

LOCATION:

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



DATE AND TIME:

Tuesday,
February 4, 2020
6:00 p.m.

REGULAR MEETING AGENDA

OF THE

CITY COUNCIL OF THE CITY OF EL MONTE

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

COUNCILMEMBERS/AUTHORITY MEMBERS:

Andre Quintero, Mayor

♦ *Maria Morales, Mayor Pro Tem* ♦ *Jessica Ancona, Councilmember*

♦ *Victoria Martinez Muela, Councilmember* ♦ *Jerry Velasco, Councilmember*

1. **CALL TO ORDER:**

2. **ROLL CALL FOR CITY COUNCIL AND AUTHORITY BODIES:**

Andre Quintero, Mayor/Chair

Maria Morales, Mayor Pro Tem/Authority Member

Jessica Ancona, Councilmember/Authority Member

Victoria Martinez Muela, Councilmember/Authority Member

Jerry Velasco, Councilmember/Authority Member

3. **APPROVAL OF AGENDA:**

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

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

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

4.2 Closed Session Pursuant to Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation Regarding the Following Related Matter: Greater SGV Safe Community Foundation vs. City of El Monte, Los Angeles Superior Court Case No. 19STCP05662.

4.3 Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiator

Property Location:
3701 Santa Anita Avenue

Name of Party City is Negotiating with:
Brad Stern

City’s Designated Negotiators:
Alma K. Martinez, City Manager; and Betty Donovanik, Community and Economic Development Director; and Dave Gondek, Senior Deputy City Attorney.

Under Discussion:
Both Price and Terms.



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OPEN SESSION PROCEEDINGS

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

5. **INVOCATION:** **Chaplain George Ussery, Evangelical Methodist Church.**

6. **FLAG SALUTE:** **Aubree Rojas, 3rd Grader from Shirpser Elementary School. Enjoys Cheerleading and Spending Time with her Baby Sister.**

7. **RECOGNITIONS, HONORS AND COMMUNITY INTEREST PRESENTATIONS:**
 - 7.1 **Presentation by the City Council to Aubree Rojas from Shirpser Elementary School for Leading the Pledge of Allegiance.**

8. PUBLIC COMMENT REGARDING NON-AGENDIZED MATTERS:

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

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

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

Enforcement of Decorum: The Chief of Police, or such member, or members of the Police Department as the Chief of Police may designate, shall serve as the Sergeant-at-Arms of any Council meeting. The Sergeant-at-Arms shall carry out all orders and instructions given by the presiding official for the purpose of maintaining order and decorum at the meeting. While members of the public are free to level criticism of City policies and the action(s) or proposed



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action(s) of the Council or its members, members of the public may not engage in behavior that is disruptive to the orderly conduct of the proceedings, including, but not limited to, conduct that prevents other members of the public from being heard when it is their opportunity to speak or which prevents members of the audience from hearing or seeing the proceedings. Members of the public may not threaten any person with physical harm or act in a manner that may reasonably be interpreted as an imminent threat of physical harm. All persons attending the meeting must adhere to the City's policy barring harassment based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, sexual orientation or age.

9. CITY TREASURER'S REPORT:

10. DEMAND RESOLUTION NO. D-614

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID.

THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, DOES RESOLVE AS FOLLOWS: SECTION 1. That the attached list of claims, demands, and payroll totaling \$3,481,441.88 have been examined by the City Treasurer and that warrant numbers 1088248 through 1088337 and the payroll ending January 15, 2020 inclusive are hereby allowed in the amounts and ordered paid out of the respective funds as set forth.

11. APPROVAL OF MINUTES:

12. CONSENT CALENDAR:

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

12.1 Waiver of Full Reading of Ordinance(s).

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:



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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 Second Reading of an Ordinance of the City Council of the City of El Monte, California Amending Sections 5.80.050 (Dwelling Unit Tax Payable on Dwelling Unit Locations Improved with Three or Fewer Dwelling Units) of Chapter 5.80 (Rental Dwelling Use Tax) of Title 5 (Business Licenses and Regulations) to Provide for Calendar Year Collection of such Dwelling Unit Tax.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

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

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

Ordinance No. 2966

12.3 Approval of a Resolution Granting Parkview Elementary School Request for Street Closures and Processing of a Special Event Permit for the Annual Americanism Parade.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and adopt a Resolution approving the request by Parkview Elementary School for assistance from the City to coordinate street closures and to process a Special Event Permit for the purpose of conducting the Annual Americanism Parade on Wednesday February 26, 2020; and
2. Waive all fees associated with this event.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

Resolution No. 10084



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12.4 Approval of a Professional Services Agreement with the Ramsay Group for the Preparation of the Five-Year Consolidated Plan (F 2020-2024), Annual Action Plan (FY 2020-2021), and Analysis of Impediments to Fair Housing Choice.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Professional Services Agreement with the Ramsay Group for the preparation of the Five-Year Consolidated Plan (FY 2020-2024), Annual Action Plan (FY 2020-2021), and Analysis of Impediments to Fair Housing Choice; and
2. Authorize the City Manager to make all conforming modifications and edits and execute all implementing documents.

Total Cost: \$32,700

Account No: 100-65-651-6111

Is the cost of this item budgeted? Yes

13. PUBLIC HEARINGS:

13.1 A Public Hearing to Consider Approval of an Urgency Ordinance Amending Chapters 17.04 (Definitions), 17.06 (General Regulations) and 17.08 (Parking) of Title 17 (Zoning) of the El Monte Municipal Code, Regarding Accessory Dwelling Units and Related Zoning Standards, to Conform with Multiple California Legislature Bills.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Open the public hearing;
2. Receive presentation from staff;
3. Pose question to staff;
4. Allow members of the public to offer comment;
5. Pose follow-up questions to staff;
6. Close the public hearing; and
7. Adopt the proposed Urgency Ordinance by no less than four-fifths (4/5) vote.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

Urgency Ordinance No. 2967



14. **REGULAR AGENDA:**

- 14.1 **Consideration and Approval of a Resolution Approving Amendments to: (1) a 28 Dwelling Unit Disposition, Development and Affordable Rental Housing Loan Agreement (El Monte Metro Veteran Housing, LP); and (2) a 25 Dwelling Unit Disposition, Development and Affordable Rental Housing Loan Agreement (El Monte Metro Family Housing, LP) Regarding a 53 Dwelling Unit “Hybrid Project” 4%9% Affordable Rental Housing Tax Credit Development by Affiliates of the Cesar Chavez Foundation.**

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Adopt a Resolution approving both Amended and Restated Disposition, Development and Affordable Rental Housing Loan Agreements for a 53 dwelling unit “hybrid project” 4%9% affordable rental housing development.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

Resolution No. 10085

- 14.2 **Consideration and Approval of Request to Authorize the Purchase Agreement of Automated Reading Meters from Metron-Farnier.**

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve the purchase of 152 automated reading meters and 577 installation registers from Metron-Farnier for \$42,245 plus an additional \$10,000 for contingency for a total amount of \$52,245.

Total Cost: \$52,245

Account No: 600-67-696-8131 (\$42,245)

Is the cost of this item budgeted? No

600-67-696-6215 (\$10,000)

- 14.3 **Consideration and Approval of Request to Award a Contract to Spohn Ranch, Inc. for the Construction of Gibson Mariposa Skate Park in the Amount of \$551,000 and Appropriate Funding from Art in Public Places to Complete the Project.**

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve to award a contract with Spohn Ranch, Inc. for construction services in the amount of \$479,250 with a \$71,750 project contingency not-to-exceed \$551,000 for Gibson Mariposa Park;



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2. Authorize the appropriation of \$51,000 from the Art in Public Places Fund; and
3. Authorize the City Manager or her designee to execute necessary contract documents on behalf of the City.

Total Cost: \$551,000

Account No: 282-67-825-8601 (\$100,000)

Is the cost of this item budgeted? No

209-67-825-8601 (\$451,000)

14.4 Consideration and Approval of a Side Letter #1 to the 2018-2020 MOU with the El Monte Police Mid-Managers' Association, for the Period Covering January 1, 2020 through December 31, 2022.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Approve Side Letter #1 with the El Monte Police Mid-Managers' Association (PMMA), covering the period of January 1, 2020 through December 31, 2022.

Total Cost: (\$106,500)

Account No: Various

Is the cost of this item budgeted? No

14.5 Consideration and Approval of a Resolution Regarding Paying and Reporting the Value of Employer Paid Member Contributions (EPMC) to the California Public Employees' Retirement System (CALPERS).

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve the attached Resolution regarding paying and reporting the value of EPMC to CalPERS, effective, January 1, 2020.

Total Cost: (\$25,100)

Account No: Retirement Fund

Is the cost of this item budgeted? No

Resolution No. 10086



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14.6 Consideration and Approval of a Resolution Amending and Updating the City of El Monte Executive Benefits Profile, and Repealing Resolution No. 10048.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve the attached Resolution amending and updating the City of El Monte Executive Benefits Profile, effective January 1, 2020, and repealing and replacing Resolution No. 10076.

Total Cost: (\$9,200)

Account No: Retirement Fund

Is the cost of this item budgeted? No

Resolution No. 10087

14.7 Consideration and Approval of a Resolution Updating the Citywide Classification and Compensation and Repealing and Replacing Resolution No. 10075 Approved December 17, 2019.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve the attached Resolution updating the Citywide Classification and Compensation Plan, effective February 1, 2020.

Total Cost: \$102,485

Account No: Various

Is the cost of this item budgeted? No

Resolution No. 10088

15. CITY ATTORNEY'S AGENDA:

16. CITY MANAGER'S AGENDA:

16.1 Discussion Regarding Charter City, City Council Expansion and District Elections.

17. WRITTEN COMMUNICATIONS:



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18. COUNCIL COMMUNICATIONS/REPORTS:

18A. Mayor Quintero

18B. Mayor Pro Tem Morales

18C. Councilwoman Ancona

18D. Councilwoman Martinez Muela

18E. Councilman Velasco

18E.1 Discussion Regarding the DEMBA Sponsored Lunar New Year Celebration on Main Street on Saturday, February 8, 2020.

18E.2 Discussion Regarding Accessory Dwelling Units (ADUs).

18E.3 Discussion Regarding Overnight Parking.



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19. ADJOURNMENT:

The next Regular Meeting of the City Council will be held on **February 18, 2020** at 6:00 p.m. This Agenda will be posted on the City's website, www.ci.el-monte.ca.us, and physically posted no less than 72 hours prior to the start of the subject regular meeting. Although it is the City's practice and desire to electronically post a copy of this Agenda along with supporting material as part of its website posting, the size or formatting of certain supporting materials may render their website posting infeasible. Nevertheless, all supporting materials related to any item on this Agenda, that is made available to the members of the council may be inspected by members of the public at the City Clerk's Office located at 11333 Valley Boulevard, El Monte, Monday through Thursday, 7:00 am – 5:30 pm. For more information, please call the City Clerk's Office at 626-580-2016.

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

Posted: January 30, 2020 at 8:00 p.m.



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2019 Upcoming Events

<u>DATE</u>	<u>TIME</u>	<u>LOCATION</u>
TUES. – FEB 4 th	3:00 p.m. – 5:30 p.m.	Tenants – Free Legal Clinic Neighborhood Legal Services 3629 Santa Anita, El Monte
SAT. – FEB. 8 th	9:00 a.m.	COFFEE WITH THE CITY MANAGER El Monte City Hall – Administrative Parking Lot 11333 Valley Boulevard, El Monte
SAT. – FEB. 8 th	10:00 A.M.	CHARGING STATION PLUG-IN EVENT El Monte City Hall – Charging Station Parking Lot Area 11333 Valley Boulevard, El Monte
SAT. – FEB. 8 th	11:00 A.M.	RAMONA & VALLEY INTERSECTION GROUNDBREAKING Intersection of Ramona Blvd/Main St. (Valley Mall)
SAT. – FEB. 8 th	12:30 P.M. – 4:00 P.M.	CHINESE NEW YEAR CELEBRATION Main Street (Valley Mall)
SAT. – FEB. 8 th	12:00 P.M. – 5:00 P.M.	CLUB DURAZO VALENTINE DANCE Jack Crippen Senior Center 3120 Tyler Avenue, El Monte
THURS.-FEB. 13 th	5:30 P.M. – 8:00 P.M.	INSTALLATION MEALS ON WHEELS DINNER El Sombrero Restaurant 3550 Santa Anita Avenue, El Monte
MON. – FEB. 17 TH	CITY HALL OFFICES CLOSED	PRESIDENT'S DAY HOLIDAY



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Agency Meeting Schedule and City Delegates

<u>AGENCY</u>	<u>TIME</u>	<u>LOCATION</u>
County/City Selection Committee League of California Cities	1st Thursday of each month at 7:30 p.m.	Mayor Andre Quintero
Independent Cities Association	2nd Thursday of month at 7:30 p.m. (except. Feb., July, and Dec.)	Delegate: Councilwoman Martinez Muela Alternate: Councilwoman Ancona
Independent Cities Risk Management	2nd Wednesday; even months at 10:00 a.m.	Delegate: Councilman Velasco Alternate: Angela McCray, HR Director Sub Alternate: John Nguyen
League of California Cities	1st Thursday of each month at 6:30 p.m.	Delegate: Councilwoman Ancona
Sanitation District #15	4th Wednesday of each month at 1:30 p.m.	Director: Mayor Quintero Alternate: Councilwoman Martinez Muela
Disaster Council	(Meetings called by the Chair)	Delegate: Councilwoman Martinez Muela Alternate: Councilwoman Ancona
Mosquito Abatement District	2nd Friday of each month at 7:00 a.m.	Delegate: Councilman Velasco Alternate: Councilwoman Martinez Muela
COG San Gabriel Valley Council of Governments	4th Monday of each month at 12:00 p.m.	Delegate: Councilman Velasco Alternate: Councilwoman Ancona
San Gabriel Valley Economic Partnerships of Commerce and Cities	3rd Thursday of each month at 8:00 a.m.	Delegate: Councilwoman Morales Alternate: Councilman Velasco
Foothill Transit Zone	Annual meeting in May. Time Varies.	Zone Member Delegate: Councilwoman Ancona Zone Member Alternate: Councilwoman Morales
ACE Alameda Corridor East	4th Monday of each month at 2:00 p.m.	Delegate: Councilwoman Martinez Muela Alternate: Councilwoman Ancona
METRO San Gabriel Valley Service Sector Governance Council	2nd Monday of each month at 5:00 p.m.	Delegate: Councilwoman Ancona Alternate: Councilwoman Morales
SCAG Southern California Association of Governments	1st Thursday of each month at 9:30 a.m.	Delegate: Councilwoman Morales Alternate: Councilwoman Ancona



Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
P							NET PAYROLL 1/1/20 - 1/15/20	1,314,264.95	
P	Payroll Total								1,314,264.95
P	AMERICAN FIDELITY ASSURANCE	12314	1088251	1/23/2020	P/E: 01/15/20	1/23/2020	SEC. 125 DEF FLEX BEN	3,696.81	3,696.81
P	CALIF STATE DISBURSEMENT/UNIT	04723	0123202013	1/23/2020	P/E:01/15/20	1/23/2020		4,116.50	4,116.50
P	CATALYST CORPORATE FEDERAL CU	04610	0123202007	1/23/2020	P/E:01/15/20	1/23/2020	EL MONTE CREDIT UNION: PAYMENT	56,861.79	56,861.79
P	CITY OF EL MONTE	04622	1088264	1/23/2020	P/E: 01/15/20	1/23/2020	GARNISHMENT FEE/LOAN: PAYMENT	32.33	32.33
P	DEPARTMENT OF TREASURY	04731	0123202003	1/23/2020	P/E: 01/15/20	1/23/2020	FEDERAL TAX: PAYMENT	243,993.02	
P	DEPARTMENT OF TREASURY	04732	0123202004	1/23/2020	P/E:01/15/20	1/23/2020	MEDICARE TAX: PAYMENT	52,145.54	296,138.56
P	EL MONTE CITY EMPLOYEES CR UN	06796	0123202012	1/23/2020	P/E:01/15/20	1/23/2020	CREDIT UNION YARD ACCOUNT: PAYMENT	288.00	
P	EL MONTE CITY EMPLOYEES CR UN	04613	0123202014	1/23/2020	P/E:01/15/20	1/23/2020	POLICE CREDIT UNION: PAYMENT	210.00	498.00
P	EL MONTE POLICE ASSOCIATION	04631	1088271	1/23/2020	P/E: 01/15/20	1/23/2020	ADMINISTRATOR PD DUES: PAYMENT	10,519.64	
P	EL MONTE POLICE ASSOCIATION	04630	1088272	1/23/2020	P/E: 01/15/20	1/23/2020	LONG TERM DISABILITY - POLICE: PAYMENT	1,569.91	12,089.55
P	EMPLOYMENT DEVELOPMENT	04730	0123202006	1/23/2020	P/E:01/15/20	1/23/2020	STATE WITHHOLDING TAX: PAYMENT	93,700.51	93,700.51
P	EMPLOYMENT DEVELOPMENT DEPT	12591	1088273	1/23/2020	P/E: 01/15/20	1/23/2020	EMPLOYMENT DEVELOPMENT DEPT: PAYMENT	250.00	250.00
P	FRANCHISE TAX BOARD	04616	1088278	1/23/2020	P/E: 01/15/20	1/23/2020	STATE OF CAL FRAN TAX BOARD: PAYMENT	921.39	921.39
P	NATIONAL DEFERRED	04633	0123202005	1/23/2020	P/E:01/15/20	1/23/2020	PART TIME DEF. COMPENSATION: PAYMENT	5,339.06	5,339.06
P	NATIONWIDE RETIREMENT SOLUTION	04635	0123202009	1/23/2020	P/E:01/15/20	1/23/2020	457 DEFERRED COMP CITY MANAGER: PAYMENT	57,166.14	
P	NATIONWIDE RETIREMENT SOLUTION	11991	0123202011	1/23/2020	P/E:01/15/20	1/23/2020	401 (A) EXECUTIVE PLAN: PAYMENT	6,428.45	63,594.59
P	PARS SUPPLEMENTAL RETIREMENT	03734	0123202008	1/23/2020	P/E:01/15/20	1/23/2020	PARS SUPPLEMENTAL RETIREMENT: PAYMENT	15,725.81	15,725.81
P	PERS LONG TERM CARE PROGRAM	04612	1088299	1/23/2020	P/E: 01/15/20	1/23/2020	LONG TERM CARE-MID MANAGEMENT: PAYMENT	343.92	343.92
P	SEIU LOCAL #721	04628	0123202010	1/23/2020	P/E:01/15/20	1/23/2020	SEIU DUES, FEES, COPE: PAYMENT	6,559.64	6,559.64
P	THE "SAVE OUR SERVICES" (SOS)	04621	1088325	1/23/2020	P/E: 01/15/20	1/23/2020	SAVE OUR SERVICES FUND: PAYMENT	4.00	4.00
P	Payroll Vendor Total								559,872.46
O	360 RENOVATIONS INC	12964	1088248	1/23/2020	187511	12/23/2019	REFUND CD-1 DEPOSIT 10012 GARVEY #6 - ECON DEV	450.00	450.00
O	ANTONIA DIAZ & MATEO DIAZ	12965	1088253	1/23/2020	183247	12/19/2019	REFUND CD-1 DEPOSIT 5364 BUFFINGTON RD - ECON DEV	3,204.54	3,204.54
O	DUONG, JASON	12966	1088269	1/23/2020	187502	1/7/2020	REFUND COMPLIANCE DEPOSIT 4037 ARDEN DR - ECON DEV	3,000.00	3,000.00
O	DUONG, QUYNH-THUY	12967	1088270	1/23/2020	183271	1/7/2020	REFUND COMPLIANCE DEPOSIT 2293 COGSWELL RD - ECON DEV	2,000.00	2,000.00
O	ESTATE OF DANRU ENTERPRISES	12968	1088274	1/23/2020	B00-024-913	1/8/2020	REFUND PRMT #B00-024-913 FOR 10683 LOWER AZUSA - ECON DEV	60.84	60.84
O	GOLDEN IMPERIAL INVESTMENT INC	12969	1088280	1/23/2020	183280	1/7/2020	REFUND CD-1 DEPOSIT 3629 SANTA ANITA #102 - ECON DEV	855.84	855.84
O	GONZALEZ	12970	1088281	1/23/2020	180312	1/7/2020	REFUND COMPLIANCE DEPOSIT 11917 RIO HONDO PKWY - ECON DEV	3,000.00	3,000.00
O	LI, HONG	12971	1088286	1/23/2020	185410	1/7/2020	PARTIAL REFUND OF ENTITLEMENT APPLICATION FOR MASSAGE ESTABLISHME	348.76	348.76
O	LI, WANJI	12972	1088287	1/23/2020	187543	1/7/2020	REFUND COMPLIANCE DEPOSIT 10638 BISBY ST - ECON DEV	1,000.00	1,000.00
O	MA	12973	1088289	1/23/2020	187521	12/23/2019	REFUND COMPLIANCE DEPOSIT 12522 POINSETTIA AVE - ECON DEV	1,000.00	1,000.00
O	MERCADO	12974	1088291	1/23/2020	180869	1/15/2020	PARTIAL REFUND FOR WITHDRAWAL OF APPLICATION 10557 EMERY ST - ECON	415.15	415.15
O	MORIEL	12975	1088293	1/23/2020	163410	1/8/2020	REFUND COMPLIANCE DEPOSIT 11830 RIO HONDO PKWY - ECON DEV	3,000.00	3,000.00
O	NOE LOPEZ AGUIRRE	12976	1088295	1/23/2020	186785	1/7/2020	PARTIAL REFUND WITHDRAWAL OF ENTITLEMENT APPLICATION 4341/4337 FA	760.29	760.29
O	QI	12980	1088301	1/23/2020	180398	12/19/2019	REFUND CD-1 DEPOSIT 11420 & 11422 ELLIOTT AVE - ECON DEV	8,245.72	8,245.72
O	SHEN	12977	1088313	1/23/2020	185551	1/7/2020	REFUND COMPLIANCE DEPOSIT 11802 LAMBERT - ECON DEV	2,000.00	2,000.00
O	TYLER ELMER	12978	1088330	1/23/2020	185575	12/23/2019	REFUND CD-1 DEPOSIT 4187 TEMPLE CITY BLVD - ECON DEV	4,900.00	4,900.00
O	VAN	12979	1088333	1/23/2020	188230	1/7/2020	REFUND WITHDRAWAL OF MOD NOS. 08-17 & 09-17 FOR 11924 ROSEGLEN - E	720.15	720.15
O	WANG	10983	1088335	1/23/2020	185577	12/23/2019	REFUND COMPLIANCE DEPOSIT 11531 LOWER AZUSA RD #B - ECON DEV	2,000.00	2,000.00
O	One Time Vendor Total								36,961.29
R	A THRONE CO INC	00310	1088249	1/23/2020	0000606739	10/29/2019	10/29/19 - 11/25/19 FENCE RENTAL FOR 10819 VALLEY BLVD, EL MONTE - ECO	110.70	
R	A THRONE CO INC	00310	1088249	1/23/2020	0000520020	2/20/2018	03/03/18 - 03/30/18 FENCE RENTAL FOR 3454 TYLER AVE - ECON DEV. DIV.	22.00	
R	A THRONE CO INC	00310	1088249	1/23/2020	0000557916	12/25/2018	01/05/19-02/01/19 FENCE RENTAL FOR 3454 TYLER AVE - ECON DEV. DIV.	22.00	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	A THRONE CO INC	00310	1088249	1/23/2020	0000597757	9/3/2019	09/03/19 - 09/30/19 FENCE RENTAL FOR 10819 VALLEY BLVD, EL MONTE - ECO	110.70	
R	A THRONE CO INC	00310	1088249	1/23/2020	0000520019	2/20/2018	02/20/18 - 03/19/18 FENCE RENTAL FOR 10819 VALLEY BLVD - ECON DEV	110.70	
R	A THRONE CO INC	00310	1088249	1/23/2020	0000545208	10/2/2018	10/13/18 - 11/09/18 FENCE RENTAL FOR 3454 TYLER AVE - ECON DEV. DIV.	22.00	
R	A THRONE CO INC	00310	1088249	1/23/2020	0000615547	12/24/2019	01/04/20 - 01/31/20 FENCE RENTAL FOR 3454 TYLER AVE - ECON DEV	22.00	
R	A THRONE CO INC	00310	1088249	1/23/2020	0000557915	12/25/2018	12/25/18 - 01/21/19 FENCE RENTAL FOR 10819 VALLEY BLVD, EL MONTE - ECO	110.70	
R	A THRONE CO INC	00310	1088249	1/23/2020	0000530143	6/12/2018	06/12/18 - 07/09/18 FENCE RENTAL FOR 10819 VALLEY BLVD - ECON DEV	110.70	
R	A THRONE CO INC	00310	1088249	1/23/2020	0000530144	6/12/2018	06/23/18 - 07/20/18 FENCE RENTAL FOR 3454 TYLER AVE - ECON DEV. DIV.	22.00	
R	A THRONE CO INC	00310	1088249	1/23/2020	0000606740	10/29/2019	11/09/19 - 12/06/19 FENCE RENTAL FOR 3454 TYLER AVE - ECON DEV. DIV.	22.00	
R	A THRONE CO INC	00310	1088249	1/23/2020	0000615546	12/24/2019	12/24/19 - 01/20/20 FENCE RENTAL FOR 10819 VALLEY BLVD - ECON DEV	110.70	
R	A THRONE CO INC	00310	1088249	1/23/2020	0000522189	3/20/2018	03/31/18 - 04/27/18 FENCE RENTAL FOR 3454 TYLER AVE - ECON DEV. DIV.	22.00	
R	A THRONE CO INC	00310	1088249	1/23/2020	0000597758	9/3/2019	09/14/19 - 10/11/19 FENCE RENTAL FOR 3454 TYLER AVE - ECON DEV. DIV.	22.00	840.20
R	ALL CITY MANAGEMENT SERVICES	01290	1088250	1/23/2020	65923	12/31/2019	DEC 2019 SCHOOL CROSSING GUARD SVCS - ENGINEERING	13,770.75	13,770.75
R	ANIMAL CONTROL TRAINING	12533	1088252	1/23/2020	2020-0013	1/10/2020	CHEMICAL IMMOBILIZATION CERTIFICATE FOR JOSE SALDANA - ANIMAL CTRL	150.00	150.00
R	AT & T	01394	1088254	1/23/2020	9391026243-01/20	1/13/2020	BILL PAYER (BAN) 9391026243 INV#14169060	2,899.22	
R	AT & T	01394	1088255	1/23/2020	9391050185-01/20	1/13/2020	BILL PAYER (BAN) 9391050185 INV#14168734	494.05	
R	AT & T	01395	1088256	1/23/2020	9391061462-01/20	1/10/2020	BILL PAYER (BAN) 9391061462 INV#14161064 - CITYWIDE	504.87	3,898.14
R	AUTOZONE PW/CUST ID 763384	12386	1088257	1/23/2020	2863011342	10/3/2019	AIR FILTER FOR PW UTIL DIV. VEH.	38.49	38.49
R	AVANT-GARDE INC	11139	1088258	1/23/2020	5866	1/2/2020	DEC 2019 FUNDING COMPLIANCE & REPORTING GRANT ADMINISTRATION - EN	11,225.00	
R	AVANT-GARDE INC	11139	1088258	1/23/2020	5867	1/2/2020	DEC 2019 YOUTH & VET JOB TRNG GRANT APPLICATIONS - ENGINEERING	2,371.50	
R	AVANT-GARDE INC	11139	1088258	1/23/2020	5868	1/2/2020	DEC 2019 RECREATION ACCESS GRANT APPLICATION - ENGINEERING	225.25	
R	AVANT-GARDE INC	11139	1088259	1/23/2020	5865	10/1/2019	SEPT - DEC 2019 HUD PROGRAM AND FUNDING COMPLIANCE PROF. SVCS FOR	1,807.50	15,629.25
R	BATEMAN COMMUNITY LIVING LLC	12350	1088260	1/23/2020	INV4650001513	1/6/2020	DEC 2019 CDGB EXEMPT MEALS FOR ELDERLY NUTRITION PROGRAM - SENIOR	995.00	
R	BATEMAN COMMUNITY LIVING LLC	12350	1088260	1/23/2020	INV4650001492	1/6/2020	DEC 2019 MEALS FOR ELDERLY NUTRITION PROGRAM - SENIOR CTR.	4,378.00	5,373.00
R	BRINK'S INC	01502	1088261	1/23/2020	10792185	1/1/2020	JAN 2020 ARMORED TRANSPORT SVCS - TREASURY & TRANSP DIV.	1,576.52	
R	BRINK'S INC	01502	1088261	1/23/2020	3032182	12/31/2019	DEC 2019 ARMORED TRANSPORT SVCS - TREASURY & TRANSP DIV.	68.23	1,644.75
R	CALIFORNIA AMERICAN WATER	01565	1088262	1/23/2020	492038-01/20	1/14/2020	AC#1015-210021492038 (12/12/19 - 01/10/20) 4535 BALDWIN AVE	25.91	25.91
R	CALIFORNIA DEPARTMENT OF	11682	1088263	1/23/2020	2019 SALES TAX	1/21/2020	SR 17-113214 (2019 SALES TAX)	12,538.13	12,538.13
R	CITY OF EL MONTE - WORKERS	01238	0123202002	1/23/2020	DEC 2019	1/21/2020	DEC 2019 BOOK TRANSFER TO REPLENISH THE WORKERS' COMP FUND	90,617.43	90,617.43
R	CITY OF EL MONTE RISK	01236	0123202001	1/23/2020	DEC 2019	1/21/2020	DEC 2019 BOOK TRANSFER TO REPLENISH RISK MANAGEMENT FUND	17,736.04	17,736.04
R	CUMMINS-ALLISON CORP	01788	1088265	1/23/2020	5925991	1/7/2020	SHREDDER CROSS CUT SVCS FOR PD	312.00	312.00
R	D&R OFFICE WORKS INC	05968	1088266	1/23/2020	0116570-IN	12/20/2019	TARIFF SURCHARGE BY MFG, MB-LINK GUEST CHAIR FOR ECON DEV DIV.	1,073.60	1,073.60
R	DAVID EVANS & ASSOC., INC.	06784	1088267	1/23/2020	453434	10/21/2019	PLAN CHK - WORK ORDER NO. 51 FOR 11646 LOWER AZUSA RD - ENGINEERING	1,155.00	
R	DAVID EVANS & ASSOC., INC.	06784	1088267	1/23/2020	453430	10/21/2019	PLAN CHK -WORK ORDER NO. 39 FOR 9650 TELSTAR AVE - ENGINEERING DIV.	924.00	2,079.00
R	EVOQUA WATER TECHNOLOGIES LLC	11519	1088275	1/23/2020	904221437	10/31/2019	CARBON REPLACEMENT FOR ENGINEERING DIV.	35,631.90	35,631.90
R	EZ EMBROIDERY	02009	1088276	1/23/2020	EMPD -1010	11/7/2019	ROYAL BLUE POLYPROPYLENE TOTE FOR PD	940.63	940.63
R	FEDEX	02035	1088277	1/23/2020	6-893-14342	1/10/2020	COURIER SVCS FOR COMM SVCS DIV.	26.17	26.17
R	G M SAGER CONSTRUCTION CO.	03354	1088279	1/23/2020	38815R	11/14/2019	CIP 894 FEDERAL WAY - ENGINEERING DIV.	119,950.00	119,950.00
R	INTERSTATE BATTERIES	02369	1088282	1/23/2020	20144473	12/20/2019	MT-34 BATTERY FOR PD VEH.	112.75	112.75
R	KEYSTONE UNIFORM DEPOT DBA	02436	1088283	1/23/2020	067222	12/27/2019	BOOTS, PANTS FOR PD	198.34	
R	KEYSTONE UNIFORM DEPOT DBA	02436	1088283	1/23/2020	066819	8/8/2019	PANTS, SHIRTS, JACKET, BELT, BOOTS, TIE, NAME PLATE, HAND CUFF, GEAR BA	1,617.97	1,816.31
R	KIMLEY-HORN AND ASSOC INC	11182	1088284	1/23/2020	15462727	11/30/2019	SRVC THRU 11/30/19 RAMONA BL/VALLEY BLVD INTERSECTN IMPROV. PROJ CI	4,197.03	4,197.03
R	LAE ASSOCIATES, INC.	11943	1088285	1/23/2020	19-930	1/6/2020	10/27/19-12/31/19 SLURRY SEAL & PAVEMENT RESURFACING PRJ CIP NO. 899	8,253.75	8,253.75
R	LOS ANGELES FREIGHTLINER	12609	1088288	1/23/2020	RA210014909	7/30/2019	REPAIRS TO STERLING TRUCK FOR PW MAINT DIV.	5,667.08	5,667.08
R	MANAGED HEALTH NETWORK	11097	1088290	1/23/2020	PRM-047478	1/1/2020	JAN 2020 EMPLOYEE ASSISTANCE PROGRAM - HR	816.96	816.96
R	MORALES	12318	1088292	1/23/2020	REIMB GEAR	1/14/2020	REIMB NIKE GEAR WITH CUSTOM CITY LOGO	332.14	332.14
R	PACIFIC STAMP AND SIGN INC	10539	1088296	1/23/2020	524727	12/18/2019	2X10" BLK/WHT NAMEPLATE ENGRAVED, BRUSHED GOLD NAME BADGE W/SE.	40.18	40.18
R	PARKHOUSE TIRE INC	02957	1088297	1/23/2020	1010717569	1/13/2020	TIRES FOR PW VEH.	1,748.09	1,748.09
R	PENCO ENGINEERING INC	10378	1088298	1/23/2020	70861	11/30/2019	NOV 2019 PLAN CK FOR WORK ORDR NO. 44 11310 FRANKMONT ST - ENGINEE	75.00	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	PENCO ENGINEERING INC	10378	1088298	1/23/2020	70863	11/30/2019	NOV 2019 PLAN CK FOR WORK ORDR NO. 46 10200 ASHER ST - ENGINEERING	36.43	
R	PENCO ENGINEERING INC	10378	1088298	1/23/2020	70857	11/30/2019	NOV 2019 PLAN CK FOR WORK ORDR NO. 48 2711 MEEKER AVE - ENGINEERING	6.19	
R	PENCO ENGINEERING INC	10378	1088298	1/23/2020	70868	11/30/2019	NOV 2019 PLAN CK FOR WORK ORDR NO. 42 11710 FOREST GROVE - ENGINEER	636.43	
R	PENCO ENGINEERING INC	10378	1088298	1/23/2020	70859	11/30/2019	NOV 2019 PLAN CK FOR WORK ORDR NO. 34 11638 MULHALL ST - ENGINEERIN	47.08	
R	PENCO ENGINEERING INC	10378	1088298	1/23/2020	70617-R	11/1/2019	OCT 2019 PLAN CHECK SVCS-WORK ORDER NO.22 FOR 10488 HICKSON ST - EN	31.54	
R	PENCO ENGINEERING INC	10378	1088298	1/23/2020	70858	11/30/2019	NOV 2019 PLAN CK FOR WORK ORDR NO. 30 4144 ARDEN DR - ENGINEERING I	197.32	
R	PENCO ENGINEERING INC	10378	1088298	1/23/2020	7862	11/30/2019	NOV 2019 PLAN CK FOR WORK ORDR NO. 45 3020 WASHINGTON AVE - ENGIN	36.44	
R	PENCO ENGINEERING INC	10378	1088298	1/23/2020	70865	11/30/2019	NOV 2019 PLAN CK FOR WORK ORDR NO. 47 4166 COGSWELL RD - ENGINEERI	24.29	
R	PENCO ENGINEERING INC	10378	1088298	1/23/2020	70864	11/30/2019	NOV 2019 PLAN CK FOR WORK ORDR NO. 39 10523 HICKSON ST - ENGINEERIN	72.88	
R	PENCO ENGINEERING INC	10378	1088298	1/23/2020	70856	11/30/2019	NOV 2019 - PLAN CK FOR WORK ORDR NO. 25 2615 MERCED AVE - ENGINEERII	33.60	1,197.20
R	PETRU CORPORATION	12947	1088300	1/23/2020	19-10966	12/27/2019	TITLE SEARCH, TECHNICAL SVCS FOR ECON DEV DIV.	1,249.50	1,249.50
R	READYREFRESH BY NESTLE	10242	1088302	1/23/2020	19L0027960095	12/20/2019	11.19.19-12.18.19 WATER SVCS FOR PARKS/REC DIV.	17.94	17.94
R	REYNOSO	10112	1088303	1/23/2020	1.31-2.2.20	1/15/2020	PER DIEM FOR ICA WINTER SEMINAR: SANTA BARBARA - PD	105.00	105.00
R	RICOH USA INC	08128	1088304	1/23/2020	5058454970	1/1/2020	CONTRACT #2905467 (10/01/19 - 12/31/19 IT DEPT)	16.61	
R	RICOH USA INC	08128	1088305	1/23/2020	5058401382	12/23/2019	CONTRACT #3915027 (12/23/19 - 01/22/20 CITYWIDE COPIERS OVERAGE CHRC	2,886.05	2,902.66
R	RIVERSIDE COUNTY SHERIFF'S	07594	1088306	1/23/2020	BCTC0018060	12/10/2019	BACKGROUND INVESTIGATION COURSE: DAVID VAUTRIN - PD	249.00	249.00
R	RSG, INC. (ROSENOW SPEVACEK	03158	1088307	1/23/2020	I005365	10/31/2019	OCT 2019 PRIOR PERIOD ADJUSTMENT - ECON DEV	480.00	
R	RSG, INC. (ROSENOW SPEVACEK	03158	1088307	1/23/2020	I005681	12/31/2019	DEC 2019 ROPS & SA ADMIN SUPPORT - ECON DEV	1,200.00	
R	RSG, INC. (ROSENOW SPEVACEK	03158	1088307	1/23/2020	I005364	10/31/2019	OCT 2019 ROPS & SA ADMIN SUPPORT - ECON DEV	960.00	
R	RSG, INC. (ROSENOW SPEVACEK	03158	1088307	1/23/2020	I005006	7/31/2019	JUL 2019 FAIR RETURN PETITION - ECON DEV	3,463.75	
R	RSG, INC. (ROSENOW SPEVACEK	03158	1088307	1/23/2020	I005261	9/30/2019	SEP 2019 PRIOR PERIOD ADJUSTMENT - ECON DEV	200.00	6,303.75
R	SC FUELS	10059	1088310	1/23/2020	0183532	12/15/2019	TRANSPORTATION DIV FUEL (12/01/19- 12/15/19)	976.68	
R	SC FUELS	10059	1088311	1/23/2020	0194000	1/15/2020	NEIGHBORHOOD SVCS FUEL (01/01/20 - 01/15/20)	162.83	1,139.51
R	SCOTTY'S BRAKE & MUFFLER	03433	1088312	1/23/2020	005682	12/30/2019	TR-9 SMOG CHECK FOR BAR REPORT - TRANSP. DIV.	30.00	30.00
R	SHRED-IT	12563	1088314	1/23/2020	8128429026	10/22/2019	10/10/19 ON-SITE SHREDDING SERVICES FOR HR	50.00	
R	SHRED-IT	12563	1088314	1/23/2020	8128214970	9/22/2019	09/12/19 ON-SITE SHREDDING SERVICES FOR HR	50.00	
R	SHRED-IT	12563	1088314	1/23/2020	8128644728	11/22/2019	11/07/19 ON-SITE SHREDDING SERVICES FOR HR	50.00	
R	SHRED-IT	12563	1088314	1/23/2020	8128850092	12/22/2019	12/05/19 ON-SITE SHREDDING SERVICES FOR HR	50.00	200.00
R	SMART & FINAL	03487	1088315	1/23/2020	036931	1/9/2020	GENERAL SUPPLIES FOR THE ELDERLY NUTRITION PRG - HOT CUPS FOR SENIOR	132.15	132.15
R	SO CAL SANITATION LLC	03503	1088316	1/23/2020	415169	12/12/2019	12/12/19 - 01/28/20 WC ACCESS RENTAL /COLD WATER HW STN RENTAL - TRA	250.60	250.60
R	SOUTHLAND MOBILITY	07423	1088319	1/23/2020	13631	12/18/2019	TR- 8 PREV. MAINT. YEARLY INSPECTION & REPLACED REMOTE - TRANSP DIV.	440.00	
R	SOUTHLAND MOBILITY	07423	1088319	1/23/2020	13632	12/18/2019	TR- 2 PREV. MAINT. YEARLY INSPECTION - TRANSP DIV.	125.00	
R	SOUTHLAND MOBILITY	07423	1088319	1/23/2020	13633	12/18/2019	TR- 95 PREV. MAINT. YEARLY INSPECTION - TRANSP DIV.	125.00	
R	SOUTHLAND MOBILITY	07423	1088320	1/23/2020	13613	12/12/2019	TR- 79 PREV. MAINT. YEARLY INSPECTION & REPLACED REMOTE CONTROL - TI	440.00	1,130.00
R	STAMP OUT, INC.	03562	1088321	1/23/2020	166346	1/13/2020	2 COLOR DATER STAMP, HD 12 - FINANCE DIV.	324.00	324.00
R	SUPER UNIQUE AUTO REPAIR	12311	1088322	1/23/2020	16378	1/2/2020	REPLACED HEADLIGHT LED FOR PD VEH.	121.00	
R	SUPER UNIQUE AUTO REPAIR	12311	1088322	1/23/2020	16213	10/23/2019	REPLACED CATALYTIC CONVERTER/ SENSORS FOR PD VEH.	285.00	
R	SUPER UNIQUE AUTO REPAIR	12311	1088322	1/23/2020	16404	1/7/2020	RE CHARGED AC SYSTEM, AC HOSE, REPLACED BELT & TENSIONER - PD VEH.	265.00	
R	SUPER UNIQUE AUTO REPAIR	12311	1088322	1/23/2020	16371	12/30/2019	TRANSMISSION FLUSH, REPLACED AC HOSE, OIL CASE, AC HOSE FOR PD VEH.	379.34	
R	SUPER UNIQUE AUTO REPAIR	12311	1088322	1/23/2020	16391	1/4/2020	REPLACED ALT 6 MTH WARRANTY ON PARTS/LABOR, MOTOR OIL, FILTER - PD \	102.02	1,152.36
R	TEP	12902	1088323	1/23/2020	1712	12/5/2019	RAMONA TI CALCULATION FOR ENGINEERING DIV.	2,200.00	2,200.00
R	TERRA REALTY ADVISORS INC	10703	1088324	1/23/2020	201910-13616	10/1/2019	SEP 2019 PROF. SVCS RE: ROSS NISSAN - CMO	1,536.74	
R	TERRA REALTY ADVISORS INC	10703	1088324	1/23/2020	201911-13639	11/1/2019	OCT 2019 PROF. SVCS RE: ROSS NISSAN - CMO	4,174.41	
R	TERRA REALTY ADVISORS INC	10703	1088324	1/23/2020	201907-13553	7/1/2019	JUN 2019 PROF. SVCS RE: ROSS NISSAN - CMO	3,534.82	
R	TERRA REALTY ADVISORS INC	10703	1088324	1/23/2020	201909-13591	9/1/2019	AUG 2019 PROF. SVCS RE: ROSS NISSAN - CMO	4,627.19	13,873.16
R	THE BANK OF NEW YORK MELLON	05131	0121202001	1/22/2020	12.23.19	12/23/2019	US GOV GUARANTEED NOTES - HUD 108 COLLECTIONS ACCOUNT	13,268.25	
R	THE BANK OF NEW YORK MELLON	07442	0122202001	1/23/2020	01/16/20	1/16/2020	EL MONTE PFA RZEDB 2010A AND EL MONTE PFA BAB 2010B	1,161,260.00	1,174,528.25
R	THE COUNSELING TEAM INT'L	09884	1088326	1/23/2020	73919	12/10/2019	INDIVIDUAL PSYCHOTHERAPY SESSIONS - HR	220.00	220.00

