Cristy Canieda, Vasquez Government Practice Leader, is a reviewer for the Government Finance Officers Association. Following is a representative list of significant government client engagements that achieved their Certificate of Excellence for Excellence in Financial Reporting.

- City of Baldwin Park
- City of Carson
- City of Culver City
- City of El Monte
- City of Lynwood
- United Water Conservation District
- San Joaquin Regional Transit Agency
- Water Replenishment District of Southern California



- City of Simi Valley
- City of Torrance
- Encina Wastewater Authority
- Upper San Gabriel Valley Municipal Water District
- Victor Valley Wastewater Reclamation Authority

GASB Pronouncements

Our firm encourages the early adoption of all applicable Government Accounting Standards Board (GASB) statements. Some of these standards have been monumental in establishing new financial reporting requirements for state and local governments throughout the United States and restructured much of the information presented in the past.

As a member of the RSM US Alliance, Vasquez personnel are routinely updated through RSM's formal and informal relationships with the officials of most key federal departments.

Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

We are proposing an engagement team with substantial experience in auditing governmental entities for the City's financial and compliance audits. Our industry-focused staff has undergone training courses dedicated to governmental accounting, auditing, and financial reporting, and specialized training in the compliance requirements of OMB Uniform Guidance regarding changes in Single Audit requirements. In addition, our partners have conducted training for professional organizations on Uniform Guidance.

Management Letter Comments

Providing value-added management letter comments is a priority for Vasquez. Our auditors/consultants' unique experience enables us to provide meaningful assistance beyond what most audit firms can provide. We do this through many different forms, but it primarily identifies issues before becoming major problems for our clients. In addition, we meet with our clients throughout the year to better understand their challenges. As a result, our clients have realized many benefits, including improved operational efficiencies, security, and proactive prevention of potential future audit issues.

List of Municipal Clients

Vasquez performs numerous financial and compliance audits of governmental organizations. These audits include risk assessments conducted pursuant to a structured approach based on the standards outlined in the COSO Principles.

Our audits are performed in accordance with auditing standards generally accepted in the United States, Government Auditing Standards, OMB Uniform Guidance, and the Office of the State Controller's Minimum Audit Requirements and Reporting Guidelines for California Special Districts (when applicable).

Clients		
City of Agoura Hills	City of Hawthorne	City of South Gate
City of Alhambra	City of Hidden Hills	City of Torrance
City of Antelope Valley	City of Huntington Park	City of Vernon
City of Arcadia	City of Industry	City of Walnut
City of Avalon	City of Inglewood	City of West Hollywood
City of Artesia	City of Irwindale	Alameda Corridor-East Construction Authority
City of Azusa	City of La Puente	Encina Wastewater Authority
City of Baldwin Park	City of Lawndale	Hidden Valley Municipal Water District

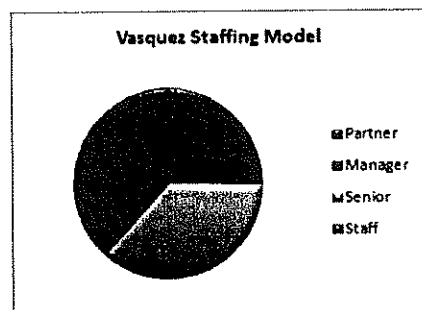
Clients		
City of Bell	City of Long Beach	Los Angeles County Metropolitan Transportation Authority
City of Beverly Hills	City of Lynwood	Metropolitan Water District of Southern California
City of Bradbury	City of Malibu	Municipal Water District of Orange County
City of Burbank	City of Maywood	Needles Public Utility Authority
City of Calabasas	City of Montebello	Plumas County Transportation Commission
City of Carson	City of Monterey Park	Port of Long Beach
City of Claremont	City of Moreno Valley	San Gabriel Basin Water Quality Authority
City of Commerce	City of Norwalk	San Gabriel Valley Council of Governments
City of Compton	City of Palos Verdes Estates	San Joaquin Regional Transit District
City of Covina	City of Pico Rivera	Southern California Association of Governments
City of Cudahy	City of Pomona	Southern California Regional Rail Authority
City of Culver City	City of Rosemead	SunLine Transit Agency
City of Diamond Bar	City of San Fernando	United Water Conservation District
City of Downey	City of Santa Monica	Upper San Gabriel Valley Municipal Water District
City of El Monte	City of Simi Valley	Victor Valley Wastewater Reclamation Authority
City of Gardena	City of South El Monte	Water Replenishment District of Southern California

Partner, Supervisory and Staff Qualifications and Experience

Our senior engagement team members are responsible for ensuring the delivery of quality work. They will regularly meet with you, answer questions, provide guidance, and help ensure issues are identified and resolved promptly.

Vasquez has built its reputation on close partner involvement and strong client relationships. However, the ultimate success of our client relationships is largely attributable to one key component – our people. Our engagement teams are structured with extensive partner involvement. As a result, our average partner-to-staff leverage ratio is higher than most other firms. As a result, our budgeted hours include higher partner involvement than you may have experienced.

Beyond partner leadership and support, an audit is only as good as those doing most of the work daily. Therefore, we are committed to providing a staff resource pool that embodies the attributes you expect of your auditor, including technical expertise in GASB, knowledge of government and utility industries, and soft skills such as respect, empathy, and timely response to questions.



Continuing Professional Education

To ensure that our professional staff remains current on the latest audit and accounting developments and meets the requirements for maintaining active licensure in good standing, we see that our professional staff receives the required number of CPE hours within the established period. Vasquez also conducts in-house seminars for the professional staff. Our team is held to a high standard of quality; we offer the following CPE Programs for our staff:

- Continuing Education courses provided by the American Institute of Certified Public Accountants (AICPA), which the firm sponsors live and in-house for its staff and clients, conducted by highly qualified professionals from the AICPA and the California CPA Education Foundation.
- Attendance at conferences and seminars related to government accounting sponsored by:
 - Government Finance Officers Association
 - Association of Local Government Auditors and the
 - California Society of Municipal Finance Officers
 - RSM US Alliance.

Following is a list of CPE courses provided by Vasquez for the current year and the past three (3) years:

Course	Date
Q4 Current Accounting Practice Issues and Recent Developments	01/12/2022
Lessee Accounting under ASC 842, Leases	01/13/2022
Business Combinations: Consideration, Transaction Costs, and Measurement Period Adjustment	01/27/2022
Planning a State and Local Government	03/22/2022
Q1 Current Accounting Practice Issues and Recent Developments	04/12/2022
En Route to Govt Season	08/24/2022 08/26/2022
Q2 Update	07/21/2022
State & Local A&A Update	07/13/2022
GASB's Lease Standards: Are You Ready	02/01/2022
RSM Webcast - Annual Compliance Update	07/20/2022
Q2 State and Local Governments A&A Updates – 2022	07/13/2022
RSM Webcast - 2022 Annual Governmental Update	06/15/2022
Governmental Accounting & Auditing Encore Virtual Conference Webcast	05/24/2022
Planning a State and Local Government Audit (65601-2202)	03/22/2022
Lessee Accounting under ASC 842, Leases (45467-2201)	01/13/2022
Q4 State Local Governments A&A Updates - 2021 (64374) Training	01/05/2022
2021 Government Audit Quality Center Annual Update Webcast	04/22/2021
Accountant's Liability: Balancing Risk & Reward	05/15/2021
When You Think It; Ink It: Best Practices in Single Audit Documentation	06/22/2021
Q2 Emerging Topics In Auditing	07/22/2021
25 th Annual Government GAAP Update	11/05/2020

Course	Date
RSM Q3 Current Accounting Topics	10/15/2020
CARES (HEERF) Reporting Requirements	10/14/2020
KPMG Quarterly Outlook for Accounting and Financial Reporting	09/15/2020
Government Audits	07/30/2020
Single Audit	07/16/2020
Audit of Cash, Investments, Property and Equipment, Inventory, Intangibles, Accounts Receivable, and Revenues	07/10/2020
Audit Sampling, Transaction Cycles, and Test of Controls	07/01/2020
Audit Planning, Risk-Based Audit Concepts, Roles of Audit Engagement Team Members	06/16/2020
Documentation, Analytical Procedures, Substantive Procedures Overview, Going Concern, and Indicators	06/16/2020
Nonprofit Accounting and Auditing Updates	05/19/2020
Governmental Accounting and Auditing Virtual Conference	04/30/2020
Q1 Current Accounting Topics Quarterly Updates – 2020	04/22/2020

Engagement Team

Team Member	Role
Linda Narciso, CPA, CGMA Partner	<p>Linda Narciso, Vasquez Partner formerly with PWC, with over twenty (20) years of public accounting experience, will lead services and supervise the auditors in performing the audit engagement and provide technical assistance as appropriate.</p> <p>Linda's experience includes numerous external audits of municipalities and large complex governmental entities, including the cities of El Monte, South El Monte, Palos Verdes Estate, and Simi Valley.</p>
Cristy Canieda, CPA, CGMA Partner	<p>Cristy Canieda, Vasquez Government Practice Leader, with over twenty (20) years of public accounting experience, will have the responsibility of technical reviewer for the engagement and work closely with the Lead Partner to review and evaluate the audit fieldwork and reports.</p> <p>Cristy oversees all the firm's municipal audit engagements and serves as a Technical Reviewer for the GFOA Certificate of Excellence in Financial Reporting Program.</p>
Rhoda Dollaga, CPA Manager	<p>Rhoda Dollaga, Vasquez Manager with seven (7) years of public accounting experience, will work closely with the manager to plan, coordinate, and review the fieldwork for the City's annual financial and compliance audits. In addition, she will supervise the day-to-day activities and task accomplishments, monitor progress, and ensure schedule compliance.</p> <p>Rhoda's experience includes the cities of Baldwin Park, Cudahy, El Monte, Simi Valley, and Vernon.</p>

Team Member	Role
Hing Wan, CISA IT Manager	<p>Hing Wan, Vasquez IT Manager with over ten (10) years of experience in IT consulting and auditing, will oversee audit procedures pertaining to the City's financial systems and Information Technology.</p> <p>Wan's IT risk-based controls assessments approach for evaluating and testing internal controls provides added assurance to management and the Governing Board.</p>



LINDA NARCISO, CPA, CGMA

Partner

Vasquez & Company LLP
Tel: 213-873-1726
Email: lnarciso@vasquezcpa.com

Areas of Expertise

Linda's areas of expertise include overseeing all aspects of financial and compliance audits including internal control reviews, Single Audits performed in accordance with Office of Management and Budget Uniform Guidance, program specific audits, financial statement reviews, forecasts and projections to nonprofit organizations and government agencies. Her audit experience includes audits of large public charities with substantial investment portfolios.