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	THE WORKSHOP	03914	1088327	1/23/2020	66933	12/27/2019	BUSINESS CARDS FOR JERRY G. VELASCO & MARIA MORALES - CMO	143.00	
R	THE WORKSHOP	03914	1088327	1/23/2020	66742	11/4/2019	#10 REGULAR ENVELOPES FOR ENGINEERING DIV.	165.00	308.00
R	TOWNSEND PUBLIC AFFAIRS INC	09921	1088328	1/23/2020	15479	1/1/2020	JAN 2020 - CONSULTING SVCS FOR CMO	4,500.00	4,500.00
R	TURF STAR INC	03719	1088329	1/23/2020	7093213-00	10/31/2019	BLADE SERVICE PACK FOR PW MAINT DIV.	515.60	515.60
R	U S ARMOR	03759	1088331	1/23/2020	26271	1/10/2020	ENFORCER CONCEAL XLT3A-01, CONCEALABLE REMOVABLE CARRIER - PD	771.30	771.30
R	VERIZON WIRELESS	11243	1088334	1/23/2020	9844905573	12/23/2019	AC#642153918-00001- (11/24/19-12/23/19)- P&R	38.01	38.01
R	WILLDAN ENGINEERING	03897	1088336	1/23/2020	00618474	12/20/2019	PROF SVCS RENDERED THRU 12.20.19 (TRACT MAP 82071) - ENGINEERING DIV	1,044.00	
R	WILLDAN ENGINEERING	03897	1088336	1/23/2020	00618475	12/20/2019	PROF SVCS RENDERED THRU 11.29.19 (4144 ALDER DEDICATION) - ENGINEERIN	570.00	1,614.00
R	XTREME CHEER ACADEMY	12962	1088337	1/23/2020	02002EMCP	12/10/2019	5 COACHES CLINIC FOR PARKS/REC CHEERLEADING	150.00	150.00
R	Regular Vendor Total								1,560,361.67
T	DETROIT AUTO PARTS	01847	1088268	1/23/2020	S1-56819	1/13/2020	WINDSHIELD WASHER FLUID FOR PD VEH.	23.43	23.43
T	NAPA AUTO PARTS	02791	1088294	1/23/2020	0523-256068	12/18/2019	TIRE PRESSURE MONITORING SYSTEM FOR PD VEH.	148.47	
T	NAPA AUTO PARTS	02791	1088294	1/23/2020	0523-257951	1/13/2020	TIRE PRESSURE MONITOR SYSTEM FOR PD VEH.	49.49	
T	NAPA AUTO PARTS	02791	1088294	1/23/2020	0523-257432	1/6/2020	OIL FILTERS FOR PD VEH.	112.56	
T	NAPA AUTO PARTS	02791	1088294	1/23/2020	0523-255966	12/16/2019	ELECT BATTERY, 32 WINDSHIELD WASH FOR TRANSP. FLEET	19.70	330.22
T	SAN GABRIEL VALLEY WATER CO	03406	1088308	1/23/2020	442900-01/20	1/6/2020	AC#1-1-013-4429-0-0 (12/04-01/03/20)	352.75	
T	SAN GABRIEL VALLEY WATER CO	03406	1088308	1/23/2020	241101-01/20	1/6/2020	AC#1-1-011-2411-0-1 (12/04-01/03/20)	158.08	
T	SAN GABRIEL VALLEY WATER CO	03406	1088308	1/23/2020	105200-01/20	1/6/2020	AC#1-1-011-1052-0-0 (12/04-01/03/20)	57.20	
T	SAN GABRIEL VALLEY WATER CO	03406	1088308	1/23/2020	412700-01/20	1/6/2020	AC#1-1-013-4127-0-0 (12/04-01/03/20)	381.68	
T	SAN GABRIEL VALLEY WATER CO	03406	1088308	1/23/2020	136205-01/20	1/14/2020	AC#1-1-031-1362-0-5 (12/12-01/13/20)	169.86	
T	SAN GABRIEL VALLEY WATER CO	03406	1088308	1/23/2020	202501-01/20	1/6/2020	AC#1-1-011-2025-0-1 (12/04-01/03/20)	85.00	
T	SAN GABRIEL VALLEY WATER CO	03406	1088308	1/23/2020	412900-01/20	1/6/2020	AC#1-1-013-4129-0-0 (12/04-01/03/20)	289.18	
T	SAN GABRIEL VALLEY WATER CO	03406	1088308	1/23/2020	140401-01/20	1/6/2020	AC#1-1-011-1404-0-1 (12/04-01/03/20)	118.35	
T	SAN GABRIEL VALLEY WATER CO	03406	1088308	1/23/2020	140603-01/20	1/6/2020	AC#1-1-011-1406-0-3 (12/04-01/03/20)	187.02	
T	SAN GABRIEL VALLEY WATER CO	03406	1088308	1/23/2020	365501-01/20	1/6/2020	AC#1-1-013-3655-0-1 (12/04-01/03/20)	114.38	
T	SAN GABRIEL VALLEY WATER CO	03406	1088309	1/23/2020	518000-01/20	1/17/2020	AC#1-1-023-5180-0-0 (12/17-01/16/20)	114.38	2,027.88
T	SOUTHERN CALIFORNIA EDISON	03520	1088317	1/23/2020	5366511-0120	1/18/2020	AC#2-01-536-6511 (12/06-01/08/20)	3,185.20	
T	SOUTHERN CALIFORNIA EDISON	03520	1088317	1/23/2020	8044293-0120	1/16/2020	AC#2-36-804-4293 (12/16-01/15/20)	46.94	
T	SOUTHERN CALIFORNIA EDISON	03520	1088317	1/23/2020	3291189-0120	1/14/2020	AC#2-26-329-1189 (12/12-01/13/20)	10.58	
T	SOUTHERN CALIFORNIA EDISON	03520	1088317	1/23/2020	5368640-0120	1/14/2020	AC#2-01-536-8640 (12/12-01/13/20)	49.41	
T	SOUTHERN CALIFORNIA EDISON	03520	1088317	1/23/2020	3291163-0120	1/14/2020	AC#2-26-329-1163 (12/12-01/13/20)	10.58	
T	SOUTHERN CALIFORNIA EDISON	03520	1088317	1/23/2020	5364797-0120	1/17/2020	AC#2-01-536-4797 (12/17-01/16/20)	54.14	
T	SOUTHERN CALIFORNIA EDISON	03520	1088317	1/23/2020	3291155-0120	1/14/2020	AC#2-26-329-1155 (12/12-01/13/20)	10.82	
T	SOUTHERN CALIFORNIA EDISON	03520	1088317	1/23/2020	6380849-0120	1/16/2020	AC#2-26-638-0849 (12/12-01/13/20)	2,788.07	
T	SOUTHERN CALIFORNIA EDISON	03520	1088317	1/23/2020	3291197-0120	1/14/2020	AC#2-26-329-1197 (12/12-01/13/20)	10.83	6,166.57
T	SOUTHERN CALIFORNIA GAS CO	03525	1088318	1/23/2020	169419-01/20	1/16/2020	AC#169 419 0200 5 (12/13-01/14/20)	62.43	
T	SOUTHERN CALIFORNIA GAS CO	03525	1088318	1/23/2020	171519-01/20	1/16/2020	AC#171 519 0200 8 (11/13-01/14/20)	15.78	
T	SOUTHERN CALIFORNIA GAS CO	03525	1088318	1/23/2020	179517-01/20	1/14/2020	AC#179 517 8900 1 (12/11-01/11/20)	43.13	
T	SOUTHERN CALIFORNIA GAS CO	03525	1088318	1/23/2020	192117-01/20	1/15/2020	AC#192 117 9900 2 (12/12-01/13/20)	22.76	
T	SOUTHERN CALIFORNIA GAS CO	03525	1088318	1/23/2020	160617-01/20	1/15/2020	AC#160 617 7600 7 (12/12-01/13/20)	15.78	159.88
T	VALLEY BRAKE & WHEEL SERVICE	03780	1088332	1/23/2020	1069654	12/20/2019	TR-9 REPLACED FUEL PUMP FOR TRANSP. DIV.	1,273.53	1,273.53
T	Top Vendor Total								9,981.51
Grand Total									3,481,441.88

ORDINANCE NO. 2966

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA AMENDING SECTION 5.80.050 (DWELLING UNIT TAX PAYABLE ON DWELLING UNIT LOCATIONS IMPROVED WITH THREE OR FEWER DWELLING UNITS.) OF CHAPTER 5.80 (RENTAL DWELLING USE TAX) OF TITLE 5 (BUSINESS LICENSES AND REGULATIONS) TO PROVIDE FOR CALENDAR YEAR COLLECTION OF SUCH DWELLING UNIT TAX

WHEREAS, the Rental Dwelling Use Tax codified in Chapter 5.80 has been a feature of the EMMC for decades and was previously set forth in EMMC Sections 6208.2, 6208.3, 6208.4, and 6208.6 before EMMC recodification occurred in 1999;

WHEREAS, businesses, including commercial rental properties, are subject to gross receipt business license taxes pursuant to EMMC Chapter 5.08.030, which has also been a historical feature of the EMMC and was previously codified as EMMC Section 6201;

WHEREAS, the City Council of the City of El Monte (the "City Council" of the "City") adopted City Council Resolution No. 8000 ("Resolution No. 8000") on January 11, 2000;

WHEREAS, Resolution No. 8000 suspended the City's collection of the following:

1. Rental Dwelling Use Tax on dwelling unit location properties improved with no more than four (4) dwelling units; and
2. Gross receipt business license tax on commercial rental properties;

WHEREAS, on December 17, 2019, the City Council adopted Resolution No. 10073 to rescind the suspension of tax collection as set forth in Resolution No. 8000 to restore the previously adopted default tax collection framework;

WHEREAS, the City typically collects taxes on a calendar year schedule (January 1 to December 31), however, EMMC Section 5.80.050 requires a fiscal year (July 1st to June 30th) collection of taxes;

WHEREAS, the City seeks to amend EMMC Section 5.80.050 to set the collection of the dwelling unit tax on a calendar year schedule;

WHEREAS, a notice of public hearing regarding consideration of this Ordinance was published in a newspaper of general circulation on January 16, 2020.

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. Recitals. The facts set forth in the recitals above are true and correct and are incorporated herein by this reference.

SECTION 2. Amendment. Section 5.80.050 (Dwelling unit tax payable on dwelling unit locations improved with three or fewer dwelling units.) of Chapter 5.80 (Rental Dwelling Use Tax) of Title 5 (Business Licenses and Regulations) is hereby amended to read as follows:

Section 5.80.050 – Dwelling unit tax payable on dwelling unit locations improved with three or fewer dwelling units.

A landlord who owns a dwelling unit location as improved with three (3) or fewer dwelling units shall pay the rental dwelling unit tax as levied by Section 5.80.020A, subject to the exemptions and reductions, if applicable, under Section 5.80.040, each year on a calendar year basis from January 1st to December 31st.

SECTION 3. Inconsistent Provisions. Any provision of the El Monte Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Ordinance.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 5. Publication and Effective Date. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in a newspaper of general circulation within fifteen (15) days after its adoption. This Ordinance shall become effective thirty (30) days after adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at the regular meeting of this 4th day of February, 2020.

André Quintero, Mayor
City of El Monte

ATTEST:

Catherine A. Eredia, City Clerk
City of El Monte

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

I, Catherine A. Eredia, City Clerk of the City of EL Monte, hereby certify that the foregoing Ordinance No. 2966 was introduced for a first reading on the 28th day of January, 2020 and approved for a second reading and adopted by said Council at its regular meeting held on the 4th day of February, 2020 by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Catherine A. Eredia, City Clerk
City of El Monte



CITY OF EL MONTE

CITY MANAGER'S OFFICE
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF FEBRUARY 4, 2020

January 29, 2020

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

Dear Mayor and City Council:

PARKVIEW ELEMENTARY SCHOOL REQUEST FOR STREET CLOSURES AND PROCESSING OF A SPECIAL EVENT PERMIT FOR THE ANNUAL AMERICANISM PARADE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and adopt a resolution approving the request by Parkview Elementary School for assistance from the City to coordinate street closures and to process a Special Event Permit for the purpose of conducting the Annual Americanism Parade on Wednesday February 26, 2020; and
2. Waive all fees associated with this event.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Annually, Parkview Elementary School organizes a parade to honor and celebrate America's beauty, values, and heroes. On December 2020, the Mountain View School District submitted all forms to request street closures and a Special Event permit for the parade. This year, the 45th Annual Americanism Parade will take place on Wednesday, February 26, 2020; commencing at 1:00 p.m. and concluding at 2:00 p.m. Participants of the parade are planning to stage on Cogswell Road south of Elliott Avenue and will proceed north to eastbound Elliott Avenue, to southbound Allgeyer Avenue, to westbound Redstone Street, to northbound Cogswell Road, and enter the School's service driveway onto school grounds. The parade route is approximately sixth-tenths of a mile and is traveling through residential neighborhoods.

It is anticipated that the parade will draw approximately 1,500 people to the area and will require the closure of Cogswell Road, Elliott Avenue, Allgeyer Avenue, and Redstone Street along the parade route. Street closures may be in place for portions of the parade and/or for the entire duration of the parade event.

12.3

The School is requesting the street closures along this route and the posting of “No Parking” signs along the parade route, especially on Elliott Ave and Cogswell Rd, on the day prior to the parade so residents can plan accordingly. The School is also requesting the processing of the Special Event Permit application. The school has invited the Mayor, City Council Members, Chief of Police, and Fire officials to participate in the parade.

FISCAL IMPACT/FINANCING

City staff will process the application and implement, monitor, and remove the street closures. The parade will be conducted during normal City business hours and will not require special staffing arrangements and/or overtime pay. No additional City funds are needed for this request.

CONCLUSION

It is recommended that the City Council approve the request by Parkview Elementary School to hold the Annual Americanism Parade and waive all fees associated with the event. The Americanism Parade is an example of how the community can come together for the benefit of the children and local residents.

Respectfully submitted,

ALMA MARTINEZ
City Manager

Attachment I: Parade Permit for the Americanism Parade
Attachment II: Resolution

DATE: FEBRUARY 4, 2020	
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	

PARADE/BLOCK PARTY SUPPLEMENTAL PERMIT APPLICATION

Pursuant to EMMC 12.07.020 No person shall engage in, conduct or carry on the activity of a parade or block party without a permit issued pursuant to the provisions of this chapter.

Any person desiring to conduct a parade or block party shall apply to the Permit Committee for a permit at least **thirty (30) days in advance of the date of the proposed parade or block party**. The Permit committee may, for good cause shown, consider any application for a permit to conduct a parade or block party, which is filed less than thirty (30) days prior to the date such parade/block party is to be conducted. **The following information must be provided:**

NAME OF EVENT: Americanism Parade

TYPE OF EVENT: Parade

DATE(S) OF EVENT: February 26, 2020

DESCRIPTION OF EVENT: Students, staff and members of community parading for Americanism

NAME OF SPONSORING PERSON/ORGANIZATION Parkview School

ADDRESS: 12044 E. Elliott Ave, El Monte CA 91732

HOME TELEPHONE NUMBER: n/a

BUSINESS TELEPHONE NUMBER: (626) 652-4800

ORGANIZATION NAME: Parkview School

ORGANIZATION ADDRESS: 12044 E Elliott Ave, El Monte CA 91732

ORGANIZATION TELEPHONE NUMBER: (626) 652-4000

RESPONSIBLE OFFICER: Donelle Soto Norma Benumen
(626) 652-4800

OF HOURS OF THE EVENT: 2

NUMBER OF EXPECTED PERSONS: 1500

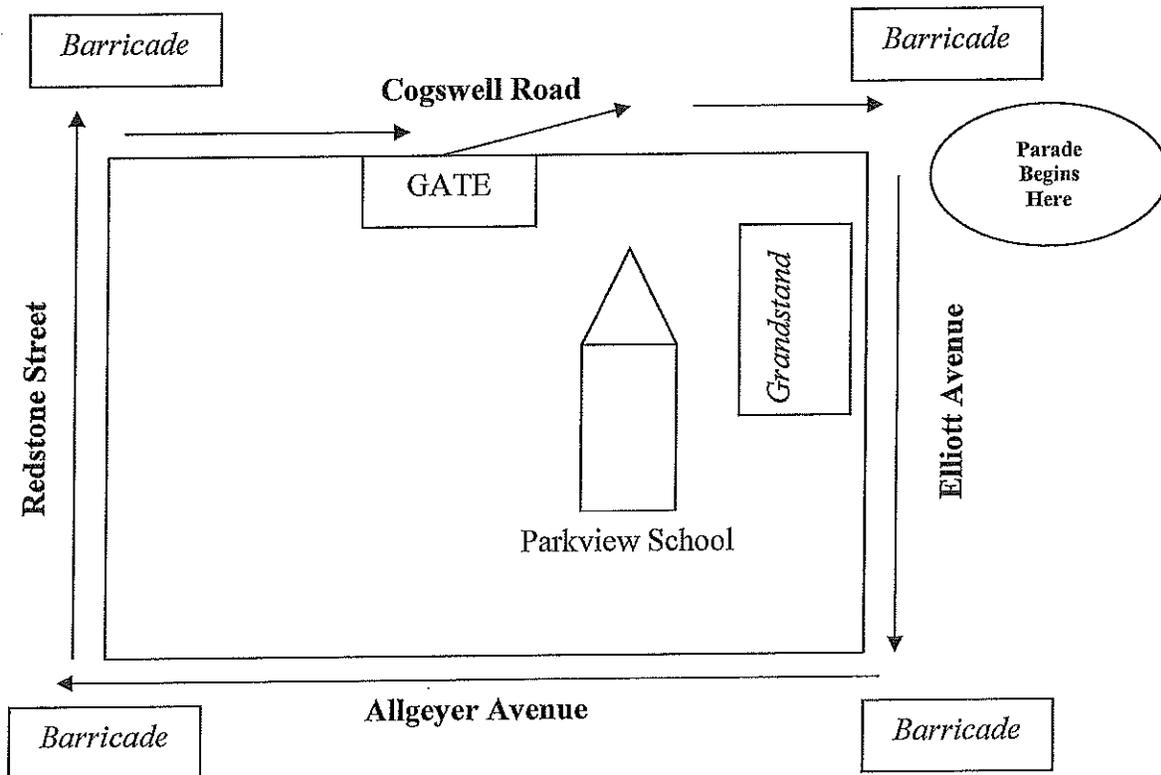
LOCATION OF THE EVENT: Streets surrounding Parkview School

STREET(S) ON WHICH THE EVENT WILL TAKE PLACE: Elliott, Allgeyer,
Redstone, Cogswell

ADJACENT STREETS THAT MAY BE IMPACTED BY THE EVENT Mt View Rd and Durfee Ave

Parkview School Americanism Parade February 26, 2020

Map and Barricade Plan



Please place "No Parking Signs" along the parade route.
Please put the signs up at least two days prior to the event.

EVIDENCE OF COVERAGE

DATE (MM/DD/YYYY)
12/13/2019

This Evidence of Coverage is used as a matter of information only and confers no rights upon the Certificate Holder. This Evidence of Coverage does not amend, extend, or alter the coverage afforded by the memoranda listed below.

MEMORANDUM NUMBER: 63

JOINT POWERS AUTHORITY (JPA)
Alliance of Schools for Cooperative Insurance Programs
16550 Bloomfield Avenue
Cerritos, CA 90703

JPA MEMBER
Mountain View School District
3320 Gilman Road
El Monte CA 91732

www.ASCIP.org

CONTACT NAME: Mr. Fritz J. Heirich, Chief Executive Officer

PHONE: (562) 404-8029

This is to certify that the Alliance of Schools for Cooperative Insurance Programs (ASCIP) Memorandum of Coverages on insurance listed below have been issued to the Covered Party named above for the period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this Evidence of Coverage may be used or may pertain, the coverages afforded by the Memorandum of Coverages described herein are subject to all the terms, exclusions, and conditions of such Memorandum of Coverages.

TYPE OF COVERAGE	ADDL INSR	MEMORANDUM NUMBER (MOC)	POLICY EFF (MM/DD/YYYY)	POLICY EXP 12:01a.m.	LIMIT OF LIABILITY / COVERAGE
GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Errors & Omission <input checked="" type="checkbox"/> Employment Practices		MOC #63	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT PER OCCURRENCE \$ \$5,000,000
					AGGREGATE \$ N/A
					\$
					\$
					\$
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> AUTOMOTIVE PHYSICAL DAMAGE <input checked="" type="checkbox"/> COMPREHENSIVE / COLLISION <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> Owned Auto <input checked="" type="checkbox"/> Hired Auto		MOC #63	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT PER OCCURRENCE \$ \$5,000,000
					ACTUAL CASH VALUE \$
					\$
					\$
					\$
PROPERTY <input checked="" type="checkbox"/> BUILDING / CONTENTS <input checked="" type="checkbox"/> FIRE, THEFT, RENTAL INTERRUPTION		MOC #63	7/1/2019	7/1/2020	REPLACEMENT COST SUBJECT TO POLICY LIMITS, TERMS, AND CONDITIONS
					Up to a limit of: \$ \$600,000,000
					\$
					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> WC STATUTORY LIMITS	N/A				EACH ACCIDENT \$
					PER EMPLOYEE \$
					POLICY LIMIT \$
OTHER <input checked="" type="checkbox"/> EMPLOYEE DISHONESTY (CRIME)		MOC #63	7/1/2019	7/1/2020	SUBJECT TO POLICY LIMITS, TERMS, AND CONDITIONS
					Up to limit of: \$ \$5,000,000
					\$
					\$

ADDITIONAL REMARKS:

As respects to Americanism Parade on 2/26/20

CERTIFICATE HOLDER

City of El Monte
11333 Valley Blvd.
El Monte CA 91731

CANCELLATION

Should any of the above coverages for the Covered Party be changed or withdrawn prior to the expiration date issued above, ASCIP will mail 30 days written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon ASCIP, its agents, or representatives.



AUTHORIZED REPRESENTATIVE: Fritz J. Heirich

*ASCIP is a joint powers authority pursuant to Article 1 (commencing with Section 6500) Chapter 5 of Division 7 of Title 1 of the Government Code and Sections 39603 and 81603 of the Education Code.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, APPROVING THE ANNUAL AMERICANISM PARADE BY PARKVIEW ELEMENTARY SCHOOL AND AUTHORIZING STREET CLOSURE OF VARIOUS RESIDENTIAL STREETS ON WEDNESDAY, FEBRUARY 26, 2020 FROM 1:00 P.M. TO 2:00 P.M.

WHEREAS, the Parkview Elementary School has requested City Council to approve the annual Americanism Parade beginning at Parkview Elementary School on Cogswell Road to Elliott Avenue to Allgeyer Avenue to Redstone Street and ending at the school on Cogswell Road on Wednesday, February 26, 2020 from 1:00 p.m. to 2:00 p.m.; and

WHEREAS, the safety of the public require that the above City blocks be closed on Wednesday February 26, 2020, pursuant to the provisions of Section 21101 (e) of the Vehicle Code of the State of California.

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

SECTION 1. The City blocks beginning at Cogswell Road to Elliott Avenue to Allgeyer Avenue to Redstone Street and ending at the school on Cogswell Road shall be closed on Wednesday February 26, 2020, during the hours of 1:00 p.m. to 2:00 p.m.

SECTION 2. The Chief of Police of the City of El Monte or his designated representative may open and close the City blocks, as described above, on Wednesday February 26, 2020, for the annual "Americanism Parade" in order to accommodate traffic.

SECTION 3. The Public Works Department shall post signs at least twenty-four (24) hours prior to February 26, 2020 at strategic locations on the street to give advance notice of the street closure and temporary prohibition of street parking to take place on Wednesday February 26, 2020.

SECTION 4. The Public Works Department shall provide full support on Wednesday, February 26, 2020, to the Police Department in closing or opening the street and provide barricades and signs to divert traffic on an as-needed basis.

SECTION 5. This Resolution shall take effect upon adoption. The City Clerk shall certify to the adoption of this Resolution.

Passed, approved, and adopted this 4th day of February, 2020.

André Quintero
Mayor of the City of El Monte

ATTEST:

Cathi Eredia
City Clerk of the City of El Monte

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

I, Cathi Eredia, City Clerk of the City of El Monte, do hereby certify that the above and foregoing Resolution No. _____ was passed, approved, and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on this 4th day of February 2020, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Cathi Eredia
City Clerk of the City of El Monte



CITY OF EL MONTE
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF FEBRUARY 4, 2020

January 21, 2020

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

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICE AGREEMENT WITH THE RAMSAY GROUP FOR THE PREPARATION OF THE FIVE-YEAR CONSOLIDATED PLAN (FY 2020 – 2024), ANNUAL ACTION PLAN (FY 2020 – 2021), AND ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE FOR A NOT-TO-EXCEED AMOUNT OF \$32,700.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve the Professional Service Agreement (Attachment 1) with The Ramsay Group for the preparation of the Five-year Consolidated Plan (FY 2020 – 2024), Annual Action Plan (FY 2020 – 2021), and Analysis of Impediments to Fair Housing Choice for a not-to-exceed amount of \$32,700; and
2. Authorize the City Manager to make all conforming modifications and edits and execute all implementing documents.

BACKGROUND

On October 16, 2019, the City of El Monte (“City”) issued its first Request for Proposals (RFP) (Attachment 2) for experienced community development consultant firms or individual consultants to assist the City’s Housing Division in preparing its next Five-year Consolidated Plan (FY 2020 – 2024), the Annual Action Plan (FY 2020 – 2021), and Analysis of Impediments to Fair Housing Choice. The Five-Year Consolidated Plan and Action Plan will address short/long range plans to identify, including but not limited to, goals and objectives, gaps in services, areas of need, resources, housing,

homelessness, improved collaboration/public input process, programs/projects, and other areas as may be identified to assist the City in implementing the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG) and HOME Investment Partnerships (HOME) programs. The awarded consultant shall also assist to define and undertake the community/stakeholder participation process. The selected consultant will perform professional services under the supervision of the Community and Economic Development Department – Housing Division. The Consolidate Plan is due to the U.S. Department of Housing and Urban Development (HUD) on May 15, 2020.