Representation of Experience

- City of Baldwin Park
- City of Cudahy
- City of Culver City
- City of Gardena
- City of Lynwood
- City of Montebello
- City of San Fernando
- Alameda Corridor East Construction Authority
- Alameda Corridor Transportation Authority
- Los Angeles County Employees' Retirement Association
- Los Angeles County Metropolitan Transportation Authority
- Needles Public Utility Authority
- San Gabriel Valley Council of Governments
- Southern California Association of Governments

Professional Background

Linda's professional background includes PwC and EY. She is also a member of the California Society of CPAs, American Institute of Certified Public Accountants, and Certified Global Management Accountant.

Educational Background

Linda received her Bachelor of Accountancy degree at the De La Salle University. She remains current on accounting matters by attending conferences and continuing education courses which are focused on subjects applicable to nonprofit accounting and financial reporting, as well as federal and state regulatory matters and auditing requirements.

Continuing Professional Education

Following are the continuing professional education courses completed by Linda Narciso in the past three (3) years:

Course Title	Subject Code	Date
Q4 Current Accounting Practice Issues and Recent Developments – 20-21	AA	01/12/2022
Leases Accounting under ASC 842	AA	01/13/2022
Planning a State & Local Govt Audit	GV	01/13/2022
Implementation is Coming: A GASB Update on Current Standards	GV	04/07/2022
Governmental Acctg & Auditing Conference	GV	05/24/2022
Q2 Audit Update 2022	AA	07/21/2022
Q3 Audit Update 2022	AA	10/27/2022
Q3 State Local Governments A&A Updates – 2021	G.V.	10/12/2021
Compliance Supplement and Other Topics – 2021	A.A.	10/08/2021
State and Local Government Industry Updates – 2021	G.V.	09/30/2021
Fraud 101 - Fraudulent Financial Reporting	F.R.	08/27/2021
Debt Classification under US GAAP	A.A.	08/12/2021
Key Audit Matters – GAAS	A.A.	08/11/2021
How to Review State and Local Government Audit Files	G.V.	07/29/2021
Accountancy Laws, Ethics, Taxes, and Financial Reporting Review: Ethics	E	07/28/2021
Q2 State Local Governments A & A Updates	G.V.	07/13/2021
KPMG's Q2 Quarterly Outlook on Accounting and Financial Reporting	A.A.	06/22/2021
State and Local Government Risk Assessment and Audit Assertions	G.V.	06/21/2021
GAS and Single Audit Considerations - Intermediate Level	G.V.	06/15/2021
Q1 State Local Governments A&A Updates – 2021	G.V.	05/25/2021
Statement of Cash Flows - Practical issues	A.A.	05/11/2021
Accountant's Liability: Balancing Risk and Rewards	R.E.	05/10/2021
Capitol Insights: Governmental A & A Virtual Conference	G.V.	05/03/2021
Audit Year-End Alert 2020	A.A.	12/10/2020
Documenting Compliance Audit Procedures	G.V.	10/21/2020
Supervising and Reviewing our Consideration of Internal Controls in a Single Audit	G.V.	10/07/2020
CFO Financial Forum: Quarterly Outlook on Accounting and Financial Reporting	A.A.	09/15/2020
Single Audit and Internal Controls Considerations	G.V.	07/31/2020
Documentation, Analytical Procedures, Substantive Procedures, Going Concern	A.A.	07/20/2020
Single Audit Training	G.V.	07/16/2020
Governmental Accounting and Auditing Virtual Conference	G.V.	05/05/2020
Implementing the New Independence Requirements of GAS	G.V.	05/27/2020
CFO Financial Forum: Impairment of Nonfinancial Assets	A.A.	05/28/2020
Audit Planning, Risk-Based Audit Concepts,	A.A.	06/16/2020
Documentation, Analytical Procedures, Substantive Procedures, Going Concern	A.A.	07/08/2020



CRISTY A. CANIEDA, CPA, CGMA

Partner

Vasquez & Company LLP
Tel: 213-873-1720
Email: ccanieda@vasquezcpa.com

Areas of Expertise

Cristy's areas of expertise include overseeing all aspects of financial and compliance audits including internal control reviews and Single Audits performed in accordance with Office of Management and Budget Uniform Guidance, program specific audits, financial statement reviews, forecasts and projections to government agencies; preparation of comprehensive annual financial reports, State Controller's reports.

Representation of Experience

- City of Baldwin Park
- City of Carson
- City of Cudahy
- City of El Monte
- City of Hawthorne
- City of Huntington Park
- City of La Puente
- City of Lynwood
- City of Montebello
- City of Moreno Valley
- City of San Juan Capistrano
- City of Simi Valley
- City of Norwalk
- City of Pico Rivera
- City of Temple City
- City of Vernon
- Local Agency Formation Commission for the County of Los Angeles
- Alameda Corridor East Construction Authority
- Alameda Corridor Transportation Authority
- Coachella Valley Association of Governments
- Los Angeles County Metropolitan Transportation Authority
- Orange County Transportation Authority
- San Gabriel Valley Council of Governments
- San Joaquin Regional Transit District
- Southern California Association of Governments
- SunLine Transit Agency
- Water Replenishment District of Southern California
- Central Basin Municipal Water District
- Vernon Light & Power
- La Puente Valley County Water District
- Orange County Water District

Professional Background and Affiliations

Cristy's professional background includes Diehl, Evans & Company and Audit Manager and Manager, Tech. Standards and Continuing Education with PricewaterhouseCoopers. She is a Certified Public Accountant licensed to practice in the State of California.

Educational Background

Cristy received her Bachelor of Science in Accountancy and Associate in Government Auditing from Everga University and her Master's in Business Administration from Ateneo Graduate School of Business. She remains current on accounting matters by attending conferences and continuing education courses which are heavily focused on subjects applicable to governmental accounting and financial reporting, as well as federal and state regulatory matters and auditing requirements. She maintains compliance with the continuing education requirements of the AICPA and the California Board of Accountancy.

Continuing Professional Education

Following are the continuing professional education courses completed by Cristy Canieda in the past three (3) years:

Title	Subject Code	Date
En Route to Govt Season	GV	08/24/2022 08/26/2022
Q2 Update	AA	07/21/2022
State & Local A&A Update	AA	07/13/2022
GASB's Lease Standards: Are You Ready	GV	02/01/2022
How to Review State and Local Government Files	GV	07/26/2021
Q2 State and Local Governments Update	GV	07/13/2021
3 rd Annual NFP Training	AA	06/02/2021
Q1 State and Local Governments Update	GV	05/25/2021
2021 Annual Required GAQC Webcast	GV	05/04/2021
Audits of Employee Benefit Plan Update	AA	04/20/2021
CSMFO Annual Conference	GV	02/16/2021 02/18/2021
PPP Documentation & Testing	AA	01/15/2021
FASB Update	AA	01/07/2021
GASB Update	GV	01/05/2021
CARES (HEERF) Reporting Requirements	AA	10/14/2020
Annual Federal Grants Management Update	GV	08/25/2020
Audit Documentation	AA	08/06/2020
Single Audit and Internal Controls Considerations	GV	07/31/2020
Nonprofit Audit and Accounting Updates	AA	05/19/2020
Governmental Accounting and Auditing Virtual Conference	GV	05/05/2020
Q1 Current Accounting Topics Quarterly Update – 2020	AA	04/22/2020
Ethics for California CPAs	E	01/15/2020
Detecting and Preventing the Top Ten Fraud Schemes: Inventory Fraud Schemes	FR	01/14/2020
Detecting and Preventing the Top Ten Fraud Schemes: Revenue Fraud Schemes	FR	01/14/2020
Detecting and Preventing the Top Ten Fraud Schemes: Fraud Studies, Red Flags, Rules, and the Expectation Gap	FR	01/14/2020



RHODA DOLLAGA, CPA

Supervisor
Vasquez & Company LLP

Area of Expertise

Rhoda's practice is focused on participation in all aspects of financial and compliance audits, including internal control reviews, Single Audits performed in accordance with Office of Management and Budget Uniform Guidance, program-specific audits, financial statement reviews, forecasts, and projections to government agencies, preparation of comprehensive annual financial reports and State Controller's reports.

Representation of Experience

- City of Baldwin Park
- City of Cudahy
- City of El Monte
- City of Long Beach
- City of Montebello
- City of Simi Valley
- City of South El Monte
- City of Vernon
- Haulover Marinas LLC
- Los Angeles Community College District
- University of California
- Los Angeles County Medical Association
- PS Marinas I, LP
- SunLine Transit Agency

Educational Background

Rhoda received her Bachelor of Science in Accounting from the University of the East. She remains current on accounting matters by attending conferences and continuing education courses applicable to governmental accounting and financial reporting, federal and state regulatory matters, and auditing requirements. In addition, she has maintained compliance with the continuing education requirements of the AICPA and the California Board of Accountancy.

Continuing Professional Education

Following are the continuing professional education courses completed by Rhoda Dollaga in the past three (3) years:

Title	Subject Code	Date
Fraudulent Financial Reporting	AA	11/28/2021
Compliance Audit Update- 2021 (62034)	GV	09/09/2021
Debt Classification under U.S. GAAP (41457)	AA	08/12/2021
Auditor Reporting - GAAS (42073)	GV	08/09/2021
How to Review State and Local Government Audit Files (60709)	GV	07/29/2021
State and Local Government Risk Assessment and Audit Assertions (60707)	GV	06/21/2021
GAS and Single Audit Considerations - Intermediate Level (62099)	GV	06/15/2021
Student Financial Aid Update - 2021 (64343)	GV	06/09/2021
2021 GASB Innovation Summit	GV	02/23/2021
PS: SFA, Industry Update, and COVID Impact Session (60184)	GV	01/28/2021
PS: PPP Documentation & Testing (60193)	GV	01/15/2021
PS: FASB Update (60195)	GV	01/07/2021
Reserves planning using ERM to determine a reserve target	OT	10/21/2020
Documenting Compliance Audit Procedure	GV	10/21/2020
Supervising and Reviewing our Consideration of Internal Controls in a Single Audit (60627)	GV	10/07/2020
FS Reporting & Audit Opinions, Management Letter Comments	AA	08/13/2020
Government Audit	GV	07/30/2020
Liabilities, Contingencies, Expenses	AA	07/22/2020
Single Audit	GV	07/16/2020
Cash, Investments, AR, Inventory, PPE & Intangibles	AA	07/10/2020
Audit Sampling, Transaction Cycles, and Test of Controls	AA	07/01/2020
Unique GASB Accounting, Reporting, and Audit-Related Issues for Intermediate Level Auditors	GV	08/05/2020
SLG Pension and OPEB Audit Issues (60631)	GV	08/05/2020
Single Audit Internal Control Considerations (60626)	GV	07/31/2020
Introduction to Governmental Audit and Accounting Issues (60603)	GV	07/14/2020
SLG Accounting, Reporting, and Related Audit Issues - Advanced (60625)	GV	06/05/2020
Implementing the New Independence Requirements of GAS (60623)	GV	05/27/2020
Government Contracting 101 (60313)	OT	04/22/2020
Accounting and Auditing Derivatives Under the GAS Financial Reporting Framework (60624)	GV	04/21/2020
PCAOB Auditor Reporting (48209)	AA	04/15/2020
Revenue Recognition (40202)	AA	04/08/2020
Auditing Related Parties (40204)	AA	04/08/2020
Transaction Cycle and Internal Control Template (48210) Self-Study	AA	03/17/2020
Analytical Fraud Detection- CLFADA	FR	11/16/2019
SLG Pension and OPEB Audit Issues	GV	08/07/2019
Unique GASB A, Reporting and Audit Related Issues	GV	07/25/2019
Compliance Audit	GV	07/08/2019
Government Accounting Principles	GV	04/12/2019
Introduction to the COSO Framework and ICFR Audit	GV	04/12/2019
GAO Standards: Yellow Book	GV	03/29/2019



CHUN HING GEND WAN, CISA
IT Audit Manager

Area of Expertise

Hing's practice is focused on planning, operational audits and reviews of IT Enabled Business Transformation; Global & Regional Project/Program Management; Business Process and Systems Management/Optimization; Shared Services, Business Process Outsourcing; Activity Based Management; IT Governance, Risk and Compliance; Sarbanes – Oxley (SOX) 404; IT Audit and Controls; ERP Security and Controls; ERP Materials Management; Enterprise Information Architecture; Master Data Management; Business Intelligence; Resolution and Incident Management; Performance Metrics; Global & Regional Team Development & Management.

Representation of Experience

- City of Carson
- City of Culver
- City of Norwalk
- City of San Fernando
- City of Simi Valley
- City of South El Monte
- City of Torrance
- City of West Hollywood

Professional Background and Affiliations

Hing's prior experience includes Audit Manager at Globe Telecoms, Inc. the leading telecommunications company in the Philippines. Prior to joining Globe in August 2021, he was a manager at Ernst & Young, under the Consulting Practice specializing in Technology Risk services. He has worked on a variety of engagements in the field of Information Technology (IT) audit, service organization controls reporting (SOCR), and management testing.

Hing is a Certified Information Systems Auditor (CISA).

He is a member of the IT Committee of the Philippine Institute of Certified Public Accountants (PICPA).

Educational Background

Hing received his Bachelor of Science in Accountancy from San Beda University, Philippines. He remains current on accounting matters by attending conferences and continuing education courses applicable to a Finance/IT professional.

Continuing Professional Education

Following are relevant continuing professional education courses completed by Hing Wan in the past year:

Title	Subject Code	Date
Learning Computer Security and Internet Safety	N	03/08/2022
Strategic Partnerships: Ecosystems and	N	03/08/2022
Programming Foundations Fundamentals	N	03/10/2022
Business Analytics Track	N	05/01/2022
Developing Business Acumen	N	06/29/2022
IT Fundamentals for Auditors Self-Study (45036)	N	06/29/2022
Data-Driven Decision-Making for Business Professionals	N	07/27/2022
Telling Stories with Data	N	07/27/2022
Storytelling with Data	N	09/14/2022
Risk Assessment Related to IT & ITGCS (48065)	N	09/21/2022
Introduction to Ethics (52085)	N	10/01/2022
Introduction to CaseWare (27032)	N	10/23/2022
Cybersecurity Awareness Malware Explained	N	11/29/2022
Learning Design for Sustainability	N	11/29/2021

Similar Engagements with Other Government Entities

Client Contact	Engagement Description	Engagement Partners
<p>City of Torrance Sheila Poisson SPoisson@TorranceCA.gov (310) 618-5854</p>	<p>Annual financial, compliance audit, Single Audit (Uniform Guidance), AQMD Fund audit. GFOA Awards. 700 Hours Year: 2021-22</p>	<p>C. Canieda Lead Partner L. Narciso QC Partner</p>
<p>City of Culver City Onyx Jones ojones@culvercity.org (310) 253-5351</p>	<p>Annual financial and compliance audit, Single Audit (Uniform Guidance), State Controller's Report, Child Development Fund audit, AQMD Fund audit, management letter. GFOA Award. 700 Hours Year: 2021-22</p>	<p>C. Canieda Lead Partner L. Narciso QC Partner</p>
<p>City of Simi Valley Joseph Toney Jtony@simivalley.org (805) 583-6725</p>	<p>Annual financial and compliance audit, Single Audit (Uniform Guidance), GANN Appropriation Limit, Simi Valley Library compliance, Public Service Center for Sanitation and Waterworks compliance, Management letter. GFOA Award. 600 Hours Year: 2021-22</p>	<p>C. Canieda Lead Partner R. Martinez QC Partner</p>
<p>City of West Hollywood Lorena Quijano LQuijano@weho.org (323) 848-6451</p>	<p>Annual financial, compliance audit, Single Audit (Uniform Guidance), GANN Limit, State Controller's Report. GFOA Awards. 523 Hours Year: 2021-22</p>	<p>C. Canieda Lead Partner L. Narciso QC Partner</p>

Specific Audit Approach

As part of an audit engagement, we leverage a formal project management methodology to help ensure that all tasks are planned effectively and ultimately completed on time and that any changes in the schedule will be properly documented and authorized. As part of the planning process, we will work with you to agree upon a communications plan to set forth the protocols for periodic status updates and escalations throughout the project. In addition, we will provide regular status reporting throughout the audit, consistent with the communications plan.

Experienced project managers with strong project management skills are embedded within your audit team. These Vasquez team leaders will provide highly collaborative project management expertise and consultation to the City to ensure no surprises during the audit. Additionally, Vasquez will continuously look for ways to improve the management and execution of the audit. We want to ensure audit planning, scheduling, and budgeting are executed properly and timely.

At each phase of our engagement, our client service standards guide us toward providing an exceptional customer experience – one in which we become a trusted adviser and bring innovative ideas and solutions that deliver value to you.

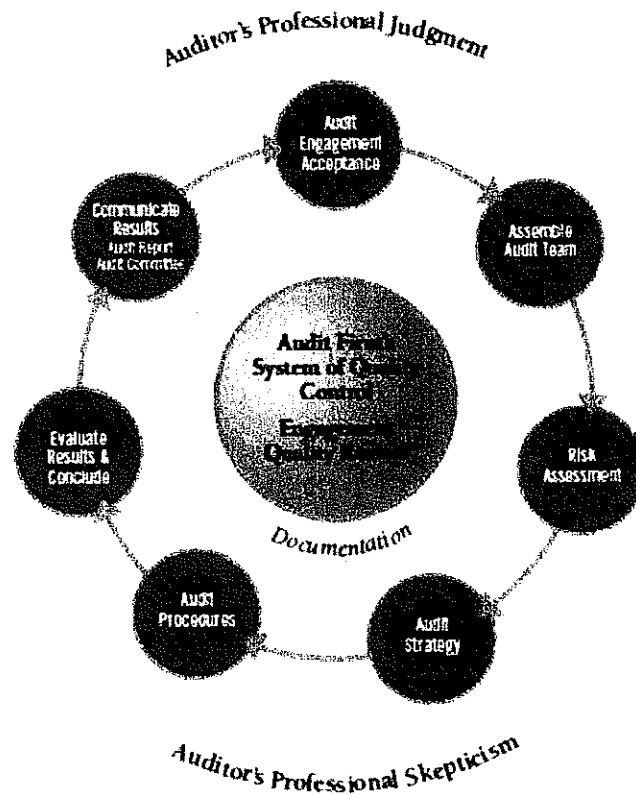
- **We understand.** Our audit and consulting professionals follow our CaseWare process, which provides a thorough understanding of your business, current situation, needs, and expectations to ensure no surprises at each phase of the engagement.
- **We communicate.** Our team is trained to communicate consistently and openly at the right time to the right people.
- **We collaborate.** We collaborate to bring together the right expertise to meet your needs, resolve emerging issues proactively, and bring innovative ideas and solutions that deliver value to you.
- **We deliver.** We deliver what we promise – on time, on budget, and with the highest quality.



At Vasquez, we want to build strong relationships with our clients and continuously seek to understand ways to ensure that our services align with their needs. We believe striving for continuous improvement in interacting with and delivering services to clients is important. We do this, in part, by adhering to defined client service standards and seeking feedback on our performance from our clients.

Every financial statement audit engagement presents a different set of challenges. No two organizations are the same, and therefore, we must tailor the audit to each organization based on the specific risks identified.

Our audit approach is based on a risk assessment process which is planned and executed by experienced auditors. The results as depicted below form the basis for our audit strategy and procedures, and ultimately yield practical comments for strengthening internal controls and improving practices, as well as our opinion on the financial statements and our auditor's reports on internal control and compliance with laws and regulations.