The City issued an RFP for the above-mentioned services. Only one (1) proposal was received from TDA Consulting. On December 4, 2019, the City issued a second RFP to seek additional respondents and received two (2) proposals from The Ramsay Group and GRC Associates.

DISCUSSION

The following is a list of the three (3) consultants that submitted proposals for the Five-Year (FY 2020 – 2024) Consolidated Plan, First Year Annual Action Plan (FY 2020 – 2021) and Analysis of Impediments to Fair Housing Choice:

	Bidder's Name	Bidder's Amount
1	TDA Consulting	\$ 82,371.87
2	The Ramsay Group	\$ 32,700.00
3	GRC Associates	\$ 87,880.00

The proposals were reviewed by City staff, and the following scores were determined out of 100 points:

Scores (Most responsive to RFP)

1. GRC Associates -96
2. The Ramsay Group (TRG) -93
3. TDA Consulting, Inc. -87

Staff is recommending an award to The Ramsey Group (Attachment 3) based on their experience and qualifications, personnel experience, work-plan, and references. The Ramsay Group has over 20 years assisting cities with HUD documents and has supported over 60 cities with similar services. The Ramsay Group updated the City's 2015 Consolidated Plan and 2017 Analysis of Impediments to Fair Housing Update. The Ramsay Group has provided enough evidence that the firm can accomplish the City's needs with its in-house experts, which will serve as an extension of City staff. Furthermore, their proposal is within the City's allocated budget of \$40,000.

FISCAL IMPACT

On October 15, 2019, the City Council authorized the release of the RFP and budgeted \$40,000 in General Fund Account No. 100-65-651-6111 (General Contract Services) for the preparation of the Five-year Consolidated Plan, Annual Action Plan and Analysis of Impediments. The cost for The Ramsay Group's services in the amount of \$32,700 will be paid from the budgeted funds approved by City Council.

CONCLUSION

Staff respectfully requests that the City Council by motion: 1) Consider and approve the Professional Service Agreement with The Ramsay Group for preparation of the Five-year Consolidated Plan (FY 2020 - 2024), the Annual Action Plan (FY 2020 - 2021), and Analysis of Impediments to Fair Housing Choice for a not-to-exceed amount of \$32,700; and 2) Authorize the City Manager to make all conforming modifications and edits and execute all implementing documents.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager



BETTY DONAVANIK
Community and Economic Development Director

Attachments:

1. Draft Professional Services Agreement
2. Request for Proposals
3. The Ramsay Group Proposal

DATE: FEBRUARY 4, 2020
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

ATTACHMENT 1

DRAFT PROFESSIONAL SERVICES AGREEMENT



2020

PROFESSIONAL SERVICES AGREEMENT

(Engagement: Preparation of the Five-Year Consolidated Plan (FY 2020-2024), Annual Action Plan (FY 2020-2021), and Analysis of Impediments to Fair Housing Choice)
(Parties: City of El Monte and The Ramsay Group)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2020 (hereinafter, the "Effective Date") by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and THE RAMSAY GROUP (hereinafter, "CONSULTANT"). For 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 seeks to engage with Consultant to obtain a five-year consolidated plan (FY 2020-2024), annual action plan (FY 2020-2021), and analysis of impediments to fair housing choice for a not-to-exceed amount of \$32,700; and

WHEREAS, CITY has determined that CONSULTANT possess the skills, experience, and expertise necessary to perform the requested professional preparation of a consolidated plan, action plan, and analysis of impediments to fair housing choice; and

WHEREAS, execution of this Agreement was approved by the City Council at its _____ meeting of _____ 20__ under Agenda Item _____.

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

I.
ENGAGEMENT TERMS

1.1 SCOPE OF SERVICES: Subject to the terms and conditions of this Agreement, CONSULTANT agrees to assist CITY with preparation of its Consolidated Plan/Action Plan and Analysis of Impediments to Fair Housing Choice. The specific services and tasks that CONSULTANT shall perform and other general duties and responsibilities of CONSULTANT are set forth and more particularly described in that certain proposal of CONSULTANT entitled "2020-2025 HUD Consolidated Plan/Annual Action Plan and Analysis of Impediments to Fair Housing Choice" and dated January 5, 2020 which is attached and incorporated

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

1.2 PROSECUTION OF WORK: The Parties agree as follows:

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a Notice to Proceed. CONSULTANT shall complete the various tasks identified in the Scope of Work within the timeframes set forth in the Scope of Work and shall complete all of the Work by or before May 13, 2020 (the "Completion Date"). CONSULTANT may request additional time to complete all of the Work, provided such request is made in writing submitted to the City Representative and signed by the CONSULTANT's Representative no less than fourteen (14) calendar days prior to the Completion Date. Requests for additional time shall: (i) include a reasonably detailed explanation as to why additional time is needed; (ii) identify what tasks remain to be completed; (iii) identify what steps CONSULTANT has taken to mitigate the need for additional time; and (iv) state how much additional time is requested. The City Representative, in their sole and absolute discretion, may grant the request as requested, grant lesser time than requested, conditionally grant the request, or deny the request. The foregoing notwithstanding, in no event may the City Representative authorize additional time beyond September 30, 2020 without the prior approval of the City Council, which approval may be granted, conditionally granted or denied by the City Council in its sole and absolute discretion.
- B. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.3 [RESERVED – NO TEXT]

1.4 COMPENSATION:

- A. CONSULTANT shall perform all Work in accordance with the hourly rates schedule provided in Tab 9 of CONSULTANT's January 5, 2020 Proposal, which is attached and incorporated as **Exhibit "A."** (hereinafter, the "Approve Rate Schedule")
- B. Section 1.4(A) notwithstanding and the provisions of Tab 9 (Detailed Cost of Services) of the Scope of Services notwithstanding, CONSULTANT's total compensation for any services and tasks performed under this Agreement shall not exceed the total aggregate sum of **THIRTY-TWO THOUSAND SEVEN HUNDRED DOLLARS (\$32,700)** (hereinafter, the "Not-to-Exceed Sum") during any single fiscal year, unless such added expenditure is first approved by the El Monte City Council ("City Council"). In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum during any fiscal year, CITY may suspend CONSULTANT's performance pending the City Council's approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement. For purposes of this Agreement the term "fiscal year" means a period of time coming on July 1st of a given calendar year and ending on June 30th of the calendar year immediately following.

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

- 1.6 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge,

during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

- 1.7 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 Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Betty Donovanik, Director of Community and Economic Development and the Housing Manager (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The CITY Representatives or their designees shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Darrell Stamps to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representative or her designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all Work skillfully, competently and to the

- highest standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
 - D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
 - F. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on

behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include, without limitation, compliance with any applicable reporting requirements of the CDBG and Home program.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental

disability or medical condition.

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

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be

received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for

any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.6 CITY does not, and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the

Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
- i. Within 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 shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 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 shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time

of performance;

- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

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

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

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

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

VI. MISCELLANEOUS PROVISIONS

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

disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent of disclosure as legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:
The Ramsay Group
23800 Garland Court
Valencia, CA 91354
Attn: Darrell Stamps
Phone: (213) 256-7657

CITY:
City of El Monte
Housing Division
11333 Valley Boulevard
El Monte, CA 91731
Attn: Community and Economic
Development Director
Phone: (626) 580-2073

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

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the

Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared

this Agreement together through a process of negotiation and with the advice of their respective attorneys.

- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall govern and control, but only to the extent of the conflict or inconsistency and no further.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations, or other agreements, whether oral or written, made by any Party, which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF EL MONTE

THE RAMSAY GROUP

By: _____
Alma K. Martinez
City Manager

By: _____

Name: _____

Date: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Richard Padilla
Assistant City Attorney

Date: _____

EXHIBIT "A"
CONSULTANT'S JANUARY 5, 2020 PROPOSAL
SCOPE OF SERVICES

the·ramsay·group

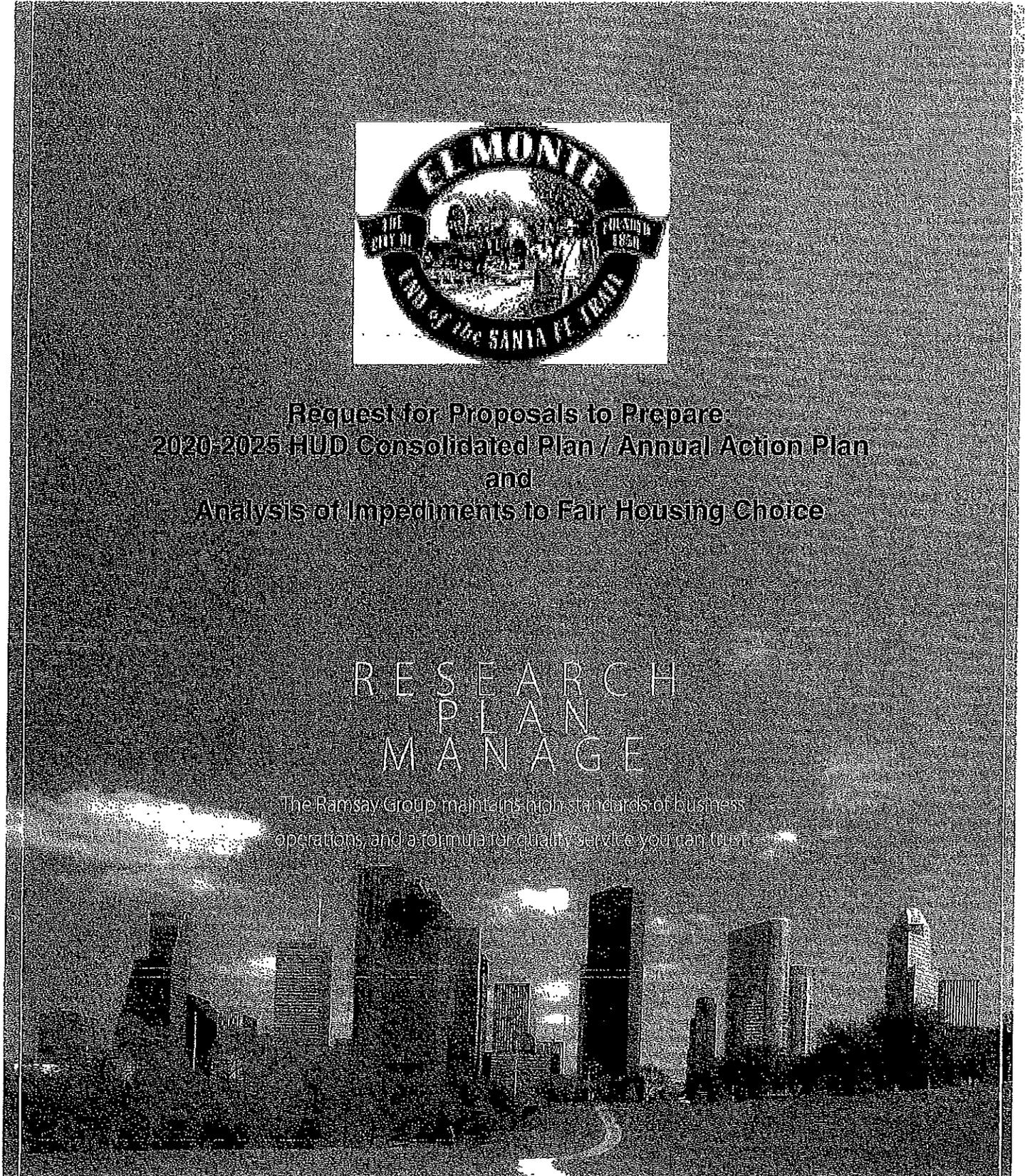
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Request for Proposals to Prepare:
2020-2025 HUD Consolidated Plan / Annual Action Plan
and
Analysis of Impediments to Fair Housing Choice

RESEARCH PLAN MANAGE

The Ramsay Group maintains high standards of all business operations and a formula for quality service you can trust.



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Contact Information:

Darrell Stamps
Managing Partner
The Ramsay Group
213.256.7657

SOUTHERN CALIFORNIA
23800 Garland Court
Valencia, Ca 91354

www.theramsaygroup.com
ds@theramsaygroup.com

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TAB 1:

COVER LETTER

1/5/20

City of El Monte
Economic Development Department
11333 Valley Blvd.
El Monte, CA 91731

RE: CITY OF EL MONTE'S FY 2020-2025 CONSOLIDATED PLAN and ANALYSIS OF IMPEDIMENTS

Dear Mrs. Carol Averell, Housing Manager:

The Ramsay Group (TRG) is pleased to present our proposal to the City of El Monte consulting services for the preparation of its Consolidated Plan/ Action Plan (CP/AP) and Analysis of Impediments to Fair Housing Choice. We are excited about the prospect of working with the City of El Monte in achieving the objective of each plan.

Our Firm has a breadth of knowledge, understanding and expertise in projecting future economic, social and housing concerns. TRG is also well apprised of the Code of Federal Regulation, Title 24 Housing and Urban Development Part 91. Our Firm understands that the successful completion of the Consolidated Plan/AP will result in millions of HUD federal funds that will increase affordable housing and economic development opportunities, thus mitigating challenges such as, homelessness and lack of affordable housing for thousands of residents located in the Jurisdiction.

TRG is also familiar with HUD's new E-ConPlan Suite which provides GIS on-line mapping tool to assist in the planning and development of the Consolidated Plan and A/P documents. The tool also allows Jurisdictions to create a map of census tracts based on housing needs, housing supply, economic conditions and homeless populations (all as defined by HUD). Our Firm has completed more than 50 Consolidated Plans, Annual Action Plans and CAPERS using the new suite.

Our development of the Analysis of Impediments to Fair Housing Choice (AI) will be a comprehensive review of policies, procedures and practices within the Consortium, and how they affect the location, availability and accessibility of housing and the current residential patterns and conditions related to fair housing choice. Moreover, our Firm will work with the City to list and recommend appropriate remedies for all impediments identified so that such remedies will be made part of your on-going fair housing activities. We will also highlight outstanding fair housing practices within the Jurisdictions to be documented as potential "best practices" for HUD and other Jurisdictions.

TRG has a 20-year history successfully assisting jurisdictions in developing HUD regulated planning documents to meet the requirements of CFR, Title 24 Part 91. Many of our documents have been used by HUD to demonstrate "best-practices" in community planning. We have always completed these projects in a timely manner. TRG has read this entire request for proposal document and understands the content. Lastly, TRG has made every effort to minimize cost associated with the development of the ConPlan and Update of the AI. Cost savings will be realized by completing both plans simultaneously (e.g. common data for analysis, shared community meetings etc.).

We thank you for considering our submission and look forward to the privilege of working with the City of El Monte. I certify that the information and data submitted are true and complete to the best knowledge of my signing the letter. TRG shall make a commitment to accept the terms and conditions in the RFP and Professional Services Agreement, including acknowledgment of receipt of all amendments and/or addenda to the RFP. There are no exceptions to the RFP. The proposal shall remain valid for a period of not less than 120 days from the date of submittal.

Lastly, TRG understands the compressed timeline that the City is operating under for this assignment. We are extremely experienced with successfully managing projects under these conditions. TRG has never submitted a Consolidated Plan beyond its due date. Should you have any further questions or concerns, please contact me directly. I will be the contact person for this assignment and can be reached at ds@theramsaygroup.com or 213-256-7657.

Regards,

Darrell Stamps

Darrell Stamps MPA, Managing Partner

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TAB 2: EXPERIENCE & QUALIFICATIONS OF FIRM:

The Ramsay Group/ 23800 Garland Court #100
Valencia Ca. 91354/ 213-256-7657

Firm Profile

For over two decades, The Ramsay Group has provided over 60 jurisdictions with accurate and concise strategic planning and project management services. Our track record for successfully developing long-range strategies and managing local programs is extensive and well known. It is the result of tailoring our services to each client's specific needs and understanding the socio-economic conditions of any jurisdiction, which includes land use, infrastructure, affordable housing, labor market and the unique needs and desires of local stakeholders. TRG experience covers the complete gamete of Local, State and Federal planning and program management. They include Housing Elements, Consolidated Plans, 10 Year Plans to End Chronic Homelessness and the newly established Assessment of Fair Housing. TRG is a Minority Business Enterprise.

What makes us different?

Two aspects of The Ramsay Group help us stand out from our competitors. First, our product and services reflect the insight we acquire from affordable housing and community development analysts. All our products and services are based on strong community and affordable housing research. Our team of in-house experts combines years of applied knowledge with contemporary planning practices. Second, our services and products reflect our experience as planners and community development consultants. We have worked in communities across the U.S. and have witnessed successful planning and development tactics duplicated again and again. We have a proven process of working with diverse communities to identify not just obvious impediments, but assets that can be used to accomplish desired change.

Relevant work includes the following (partial):

- Updated the City of Indio's 2019 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing Choice
- Updated the City of Hanford's 2019 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing Choice
- Updated the Consortium of Town of Apple Valley and City of Victorville's 2017 Consolidated Plan and Assessment of Fair Housing
- Updated City of Cathedral City's 2017 Consolidated Plan and 2016 Assessment of Fair Housing
- Updated the City of Delano's 2015 Analysis of Impediments to Fair Housing Choice
- Updated the City of Norwalk's 2015 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing Choice
- Updated the City of Lancaster's 2015 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing
- Updated the City of Merced's 2015 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing Choice
- Updated the City of Downey's 2015 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing Choice
- Updated the City of Pico Rivera's 2015 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing
- Updated the City of Carson's 2015 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing Choice
- Updated the City of Glendale's 2015 Consolidated Plan
- Updated the City of El Monte's 2015 Consolidated Plan
- Updated the City of La Habra's 2015 Consolidated Plan
- Updated the City of Whittier's 2015 Consolidated Plan
- Updated the City of Encinitas's 2015 Consolidated Plan
- Updated the City of Indio's 2014 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing Choice
- Updated City of Chino Hills 2013 Analysis of Impediments to Fair Housing Choice
- Updated City of Santa Barbara 2013 Analysis of Impediments to Fair Housing Choice
- Updated City of Lancaster 2013 Analysis of Impediments to Fair Housing Choice
- Updated City of Turlock and Stanislaus County HOME Consortium 2010-2015 Consolidated Plan and AAP
- Updated the City of Downey's 2010- 2015 Consolidated Plan/ AP and Analysis of Impediments
- Updated the City of Pico Rivera's 2010- 2015 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing
- Updated the City of Visalia's 2010- 2015 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing

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- Updated the City of Bakersfield's 2010- 2015 Consolidated Plan/AP and Analysis of Impediments
- Updated the City of Yuba City's 2010- 2015 Consolidated Plan
- Updated City of Yuba's Neighborhood Revitalization Strategy 2010
- Developed the City of Delano's 2009 Analysis of Impediments to Fair Housing Choice
- Updated the City of Fresno's 2000-2005 and 2006-2010 Consolidated Plan
- Developed the City of Clovis' 2006-2010 Consolidated Plan
- Updated the County of Madera's 2008 Housing Element
- Updated the City of Delano's 2008 Housing Element

References

Name of Agency	Contact Name/Address	Phone Number	Dates services provided (from/through*)	Summary of Service
City of Indio	Jesus Gomez – Housing Manager Housing & Neighborhood Programs Department Development Analyst 100 Civic Center Mall, Indio, CA 92201 Office: (760) 391-4028 jgomez@indio.org	760- 541-4260	From: 6/2010- Current	2014-2019 Consolidated Plan/ AI 2019-2024 Analysis of Impediments
City of Norwalk	Kristin Maithonis Housing Manager City of Norwalk 12700 Norwalk Blvd., Room 11 Norwalk, CA 90651-1030 kmaithonis@norwalkca.gov	562-929-5653	From 6/ 2014 to 12/ 2016	2015-2020 Consolidated Plan/ AI 2015 Neighborhood Strategic Plan
City of Cathedral City	Vincent Lopez Community Development Specialist Engineering Division 68700 Avenida Lalo Guerrero Cathedral City, CA 92234 P: 760-770-0349 F: 760-202-2518 VLopez@cathedralcity.gov	(760) 770-0349	From 6/ 2014 to 12/ 2016	2017-2021 Consolidated Plan 2018 Fair Housing Assessment
City of Downey	Jose G. Vazquez Management Analyst 11111 Brookshire Avenue Downey, CA 90241 Office: (562) 904-7161 Email: vazquez@downeyca.org	(562) 904-7166	From 6/ 2016 to 12/ 2017	2015-2020 Consolidated Plan/ AI
City of Pico Rivera	Julia Gonzalez Deputy Director Community & Economic Development Department City of Pico Rivera 6615 Passons Boulevard Pico Rivera, CA 90660 jullagonzalez@pico-rivera.org	Direct: (562) 801-4447 Office: (562) 801-4332	From 6/ 2010 to 12/ 2015	2015-2020 Consolidated Plan/ AI

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TAB 3:

EXPERIENCE & QUALIFICATIONS OF PERSONNEL:

Darrell Stamps, MPA (PROJECT LEAD) 213-256-7657

Managing Partner

Percentage of time allocated 20%

Education
M.A in Public Administration,
California State University, Fresno

B.A. in Political Science, California
State University, Fresno

Professional Affiliations
Member of the American Planning
Association (APA)

Certifications
National Charrette Institute, Charrette
Planner Certification Training
California State University, Fresno,

Experience Summary

Over the twenty years, Darrell has served as Managing Partner for the Ramsay Group. There, he has been responsible for providing HUD mandated strategic planning to more than 50 HUD entitlement cities. Darrell worked alongside City staff, nonprofits and community residents in assessing, planning and updating goals and policies relating housing, and community development needs for jurisdictions most needy citizens.

Darrell routinely works with the State of California's Housing and Community Development Department and the U.S., Department of Housing and Urban Development, in Washington D.C. He has a bachelor's degree in Political Science and MA in Public Administration.

Recent Project Experience

- City of City of Indio 2019 Consolidated Plan/AI
- City of Cathedral City 2017 Consolidated Plan and Assessment of Fair Housing
- Town of Apple Valley and City of Victorville's 2017 ConPlan and City Assessment of Fair Housing
- City of City of Indio 2015 Consolidated Plan/ AI
- City of Downey's 2015 Consolidated Plan/ AI
- City of Pico- Rivera 2015 Consolidated Plan/ AI

Veda Ramsay

Managing Partner

Percentage of time allocated 20%

Education
M.A. Public Administration- University
of Southern California

B.A., Sociology, California State
University, Fresno

Professional Affiliations
Subcommittee Chair, City of Fresno,
Mayor's 10 x10 Blue Ribbon
Committee on Affordable Housing

Member of the American Planning
Association (APA)

Experience Summary

Veda Ramsay is one of the managing partners of The Ramsay Group. Veda has conducted numerous studies, reports and strategic plans for governments, nonprofits and private agencies.

Veda's vast knowledge of housing and community development has led to the Firm's management of several governmental strategic planning efforts. As Managing Partner for the Ramsay Group, Veda has led the management and development of numerous high profile and pioneering strategic plans for public and nonprofit agencies.