Risk Assessment

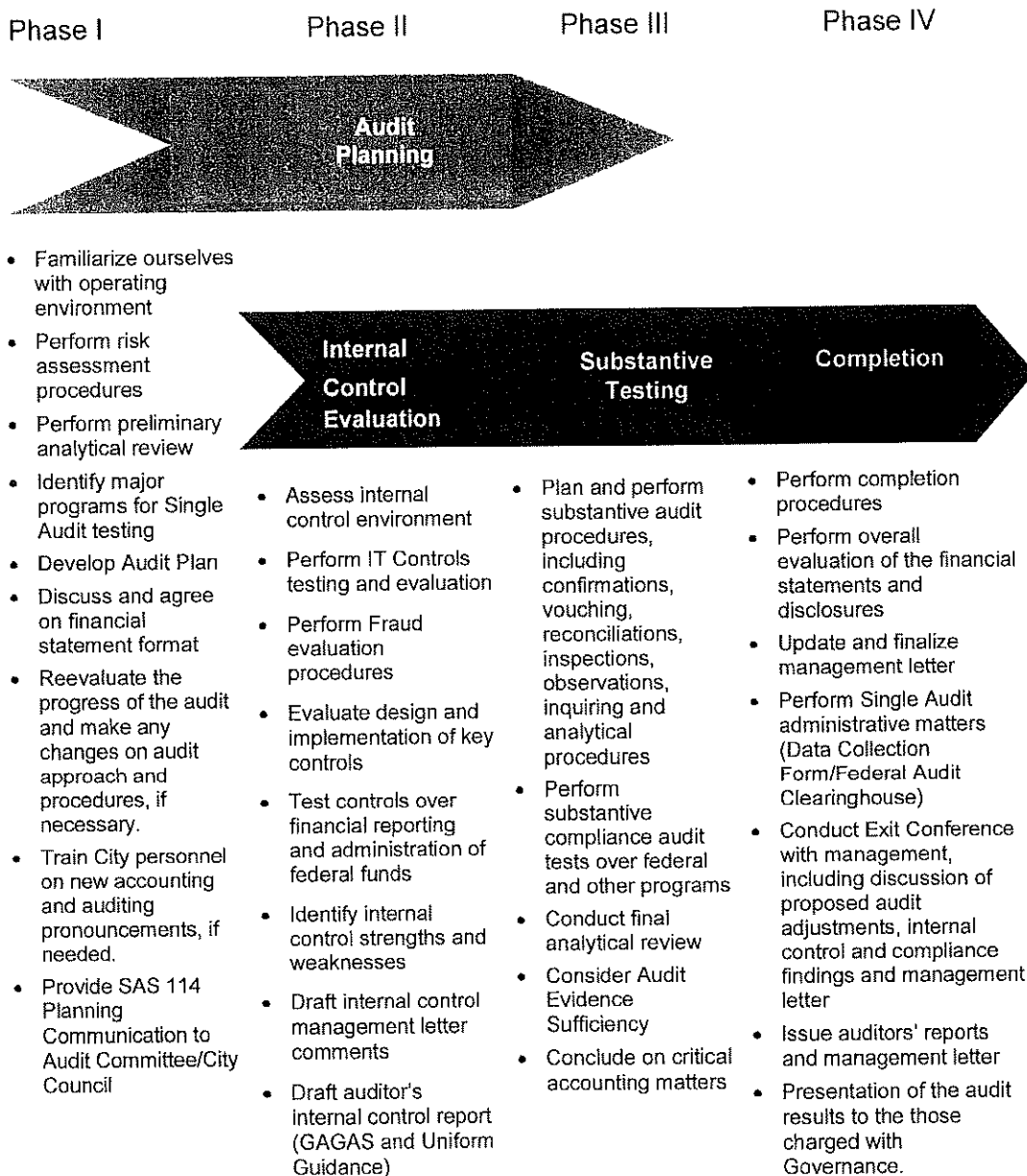
The design of an effective audit plan depends on the audit team's ability to identify and assess the risk that the financial statements contain a material misstatement, whether caused by error or fraud. The risk assessment process will include the following:

- Obtaining an understanding of the City and the environment in which they operate. This includes efforts to understand the events, conditions, and organizational activities that might reasonably be expected to have a significant effect on the risks of material misstatement. In addition, understanding the City and the environment will often involve considering the regulatory environment, business objectives, and strategies and selecting an application of accounting principles.
- Considering information gathered during the engagement acceptance and continuance evaluation, including prior reports, audit planning activities, previous audits, and other non-audit engagements performed for the City.
- Inquiring of the audit committee, management, and others within the City about risks of material misstatement.
- Obtaining an understanding of the City's internal controls over financial reporting.
- Performing analytical procedures, such as comparing the City's current financial statement account balances to prior year financial statements and budgeted amounts and/or comparing relevant financial ratios to industry or prior year ratios.

Developing an Audit Strategy

In developing an audit strategy, we may decide to perform tests of the City's internal control over certain systems and processes. We assess the desirability of adopting such a strategy by considering cost/benefit considerations, the volume of transactions, and prior-year control testing results. If test results indicate that the City's internal controls are effective, we may decide to reduce the level of substantive tests that it performs as a basis for its opinion.

a) Proposed segmentation for the engagement;



Phase I – Audit Planning

The planning phase lays the foundation for the direction of our audit efforts. It encompasses the following steps:

- Conducting entrance conferences with the appropriate City management personnel. The agenda would include, but need not be limited to the following:
 - The application of generally accepted accounting principles
 - Concerns of City management
 - Report requirements, refinements, and deadlines
 - Initial audit approach and timing schedule
 - Assistance by City personnel
 - Establishment of principal contacts
 - Progress reporting process
 - Consideration of Fraud in a Financial Statement Audit
 - The auditors' responsibility for fraud prevention
 - Scheduling inquiries of management and others (including non-accounting personnel) about the risk of fraud
- We believe we must assist the City in implementing new accounting, auditing, and compliance requirements. For that reason, we intend to schedule training with City personnel involved in all phases of the audit for them to have a clear understanding of the latest technical changes for their respective areas and a clear understanding of the audit requirements and timeline.
- Expanding our understanding of the City and its operating environments. We will accomplish this by familiarizing ourselves and updating our knowledge of applicable background information pertinent to the City, its component units, their mission, funding sources, and structure through our review of the following:
 - Applicable state legislation
 - The City's charter, if applicable, and Municipal Code
 - Organizational charts
 - Minutes of Council and Audit Committee meetings
 - Policies and procedures manuals, administrative codes, rules, and regulations
 - Description of the City's financial and other information systems
 - Recent financial statements and key operating statistics
 - Reports of special audits by regulators or other auditors
 - Contracts and major commitments
 - Grant agreements
 - Significant operating agreements
 - Cost allocation plans
 - Possible effects on the City of the actions of regulatory agencies
 - Fraud risk assessment processes
 - Utility rate ordinances
 - Bond ordinances and offering statements
 - I.T. Strategic Plan
- Through our background knowledge of the City and our fact-finding process, we will develop an in-depth understanding of the areas of concern. We will be able to meet with City management to discuss areas that might significantly impact the timing and completion of the audits, or that may be of particular concern to management. We will review such areas in-depth to obtain an

early understanding and resolution of any "problem" areas that may impede our progress and to develop our overall approach so that the City will have sufficient time to develop the data necessary for the completion of the audit with a minimum amount of disruption of the day-to-day routine.

Our planning process will include a specific review of computer activities performed by City personnel to:

- Determine the organizational and operational controls over the data being processed, including, but not limited to, system development and maintenance controls, hardware controls, and access controls
- Evaluate the degree of "control consciousness" among personnel
- Determine the potential impact of general control strengths and weaknesses
- Consider the possibility of management override of controls.

Our principal sources of information for this review will be interviews with responsible accounting and computer operations personnel, reviews of program documentation for the City's system, and direct observations made by our audit team.

- The audit team will use our analytical review techniques to identify other areas requiring attention. Until the year-end account balances are finalized, our review will focus on budgets compared to actual/projected information. We can thus identify sensitive areas to determine whether they require extra attention. We will also focus on unusual fluctuations occurring within individual funds to identify accounts and areas which merit further investigation.
- Based on our understanding of the City's operating environment, through our analytical review and other planning procedures, we will meet with City personnel to highlight areas to be emphasized during the audit. We will concentrate our efforts on the identified areas of audit concern and areas we know to be important to City management. Some of our preliminary audit concerns are elaborated as follows:
 - Compliance with applicable laws, regulations, and reporting requirements
 - Receipt of all revenue to which the City is entitled
 - Purchase authorizations within budgetary limitations
 - Adequate safeguarding of City cash, investments, and inventory assets
- We will work directly with the appropriate City personnel to discuss the financial statements and footnotes in accordance with all authoritative accounting systems and interpretations. Accordingly, we will meet to discuss and agree upon the format for the individual and general-purpose financial statements and any additional requirements that may be relevant because of recent or pending professional pronouncements. (See "Phase IV - Completion" for a more in-depth discussion of our financial reporting capabilities.)

Interim audit testing

Our audit approach is flexible and tailored to fit the City's evolving needs. We will work with you to review the current audit schedule to determine the best approach for the various phases of the financial statement audit. We provide you the option of an interim audit effort or after year-end. There are several advantages to performing interim testing, such as:

- It shifts the timing of our testing into less busy periods of the year for your staff and our staff.
- It allows us to focus on the high-risk areas before the year-end close, providing more time to deal with issues.
- It allows us to judge the quality of the interim period, rather than solely year-end, financial statement information, and cut-offs, allowing us to identify and for the City to implement best practices over internal controls and processes.

There are advantages to performing interim audit testing, and, as we stated previously, we will work with you to determine the best approach, and you will control this process.

Phase II – Control Evaluation

Understanding how key systems and processes contribute to your overall processing environment and affect the reliability of financial information is a primary element of our audit approach. Our objective is to assess whether security, integrity, continuity, and control standards are conducive to reliable processing, consistent with the City's technology standards, and appropriate to safeguard your information assets.

I.T. General Controls

I.T. general controls are pervasive controls within the I.T. environment. The following types of I.T. general controls are typically addressed in our audit approach:

- **Logical security (access to programs and data)**—includes the components of management governance over Information Technology (policies and procedures, monitoring), application configuration (passwords, service accounts, super users, user identification/authentication), and security of the physical assets.
- **Change control management**—assesses program changes (upgrades, service patches, source code) moved into the production environment. The processes that ensure the appropriate initiation, authorization, segregation, testing, and approval are evident.
- **Data backup and recovery**—reviews that the data backup process and ability to recover data for the financially significant applications, databases, spreadsheets, and operating systems for the given opinion period are complete, tested, and maintained, including the handling of errors.
- **Job processing**—tests for the completeness of data interfacing into the financially significant applications and the change management processes for handling errors, script changes, and interface edits.
- **Security administration**—addresses the user access provisioning (new hire onboarding, position/role changes, employee separation) for the financially significant applications, databases, spreadsheets, and operating systems, along with management's review of access for completeness, segregation of responsibilities, and accuracy.

Out testing of IT application controls provides strong audit evidence and streamlines the audit process.

I.T. Application Controls

I.T. application controls apply to the business processes they support. These controls are embedded within the software applications to prevent or detect unauthorized transactions. When combined with manual controls, application controls verify processing transactions' completeness, accuracy, authorization, and validity. Our methodology for assessing application controls is as follows:

- Define materiality by the system, such as utility billing, cashiering, purchasing and disbursements, revenues, payroll, and asset management, using business process mapping as a starting point.
- Map various transaction types to identify key controls and determine if the control is an application control or manual control.
- Utilize our proprietary questionnaires to help verify and test various automated controls.
- Through inquiry, review of written policies and procedures, and on-site testing, evaluate application security controls, which are controls to verify that minimum access to applications is allowed for individuals to perform their job.
- Through inquiry, review of written policies and procedures, and on-site testing, evaluate input controls that ensure that transactions are initially recorded, entered, and accepted by the application accurately and completely.

- By developing and testing a sample of transactions, evaluate processing controls, which ensure that transactions are processed by the application programs accurately and completely.
- Through inquiry and review of written policies and procedures, evaluate output controls, which ensure that output is complete and is delivered (standard or customized) to the appropriate parties in an appropriate manner.
- Through inquiry, review of written policies and procedures, and tests of a sample of transactions, evaluate interface controls, which ensure that transactions between multiple systems are secure and integrity of the information transmitted is maintained, accurate, and complete.

Phase III – Substantive Testing

Sampling is one of the methods we use to obtain efficiency in the audit process. In designing and implementing a sampling plan, we consider the specific audit objective to be achieved and determine that the audit procedures to be applied will achieve that objective. We will:

- Define the objective of the test.
- Define the population to be sampled, the population element to be examined (sampling unit), and what an error is.
- Determine which sampling technique is most appropriate.
- Determine the appropriate sample size and select a sample that represents the population.
- Examine each sample item to determine whether it represents an error or an exception.

Substantive Testing – The purpose of the substantive tests is to provide reasonable assurance of the validity of the information produced by the accounting system. These tests will include detailed tests, such as inspection of underlying source documents, confirmations, and reconciliations. We will also perform analytical procedures, including ratio analysis, comparisons of actual-to-budget information, and other procedures. Specifically, tests we have found effective and efficient for the City audits include confirmation of cash, investments, grants receivable, loan balances and debt, tests of subsequent receipts for selected receivables, and unrecorded liabilities for payables.

Consideration of Fraud – The primary responsibility for preventing and detecting fraud rests with those charged with governance and management. It is important that management, with the oversight of those charged with governance, places a strong emphasis on fraud prevention, which may reduce opportunities for fraud to occur, and fraud deterrence, which could persuade individuals not to commit fraud because of the likelihood of detection and punishment. This involves a commitment to creating a culture of honesty and ethical behavior, which can be reinforced by active oversight by those charged with governance. Oversight by those charged with governance includes considering the potential to override controls or other inappropriate influence over the financial reporting process.

We are responsible for obtaining reasonable assurance that the financial statements are free from material misstatements caused by fraud or error. Accordingly, as part of our audit planning process, we will perform procedures to obtain information that will be used for identifying the risks of material misstatement due to fraud, such as the following:

- Discussions with management and others within the City. These discussions would focus on obtaining an understanding of management's: (a) assessment of the risk that the financial statements may be materially misstated due to fraud, including the nature, extent, and frequency of such assessments; (b) process for identifying, responding to, and monitoring the risks of fraud in the City, including any specific risks of fraud that management has identified or that have been brought to its attention, or classes of transactions, account balances, or disclosures for which a risk of fraud is likely to exist; (c) communication, if any, to those charged with governance regarding its processes for identifying and responding to the risks of fraud in the City; and (d) communication, if any, to employees regarding its views on business practices and ethical behavior. We will also make inquiries of management and others within the City, as appropriate, to determine whether they have knowledge of any actual, suspected, or alleged fraud affecting the City.

- Discussions with those charged with governance. We will obtain an understanding of how those charged with governance exercise oversight of management's processes for identifying and responding to the risks of fraud in the City and the internal control that management has established to mitigate these risks.
- Evaluation of unusual or unexpected relationships identified. Unusual or unexpected relationships, variances, or balances that we may identify during our preliminary analytical review procedures will be evaluated for an indication of risks of material misstatement due to fraud.
- Discussions among our audit team members. This discussion will involve exchanging ideas or brainstorming among our audit team members about how and where the City's financial statements might be susceptible to material misstatement due to fraud, how management could perpetrate and conceal fraudulent financial reporting, and how assets of the City could be misappropriated.

Adjusting Journal Entries – Adjusting journal entries proposed by our auditors, if any, will be discussed and explained to the Finance Director and others as appropriate. It is our practice to discuss issues and proposed audit entries with the program manager or management personnel immediately responsible for the program to ensure we have not misunderstood that particular situation. This will ensure that the immediate manager accepts the proposed entry or management comment and recommendation and that the recommendation is feasible and makes business sense. Our policy is to address issues and resolve them as they arise rather than at the end of the audit. In short, there will not be any surprises.

Our work plan's final element is the regular reporting to City management personnel to apprise them of our progress. We believe communication is vital. Therefore, we have stressed the importance of continuous close relationships throughout this proposal and indicated the points we would meet for specific discussions and decisions.

Any and all potential exceptions or findings will be immediately discussed with knowledgeable personnel and summarized in weekly status meetings to ensure accuracy of any findings, time for management to correct noted deficiencies and the avoidance of any surprises.

Phase IV - Reporting

- Review federal, state, and other grant reporting requirements,
- Determine which internal control findings are significant deficiencies or material weaknesses,
- Prepare findings and draft the auditors' reports,
- Review draft reports with City management, and
- Evaluate management feedback and proposed corrective actions, make revisions as necessary, and finalize the report.

Ample time will be provided for management review of all reports in draft form.

Management letter

After our audit, separate from any significant internal control deficiencies or items of noncompliance we may have identified and included in the respective auditors' reports, we will also provide our comments and observations for improvements to operating, accounting, and business practices. The diverse experience of our personnel and the fresh perspectives of our team members, combined with their independent and objective viewpoints, will likely yield valuable information. The findings and other comments will contain, as warranted and appropriate:

- Specific recommendations for improving accounting practices, procedures, and internal accounting and administrative controls.
- Comments on the design, controls, and audit trails of new and redesigned automated systems and suggestions to improve processing methods and procedures.

- Suggestions for operational improvements or cost efficiencies noted during our examination.
- Comments regarding compliance with the applicable laws, rules, and regulations, including Office of Management and Budget (OMB) and U.S. Government Accountability Office (GAO) guidance and regulations.
- Comments regarding the implementation of the new GASB pronouncements.
- Other comments, recommendations, or observations regarding best practices that we believe may be of interest.

Single Audit Approach

We will utilize an integrated audit approach. This means we will coordinate the Single Audit testing of major federal programs with the testing of internal controls and systems in conjunction with the financial statement audit. Each major program requires a separate opinion on compliance with federal rules and regulations. The scope of our testing will be sufficient and specific enough to allow opinions on each of the City's major programs. In addition, we will perform risk assessment procedures, including:

- Review of prior years' reported findings; and
- Consider the extent of continuing or new personnel assigned to administer each major federal program.

Our procedures for testing major federal programs will be performed as follows:

- Hold a planning meeting with the accounting managers and grant administrators.
- Make a preliminary assessment of the condition of the records and controls and determine the procedures necessary to document the systems.
- Obtain copies of the grant agreements under which federal financial assistance is provided.
- Document any program-specific compliance requirements in the agreements beyond those included in the OMB Compliance Supplement.
- Review reports completed to meet the federal financial reporting requirement.
- Document our understanding of program requirements and other laws and regulations.
- Establish detailed work plans and audit timetables in conjunction with management.
- Schedule regular status meetings to monitor the audit process.
- Review the inventory of grants and other federal and state assistance.
- Test the completeness and accuracy of the schedule of expenditures of federal awards.
- Examine external, state, and federal audit reports for control weaknesses, compliance exceptions, or questioned costs.

The extent of testing and sampling depends on many factors, including environmental controls, previous audits, and the locations at which controls are administered. However, our sampling plan will conform to the AICPA's guidance for testing compliance.

Our Tools



Vasquez utilizes CaseWare electronic audit workpapers for a more efficient and intelligent audit process. CaseWare is also useful for financial analysis and reporting, including financial statement preparation.



To help manage the data flow for our testing, we utilize the Vasquez Citrix ShareFile, a secure and regulatory-compliant tool, to more effectively and efficiently manage the many requests for information necessary to conduct an engagement of this size.



Office 365 provides access to Office applications, online productivity services, and business services such as web conferencing, hosted email, and online storage.



We use IDEA software to analyze data in unique ways and the audit sampling process.

b) Level of staff and number of hours to be assigned to each proposed segment of the engagement;

Personnel Category	Financial Statement Audit	Single Audit	St. Controller's Report	GANN Limit	Total
Partners	40	10	1	1	52
Managers/Supervisor	230	50	4	1	285
Staff	593	140	25	5	763
Total Hours	863	200	30	7	1,100

c) Sample size and extent to which statistical sampling is to be used in this engagement;

Non-statistical sampling is often employed in our compliance testing procedures during the Single Audit. The extent of testing and sampling depends on many factors, including environmental controls, the program's complexity, previous audit findings, changes in federal statutes, and the number of locations at which controls are administered. Our sampling plan will conform to the AICPA's guidance for testing compliance. The number of sample sizes will depend on the assessment of controls and the inherent risk of noncompliance in a major program.

d) Type and extent of analytical procedures to be used in this engagement;

Analytical review techniques will be utilized to identify other areas requiring attention. Until the year-end account balances are finalized, our review will focus on budgets compared to actual/projected information. Thus, we can identify certain sensitive audit areas to determine whether they require extra attention. We will also focus on unusual fluctuations occurring within individual funds to identify accounts and areas which merit further investigation.