Veda's unwavering commitment to understand and improve community and social conditions in communities over the years has landed her in several leadership roles on boards, commissions and committees. Veda has received numerous awards and recognition for her participation in community service and leadership, including *Business Street Newspaper's, Top Ten Influential Women in Business.*

Recent Project Experience

- City of Indio's 2017 Analysis of Impediments
- City of Cathedral City 2017 Consolidated Plan and Assessment of Fair Housing
- Town of Apple Valley and City of Victorville's 2017 ConPlan and Assessment of Fair Housing

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- City of City of Indio 2015 Consolidated Plan/ AI
- City of Downey's 2015 Consolidated Plan/ AI

Ashley Mashian, MPA

Project Manager - City of Indio Consolidated Plan

Education
UCLA LUSKIN SCHOOL OF PUBLIC AFFAIRS June 2019
Master's degree: Urban and Regional Planning
Concentration: Design & Development

UCLA June 2015
Bachelor of Arts: Communication Studies
Summa Cum Laude

Experience Summary

Ms. Mashian is a Project Manager and Researcher for the Ramsay Group. Ms. Mashian's expertise includes analyzing community plans and policies; evaluating programs and functions by HUD entitlement jurisdictions, collecting, compiling and evaluating project data; designing and administered surveys and focus groups; and counseling staff on performance measure evaluations; and community asset mapping.

Recent Project Experience:

- City of City of Indio 2019 Consolidated Plan/ AI
- City of Burbank's 2019 Consolidated Plan/ AI
- City of Cathedral City 2017 Consolidated Plan and Assessment of Fair Housing
- Town of Apple Valley and City of Victorville's 2017 ConPlan and City Assessment of Fair Housing
- City of City of Indio 2015 Consolidated Plan/ AI

Zack Henderson

Project Manager - City of Indio Consolidated Plan

EXPERTISE
Geographic Information Systems (GIS)
Cloud GIS
Environmental Planning
Quantitative and Qualitative Analysis
Spatial Modelling
Global Positioning Systems (GPS)

EDUCATION

University of California, Los Angeles.
Bachelor of Arts, Environmental Studies/Geography, December 1994.

El Camino Community College,
Associate Degree with Honors in Mathematics, June 1992.
South Warwickshire College of Further Education, Stratford-Upon-Avon, England. Study abroad program, January 1990-April 1990.

Experience Summary

Mr. Henderson has over 25 years of experience in the geographic information systems (GIS) field, including 3 years with LSA. His GIS experience includes application development, California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance, cultural site record analysis, biological delineation, traffic and transit planning, global positioning systems (GPS), and impact/mitigation analysis.

Mr. Henderson's specific duties include management of GIS services, providing quality control, GIS implementation for TRG and TRG's clients; workload management and scheduling, as well as managing the acquisition of hardware and software and GIS/GPS training. Additionally, Mr. Henderson maintains TRG's business partner relationship with Esri.

Recent Project Experience

- City of City of Indio 2019 Consolidated Plan/ AI
- City of Cathedral City 2017 Consolidated Plan and Assessment of Fair Housing
- Town of Apple Valley and City of Victorville's 2017 ConPlan and City Assessment of Fair Housing
- City of City of Indio 2015 Consolidated Plan/ AI
- City of Downey's 2015 Consolidated Plan/ AI
- City of Plco- Rivera 2015 Consolidated Plan/ AI

Availability and Commitment

The project manager and identified team members are available for this project. They will serve as an extension of THE CITY OF EL MONTE's staff, bringing new insights, strategies and programs that can be used by the City to ensure the successful development and implementation of the mandated analysis. For the first 30 days of the project, if

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necessary, we will have staff on site at least once a week to coordinate with THE CITY OF El Monte's staff and ensure seamless transfer of information. We will also provide monthly reports on the program's progress, and make staff available for departmental or public presentations

TAB 4: WORK PLAN

Current. Our Firm will review El Monte's existing housing planning documents (General Plans, Housing Elements, Consolidated Plans, Analysis of Impediments, Specific Plans, etc.) to not only disclose the City's success in implementing the existing plans but also gain insight on how strategies and programs can be adjusted to achieve greater success. Our Firm will also fully update the socioeconomic and demographic projections, land use and program information to truly understand the current conditions required for long-range planning.

Consistent. As the CP/AP and AI are developed, our Firm will track consistency issues to ensure that the plan matches up with the critical planning policies within the Jurisdictions' General Plan and Housing Element.

Comprehensive. Our proposal provides a complete update of demographics and a thorough review of the existing programs and resources available to the City and consortium. Our Firm will review existing goals, objectives and policies used to assist in the economic and housing improvement of the designated CDBG areas. This includes the development of quantifiable objectives to reach the Jurisdictions' economic, community and housing goals.

Participatory. The Consolidated Plan/AP and AI can greatly impact the lives of those who live, work and own property in the community. It is vital that the public and service organizations working in the community be effectively involved in the development of each plan if it is to be effectively implemented over time. Our public participation program has been designed to inform and involve the public and service organizations.

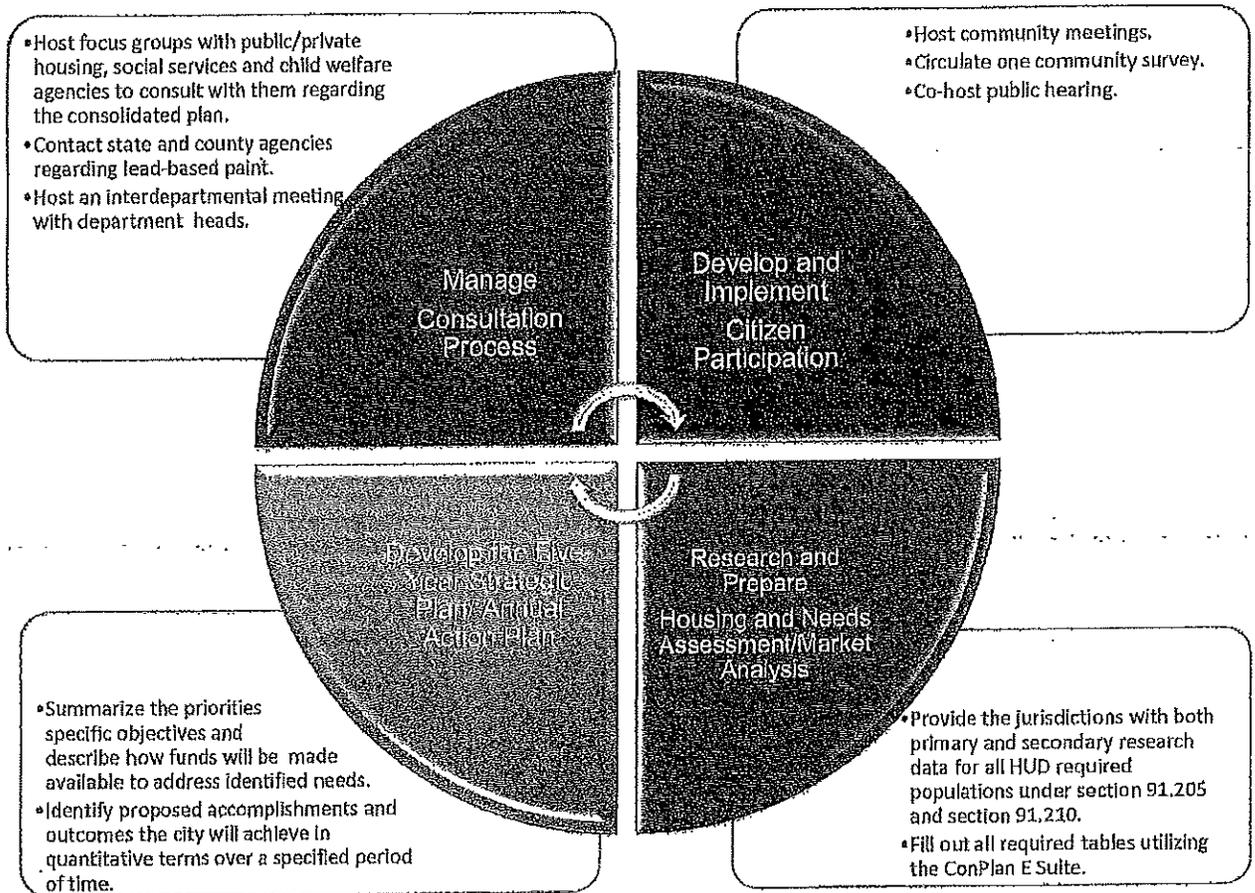
To achieve the above objectives, the City of El Monte is looking for a consulting Firm that will serve as an extension to their staff, bringing new insights, strategies and programs that can be used by the Jurisdictions to ensure the successful development of the mandated plans. For the first 30 days of the project, if necessary, we will coordinate with department staff weekly to ensure seamless transfer of information. We will also provide monthly reports on the program's progress and make staff available for departmental or Council presentations.

Consolidated Plan/ AAP

In preparing the ConPlan/ AP, TRG will utilize several methods to analyze the housing and community development needs of the City of El Monte. Methods will include hosting focus groups, surveying community residents and stakeholders, surveying multi-family unit property owners, analyzing U.S. Census data and utilizing information in several public planning documents. Along with the Jurisdictions, TRG will host community meetings and hearings and meet with organizations as an effort to outreach to and encourage the participation of all residents, particularly low- and moderate-income residents, elderly persons and persons with disabilities. The purpose of the meetings will be to inform the community about the ConPlan/ AP process and to identify opportunities to improve collaborative efforts and eliminate service delivery gaps to develop and sustain decent and affordable housing, suitable living environments and expanded community and economic opportunities. The CP/AP will be completed using the following techniques:

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1. The Public Participation Process

TRG will assist the Jurisdictions by-hosting several charrette-style community meetings. Meetings will include a presentation provided to residents explaining the CP/AP process and a description of the utilization of HUD funding. TRG will also draft a summary of the citizen participation process detailing comments from the public as well as outreach conducted by TRG to increase public involvement in the development of the CP/AP.

2. Housing and Homeless Needs Assessment

In addition to projecting the Jurisdiction's housing needs for the next five years, TRG will estimate the number and types of families that require housing assistance. The team will evaluate families that are anywhere between very low to middle income, owners, renters, the elderly, single and large families, the disabled, and families affected by HIV and AIDS. The TRG team will also report on the extent and characteristics of homelessness in the Jurisdictions target areas, taking an inventory of available facilities, services, public and assisted housing. TRG will utilize several different data tools to conduct the housing and homeless needs assessment including, but not limited to- U.S. Census, Claritas, Continuum of Care and Realtor's Associations.

3. Housing Market Analysis

The team will detail the nature of the Jurisdiction's housing market highlighting supply, demand, the cost of housing for the disabled and those families affected by HIV and AIDS. In addition, TRG will research the availability of residential housing and services for individuals and families with special needs. The housing market analysis will also

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Identify the challenges to increasing affordable housing and provide a strategy to increase affordable housing opportunities and decrease the number of residents inhabiting housing with lead-based paint hazards.

4. Community and Economic Development Needs Assessment

TRG will assist Jurisdictions to create a strategy that will provide for new and/or improved existing services, facilities, infrastructure and economic opportunities for targeted income households and CDBG areas. In addition, the assessment will have a balanced combination of infrastructure projects, business incentive programs and job educational services that could significantly benefit the local target groups.

5. Non-Homeless Special Needs Assessment

Non-homeless special needs refer to the needs of population subgroups that have been identified by HUD as more commonly in need of housing assistance than the general population. These groups include the elderly and frail elderly, persons with disabilities, persons with HIV/AIDS, persons with alcohol or drug addictions, victims of domestic violence and any unique subgroups within the City of El Monte. TRG will identify the nature and extent of the needs of these subpopulations, as well as strategies being implemented to address these needs.

6. Strategic Plan

Through the strategic plan, TRG will advise the Jurisdictions on where best to invest resources. This will include identifying key priorities and needs in a table, summarizing those priorities, setting clear objectives for each priority in the form of "accomplishments" and "outcomes" and explaining how funds will be allocated. The team will detail barriers to meeting the needs of underserved constituents and will detail the logic behind each priority assignment. The team will also include a Priority Homeless-Needs table and strategy that will address the high priority needs of the special needs population and a strategy to address those. In this plan, our team will describe specific goals and policies aimed toward reducing the number of families living in poverty and how these efforts will be carried out.

7. Action Plan

The Action Plan assembled by the TRG team will include a description of federal state and local resources available to help augment both housing and non-housing development strategies assembled to address priorities and needs. The plan will outline measures taken to prioritize needs and identify the distribution of assistance throughout the Jurisdictions. This inventory will also include an outline of measures being taken to address homelessness and the special needs constituency. These details will be included in efforts to increase affordable housing, decrease poverty and reduce the occurrence of and constituents living in residences with lead-based paint hazards. In addition, the Action Plan will detail program specific requirements for the American Recovery and Reinvestment Act's programs, CDBG programs and associated HUD programs.

8. Certifications

The TRG team will work closely with staff to ensure all required certifications are included.

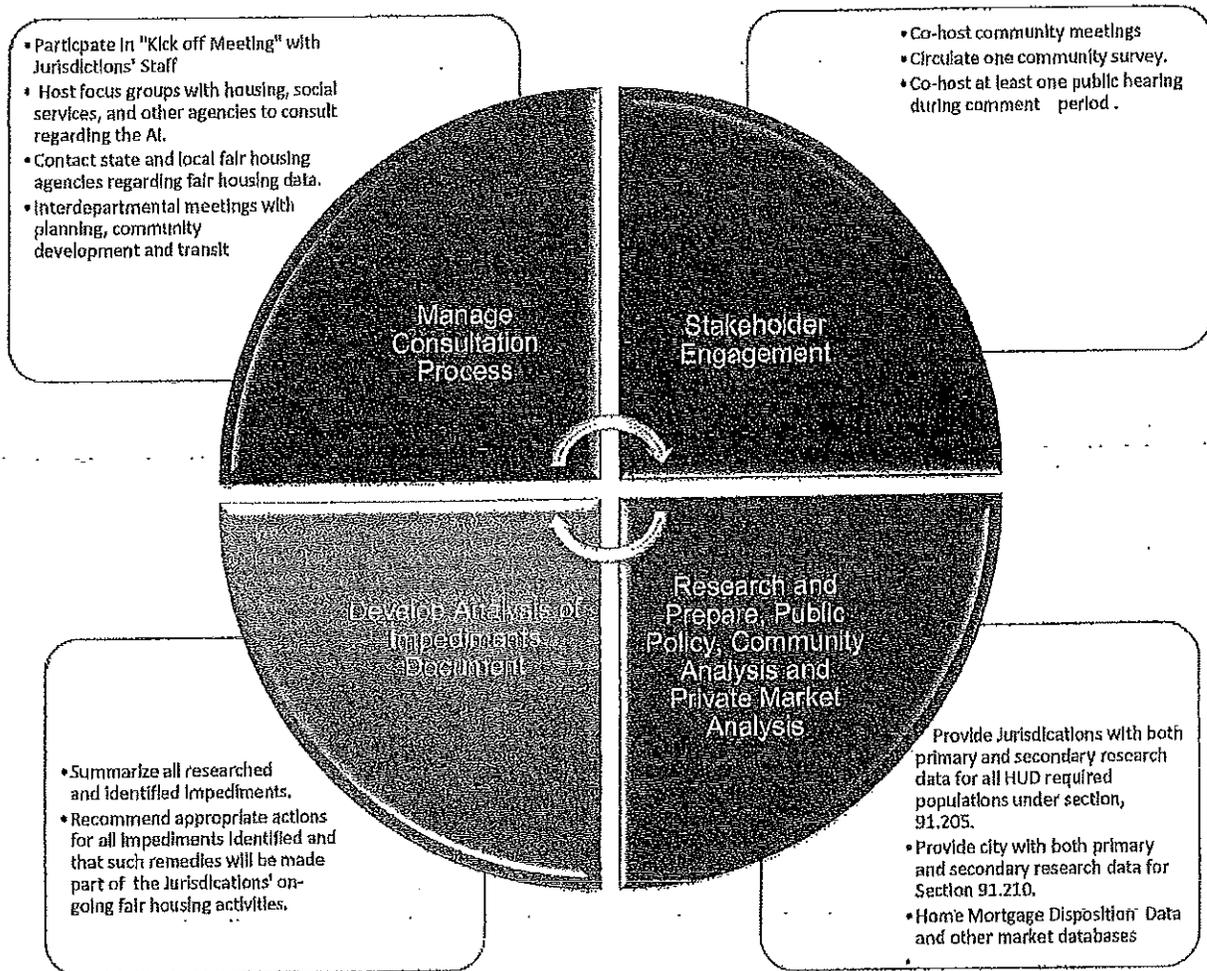
9. Monitoring

The CP/AP will detail the measures that will be taken to ensure plan programs are being executed correctly and in compliance with program requirements.

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Analysis of Impediments



TRG will institute a four-stage approach to complete the analysis. Each stage is cyclical and interdependent to ensure an analysis that adequately address and recommend resolution to Fair Housing issues. The first stage allows TRG to engage the City's staff responsible for implementing Fair Housing policies as well as principle stakeholders, both internally and externally. Stage two is designed to exceed HUD requirement for public participation. Community meetings, surveys and a Web-based system that provides and receives project information will be established. Stage three begins a broad and exhaustive review of all Public Policy and private practices that may affect, positive or negative, fair housing choice for residents. TRG will use the final stage to develop a comprehensive and HUD certifiable Analysis of Impediments to Fair Housing Choice. All stages will be adequately represented and relied on in finalizing the fair housing policy document.

Our Firm will assist the City of El Monte with preparing a written analysis of collected data to update the status of the private and public-sector impediments to Fair Housing. We will accomplish this by completing the following tasks:

Task 1: Consultation Process

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TRG will meet with the City of El Monte staff to refine scope of work and project deliverables. We will also work with the City of El Monte by hosting focus groups and interviews with internal and external departments and agencies. Meetings will include a presentation explaining the AI process and document retrieval of information relevant to organizations' experience/ issues with fair housing within the City of El Monte and recommendations relating to future fair housing policy.

Task 2: Review public policies and administrative actions that may inhibit or restrict fair housing choice.
TRG will review public policies that restrict housing and community development resources to areas of minority concentration or inhibit the employment of minority persons and individuals with disabilities. Review planning, financing, and administrative actions relating to public transportation and social services that may inhibit or constrain affordable housing opportunities for persons with disabilities.

Task 3: Review public transportation issues and their impact on fair housing choice.
TRG will provide information on how public transportation, or lack thereof, impacts low- to moderate-income tenants in their search for employment. Determine whether public transportation creates an impediment to fair housing choice, and if so, how.

Task 4: Review lending and insurance practices and policies for impediments to fair housing.
TRG will contact organization with HMDA data and other relevant information for the City of El Monte, prepare a written analysis based on collected data to determine the existence, if any, of discriminatory mortgage lending and mortgage insuring patterns, practices, and disclosures, which impede housing choice.

Based on the written analysis, our Firm will provide a list of optional actions which might be implemented by the City of El Monte or other organization to overcome the impediments, if any, to housing choice regarding lending and insurance practices.

Our Firm will contact mortgage lending and insuring institutions to determine the following: (1) whether lenders and insurers have policies, procedures, or monitoring practices for possible differential treatment of applicants for home mortgage loans, home insurance or home improvement loans; (2) whether lending personnel and private insuring staff are fully trained regarding federal fair housing law as well as institutional policies regarding federal fair housing law; (3) whether lending institutions aggressively market the availability of mortgage and home improvement loans in low-income and minority neighborhoods. Conclusion: summary to include highlights, findings, and recommendations.

Task 5: Review existence of group homes and supported living facilities.
TRG will contact public and private entities to obtain information, codes and ordinances regarding the maintaining of group homes and supported living facilities.

Our Firm will prepare a written analysis of collected data to determine the effects, if any, of building occupancy, health and safety codes as well as planning and zoning board decisions on housing choice for disabled individuals and housing providers. Based on the written analysis, our Firm will provide a list of optional actions which might be implemented by the City of El Monte and other organizations to overcome the impediments to housing choice, including Not in My Back Yard (NIMBY) attitudes, regarding group homes and supported living facilities.

Task 6: Review patterns of occupancy in public housing and Section 8 programs.
TRG will contact the Housing Authority and other organizations with relevant information on public housing and Section 8 programs.

Our Firm will assist the City with preparing a written analysis of collected data to determine the following: (1) the tenant application, selection, and assignment policies of publicly assisted housing providers; (2) patterns, if any, in publicly assisted housing developments regarding concentrations and exclusion of race, ethnicity, disability, and familial status; (3) whether policies of the local public housing authority are consistent with the requirements of

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federal, state, and local law as well as HUD regulations and guidelines; (4) whether a HUD assisted or HUD insured housing provider has been found in non-compliance with one or more civil rights laws or regulations and initiated corrective actions; (5) whether clear information concerning housing rights is disseminated to all participants of assisted housing programs.

TRG will prepare a list of optional actions which might be implemented by the Consortium; HUD assisted housing providers, and other organizations to overcome the impediments to fair housing, if any, regarding public housing and Section 8 programs.

Task 7: Review public sector policies, codes, ordinances and practices for general impediments to fair housing.

TRG will contact public and private entities to obtain information, codes, ordinances, existing studies, plans, and other policies that relate to fair housing, access to housing, or other housing problems to determine appropriateness and relevance of data for identifying impediments to fair housing choice.

Our Firm will also prepare a written analysis of local information, codes, ordinances, existing studies, plans, and policies to determine the efforts, if any, of policies that relate to fair housing, access to housing, or other housing problems to determine appropriateness and relevance of data for identifying impediments to housing choice.

Task 8: Prepare a draft and final Section 3 containing relevant data, analysis and conclusions regarding impediments to housing choice.

PUBLIC PARTICIPATION AND PUBLIC CONSULTATION PROGRAM

Our philosophy that the best planning and community development strategies are generated from the outside in. Unlike many of our competitors, we place equal emphasis on external evaluation – engaging the entire community in a planning process. This will occur through our hands-on approach – collecting public input at every step of the process, through interviews, and electronic mediums that provides access to information and an avenue for communication.

This process serves several purposes. First, it builds critical public buy-in to the project and its resulting strategy. Second, it will provide qualitative and quantitative information that will be used to sculpt the study and analysis. Finally, these sessions will be utilized to weigh community opinion on goals and objectives, vision and mission statement. Our public participation and public consultation program follow a three-prong approach:

- **One-to-One Interviews**

A list of relevant stakeholders will be identified during our initial meeting with City staff to serve as our roster for interviews. We will work with City Staff to identify which stakeholders should be personally interviewed. The list of interviewees can be expanded based on input received during the first round of interviews. The project team anticipates conducting up to 10 interviews in the course of the project.

- **Community Meetings**

As stated earlier, TRG will assist the Jurisdiction by hosting several charrette-style community meetings. Meetings will include a presentation provided to residents explaining the CP/AP process and a description of the utilization of HUD funding. TRG will also draft a summary of the citizen participation process detailing comments from the public as well as outreach conducted by TRG to increase public involvement in the development of the CP/AP.

- **Survey**

TRG will develop an online survey that will be posted on the project Web site. TRG utilizes a Web-based survey system that allows for time-efficient collection of surveys as they are completed online. The City may also choose to send out hard copies of the survey to its population (through the mail, the utility bill, or at public facilities) in order to boost participation.

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The survey opens the input process to all residents and service organizations and will allow us to expand the reach of both plans. For a City the size of El Monte, we expect to receive between 200 and 500 responses. The content of the survey will be customized based on the results of previous studies, our own preliminary research, and first meeting with City Staff. The survey will stay online for approximately eight weeks. The summary report will be included within the Appendix of both studies.