Based on our understanding of the City's operating environment, through our analytical review and other planning procedures, we will meet with the City personnel to highlight areas to be emphasized during the audit. We will concentrate our efforts on the identified areas of audit concern and areas we know are important to the City Officials. Some of our preliminary audit concerns are elaborated as follows:

- Compliance with applicable laws, regulations, and reporting requirements
- All matters of compliance with GASB statements and interpretations
- Receipt of all revenue to which the City is entitled
- Purchases are authorized and within budgetary limitations
- Encumbrances and liabilities are recorded and charged to proper budgetary accounts
- Proper accounting and disclosure of developer agreements and similar commitments
- Proper accounting for capital assets, including infrastructure assets
- Proper recording of outstanding obligations

e) Approach to be taken to gain and document an understanding of the City's internal control structures;

To gain and document our understanding of the City's internal control structure, we will review the City's policies and procedures, meet with appropriate management personnel to ascertain the actual operation of policies and procedures, and carry out compliance tests to document internal control strengths and weaknesses. In reviewing controls over information technology systems, the emphasis would be placed on the following:

- Determination of the organizational and operational controls over the data being processed, including but not limited to system development and maintenance controls, hardware controls, and access controls
- Evaluation of the degree of "control consciousness" among personnel
- Determination of the potential impact of general control strengths and weaknesses
- Consideration of the possibility of management override of controls

f) Approach to be taken in determining laws and regulate that will be subject to audit test work; and

An audit performed in accordance with *Government Auditing Standards* requires auditors to report on the City's internal control over financial reporting and on compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. Accordingly, we will test the City's compliance with certain regulations, such as budget preparation and budgetary requirements, investment reporting, and other contracts, such as bond covenants and grant agreements.

We will consider the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award (Uniform Guidance) when performing all Single Audit test work.

This means we will coordinate the Single Audit testing of major federal programs with the testing of internal controls and systems in conjunction with the financial statement audit. Each major program requires a separate opinion on compliance with federal rules and regulations. The scope of our testing will be sufficient and specific enough to allow opinions on each of the City's major programs. In addition, we will perform risk assessment procedures, including:

- Review of prior years' reported findings.
- Consideration of the extent of continuing or new personnel assigned to administer each major federal program

g) Approach to be taken in drawing audit samples for purposes of tests of compliance.

The extent of testing and sampling depends on many factors, including environmental controls, the program's complexity, previous audit findings, changes in federal statutes, and the number of locations at which controls are administered. Our sampling plan will conform to the AICPA's guidance for testing compliance. However, the number of sample sizes will depend on assessing controls and the inherent risk of noncompliance in a major program.

Identification Anticipated Potential Audit Problems

Every financial statement audit engagement presents a different set of challenges. No two organizations are the same, even in the public sector. Therefore, we tailor the audit to each organization based on the specific risks identified. We address the issues to meet the specific needs of our clients. Below are the more common audit issues that we have addressed in the past or are trying to proactively address to ensure our services are delivered timely and based on our client's expectations.

Impact of the Pandemic on the Audit Processes

The COVID-19 Pandemic has not changed the nature and scope of audits. However, it has changed how we perform procedures and interact with auditees. Almost 100% of all audits over the last year have been

conducted remotely by Vasquez to help us and our clients comply with CDC guidelines. Vasquez was ready to perform remote audits from day one because we have been paperless for over 15 years. Over the last year, we have completed 100s of remote audits because of the following:

1. Equipment – All our auditors have the necessary equipment to work anywhere worldwide. We have also issued scanners, printers, monitors, and other equipment to help our personnel set up home offices.
2. Communication – the office extensions are linked to our staff's computers and cell phones. This means that our clients can call our people at the same number regardless of where they are in the world. We have also established strict communication policies to ascertain our personnel responds to our client's needs within 24 hours.
3. Office 365 – Vasquez has fully implemented the Office 365 suite of products that allows our personnel to collaborate with each other and our clients in a cloud-based environment. This includes using Microsoft Teams, SharePoint, and other video conferencing tools.
4. Audit and research tools – Vasquez uses CaseWare, an audit software package that allows teams to work virtually on projects in a secure environment. Our managers and partners can simultaneously oversee the work done by an engagement team.
5. Secured data room – Vasquez uses Citrix ShareFile to securely transfer data between clients and audit teams without file size restrictions. The portal has a document management process flow that easily tracks all the documents requested by the audit team so that all our clients have to do is drag and drop them into the portal. In addition, our clients and engagement teams get a daily update of all the documents that have been uploaded and those that are still open. This data flow allows us to monitor the progress of the audit at all times.
6. RSM Alliance – as a member of the RSM Alliance, we utilize the same tools, software, methodology, and specialist as the 5th largest firm in the country. This allows us to stay current with the latest developments relevant to our clients, collaborate with firms across the country, and provide technical resources to our clients on the latest industry developments.
7. AICPA G400 – as a member of the top 1% of CPA firms in the country, we stayed on top of all the latest developments in the audit profession, including how to address government funding and properly conduct a remote audit.
8. Global and multi-location experience – Vasquez has served clients with multiple locations in the U.S. and worldwide for decades. This experience has taught us how to conduct procedures in a remote environment.
9. Flexibility – if our client records are unavailable electronically, we can send auditors to the client's site to audit records live. Ultimately, we do what works best for our clients.



www.vasquezcpa.com

Vasquez & Company LLP has over 50 years of experience in performing audit, accounting & consulting services for all types of nonprofit organizations, for-profit companies, governmental entities and publicly traded companies. Vasquez is a member of the RSM US Alliance. RSM US Alliance provides its members with access to resources of RSM US LLP. RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Members of RSM US Alliance have access to RSM International resources through RSM US LLP but are not member firms of RSM International. Visit rsmus.com/about-us for more information regarding RSM US LLP and RSM International. The RSM™ logo is used under license by RSM US LLP. RSM US Alliance products and services are proprietary to RSM US LLP.

655 N Central Avenue, Suite 1550 • Glendale, California 91203-1437 • Ph. (213) 873-1700 • Fax (213) 873-1777

EXHIBIT "C"
FEE SCHEDULE

Cost Proposal for
Independent Professional Auditing Services

City of El Monte

Submitted by:

Roger Martinez
Partner, Audit Practice Leader
655 N. Central Avenue, Suite 1550
Glendale, CA 91203
Tel: (213) 873-1703
Email: ram@vasquezcpa.com

May 25, 2023

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Cover Letter

May 25, 2023

City of El Monte

Attn: Bruce Foltz, Finance Director

El Monte City Hall – East

11333 Valley Boulevard

El Monte, CA 91731

Re: Cost Proposal for Professional Audit Services to the City of El Monte

Vasquez & Company LLP (Vasquez) is pleased to submit our cost proposal to perform independent audit of financial statements and single audit for a minimum of three (3) fiscal years, beginning with the fiscal year ending June 30, 2023, with the option for up to two (2) additional years.

Our fees for the services outlined in this proposal are based on our estimates of the time needed to complete the project at our standard hourly rates. The fees are based on the assumption that unexpected circumstances will not be encountered during the audit, along with the following:

1. City staff are available to answer questions within the agreed timeframe.
2. No instances of fraud that will require additional procedures.
3. City staff to prepare all financial statements/schedules.
4. All information requested is provided within the agreed timeframe.
5. Two (2) major programs subject to the Single Audit Act.
6. The information provided is complete and correct for the year under audit.
7. Other unforeseen events such as:
 - a. Accounting problems.
 - b. Fraud.
 - c. Changes in your business or business environment.
 - d. Contractual difficulties with suppliers, third-party service providers, or clients.

The cost proposal contains all pricing information relative to performing the audit engagement, as described in this Request for Proposal. The all-inclusive maximum price includes all direct and indirect costs, including out-of-pocket expenses. I, Roger Martinez, Partner with Vasquez, am authorized to negotiate and bind the firm to contract.

VASQUEZ & COMPANY LLP

Roger Martinez, Partner, Audit Practice Leader

655 N. Central Avenue, Suite 1550

Glendale, CA 91203

tel.: 213-873-1703

email: ram@vasquezcpa.com

Breakdown of Costs

Category	Hours	Rate	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Partners	52	\$ 375	\$ 19,500	\$ 20,085	\$ 20,688	\$ 21,308	\$ 21,947
Managers/Supervisor	285	200	57,000	58,710	60,471	62,285	64,154
Staff Auditors	763	120	91,560	94,307	97,136	100,050	103,052
Subtotal	1,100		168,060	173,102	178,295	183,644	189,153
Discount			(33,060)	(34,052)	(35,073)	(36,126)	(37,209)
Total All-Inclusive Price			\$135,000	\$139,050	\$143,222	\$147,518	\$151,944

**Attachment B
 ESTIMATE OF COST**

Name of Firm: Vasquez & Company LLP
 Address: 655 N. Central Avenue, Suite 1550
 Glendale, CA 91203
 Contact Name: Roger Martinez
 Contact Phone#: 213-873-1703
 Fax#: 213-873-1777
 Contact Email: ram@vasquezcpa.com
 Year of Audit: FY2023

	Hours	Standard Hourly Rates	Total
Partners/Directors	52	\$ 375	\$ 19,500
Managers/Supervisors	285	\$ 200	57,000
Staff Auditors	763	\$ 120	91,560
Subtotal	1,100		\$ 168,060
Out-of-Pocket Expenses:			
Meals and Lodging	-		-
Transportation	-		-
Other - Discount	-		(33,060)
Total all-inclusive Not-to-Exceed Sum	1,100		\$ 135,000



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 Glendale, CA 91203
 Contact Name: Roger Martinez
 Contact Phone#: 213-873-1703
 Fax#: 213-873-1777
 Contact Email: ram@vasquezcpa.com
 Year of Audit: FY2024

	Hours	Standard Hourly Rates	Total
Partners/Directors	52	\$386.25	\$ 20,085
Managers/Supervisors	285	\$206.00	58,710
Staff Auditors	<u>763</u>	\$123.60	<u>94,307</u>
Subtotal	<u>1,100</u>		\$ <u>173,102</u>
Out-of-Pocket Expenses:			
Meals and Lodging	-		-
Transportation	-		-
Other - Discount	<u>-</u>		<u>(34,052)</u>
Total all-inclusive Not-to-Exceed Sum	<u><u>1,100</u></u>		\$ <u><u>139,050</u></u>



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 Contact Name: Roger Martinez
 Contact Phone#: 213-873-1703
 Fax#: 213-873-1777
 Contact Email: ram@vasquezcpa.com
 Year of Audit: **FY2025**

	Hours	Standard Hourly Rates	Total
Partners/Directors	52	\$397.84	\$ 20,688
Managers/Supervisors	285	\$212.18	60,471
Staff Auditors	<u>763</u>	\$127.31	<u>97,136</u>
Subtotal	<u>1,100</u>		\$ <u>178,295</u>
Out-of-Pocket Expenses:			
Meals and Lodging	-		-
Transportation	-		-
Other - Discount	<u>-</u>		<u>(35,073)</u>
Total all-inclusive Not-to-Exceed Sum	<u>1,100</u>		\$ <u>143,222</u>



**Attachment B
 ESTIMATE OF COST**

Name of Firm: Vasquez & Company LLP
 Address: 655 N. Central Avenue, Suite 1550
 Glendale, CA 91203
 Contact Name: Roger Martinez
 Contact Phone#: 213-873-1703
 Fax#: 213-873-1777
 Contact Email: ram@vasquezcpa.com
 Year of Audit: **FY2026**

	Hours	Standard Hourly Rates	Total
Partners/Directors	52	\$409.77	\$ 21,308
Managers/Supervisors	285	\$218.55	62,285
Staff Auditors	<u>763</u>	\$131.13	<u>100,050</u>
Subtotal	<u>1,100</u>		\$ <u>183,644</u>
Out-of-Pocket Expenses:			
Meals and Lodging	-		-
Transportation	-		-
Other - Discount	<u>-</u>		<u>(36,126)</u>
Total all-inclusive Not-to-Exceed Sum	<u>1,100</u>		\$ <u>147,518</u>



Attachment B
ESTIMATE OF COST

Name of Firm: Vasquez & Company LLP
 Address: 655 N. Central Avenue, Suite 1550
 Glendale, CA 91203
 Contact Name: Roger Martinez
 Contact Phone#: 213-873-1703
 Fax#: 213-873-1777
 Contact Email: ram@vasquezcpa.com
 Year of Audit: FY2027

	Hours	Standard Hourly Rates	Total
Partners/Directors	52	\$422.07	\$ 21,947
Managers/Supervisors	285	\$225.10	64,154
Staff Auditors	<u>763</u>	\$135.06	<u>103,052</u>
Subtotal	<u>1,100</u>		<u>\$ 189,153</u>
Out-of-Pocket Expenses:			
Meals and Lodging	-		-
Transportation	-		-
Other - Discount	<u>-</u>		<u>(37,209)</u>
Total all-inclusive Not-to-Exceed Sum	<u>1,100</u>		<u>\$ 151,944</u>



Contract Provisions

Vasquez has the following exceptions to the terms of the City's Professional Services Agreement:

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;~~

Should say in accordance with Government Auditing Standards.

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

Should say in accordance with Government Auditing Standards.

In the last paragraph the sentence "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) calendar days from the date of discovery~~

We need to follow professional standards when dealing with error corrections. Sometimes the standards require us to perform additional procedures. As such, we cannot commit to 7 days, but we can commit to a reasonable time to perform the correction in accordance with professional standards.

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-

The waiver of subrogation is not permissible for professional liability insurance. This is customary with all insurance companies. As such, Vasquez requests exclusion.

IV. INDEMNIFICATION, 4.1, 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.

Vasquez requests to change the term "negligence" to gross negligence.

IV. INDEMNIFICATION, 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.

Our audit will be performed in accordance with Government Auditing Standards. As such, we ask to include reference to those standards in this provision. It should read: ..."law and Government Auditing Standards."

We are not permitted to indemnify the City for any of its actions. As such, we request to delete "sole."

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.

Vasquez requests to change "negligent" to "gross negligence".

V. TERMINATION 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT, Section B, CONSULTANT shall cure the following Events of Defaults within the following time periods:

For Vasquez to accept this provision we need to exclude matters under the purview of Government Auditing Standards. On audit engagements most delays are the result of audit evidence not available or disagreements between auditors and the City.

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.

Government Auditing Standards require auditors to retain ownership of their workpapers to support their audit opinion. those workpapers must be retained for seven years. As such, we request this provision be deleted or exclude all working papers prepared in accordance with GAS.



www.vasquezcpa.com

Vasquez & Company LLP has over 50 years of experience in performing audit, accounting & consulting services for all types of nonprofit organizations, for-profit companies, governmental entities and publicly traded companies. Vasquez is a member of the RSM US Alliance. RSM US Alliance provides its members with access to resources of RSM US LLP. RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Members of RSM US Alliance have access to RSM International resources through RSM US LLP but are not member firms of RSM International. Visit [rsmus.com/about us](http://rsmus.com/about-us) for more information regarding RSM US LLP and RSM International. The RSM™ logo is used under license by RSM US LLP. RSM US Alliance products and services are proprietary to RSM US LLP.

655 N Central Avenue, Suite 1550 • Glendale, California 91203-1437 • Ph. (213) 873-1700 • Fax (213) 873-1777



CITY OF EL MONTE
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF APRIL 8, 2026

March 18, 2026

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

Dear Honorable Mayor and City Council:

A PUBLIC HEARING TO ACCEPT THE CLOSEOUT OF THE COMMUNITY DEVELOPMENT BLOCK GRANT – CORONAVIRUS RESPONSE (CDBG-CV) PROJECT, GRANT NUMBER 21-CDBG-HK-00007 FUNDED BY THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Open the public hearing;
2. Receive presentation from staff;
3. Pose questions to staff;
4. Allow members of the public to offer public comment;
5. Close the public hearing; and
6. Accept the closeout of the Community Development Block Grant Program – Coronavirus Response (CDBG-CV) grant number 21-CDBG-HK-00007.

BACKGROUND

On July 16, 2020, the California Department of Housing and Community Development (HCD) issued a Notice of Funding Availability (NOFA) for the Homekey Program (“Homekey” or “Homekey Program”). Homekey is the next phase in the State’s response to protecting Californians experiencing homelessness who are at high risk for serious illness and are impacted by COVID-19. Under the Homekey Program, \$600 million in grant funding was made available to purchase and rehabilitate housing, including hotels, motels, vacant apartment buildings, and other buildings and convert them into interim or permanent, long-term housing.

On November 17, 2020, the City of El Monte (the "City") was notified by HCD that their two (2) applications were successful and that the City had been awarded Homekey funding in the total amount of \$17,713,213 which includes \$10,350,293 for acquisition, rehabilitation, and two (2) years of operation subsidy in the amount of \$2,232,000 for the M Motel; and \$4,170,920 for acquisition, rehabilitation, and two (2) years of operation subsidy in the amount of \$960,000 for the Budget Inn. These properties are adjacent to one another and will provide housing for a minimum of 133 homeless individuals in the City.

After acquiring the properties on December 15, 2020, the City assessed that the building's interior and exterior require more work than what was reported in the Property Needs Assessment conducted by the California Department of General Services. The increased scope of work to make the units clean, safe, and habitable exceeds the funds budgeted for renovations and has resulted in approaching the renovation work differently than what was initially planned. Staff has communicated these challenges to HCD and is seeking additional funding to cover the increase in costs.

DISCUSSION

The City applied for the Homekey Set-aside CDBG-CV funds from HCD to cover costs associated with relocation of existing residents at the M Motel and rehabilitation and other capital improvements for both motels. For projects previously assisted under the Homekey program, applications are limited to requesting \$50,000 per unit. As such, the City will be applied for approximately \$2.0 million for the property located at 10038 Valley Boulevard (Budget Inn – 40 units) and approximately \$4.65 million for the property located at 10024 Valley Boulevard (M Motel – 93 units). The City received \$2,487,500 for the Rehabilitation at 10038 Boulevard, Budget Inn and \$5,812,125 for Motel M.

The City successfully utilized grant allocated to the Rose Court formerly known as the M Motel. The M Motel Rehabilitation continues to be in process. The City has encountered some delays due to the asbestos abatement and hazardous material remediation discovered during construction. Addressing these conditions required additional coordination with state regulators to determine the appropriate methods for removal and encapsulation to ensure compliance with environmental and public health standards.

As part of the application process, the City must allow the public an adequate opportunity to review and comment on the closeout of the CDBG-CV grant, 21-CDBG-HK-00007. To meet this requirement, a public notice (Attachment 1) was published in the El Monte Examiner on March 23, 2026, allowing for a 10-day public review and comment period. 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 8, 2026.

As part of the application requirements, the closeout packet must be approved by the local jurisdiction's governing body authorizing the closeout of the Grant Number 21-CDBG-HK-0007.

FISCAL IMPACT

There will be no negative impact on the General Fund as a result of the City's accepting the closeout HCD Community Development Block Grant- Coronavirus Response (CDBG-CV) program.

STRATEGIC PLAN 2023 IMPLEMENTATION

The recommended action will further the City's strategic Goal 1: Create Community and Economic Development Activities.

CONCLUSION

It is recommended that the City Council accept the closeout of the Community Development Block Grant Program – Coronavirus Response (CDBG-CV), Grant Number 21-CDBG-HK-00007 for the Budget Inn Homekey Program site.

HONORABLE MAYOR AND CITY COUNCIL
MARCH 18, 2026
PAGE 4

Respectfully submitted,



ALMA K. MARTINEZ
City Manager



STEVEN FOWLER
Community and Economic Development Director

Attachment:
1. Public Notice

DATE: APRIL 8, 2026	
PRESENTED TO EL MONTE CITY COUNCIL	
<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	PULLED
<input type="checkbox"/>	RECEIVED AND FILE
<input type="checkbox"/>	CONTINUED
<input type="checkbox"/>	REFERRED TO
CHIEF DEPUTY CITY CLERK	



**CITY OF EL MONTE
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the City Council of the City of El Monte will conduct a Public Hearing at **7:00 p.m.**, or soon thereafter, on **April 8, 2026**, in the El Monte City Council Chambers at 11333 Valley Blvd., El Monte, CA 91731 to consider the following item.

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) Visit the City's website at <http://www.elmonteca.gov/378/Council-Meeting-Videos>; or
- (3) In Person.

Members of the public wishing to make public comment may do so in the following ways:

- (1) Call-in Conference Line (888) 204-5987; Code 8167975 – comments/questions may be submitted per the instructions at the beginning of the meeting;
- (2) Email – All interested parties can submit questions/comments in advance to the City Clerk's general email address: cityclerk@elmonteca.gov; or
- (3) In person.

SUBJECT:

THE PURPOSE OF THE PUBLIC HEARING IS TO REVIEW THE CLOSEOUT OF THE CDBG-CV PROJECT FUNDED BY THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR THE FOLLOWING:

- **Project Name:** Hilda Solis Rose Court (M Motel)
- **Grant Number:** 21-CDBG-HK-00007
- **Total CDBG-CV Funds Expended:** \$5,812,125.00
- **Accomplishments:** The City completed the rehabilitation of the Hilda Solis Rose Court project in November 2023 and filed the Notice of Completion. The project is currently under construction, and all funds have been utilized for rehabilitation. Completion is anticipated in late 2026. Upon completion, the project will consist of 81 units and will include various common areas, a computer room, and an industrial kitchen.