- **eParticipation**

Our eParticipation strategy is designed to cast a wider net, increase the overall participation and yield a more robust product using the following internet-based mediums:

GIS Online

A feature that staff, stakeholders, agencies, and citizens will have access to is our GIS mapping system. Users will have the ability to visit an area within their community and make real time comments and / or illustrations that are uploaded into our GIS database. This easy to use application allows for stakeholders to participate in the planning process when they want, and not be limited to community meetings or public hearings. See illustration below.

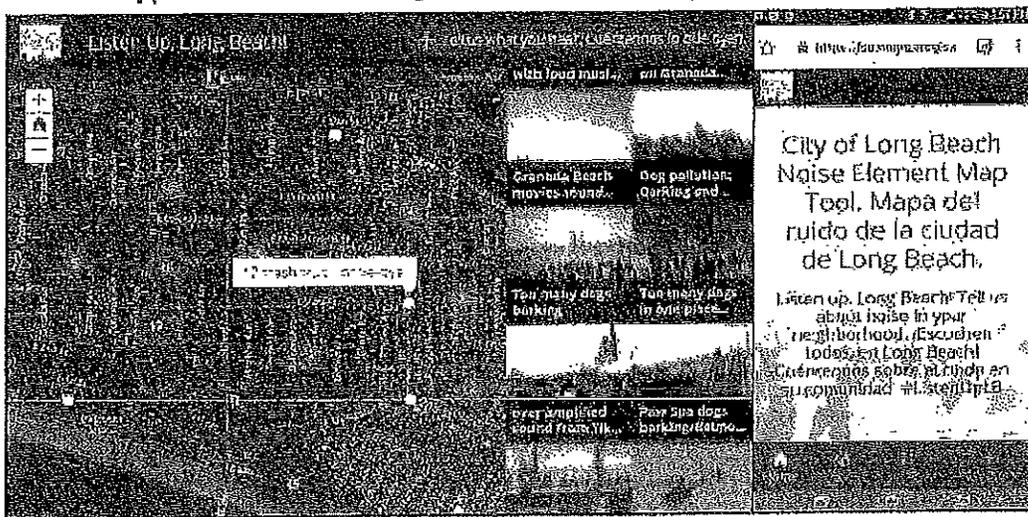


Illustration: GIS Online Sample Mapping System used in the City of Long beach

Social Media

Most jurisdictions the size of El Monte have thousands of social media followers. Therefore, using social media platforms is a great way to make citizens aware of the importance of the ConPlan and encourage participation in community meetings, online surveys and other ConPlan activities.

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Narrative		Owner	Days	Start	End	22-Jan	19-Feb	19-Apr	19-Jun
Consolidated Plan/Annual Action Plan and Analysis of Impediments		City of El Monte (COE / TRG)	115	22-Jan	14-May				
Stakeholder Engagement		TRG	30	22-Jan	19-Feb				
Meet with City staff to redefine timeline and project objectives. Exact date TBD by staff		TRG	7	22-Jan	27-Jan				
Focus groups with City departments and external stakeholders (i.e. economic and Community development, fair housing agencies, housing authorities, continuum of care, City agencies)		TRG		25-Jan	25-Jan				
Conduct public outreach surveys (online and hard copies)		TRG	30	20-Jan	19-Feb				
Jurisdictions/ Stakeholder Data Collection and Analysis for Con/ Plan and Analysis of Impediments (not all inclusive)		TRG	75	22-Jan	4-Apr				
Previous Consolidated Plan, Housing Element, AI, other City Housing Documents		TRG	75	22-Jan	4-Apr				
Social Services		TRG	75	22-Jan	4-Apr				
Fair Housing Services		TRG	75	22-Jan	4-Apr				
Health Services		TRG	75	22-Jan	4-Apr				
Homeless		TRG	75	22-Jan	4-Apr				
HOPWA		TRG	75	22-Jan	4-Apr				
PHA		TRG	75	22-Jan	4-Apr				
Lead-based Paint		TRG	75	22-Jan	4-Apr				
Health Services		TRG	75	22-Jan	4-Apr				
Conduct Stakeholder Survey		TRG	75	22-Jan	4-Apr				
Demographics		TRG	75	22-Jan	4-Apr				
Public Housing Authority		TRG	75	22-Jan	4-Apr				
Social Service/ Economic Data		TRG	75	22-Jan	4-Apr				
Access to Public Transportation		TRG	75	22-Jan	4-Apr				
Home Mortgage Data		TRG	75	22-Jan	4-Apr				
Special Needs Housing		TRG	75	22-Jan	4-Apr				
Lending and Insurance Data and Practice		TRG	75	22-Jan	4-Apr				
Community Meetings (number of meetings TBD by City)		TRG/ COE	27	30-Jan	26-Feb				
Community Meeting #1		TRG/ COE		30-Jan	30-Jan				
Community Meeting #2		TRG/ CoN		27-Feb	27-Feb				
Reports/ Presentation to Internal City Stakeholders and submission		TRG/ COE	71	3-Mar	13-May				
Final Draft of AI		TRG/ CoN		3-Mar	3-Mar				
Final Draft ConPlan / AAP		TRG/ CoN		10-Mar	10-Mar				
Final Draft ConPlan & AI		TRG/ CoN		1-Apr	1-Apr				
30 Day Public Review		TRG/ CoN	30	1-Apr	1-May				
Public Hearing and Council Approval of Consolidated Plan / Annual Action Plan and AI		TRG/ CoN		TBD					
Final Draft of ConPlan & Annual Action Plan and IDIS submission to HUD		TRG/ CoN		13-May	13-May				

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TAB 5: EXCEPTIONS TO THE REQUIREMENTS OF THE RFP SHOULD BE CLEARLY DELINEATED IN THIS SECTION.

Not Applicable

TAB 6: IN ADDITION, YOU ARE INVITED TO INCLUDE A MAXIMUM OF TWO (2) PAGES OF INFORMATION NOT INCLUDED, NOR REQUESTED IN THIS RFP, IF YOU FEEL IT MAY BE USEFUL AND APPLICABLE TO THIS PROJECT.

Not Applicable

TAB 7: REQUIRED FORMS REFERENCED ATTACHMENTS REFERENCED WITHIN THE RFP, INCLUDING ANY ADDENDA (IF ANY).

Not Applicable

TAB 8: ADDITIONAL CONSIDERATION: HOUSING CONDITION WINDSHIELD SURVEY PROPOSAL EXPERIENCE & QUALIFICATIONS OF THE FIRM & PERSONNEL, WORK PLAN AND SCHEDULE.

TRG does not have experience conducting windshield surveys. Therefore, we have decline to provide a proposal

**TAB 9: DETAILED COST OF SERVICES (SEPARATE SEALED ENVELOPE)
NOTE: INCLUDE FOR ADDITIONAL CONSIDERATION: A HOUSING CONDITION WINDSHIELD SURVEY COST BREAKDOWN. THE INFORMATION IN THIS SECTION WILL AID THE CITY IN THE REFINEMENT OF THE SCOPE OF WORK DURING CONTRACT NEGOTIATIONS.**

Cost of service is provided under sealed envelope.

TAB 9 COST OF SERVICE

WORK PRODUCT: Consolidated Plan/ Annual Action Plan

Tasks	Fee	Number of Hours	
Onsite Staff Meetings	\$85 an hour	20	
Design, Marketing, Distribution, and Collection of a Survey Instrument		20	
Analysis of Collected Surveys		20	
Statistical Data Collection and Analysis		15	
Prepare, Organize, Market, and Facilitate Two Community Meetings		50	
Data Collection and Analysis		50	
Consolidated and Citizen Participation Plans Preparation and Reproduction		32	
Preparation and Reproduction of Final Draft Con Plan		23	
Response to Changes		15	
Preparation, Reproduction of Final Document		15	
TOTAL HOURS			260

\$22,100

Cost is estimated at 260 hours @ \$85 an hour and includes all work to be undertaken for the above activities. TRG will cap its billed amount at this level. Out-of-pocket incidental costs, such as mailings, use of databases, telephone, printing, parking, are inclusive in price proposal. Additional cost will be expensed to The Ramsay Group. Invoices will be billed on a time and material basis.

Tasks	Fee	Number of Hours
Task 1: Consultation Process	\$40 hr. (reduced from \$85)	10
Task 2: Public Participation Process		20
Task 3: Create a Updated Community Profile		45
Task 4: Review public policies and administrative actions that may inhibit or restrict fair housing choice.		25
Task 5: Review public transportation issues and their impact on fair housing choice.		30
Task 6: Review lending and insurance practices and policies for impediments to fair housing.		40
Task 7: Review existence of group homes and supported living facilities.		30
Task 8: Review patterns of occupancy in public housing and Section 8 programs.		15
Task 9: Review public sector policies, codes, ordinances and practices for general impediments to fair housing.		20
Task 10: Prepare a draft and final AI containing relevant data, analysis and conclusions regarding impediments to housing choice.		30
Total		265

\$10,600

Cost is estimated at 265 hours @ \$40 an hour and includes all work to be undertaken for the above activities. Out-of-pocket incidental costs such as mailings, use of databases, telephone, printing, parking, and travel are inclusive in price proposal. Additional cost will be expensed to The Ramsay Group. Invoices will be billed on a time and material basis. Said hourly rate schedule is part of the quote for use in invoicing for progress payments and for extra work incurred that is not part of this RFP is included.

TOTAL FOR BOTH ASSIGNMENTS: \$32,700

**ATTACHMENT 2
REQUEST FOR PROPOSALS**



COMMUNITY DEVELOPMENT BLOCK GRANT
EMERGENCY SOLUTIONS GRANT and
HOME INVESTMENT PARTNERSHIP PROGRAMS

Request for Proposals
Five-Year Consolidated Plan, First-Year Action Plan, and
Analysis of Impediments to Fair Housing Choice

RFP GUIDELINES

Applications Available – December 4, 2019
Proposal Due Date – January 6, 2020 4:30 pm

City of El Monte
Housing Division
11333 Valley Boulevard,
City Hall West
El Monte, CA 91731

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REQUEST FOR PROPOSALS (RFP)

Professional Services

Development and Submittal of Five-Year Consolidated Plan, First-Year Action Plan, and Analysis of Impediments to Fair Housing Choice

INTRODUCTION:

The City of El Monte is requesting proposals from experienced community development consultant firms or individual consultants to assist the City's Housing Division in preparing (and submitting as required) its next 5-year Consolidated Plan (FY2020-2024) and the Annual Action Plan (FY2020-2021) pursuant to 24 CFR Part 91, per the IDIS Consolidated Plan Template, as necessary to receive a direct allocation of Community Development Block Grant (CDBG) Funds from the U.S. Department of Housing and Urban Development (HUD). The City's Analysis of Impediments to Fair Housing Choice, the City's Citizen Participation Plan, and/or Policies and Procedures documents will need to be reviewed and updated if necessary.

BACKGROUND:

The City is currently in its final year of the current 5-year Consolidated Plan Period (FY15-19). During the previous 5-Year Consolidated Plan period, the City funded multiple public service organizations, various infrastructure projects, one (1) –Family Veterans Housing project, Homeowner Rehabilitation Program, and Administration activities. The City will be taking a fresh look at the community's current needs and determining the direction in which to head with use of the funds.

The City of El Monte is located in the County of Los Angeles, with a population of over 116,000. The City's median household income is approximately \$43,504. Many existing neighborhoods (Census Tracts), however, are identified as being of lower income with a diverse population and are designated as disadvantaged per the Department of Housing and Urban Development (HUD).

Consolidated Plan: The 5-Year Consolidated Plan and Action Plan will address long/short range plans to identify, including but not limited to, goals and objectives, gaps in services, areas of need, resources, housing, homelessness, improved collaboration/public input process, programs/projects, and other areas as may be identified to assist the City in implementing the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG) and HOME Investment Partnerships (HOME) Programs. The awarded consultant shall also assist to define and undertake the community/stakeholder participation process. The selected consultant will perform professional services under the supervision of the Community and Economic Development Department - Housing Division.

The ConPlan will cover the five-year period from July 1, 2020 through June 30, 2025. The

ConPlan also includes FY 2021 Annual Action Plan, and an Analysis of Impediments to Fair Housing.

Analysis of Impediments to Fair Housing: The U.S. Department of Housing and Urban Development (HUD)'s Affirmatively Furthering Fair Housing (AFFH) Rule aims to provide all HUD grantees with clear guidelines and data that will help set goals to reduce barriers to fair housing. As of January 2018, HUD rescinded its mandate that all Participating Jurisdictions (PJ) receiving federal funds prepare an Assessment of Fair Housing (AFH). HUD has thus reverted to the requirement of the Analysis of Impediments (AI) to address fair housing barriers and goals for all PJs. The City of El Monte is a Participating Jurisdiction (PJ). The AI is a document that will be produced, as a component of the ConPlan which must satisfy the requirements of the Housing and Community Development Act of 1974, as amended. This act requires that each jurisdiction receiving CDBG and HOME funded, "plan and take actions", to overcome the effects of any impediments to fair housing. Impediments are identified through an analysis, and includes actions. The AI produced by the consultant must meet all requirements for such documents provided by HUD, including the Fair Housing Planning Guide, Volumes 1 and 2.

This effort is funded by the United States Department of Housing and Urban Development (HUD), specifically utilizing CDBG and HOME funding. The target start date and target term for the proposed services is January 2020 through June 2020. **The ConPlan must be submitted to HUD BEFORE May 15, 2020. In order to meet this mandated deadline** it requires data collection, community meetings, including input and approval by the City Council in its development prior to submittal to HUD for their review and final approval. Extension for services may be necessary if the AI or ConPlan is not approved by HUD, or requires further clarifications, revisions and/or amendments.

DELIVERABLES/SCOPE OF WORK:

The Consultant selected will **prepare the ConPlan and AI** pursuant to all current federal laws, regulations, and guidelines and must be fully compliant with the requirements of the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended.

The required work is outlined, but not limited to documents entitled, "Guidelines for Preparing a Consolidated Plan Submission for Local Jurisdictions." Guidelines for preparing a Consolidated Plan may be found on the HUD website at:

- <https://www.hudexchange.info/programs/consolidated-plan/consolidated-plan-process-grant-programs-and-related-hud-programs>; and,
- <https://www.hudexchange.info/programs/consolidated-plan/>; and,
- https://www.hudexchange.info/resources/documents/24CFRPart91_11.21.1_1.pdf; and,
- <https://www.hud.gov/sites/documents/FHPG.PDF>; and,
- <https://www.hudexchange.info/programs/affh/>

The Consultant selected will review and tabulate data and information supplied by the City, HUD, the U.S. Census Bureau, sub-grantees, other applicable resources and input from citizens to complete the required ConPlan components per the HUD regulations.

A consultant will be selected to prepare and assist with the submittal in the format/form as may be required by HUD. All of the following strategic planning documents required to receive a direct allocation of CDBG, ESG and HOME funds:

- 5 Year Consolidated Plan, and an 1st Year Annual Action Plan
- Update of the Citizen Participation Plan as needed.
- Update, as needed, the Analysis of Impediments to Fair Housing Choices previously prepared in 2017.
- Update of the Housing Divisions Policies and Procedures may be required.

Consolidated Plan, Action Plan and Citizen Participation Plan

The scope of work to be performed by the consultant for each plan is as follows:

- Develop 5-Year plan for the program year beginning 2020-2024 and the required Annual Action Plan for the 2020-2021 program year in accordance with HUD requirements.
- Prepare a Consolidated Plan in accordance with Chapter 24 of the Code of Federal Regulations (CFR) Part 91, and which addresses 25 CFR Part 570 and other applicable federal regulations and current requirements.
- Perform relevant consultations and data collection to complete the required HUD tables and the analysis of housing and non-housing needs.
- Prepare an Executive Summary for the Consolidated Plan and Action Plan.
- Preparation of a multilingual Community questionnaire that would be posted on the City's website and mailed out with utility bills.
- Assist City staff to assess the existing community need as necessary to develop new strategies, goals, and priorities.
- Assist City staff with development of new strategies, objectives, priorities, and programs for inclusion in the Consolidation Plan and Action Plan.
- Develop and incorporate a performance measure component as required by HUD regulations.

- Attend a minimum of two (2) City Council Meetings, attend three (3) community meetings, organize one (1) meeting with the San Gabriel Valley Consortium
- Attendance of public hearings, study sessions, and other meetings conducted with the City Council and other City Commissions as needed. These may include joint study sessions with the El Monte City Council and Planning Commissioners, and members of the Continuum of Care.
- Prepare draft multi-lingual public hearing notices and other public notices as may be applicable.
- Conduct consultations with private agencies, public agencies and community groups as required.
- Assist City staff with the review of the current Citizen Participation Plan to determine whether any changes are needed in order to meet HUD's current requirements.
- Provide a resource binder to include, at a minimum, a list of data sources, copy of data collected, consultations, records, and other supporting documentations used to develop the Consolidated Plan, Annual Action Plan, Citizen Participation Plan, and Policies and Procedures.

The Consultant selected will be required to work with the HUD format as noted herein, but also be able to provide a less technical format or approach when engaging in the citizen participation process. See 24 CFR 570.200 and 24 CFR Part 91.

The required ConPlan must follow any and all amendments and updates, such as utilizing the HUD's Office of Community Planning and Development (CPD) eCon Planning Suite, including the Consolidated Plan template in IDIS Online and the CPD Maps website. The eCon Planning Suite is designed to support grantees and the public to assess their needs and make strategic investment decisions by providing better data and tools and by creating a seamless planning and grants management framework. Overview information is available at <https://www.hudexchange.info/programs/consolidated-plan/>

The ConPlan includes seven sections: The ConPlan includes, but is not limited to:

- 1.1. Consultation
- 1.2. Updated Citizen Participation Plan and Process
- 1.3. General: A complete Consolidated Plan consists of information required in 24 CFR 91.200 through 24 CFR 91.230
- 1.4. Housing and Homeless Needs Assessment 24 CFR 91.205

- 1.5. Housing Market Analysis; 24 CFR 91.210
 - 1.5.1. Socioeconomic Trends
 - 1.5.2. Housing Trends
 - 1.5.3. Supply
 - 1.5.4. Condition of Housing
 - 1.5.5. Cost of Housing
 - 1.5.6. Lead-Based Paint Needs
 - 1.5.7. Any other topic relevant to housing market analysis
- 1.6. Five-Year Strategic Plan 24 CFR 91.215
 - 1.6.1. Strategies and priority needs and objectives;
 - 1.6.1.1. Area-targeted Implementation Plan (if applicable)
 - 1.6.2. Community Development Needs Assessment
 - 1.6.3. Neighborhood Revitalization
 - 1.6.4. Job Training & Creation
 - 1.6.5. Public Service, Health, Youth Needs, Senior, Homelessness
 - 1.6.6. ADA Accessibility
 - 1.6.7. Affordable Housing
 - 1.6.8. Public Housing
 - 1.6.9. Homelessness, including needs, facilities, and services
 - 1.6.10. Non-Housing Community Development Plan
 - 1.6.11. Lead Pain Hazard Reduction Strategy
 - 1.6.12. Anti-poverty strategy
 - 1.6.13. Institutional structure
 - 1.6.14. Coordination
 - 1.6.15. Broadband and Resiliency Requirements are now required for all consolidated plans submitted on or after January 1, 2018.
 - 1.6.15.1. Annual Action Plans are not impacted.
 - 1.6.15.2. As per HUD Grantees (City of El Monte) submitting new Consolidated Plan must consult and encourage participation in the development of the Consolidated Plan with four additional stakeholder categories.
 - 1.6.15.3. For broadband: public and private organizations, including broadband internet service providers, and organizations engaged in narrowing the digital divide.
 - 1.6.15.4. For resilience: agencies whose primary responsibilities include the management of flood prone areas, public land, or water resources, and emergency management agencies.
 - 1.6.15.5. The City must also include a description of broadband needs and vulnerability to natural hazard risks in its housing market analysis.
- 1.7. Action Plan: 24 CFR 91.220
 - 1.7.1. The Action Plan serves as the planning document for addressing overall community development and housing needs, utilizing the entitlement of CDBG and HOME funding available to the City for the 2020/2021 year. Projects selected to receive this funding will be included in the Annual Action Plan.
- 1.8. Certifications; and

1.9. Monitoring

1.9.1. Public and Assisted Housing Needs, Special Population Needs.

2. **Consultant Presentations:** Citizens Participation Plan and Public Participation Component for Development of the CPD are required.

- 2.1. Consultant shall review and update the City's list of identified potential groups to consult with including, but not limited to community leader, representatives and advocates from a cross-section of the community including community-based organizations, service providers for the homeless and disabled, public housing residents, businesses, economic development interests, City, and other governmental departments and other entities as required by HUD ConPlan 24 CFR 91.
- 2.2. Forums: Consultant shall facilitate at least two (2) forums in the endeavor of gathering information (i.e. soliciting input on housing and community development needs) which meets HUD's requirements.
- 2.3. Survey(s): The Consultant will create and distribute a survey to identify and prioritize the community's housing and non-housing needs for the next five (5) years.
 - 2.3.1. The survey will include dissemination to public housing sites, non-profit agencies, housing and service providers, local businesses, lenders, realtors, school district, health industry, homeless advocates and other agencies as required by HUD regulations.
 - 2.3.2. The survey will include the residents attending the community forum meetings.
 - 2.3.3. Additional notation- The City will post the survey(s) on the City's web site in addition to the methods used by the consultant. Methods shall be addressed in the proposal submission.
 - 2.3.4. The consultant will also be responsible for the following tasks involved – assessing and analyzing the survey results and including them in the Consolidated Plan sections as required, including tables or matrices:
 - 2.3.4.1. The consultant shall include narratives in the Consolidated Plan's need assessment sections describing the survey results.
- 2.4. Presentations: Presentations are required at community and public meetings and moderation of discussions: This will include:
 - 2.4.1. Minimum of two (2) evening and one (1) day neighborhood community meetings
 - 2.4.2. Minimum of two (2) Council meetings (identifying needs; and draft/final approval of the ConPlan)
 - 2.4.3. Minimum of five (5) interviews with community stakeholders to be determined with the City Staff and Consultant, but at a minimum should include representatives from City departments utilizing CDBG funds.
- 2.5. The Consultant will be responsible for preparing agendas, handouts, surveys, and other presentation materials as appropriate as well as maintain notes and results of each public meeting.

3. Additional Responsibilities:

3.1. The Consultant will collaborate with the City's Community and Economic Development - Housing Division to complete a HUD approved Consolidated Plan and AI

4. **Project Milestones:** a timeline for project milestones including proposed community meetings, surveys, and stakeholder interviews is required- continuing through to HUD approval of the Plans.

5. **Draft & Final Product:** Consultant will produce thorough and complete documents that consolidate all elements in a format and organizational structure that meets all federal regulations, guidelines and notifications for submittal to HUD. Including:

5.1. Developing a Housing Condition Survey as a requirement for the ConPlan & under separate cover in Draft and final form for review by Planning, Code Enforcement and Community and Economic Development-Housing

5.2. Developing and preparing the ConPlan in draft form as well as final form for the City to submit electronically to HUD in the eCon Planning Suite after City review and authorization; and

5.3. Preparing maps, tables, charts, illustrations, and photographs to include in the ConPlan

5.4. The draft and final ConPlan must also be in a Word Document that is easily readable by the public as it is understood that the eCon Planning Suite version, while meeting HUD submission requirements, is not the best document to display or print for public review.

5.5. Submitting the final form ConPlan to the City for submission to HUD.

5.6. Consultant shall provide all documentation of information gathered for the ConPlan, including word version, excel, table, etc., and the methodology used, a list of individuals and groups participating in the development of the ConPlan, and a record of outreach consultation/input activities conducted, and comments received.