The City was awarded Homekey funding to acquire, rehabilitate, and operate the Budget Inn, located at 10038 Valley Boulevard, and the M Motel, located at 10024 Valley Boulevard, to convert them into interim and/or permanent housing for a minimum of 133 persons experiencing homelessness. A Relocation Plan was approved by the City on April 20, 2021 for the 10 households that will be displaced as a result of the project.

The City of El Monte anticipates submitting two applications under this NOFA for approximately \$6.65 million in total of CDBG-CV funds to cover costs associated with relocation and

rehabilitation for the M Motel and Budget Inn to meet a national objective. The City expects to expend an undetermined amount of Program Income dollars in the next program year/contract term.a

The City promotes fair housing and makes all its programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual orientation, marital status or handicap.

Where You Come In: The purpose of this public hearing/meeting is to provide community members an opportunity to make their comments known regarding what types of eligible activities the City/County should be applying for under the State CDBG program.

Any member of the public may appear at or participate virtually in the meeting and be heard on the item described in this notice, or members of the public may submit written comments to the City Clerk prior to the meeting by email to: cityclerk@elmonteca.gov.

If you require special accommodations to participate in the public hearing, please contact the Clerk's office at least 72 hours in advance of the meeting by calling (626) 580-2016. If you are unable to attend the public hearing, you may direct written comments to the City Clerk's Office: cityclerk@elmonteca.gov. Your comments will be read at the meeting.

For More Information: If you have any questions or would like more information regarding the item described in this notice, please contact Steven Fowler, Director of Community and Economic Development at (626) 258-8626 or visit our website to access information at <https://www.ci.elmonte.ca.us/AgendaCenter>. The State Action Plan Substantial Amendment for the CARES Act funding may be accessed at: <https://www.hcd.ca.gov/policy-research/plans-reports/index.shtml#aap>. State CDBG NOFA's can be accessed at: <https://www.hcd.ca.gov/grants-funding/activefunding/cdbg.shtml>.



CIUDAD DE EL MONTE
AVISO DE AUDIENCIA PÚBLICA

POR LA PRESENTE SE NOTIFICA que el Consejo Municipal de la Ciudad de El Monte llevará a cabo una Audiencia Pública a las **7:00 p.m.**, o poco después, el **8 de Abril, 2026** en Salas del Ayuntamiento de El Monte (11333 Valley Blvd., El Monte, CA 91731) para plantear el siguiente punto.

Los miembros del público que desean observar la reunión pueden hacerlo de una de las siguientes maneras:

- (1) Cambie su televisor al canal 3;
- (2) Visitar el sitio web de la ciudad en <http://www.elmonteca.gov/378/Council-Meeting-Videos>; o
- (3) En persona.

Los miembros del público que desean hacer comentarios públicos pueden hacerlo de las siguientes maneras:

- (1) Línea de conferencia telefónica (888) 204-5987; Código 8167975 - comentarios/preguntas pueden ser presentados según las instrucciones al comienzo de la reunión;
- (2) Correo electrónico: todas las partes interesadas pueden enviar preguntas/comentarios por adelantado al correo electrónico de la Secretaría de la Ciudad: cityclerk@elmonteca.gov; o
- (3) En persona.

ASUNTO:

EL PROPÓSITO DE LA AUDIENCIA PÚBLICA ES REVISAR EL CIERRE DEL PROYECTO CDBG-CV FINANCIADO POR EL DEPARTAMENTO DE VIVIENDA Y DESARROLLO COMUNITARIO DE CALIFORNIA PARA LO SIGUIENTE:

- **Nombre del Proyecto:** Hilda Solis Rose Court (M-Motel)
- **Número de Subvención:** 21-CDBG-HK-00007
- **Gastos totales de CDBG-CV:** \$5,812,125.00
- **Logros:** La Ciudad completó la rehabilitación del proyecto Hilda Solis Rose Court en noviembre de 2023 y presentó el Aviso de Finalización. El proyecto se encuentra actualmente en construcción y todos los fondos han sido utilizados para la rehabilitación. Se anticipa que la finalización será a finales de 2026. Una vez concluido, el proyecto constará de 81 unidades e incluirá diversas áreas comunes, una sala de computación y una cocina industrial.

La Ciudad recibió fondos de Homekey para adquirir, rehabilitar y operar el Budget Inn y M Motel para convertirlos en viviendas provisionales y / o permanentes para un mínimo de 133 personas sin hogar. La Ciudad aprobó un Plan de Reubicación el 20 de abril de 2021 para los 10 hogares que serán desplazados como resultado del proyecto.

La Ciudad de El Monte anticipa presentar dos solicitudes bajo este NOFA por aproximadamente \$6.65 millones en total de fondos CDBG-CV para cubrir los costos asociados con la reubicación y rehabilitación del M Motel y Budget Inn para cumplir con un objetivo nacional. La Ciudad espera

gastar una cantidad indeterminada de dólares de Ingresos del Programa en el próximo año del programa / plazo del contrato.

La Ciudad fomenta la vivienda justa y pone todos sus programas a disposición de familias de ingresos bajos y medios, independientemente de su edad, raza, color, religión, sexo, nacionalidad, preferencia sexual, estado civil o discapacidad.

Dónde Asistir: El propósito de esta audiencia/reunión pública es darles a los miembros de la comunidad la oportunidad de hacer sus comentarios con respecto a los tipos de actividades elegibles para los que la Ciudad/Condado debe hacer la solicitud del programa estatal CDBG.

Cualquier miembro del público puede presentarse o participar virtualmente en la reunión y ser escuchado sobre el tema descrito en este aviso, o los miembros del público pueden presentar comentarios por escrito al Secretario Municipal antes de la reunión por entrega personal o por correo electrónico a: Oficina de la Secretaría de la Ciudad, cityclerk@elmonteca.gov.

Si necesita adaptaciones especiales para participar en la audiencia pública, comuníquese con Selina Sandova, Especialista Administrativa, al menos 72 horas antes de la reunión llamando al (626) 580-2070. Si no puede asistir a la audiencia pública, puede dirigir comentarios por escrito a la Secretaría de la Ciudad: cityclerk@elmonteca.gov. Sus comentarios serán leídos en la reunión.

Para más información: Si tiene alguna pregunta o desea obtener más información sobre el tema descrito en este aviso, comuníquese con Vanessa Sedano, Analista Principal de Programas de Vivienda al (626) 258-8831 o visite nuestro sitio web para acceder a la información en <https://www.ci.el-monte.ca.us/AgendaCenter>. Se puede acceder a la Enmienda Sustancial del Plan de Acción del Estado para el financiamiento de la Ley CARES en: <https://www.hcd.ca.gov/policy-research/plansreports/index.shtml#aap>. Se puede acceder a los NOFA estatales del CDBG en: <https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml>.



CITY OF EL MONTE

CITY MANAGER'S OFFICE
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF APRIL 8, 2026

April 2, 2026

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 THE CREATION OF A SUBCOMMITTEE ON THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS' SGV FORWARD PROJECT PROPOSAL

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Receive and file this report;
2. If desirable, appoint two (2) Councilmembers to serve on a subcommittee to discuss the San Gabriel Valley Council of Governments' SGV Forward Project Proposal; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY

City Councilmembers have been interest in engaging with other adjoining cities regarding the San Gabriel Valley Council of Governments' ("SGCOG") SGV Forward Project. If interested, each of the following cities Rosemead, Monterey Park, El Monte, and South El Monte may appoint two (2) Councilmembers to create a subcommittee to discuss the proposed changes on Garvey Avenue as identified in the SGVCOG SGV Forward Project. The goal of this subcommittee is to hear from each city's representatives about potential impacts that may affect each jurisdiction and provide direct feedback to the SGVCOG about the proposed changes along Garvey Avenue.

BACKGROUND

In 2024, the SGVCOG, in partnership with LA Metro, released their San Gabriel Valley Transit Feasibility Study, which was a multi-year study about the region's transportation needs. The study identified both short-term and long-term opportunities that could create an integrated transit network system for the entire San Gabriel Valley.

SGV Forward aims to implement transit improvement projects based on mobility gaps as identified in the Transit Feasibility Study. Some of the suggested changes are bus rapid transit lanes ("BRT"), traffic signal priority ("TSP"), and enhanced transit stop. The SGV Forward's goal is to complete these projects prior to the 2028 Olympic Games. One of the first projects identified is proposed changes along Garvey Avenue, beginning in Monterey Park and ending in South El Monte. According to SGV Forward, the proposed changes will be driven by the results of parking and traffic studies, and community outreach with local jurisdictions. Information on the SGV Forward Project is available on SGVCOG's website: <https://www.sgvkog.org/sgvforward-theproject>.

In response to the proposed changes along Garvey Avenue, the creation of a subcommittee is being proposed, consisting of two (2) Councilmembers from each of the cities along the corridor. At their March 10, 2026, City Council meeting, the Rosemead City Council selected Mayor Sandra Armenta and Councilmember Steven Ly to serve as their representatives on the subcommittee. The City of El Monte is interested in participating in the subcommittee and is looking to appoint Councilmembers. The subcommittee is still in its early stages of development, and as such, there is no defined meeting schedule. However, the hope is to have the first subcommittee meeting before the start of summer. Similarly, the goal of the subcommittee is to have the SGVCOG present directly to the subcommittee, as to allow the subcommittee to submit their feedback directly to the COG.

FISCAL IMPACT/FINANCING

There is no fiscal impact associated with this item.

STRATEGIC PLAN 2023 IMPLEMENTATION

The recommended action will further the City's Strategic Goal 4: Improve Infrastructure/City Fleet and City-Wide Sustainability. This item meets the goal of maintaining, building and modernizing infrastructure and facilities to support the current and future needs of the City's community.

The representation on this subcommittee will allow for the needs of the City of El Monte community to be effectively communicated, as it relates to the current and future needs of community members that commute along Garvey Avenue.

CONCLUSION

It is recommended that the City Council receive and file this report; if desirable, appoint two (2) Councilmembers to serve on a subcommittee to discuss the San Gabriel Valley Council of Governments' SGV Forward Project Proposal; and taking such additional, related, action that may be desirable.

Respectfully submitted,



ALMA K. MARTINEZ
City Manager

DATE: APRIL 8, 2026	
PRESENTED TO EL MONTE CITY COUNCIL	
<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	PULLED
<input type="checkbox"/>	RECEIVED AND FILE
<input type="checkbox"/>	CONTINUED
<input type="checkbox"/>	REFERRED TO
CHIEF DEPUTY CITY CLERK	