5.7. Consultant shall provide One (1) loose and one (1) bound hard copy of the final ConPlan report and one (1) digital copy.

5.8. Consultant shall also assist in making any revisions required by HUD after submission of the ConPlan and/or AI; and

5.9. Troubleshooting with City Staff, and if applicable, with HUD relative to using IDIS/eCon Planning Suite software.

6. **Estimated Length of Agreement:** The anticipated duration of the agreement will be for approximately seven (6) months, with the term to begin tentatively January 2020 and end June 2020, however these dates are subject to change.

Analysis of Impediments (update):

The scope of work to be performed by the consultant is as follows:

- Update the previous 2015-2019 Analysis of Impediments (AI) for 2020-2024 to Fair

Housing Choice pursuant to current HUD and other Federal regulations.

- Identify impediments and recommend remedies to overcome impediments to fair housing choices.
- Conduct consultations with private agencies, public agencies, and community groups as needed.
- Make one presentation to the City of El Monte City Council, as may be needed.
- Provide copy of the approved final document; a copy on CD diskette shall be provided with the final document in Microsoft Office Word format.
- Prepare draft public hearing notices and other public notices as may be applicable.
- Provide a resource binder to include, at a minimum, a list of data sources, backup of data collected, consultation records, correspondence, and other supporting documentation used in developing the AI.

The AI must focus on issues related to equal opportunity and affirmatively further fair housing under the Federal Fair Housing Act and other Civil Rights-Related Program Requirements. Consultants are asked to describe the tasks required to successfully carry out the Scope of Work listed below. Consultants may include additional services that the Consultant is capable of providing and which, in the Consultant's opinion, would enhance the implementation of the Scope of Work.

In preparing the updated AI, the following tasks are expected to be completed as part of the Scope of Work, and at minimum, include the following:

1. The Consultants shall use current rules and guidelines in preparing the AI. This includes, but not limited to the following elements:
2. **Research:** The Consultant will research and analyze data to identify possible impediments for fair housing, including but not limited to;
 - 2.1. An examination of pertinent data including demographic, income, employment, and housing data as well as studies that have been conducted that relate to fair housing.
 - 2.2. A review of prior and current activities that promote fair housing, NOTE: The City has a contract with Fair Housing Council of Central California. Either data provided through testing or coordination of testing shall be part of this AI
 - 2.3. An examination of fair market issues that relate to the sale or rental of housing, the provision of brokerage services, mortgage lending, insurance sales and underwriting, property appraisal and property management.
 - 2.4. An evaluation of public and Private Sector policies and practices which affect the provision of fair housing including, but not limited to; public services, state and local

laws, ordinances and regulations, planning and zoning laws and decisions, land use regulations, community development funding policies and practices in areas of low and high opportunity, procedures and practices of the local public housing authority and property tax policies including, but not limited to tax exemptions.

3. Public Presentation:

- 3.1. Consultant shall identify the potential groups needed to participate and also take lead on at least two (2) community meetings in the endeavor of gathering information. Must meet HUD's public participation/meeting requirements
- 3.2. Consultant will present the draft Analysis of Impediments to the public for comment and to the governing entity for comment and approval, with applicable graphics, maps, and photographs. The Consultant will be responsible for preparing agendas, handouts, and other presentation materials as appropriate as well as maintain notes and results of each public meeting.

4. Recommendations: Consultant will make recommendations to remedy any fair housing impediments identified;

- 4.1. Identification of impediments to fair housing listed in order of priority with proposed methods of corrective actions to address identified elements.
- 4.2. Developing an action plan for implementation of any programs or policy changes required as a result of the identification of impediments to fair housing.

5. Draft & Final Product: Consultant will produce thorough and complete documents that consolidate all elements in a format and organizational structure that meets all federal regulations, guidelines and notifications for submittal to HUD. Including:

- 5.1. Developing and preparing the AI in draft and final form following HUD requirements; and,
- 5.2. Consultant will provide a draft of the AI report in progress for review and comment by City prior to submission of final document and prior to various deadlines.
- 5.3. Consultant shall provide all documentation of information gathered for the AI, methodology used, a list of individuals and groups participating in the development of the AI, and a record of outreach consultation/input activities conducted, and comments received.
- 5.4. Consultant shall provide two (2) bound hard copies of the final AI report and one (1) digital copy on an acceptable device used with the City's system.

6. Introduction and Executive Summary: Consultant will summarize their recommendations of the Analysis of Impediments into a reader-friendly executive summary, using graphs, tables, pictures and charts.

7. Additional Responsibilities:

- 7.1. The Consultant will collaborate with the City's Community and Economic Development-Housing Division to complete a HUD acceptable Analysis of Impediments to Fair Housing Choice (AI).

City Assistance: this RFP is written with the expectation that the Consultant understands that the Consultant will need to produce a significant amount of updated demographic data and other Information required to complete the Consolidated Plan/Annual Action Plan, and possible updates to the Citizen Participation Plan, Analysis of Impediments, and an updated policies and procedures. City staff may assist Consultant as is practically possible and will share available information.

PROPOSAL CONTENT:

The following information should be provided in the Proposal:

Summarize your approach and understanding of the project and any special considerations of which the City of El Monte should be aware. Indicate clearly, the levels of participation you will expect from City of El Monte staff in the fulfillment of the contract. The contents of this section shall be determined by the proposer, but should demonstrate an understanding of the special characteristics of the project.

This section shall outline the proposed approach to the project. This approach or scope of work shall be in Tabs, consisting of:

- **Tab 1: COVER/SUMMARY**
 - Cover Letter/Executive Summary – include highlights of the proposal, sign by an individual(s) with the authority to enter into any contract, which results from this RFP; Include a Table of Contents- all pages are to be numbered.

- **Tab 2: EXPERIENCE & QUALIFICATIONS OF FIRM:**
 - Company name, address, main telephone, fax numbers, company’s history and mission statement; The history of the organization includes: any former name(s) of Offeror, number of years of operation and number of years Offeror has been involved in producing ConPlan and AI research documents and or comparable documents.
 - The Proposer must include a description of any MBE, WBE, DBE or other certifications Offerors may have, including Section 3 Business.

- **Tab 3: EXPERIENCE & QUALIFICATIONS OF PERSONNEL:**
 - Include the Name, title, address, telephone number, and resume of the Offeror’s project manager and team members. It must include a commitment concerning the availability of the project manager and identified team members. Credentials are subject to verification.

- **Tab 4: WORK PLAN & SCHEDULE:**
 - Present- in detail- action steps (task(s)), including approach and services to be provided consistent with the Scope of Work provided in the RFP.
 - Proposed time schedule for the Consolidated Plan, updates to the AI, and

review of the City's existing Plans, including target dates for public participation (Includes Forum, survey, meeting schedules).

- **Tab 5:** Exceptions to the requirements of the RFP should be clearly delineated in this section.
- **Tab 6:** In addition, you are invited to include a maximum of two (2) pages of information not included, nor requested in this RFP, if you feel it may be useful and applicable to this project.
- **Tab 7:** Required forms referenced Attachments referenced within the RFP, including any Addenda (if any).
- **Tab 8:** ADDITIONAL CONSIDERATION: Housing Condition Windshield Survey Proposal
 - Experience & Qualifications of the firm & personnel, work plan and schedule.
- **Tab 9:** Detailed Cost of Services (SEPARATE SEALED ENVELOPE)
 - Note: Include for Additional Consideration: A Housing Condition Windshield Survey cost breakdown.

The information in this section will aid the City in the refinement of the scope of work during contract negotiations.

STAFF QUALIFICATIONS AND RELATED EXPERIENCE

The City is especially interested in your firm's familiarity and prior/current experience (recent) with Housing and Urban Development (HUD) Analysis of Impediments rulebook and requirements, housing issues, CDBG, ESG & HOME Rules and Regulations as it relates to AI and ConPlan development and its processes. Qualifications and Preferences included but is not limited to analyzing Fair Housing Data, Needs Assessment, Market Survey's, preparing maps and tables; ability to develop AI & ConPlan's, availability and commitment to attend all required meetings and meet all deadlines, proficiency in using a computer with Microsoft Word, Excel, Adobe Acrobat/Reader, Internet browser, email, and other database software; creating and collecting data on survey's. This may also include qualifications and experience in conducting/preparing windshield housing condition surveys.

Proposer (Offeror) Qualifications and Experience, including Staff

This section should demonstrate the qualifications of all professional personnel to be assigned to this project by providing:

- Number of years in the business of providing consultant services related to fair housing analysis and ConPlan's completed and ultimately approved by HUD within the last four (4) years.

- Resumes/experience summaries describing their education, credentials, related experience,
- Staff's proposed roles for this contract.

If your firm intends to subcontract any of the services required under this RFP it should be discussed in this section. Detailed information for each subcontractor must be provided. Consultant must also provide proof that subcontractor(s) is licensed, insured, etc. Note: No work may be subcontracted, nor assigned, without prior written approval of the City of El Monte.

Related Experience and References

Include descriptive information concerning the experience of the firm. Include information about previous projects (preferably ConPlan and AI's) or projects that might be comparable, including the size and type of projects and the scope of services provided. Provide the following information:

- References for at least three (3) most comparable projects for which your firm has provided, or currently is providing, similar services.
- List the projects in reverse chronological order and provide the following information for each project: Indicate for each of these projects:
 - ✓ Name of the agency/company name, address.
 - ✓ Name of contact person and telephone number (contact person, who, at the time of RFP submittal, will be employed by the owner).
 - ✓ Type or name of project/plan.
 - ✓ Brief description (AI, ConPlan).
 - ✓ Include experience conducting similar housing condition (windshield) survey, including ability to evaluate housing repair needs.
 - ✓ Your firm's specific involvement (i.e., consultant, sub-consultant, etc.).
- Status of completion.

PROPOSED FEE STRUCTURE AND SCHEDULE (UNDER SEPARATE SEALED COVER).

The Proposed Fee Structure and Schedule shall be provided under separate, sealed cover as a part of the RFP submittal.

Provide proposed fees and cost information and recommend a budget plan for all services to be provided in the following format:

- Proposers should review the requirements of this RFP and address all services in this fee schedule that might reasonably be expected to support the project. Indicate how the City will be invoiced for services, i.e., by task completed. This information should be detailed

and broken down by type of service and units of work or other applicable measure. Proposers should endeavor to provide a comprehensive, fee schedule, as the City will not include compensation in the contract for items not addressed.

- Include a total cost to provide services, based on the consultant’s fee schedule and the scope of work as outlined in this RFP. This cost will be used as a basis for negotiations.
- The fee proposal submitted under separate, sealed cover, along with the proposed project approach, will be used as a basis for any contract negotiations. The actual scope of services and fees included in the contract may be negotiated and may vary to satisfy the City’s actual needs.

CONFLICT OF INTEREST

- Disclose any financial, business or other relationship with the City or any member of the City staff that may have an impact on the outcome of the project.
- List current clients who may have a financial interest in the outcome of the project.
- Time is of the essence, and the consultant must be able to adhere to a timeline that will meet the City’s deadline to submit the required documents to HUD in April 2020—but no less than 45 days prior to start of City’s Fiscal Year, July 1, 2020. The Consultant will be required to identify the exact submittal date, submit a progress/milestone deadlines—per the Project’s Scope of Work—and coordinate its submittal to HUD with City Staff.

Note: Regular Meetings of the City Council are held the first and third Tuesday’s of each month. The Consultant should be prepared to adhere to this schedule, while meeting HUD’s public review/comment period of the draft Consolidated Plan/Annual Action Plan and public hearing requirements.

TENTATIVE SCHEDULE:

- RFP Issued: Wednesday December 4, 2019
- Proposal Due Date: Monday, January 6, 2020
- Interviews: Week of January 13-16, 2020
- Award of Contract: January 21, 2020 (City Council)
- Project Start Date: January 22, 2020
- Project Completion: Submittal of Documents to HUD no later than May 15, 2020 (mandatory)

DOCUMENT SUBMITTALS:

1. To be considered, please submit one (1) color original proposal, two (2) black and

white copies, and one (1) electronic/digital copy of the proposal in Microsoft Office Word or as a PDF.

2. All proposals must be received at the address below, no later than:

Monday, January 6, 2020
*****no later than 4:30p.m.*****

All copies received by that date/time will be date and time stamped. Proposals received after the due date/time will not be considered.

3. Proposals must be addressed to:

City of El Monte
11333 Valley Blvd.
City Hall West
El Monte, CA
91731

Attn: Carol Averell, Housing Manager

Faxed or e-mailed proposals will not be accepted. Hand-carried proposals will be accepted before the response due date/time at the address above during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Thursday.

4. Questions/clarification of this bid document should be addressed in writing to the Housing Division (626)258-8616, or email to caverell@elmonteca.org Questions may be asked at any time prior to, but no later than Thursday, January 2, 2020.

EVALUATION CRITERIA

The City will consider all proposals and award a contract to the Consultant that provides the best overall value for the City of El Monte. Accordingly, the City may use any of the following evaluation criteria to select a Consultant:

1. Experience with fully preparing and submitting successful Consolidated Plan and other required documents
2. Relevant qualifications of personnel
3. Information obtained via reference checks and from other sources regarding a firm's experience and reputation
4. Familiarity with applicable local, state, and federal laws

5. Knowledge of, or ability to acquire knowledge of, local issues and interested parties in El Monte and the Los Angeles region
6. Approach to public outreach
7. Approach to overall preparation of the required documents as required by HUD
8. Proposed schedule/timeline and ability to meet City and HUD deadlines (mandatory)
9. Overall responsiveness to this RFP and ability to satisfy HUD's submittal deadlines and requirements.

A materially incomplete or non-responsive proposal will be rejected.

Please note that the ability of the Consultant team to satisfactorily complete the overall project within the anticipated completion schedule will be considered in the selection process. Cost, while not determinative, may be considered in the selection process.

SELECTION PROCEDURE:

A proposal evaluation committee comprised of City staff will review each proposal. The most qualified Consultant Firm/s may be invited to participate in an interview with City staff, between the dates of January 13-16, 2020, to review qualifications and expectations prior to selection. Final selection is anticipated to be made in prior to January 21, 2020.

CITY PROCESS:

1. General Conditions: The City reserves the right to cancel or reject all, or a portion or portions, of the request for proposals without notice. Further, the City makes no representations that any agreement will be awarded to any organization submitting a proposal. The City reserves the right to reject any and all proposals submitted in response to this request or any addenda thereto.

The City also reserves the right to reject any sub-consultant or individual working on a Consultant team and to replace the sub-consultant or individual with a mutually-acceptable replacement. Any changes to the proposal requirements will be made by written addendum.

2. Liability of Costs and Responsibility: The City shall not be liable for any costs incurred in response to this request for proposals. All costs shall be borne by the person or organization responding to the request. The person or organization responding to the request shall hold the City harmless from any and all liability, claim, or expense whatsoever incurred by or on behalf of that person or organization.

All submitted material becomes the property of the City of El Monte.

The selected Consultant shall be required to assume responsibility for all services offered in the proposal whether or not they process them within their organization. The selected Consultant will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

3. **Validity:** The Consultant agree to be bound by its proposal commencing January 21, 2020, during which time the City may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only the portion so amended or clarified.
4. **Standard Agreement:** It will be assumed that the selected Consultant is willing and able to enter into a Professional Services Agreement, which will not be executed by the City without the agreement first being signed by the Consultant. The Consultant will be responsible for adhering to, and complying with, requirements of the RFP.
5. **Permits and Licenses:** Consultant, and all of Consultant's sub-consultants, at its and/or their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates, and licenses, including but not limited to, a City Business License and Liability Insurance (as will be further specified in the Professional Services Agreement), which will be required in connection with the performance of services hereunder.
6. **Oral and Written Explanations:** The City will not be bound by oral explanations or instructions given at any time during the review process or after the award. Oral explanations given during the review process and after award become binding when confirmed in writing by an authorized City official.

NOTES:

1. A PDF copy of this RFP can be found on the City of El Monte website at: www.cityofelmonte.gov
2. The City of El Monte Current 5-Year Consolidated Plan can be found on the City of El Monte website at: <http://www.ci.el-monte.ca.us/DocumentCenter/View/242/2015-2019-Consolidated-Plan-and-Fiscal-Year-2015-Annual-Action-Plan-PDF?bidId=>
3. Other relevant information or documents may also be available upon request by calling Carol Averell, Housing Manager, at (626) 258-8616.

SAMPLE PROFESSIONAL SERVICES AGREEMENT



2019

PROFESSIONAL SERVICES AGREEMENT

(Engagement: INSERT ENGAGEMENT)

(Parties: INSERT CONSULTANT NAME and City of El Monte)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2019 (hereinafter, the "Effective Date") by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and INSERT CONSULTANT NAME, (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 the following professional consulting services: INSERT SHORT DESCRIPTION OF THE SERVICES REQUESTED AND THE PURPOSE FOR REQUESTING SUCH SERVICES;

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

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

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

I.

ENGAGEMENT TERMS

1.1 SCOPE OF WORK:

- A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain proposal of CONSULTANT entitled "INSERT TITLE OF PROPOSAL" dated INSERT DATE OF PROPOSAL (hereinafter, the "Consultant's Proposal") which is attached and incorporated hereto as **Exhibit "A"** and page _____ of the CITY's request for proposals entitled _____ (hereinafter, the "Baseline Scope of Work") which is attached and incorporated hereto as **Exhibit "B"**. For purposes of this Agreement the term "Scope of Work" shall be a collective

reference to the Consultant's Proposal and the Baseline Scope of Work. Except as otherwise excepted in this Agreement, in the event of any conflict or inconsistency between the provisions of the Consultant's Proposal and the provision of the Baseline Scope of Work, the provisions of the Baseline Scope of Work shall govern and control but only to the extent of the conflict or inconsistency and no further. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

- B. CONSULTANT shall not commence any Work until CITY issues a Notice to Proceed. Once the Notice to Proceed has been issued, CONSULTANT shall only perform Work in accordance with the written authorization requirements established in Section 1.3, below.

1.2 PROSECUTION OF WORK:

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a Notice to Proceed. CONSULTANT shall complete the various tasks identified in the Scope of Work within the timeframes set forth in the Scope of Work. **CONSULTANT shall complete all tangible work product contemplated under this Agreement to the reasonable satisfaction of the City by or before April 30, 2019 ("Work Product Completion Date"). CONSULTANT shall complete all other consulting and coordination duties and responsibilities contemplated under this Agreement when the reports and other work product contemplated under this Agreement is submitted to the Department of Housing and Urban Development. ("Project Completion Date").** CITY reserves the right, but does not assume the obligation, to grant additional time to CONSULTANT provided that CONSULTANT submits a written request for additional time at least fifteen (15) calendar days prior to the Work Product Completion Date or the Project Completion Date. Requests for additional time must state (i) the amount of additional time reasonably required to complete the Project; (ii) the reason or other factors that have created the need for additional time is required; (iii) whether the request for additional time will cause CONSULTANT's total compensation to exceed the Not-to-Exceed Sum and by how much; and (iv) what steps CONSULTANT has taken to mitigate the need for additional time.
- B. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no

manner interfere with the work of CITY, its employees or other consultants, contractors or agents;

- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.3 COMPENSATION: CONSULTANT shall perform the Work in accordance with the schedule of compensation set forth on page ____ of _____ under the heading _____ (hereinafter, the "Approved Compensation Schedule"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the total budgeted aggregate sum of **INSERT WRITTEN AMOUNT (\$ INSERT NUMBER)** (hereinafter, the "Not-to-Exceed Sum") during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

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

1.5 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will

have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

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

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVE: The CITY hereby designates INSERT CITY REPRESENTATIVE (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The CITY Representative or his designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or her designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates INSERT CONSULTANT REPRESENTATIVE, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee will supervise and direct the performance of the Work, using his best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative will constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by CITY Representative or his or her designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
- B. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;
- 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.);
- 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 seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who

will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.

- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT

will not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

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

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or

occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and will be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it will furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for**

each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested. All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work or any of the Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.

- 3.7 The insurance coverage requirements set forth under this Article 3 are in addition to any coverage requirements set forth under Section VII (Insurance Coverages) of the Scope of Work and in the event of any conflict or inconsistency between the provisions of this Article 3 and the provisions of Section VII of the Scope of Work the provisions of this Article 3 shall govern and control.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 WORK OF CONSULTANT'S DESIGN PROFESSIONALS SERVICES: The duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of Section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance, work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the City Indemnitees, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole

willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

- 4.3 WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.
- 4.4 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.5 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers.
- 4.6 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise

wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.7 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.8 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event

of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

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

- i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation

as relates to CONSULTANT, whether voluntary 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.

- C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.3, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;

- ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

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

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

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

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

VI. MISCELLANEOUS PROVISIONS

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

agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:
INSERT CONSULTANT NAME
INSERT ADDRESS

Attn: INSERT PERSON OF CONTACT
NAME
Phone: INSERT PHONE NUMBER

CITY:
City of El Monte
CITY DEPARTMENT
Attn: DEPARTMENT DIRECTOR
Phone: CITY PHONE NUMBER

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

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties will fully cooperate with one another, and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONSULTANT will not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation

subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement will be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts 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:

CONSULTANT NAME

By: _____
Alma Martinez, City Manager

By: _____

Name: _____

Date: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Date: _____

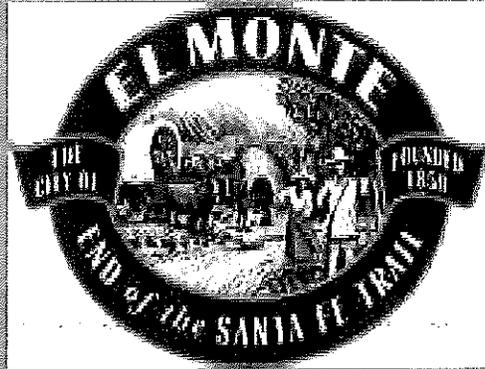
Contract No.

**EXHIBIT "A"
SCOPE OF SERVICES**

**ATTACHMENT 3
THE RAMSAY GROUP PROPOSAL**

the·ramsay·group

Improving the way you work: Empowering the community you serve



**Request for Proposals to Prepare:
2020-2025 HUD Consolidated Plan / Annual Action Plan
and
Analysis of Impediments to Fair Housing Choice**

RESEARCH PLAN MANAGE

The Ramsay Group maintains high standards of business operations, and a formula for quality service you can trust.



the·ramsay·group

Improving the way you work : Empowering the community you serve

Contact Information:

Darrell Stamps
Managing Partner
The Ramsay Group
213.256.7657

SOUTHERN CALIFORNIA
23800 Garland Court
Valencia, Ca 91354

www.theramsaygroup.com
ds@theramsaygroup.com

the ramsay group

Improving the way you work : Empowering the community you serve

TAB 1:

COVER LETTER

1/5/20

City of El Monte
Economic Development Department
11333 Valley Blvd.
El Monte, CA 91731

RE: CITY OF EL MONTE'S FY 2020-2025 CONSOLIDATED PLAN and ANALYSIS OF IMPEDIMENTS

Dear Mrs. Carol Averell, Housing Manager:

The Ramsay Group (TRG) is pleased to present our proposal to the City of El Monte consulting services for the preparation of its Consolidated Plan/ Action Plan (CP/AP) and Analysis of Impediments to Fair Housing Choice. We are excited about the prospect of working with the City of El Monte in achieving the objective of each plan.

Our Firm has a breadth of knowledge, understanding and expertise in projecting future economic, social and housing concerns. TRG is also well apprised of the Code of Federal Regulation, Title 24 Housing and Urban Development Part 91. Our Firm understands that the successful completion of the Consolidated Plan/AP will result in millions of HUD federal funds that will increase affordable housing and economic development opportunities, thus mitigating challenges such as, homelessness and lack of affordable housing for thousands of residents located in the Jurisdiction.

TRG is also familiar with HUD's new E-ConPlan Suite which provides GIS on-line mapping tool to assist in the planning and development of the Consolidated Plan and A/P documents. The tool also allows Jurisdictions to create a map of census tracts based on housing needs, housing supply, economic conditions and homeless populations (all as defined by HUD). Our Firm has completed more than 50 Consolidated Plans, Annual Action Plans and CAPERS using the new suite.

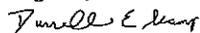
Our development of the Analysis of Impediments to Fair Housing Choice (AI) will be a comprehensive review of policies, procedures and practices within the Consortium, and how they affect the location, availability and accessibility of housing and the current residential patterns and conditions related to fair housing choice. Moreover, our Firm will work with the City to list and recommend appropriate remedies for all impediments identified so that such remedies will be made part of your on-going fair housing activities. We will also highlight outstanding fair housing practices within the Jurisdictions to be documented as potential "best practices" for HUD and other Jurisdictions.

TRG has a 20-year history successfully assisting jurisdictions in developing HUD regulated planning documents to meet the requirements of CFR, Title 24 Part 91. Many of our documents have been used by HUD to demonstrate "best-practices" in community planning. We have always completed these projects in a timely manner. TRG has read this entire request for proposal document and understands the content. Lastly, TRG has made every effort to minimize cost associated with the development of the ConPlan and Update of the AI. Cost savings will be realized by completing both plans simultaneously (e.g. common data for analysis, shared community meetings etc.).

We thank you for considering our submission and look forward to the privilege of working with the City of El Monte. I certify that the information and data submitted are true and complete to the best knowledge of my signing the letter. TRG shall make a commitment to accept the terms and conditions in the RFP and Professional Services Agreement, including acknowledgment of receipt of all amendments and/or addenda to the RFP. There are no exceptions to the RFP. The proposal shall remain valid for a period of not less than 120 days from the date of submittal.

Lastly, TRG understands the compressed timeline that the City is operating under for this assignment. We are extremely experienced with successfully managing projects under these conditions. **TRG has never submitted a Consolidated Plan beyond its due date.** Should you have any further questions or concerns, please contact me directly. I will be the contact person for this assignment and can be reached at ds@theramsaygroup.com or 213-256-7657.

Regards,



Darrell Stamps MPA, Managing Partner

the ramsay group

Improving the way you work : Empowering the community you serve

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TAB 2: EXPERIENCE & QUALIFICATIONS OF FIRM:

The Ramsay Group/ 23800 Garland Court #100
Valencia Ca. 91354/ 213-256-7657

Firm Profile

For over two decades, The Ramsay Group has provided over 60 jurisdictions with accurate and concise strategic planning and project management services. Our track record for successfully developing long-range strategies and managing local programs is extensive and well known. It is the result of tailoring our services to each client's specific needs and understanding the socio-economic conditions of any jurisdiction, which includes land use, infrastructure, affordable housing, labor market and the unique needs and desires of local stakeholders. TRG experience covers the complete gamete of Local, State and Federal planning and program management. They include Housing Elements, Consolidated Plans, 10 Year Plans to End Chronic Homelessness and the newly established Assessment of Fair Housing. TRG is a Minority Business Enterprise.

What makes us different?

Two aspects of The Ramsay Group help us stand out from our competitors. First, our product and services reflect the insight we acquire from **affordable housing and community development analysts**. All our products and services are based on strong community and affordable housing research. Our team of in-house experts combines years of applied knowledge with contemporary planning practices. Second, our services and products reflect our experience as **planners and community development consultants**. We have worked in communities across the U.S. and have witnessed successful planning and development tactics duplicated again and again. We have a **proven process** of working with diverse communities to identify not just obvious impediments, but assets that can be used to accomplish desired change.

Relevant work includes the following (partial):

- Updated the City of Indio's 2019 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing Choice
- Updated the City of Hanford's 2019 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing Choice
- Updated the Consortium of Town of Apple Valley and City of Victorville's 2017 Consolidated Plan and Assessment of Fair Housing
- Updated City of Cathedral City's 2017 Consolidated Plan and 2016 Assessment of Fair Housing
- Updated the City of Delano's 2015 Analysis of Impediments to Fair Housing Choice
- Updated the City of Norwalk's 2015 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing Choice
- Updated the City of Lancaster's 2015 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing
- Updated the City of Merced's 2015 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing Choice
- Updated the City of Downey's 2015 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing Choice
- Updated the City of Pico Rivera's 2015 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing
- Updated the City of Carson's 2015 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing Choice
- Updated the City of Glendale's 2015 Consolidated Plan
- Updated the City of El Monte's 2015 Consolidated Plan
- Updated the City of La Habra's 2015 Consolidated Plan
- Updated the City of Whittier's 2015 Consolidated Plan
- Updated the City of Encinitas's 2015 Consolidated Plan
- Updated the City of Indio's 2014 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing Choice
- Updated City of Chino Hills 2013 Analysis of Impediments to Fair Housing Choice
- Updated City of Santa Barbara 2013 Analysis of Impediments to Fair Housing Choice
- Updated City of Lancaster 2013 Analysis of Impediments to Fair Housing Choice
- Updated City of Turlock and Stanislaus County HOME Consortium 2010-2015 Consolidated Plan and AAP
- Updated the City of Downey's 2010- 2015 Consolidated Plan/ AP and Analysis of Impediments
- Updated the City of Pico Rivera's 2010- 2015 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing
- Updated the City of Visalia's 2010- 2015 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing

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- Updated the City of Bakersfield’s 2010- 2015 Consolidated Plan/AP and Analysis of Impediments
- Updated the City of Yuba City’s 2010- 2015 Consolidated Plan
- Updated City of Yuba’s Neighborhood Revitalization Strategy 2010
- Developed the City of Delano’s 2009 Analysis of Impediments to Fair Housing Choice
- Updated the City of Fresno’s 2000-2005 and 2006-2010 Consolidated Plan
- Developed the City of Clovis’ 2006-2010 Consolidated Plan
- Updated the County of Madera’s 2008 Housing Element
- Updated the City of Delano’s 2008 Housing Element

References

Name of Agency	Contact Name/Address	Phone Number	Dates services provided (from/through*)	Summary of Service
City of Indio	Jesus Gomez – Housing Manager Housing & Neighborhood Programs Department Development Analyst 100 Civic Center Mall, Indio, CA 92201 Office: (760) 391-4028 jgomez@indio.org	760- 541-4260	From: 6/2010- Current	2014-2019 Consolidated Plan/ AI 2019-2024 Analysis of Impediments
City of Norwalk	Kristin Maithonis Housing Manager City of Norwalk 12700 Norwalk Blvd., Room 11 Norwalk, CA 90651-1030 kmaithonis@norwalkca.gov	562-929-5653	From 6/ 2014 to 12/ 2016	2015-2020 Consolidated Plan/ AI 2015 Neighborhood Strategic Plan
City of Cathedral City	Vincent Lopez Community Development Specialist Engineering Division 68700 Avenida Lalo Guerrero Cathedral City, CA 92234 P: 760-770-0349 F: 760-202-2518 VLopez@cathedralcity.gov	(760) 770-0349	From 6/ 2014 to 12/ 2016	2017-2021 Consolidated Plan 2018 Fair Housing Assessment
City of Downey	Jose G. Vazquez Management Analyst 11111 Brookshire Avenue Downey, CA 90241 Office: (562) 904-7161 Email: vazquez@downeyca.org	(562) 904-7166	From 6/ 2016 to 12/ 2017	2015-2020 Consolidated Plan/ AI
City of Pico Rivera	Julia Gonzalez Deputy Director Community & Economic Development Department City of Pico Rivera 6615 Passons Boulevard Pico Rivera, CA 90660 juliagonzalez@pico-rivera.org	Direct: (562) 801-4447 Office: (562) 801-4332	From 6/ 2010 to 12/ 2015	2015-2020 Consolidated Plan/ AI

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TAB 3:

EXPERIENCE & QUALIFICATIONS OF PERSONNEL:

Darrell Stamps, MPA (PROJECT LEAD) 213-256/-7657

Managing Partner Percentage of time allocated 20%

Education

M.A in Public Administration,
California State University, Fresno

B.A. in Political Science, California
State University, Fresno

Professional Affiliations

Member of the American Planning
Association (APA)

Certifications

National Charrette Institute, Charrette
Planner Certification Training
California State University, Fresno,

Experience Summary

Over the twenty years, Darrell has served as Managing Partner for the Ramsay Group. There, he has been responsible for providing HUD mandated strategic planning to more than 50 HUD entitlement cities. Darrell worked alongside City staff, nonprofits and community residents in assessing, planning and updating goals and policies relating housing, and community development needs for jurisdictions most needy citizens.

Darrell routinely works with the State of California's Housing and Community Development Department and the U.S., Department of Housing and Urban Development, in Washington D.C. He has a bachelor's degree in Political Science and MA in Public Administration.

Recent Project Experience

- City of City of Indio 2019 Consolidated Plan/ AI
- City of Cathedral City 2017 Consolidated Plan and Assessment of Fair Housing
- Town of Apple Valley and City of Victorville's 2017 ConPlan and City Assessment of Fair Housing
- City of City of Indio 2015 Consolidated Plan/ AI
- City of Downey's 2015 Consolidated Plan/ AI
- City of Pico- Rivera 2015 Consolidated Plan/ AI

Veda Ramsay

Managing Partner Percentage of time allocated 20%

Education

M.A. Public Administration- University
of Southern California

B.A., Sociology, California State
University, Fresno

Professional Affiliations

Subcommittee Chair, City of Fresno,
Mayor's 10 x10 Blue Ribbon
Committee on Affordable Housing

Member of the American Planning
Association (APA)

Experience Summary

Veda Ramsay is one of the managing partners of The Ramsay Group. Veda has conducted numerous studies, reports and strategic plans for governments, nonprofits and private agencies.

Veda's vast knowledge of housing and community development has led to the Firm's management of several governmental strategic planning efforts. As Managing Partner for the Ramsay Group, Veda has led the management and development of numerous high profile and pioneering strategic plans for public and nonprofit agencies.

Veda's unwavering commitment to understand and improve community and social conditions in communities over the years has landed her in several leadership roles on boards, commissions and committees. Veda has received numerous awards and recognition for her participation in community service and leadership, including *Business Street Newspaper's, Top Ten Influential Women in Business.*

Recent Project Experience

- City of Indio's 2017 Analysis of Impediments
- City of Cathedral City 2017 Consolidated Plan and Assessment of Fair Housing
- Town of Apple Valley and City of Victorville's 2017 ConPlan and Assessment of Fair Housing

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- City of City of Indio 2015 Consolidated Plan/ AI
- City of Downey's 2015 Consolidated Plan/ AI

Ashley Mashian, MPA

Project Manager

Education

UCLA LUSKIN SCHOOL OF PUBLIC AFFAIRS June 2019
Master's degree: Urban and Regional Planning
Concentration: Design & Development

UCLA June 2015
Bachelor of Arts: Communication Studies
Summa Cum Laude

Experience Summary

Ms. Mashian is a Project Manager and Researcher for the Ramsay Group. Ms. Mashian's expertise includes analyzing community plans and policies; evaluating programs and functions by HUD entitlement jurisdictions, collecting, complying and evaluating project data; designing and administered surveys and focus groups; and counseling staff on performance measure evaluations; and community asset mapping.

Recent Project Experience:

- City of City of Indio 2019 Consolidated Plan/ AI
- City of Burbank's 2019 Consolidated Plan/ AI
- City of Cathedral City 2017 Consolidated Plan and Assessment of Fair Housing
- Town of Apple Valley and City of Victorville's 2017 ConPlan and City Assessment of Fair Housing
- City of City of Indio 2015 Consolidated Plan/ AI

Zack Henderson

Project Manager

EXPERTISE

Geographic Information Systems (GIS)
Cloud GIS
Environmental Planning
Quantitative and Qualitative Analysis
Spatial Modeling
Global Positioning Systems (GPS)

EDUCATION

University of California, Los Angeles.
Bachelor of Arts, Environmental Studies/Geography, December 1994.

El Camino Community College,
Associate Degree with Honors in Mathematics, June 1992.
South Warwickshire College of Further Education, Stratford-Upon-Avon, England. Study abroad program, January 1990–April 1990.

Percentage of Time allocated 20%

Experience Summary

Mr. Henderson has over 25 years of experience in the geographic information systems (GIS) field, including 3 years with LSA. His GIS experience includes application development, California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance, cultural site record analysis, biological delineation, traffic and transit planning, global positioning systems (GPS), and impact/mitigation analysis.

Mr. Henderson's specific duties include management of GIS services, providing quality control, GIS implementation for TRG and TRG's clients, workload management and scheduling, as well as managing the acquisition of hardware and software and GIS/GPS training. Additionally, Mr. Henderson maintains TRGs business partner relationship with Esri.

Recent Project Experience

- City of City of Indio 2019 Consolidated Plan/ AI
- City of Cathedral City 2017 Consolidated Plan and Assessment of Fair Housing
- Town of Apple Valley and City of Victorville's 2017 ConPlan and City Assessment of Fair Housing
- City of City of Indio 2015 Consolidated Plan/ AI
- City of Downey's 2015 Consolidated Plan/ AI
- City of Pico- Rivera 2015 Consolidated Plan/ AI

Availability and Commitment

The project manager and identified team members are available for this project. They will serve as an extension of THE CITY OF EL MONTE's staff, bringing new insights, strategies and programs that can be used by the City to ensure the successful development and implementation of the mandated analysis. For the first 30 days of the project, if

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necessary, we will have staff on site at least once a week to coordinate with THE CITY OF El Monte's staff and ensure seamless transfer of information. We will also provide monthly reports on the program's progress, and make staff available for departmental or public presentations

TAB 4: WORK PLAN

Current. Our Firm will review El Monte's existing housing planning documents (General Plans, Housing Elements, Consolidated Plans, Analysis of Impediments, Specific Plans, etc.) to not only disclose the City's success in implementing the existing plans but also gain insight on how strategies and programs can be adjusted to achieve greater success. Our Firm will also fully update the socioeconomic and demographic projections, land use and program information to truly understand the current conditions required for long-range planning.

Consistent. As the CP/AP and AI are developed, our Firm will track consistency issues to ensure that the plan matches up with the critical planning policies within the Jurisdictions' General Plan and Housing Element.

Comprehensive. Our proposal provides a complete update of demographics and a thorough review of the existing programs and resources available to the City and consortium. Our Firm will review existing goals, objectives and policies used to assist in the economic and housing improvement of the designated CDBG areas. This includes the development of quantifiable objectives to reach the Jurisdictions' economic, community and housing goals.

Participatory. The Consolidated Plan/AP and AI can greatly impact the lives of those who live, work and own property in the community. It is vital that the public and service organizations working in the community be effectively involved in the development of each plan if it is to be effectively implemented over time. Our public participation program has been designed to inform and involve the public and service organizations.

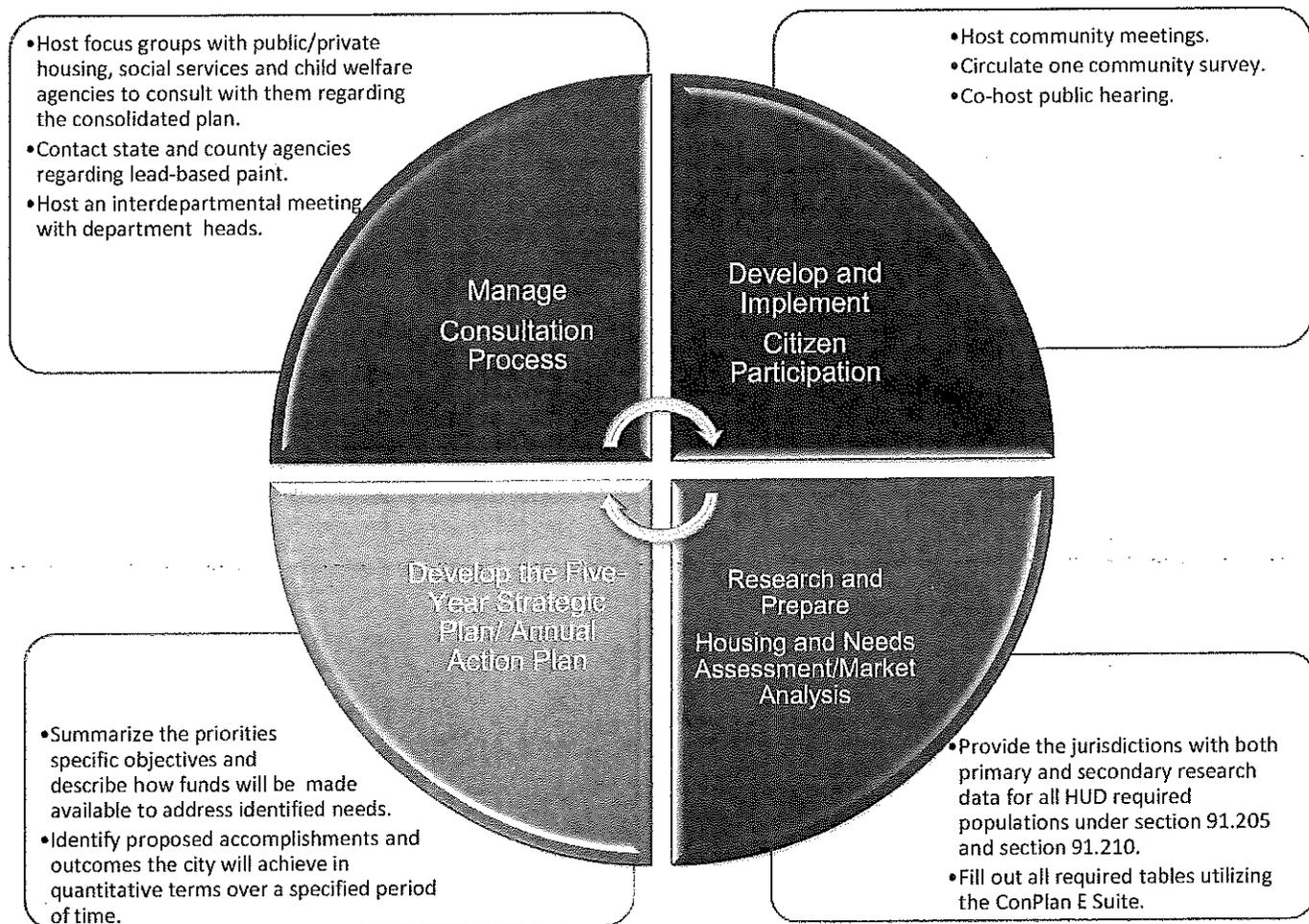
To achieve the above objectives, the City of El Monte is looking for a consulting Firm that will serve as an extension to their staff, bringing new insights, strategies and programs that can be used by the Jurisdictions to ensure the successful development of the mandated plans. For the first 30 days of the project, if necessary, we will coordinate with department staff weekly to ensure seamless transfer of information. We will also provide monthly reports on the program's progress and make staff available for departmental or Council presentations.

Consolidated Plan/ AAP

In preparing the ConPlan/ AP, TRG will utilize several methods to analyze the housing and community development needs of the City of El Monte. Methods will include hosting focus groups, surveying community residents and stakeholders, surveying multi-family unit property owners, analyzing U.S. Census data and utilizing information in several public planning documents. Along with the Jurisdictions, TRG will host community meetings and hearings and meet with organizations as an effort to outreach to and encourage the participation of all residents, particularly low- and moderate-income residents, elderly persons and persons with disabilities. The purpose of the meetings will be to inform the community about the ConPlan/ AP process and to identify opportunities to improve collaborative efforts and eliminate service delivery gaps to develop and sustain decent and affordable housing, suitable living environments and expanded community and economic opportunities. The CP/AP will be completed using the following techniques:

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1. The Public Participation Process

TRG will assist the Jurisdictions by hosting several charrette-style community meetings. Meetings will include a presentation provided to residents explaining the CP/AP process and a description of the utilization of HUD funding. TRG will also draft a summary of the citizen participation process detailing comments from the public as well as outreach conducted by TRG to increase public involvement in the development of the CP/AP.

2. Housing and Homeless Needs Assessment

In addition to projecting the Jurisdiction's housing needs for the next five years, TRG will estimate the number and types of families that require housing assistance. The team will evaluate families that are anywhere between very low to middle income, owners, renters, the elderly, single and large families, the disabled, and families affected by HIV and AIDS. The TRG team will also report on the extent and characteristics of homelessness in the Jurisdictions target areas, taking an inventory of available facilities, services, public and assisted housing. TRG will utilize several different data tools to conduct the housing and homeless needs assessment including, but not limited to- U.S. Census, Claritas, Continuum of Care and Realtor's Associations.

3. Housing Market Analysis

The team will detail the nature of the Jurisdiction's housing market highlighting supply, demand, the cost of housing for the disabled and those families affected by HIV and AIDS. In addition, TRG will research the availability of residential housing and services for individuals and families with special needs. The housing market analysis will also

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identify the challenges to increasing affordable housing and provide a strategy to increase affordable housing opportunities and decrease the number of residents inhabiting housing with lead-based paint hazards.

4. Community and Economic Development Needs Assessment

TRG will assist Jurisdictions to create a strategy that will provide for new and/or improved existing services, facilities, infrastructure and economic opportunities for targeted income households and CDBG areas. In addition, the assessment will have a balanced combination of infrastructure projects, business incentive programs and job educational services that could significantly benefit the local target groups.

5. Non-Homeless Special Needs Assessment

Non-homeless special needs refer to the needs of population subgroups that have been identified by HUD as more commonly in need of housing assistance than the general population. These groups include the elderly and frail elderly, persons with disabilities, persons with HIV/AIDS, persons with alcohol or drug addictions, victims of domestic violence and any unique subgroups within the City of El Monte . TRG will identify the nature and extent of the needs of these subpopulations, as well as strategies being implemented to address these needs.

6. Strategic Plan

Through the strategic plan, TRG will advise the Jurisdictions on where best to invest resources. This will include identifying key priorities and needs in a table, summarizing those priorities, setting clear objectives for each priority in the form of "accomplishments" and "outcomes" and explaining how funds will be allocated. The team will detail barriers to meeting the needs of underserved constituents and will detail the logic behind each priority assignment. The team will also include a Priority Homeless Needs table and strategy that will address the high priority needs of the special needs population and a strategy to address those. In this plan, our team will describe specific goals and policies aimed toward reducing the number of families living in poverty and how these efforts will be carried out.

7. Action Plan

The Action Plan assembled by the TRG team will include a description of federal state and local resources available to help augment both housing and non-housing development strategies assembled to address priorities and needs. The plan will outline measures taken to prioritize needs and identify the distribution of assistance throughout the Jurisdictions. This inventory will also include an outline of measures being taken to address homelessness and the special needs constituency. These details will be included in efforts to increase affordable housing, decrease poverty and reduce the occurrence of and constituents living in residences with lead-based paint hazards. In addition, the Action Plan will detail program specific- requirements for the American Recovery and Reinvestment Act's programs, CDBG programs and associated HUD programs .

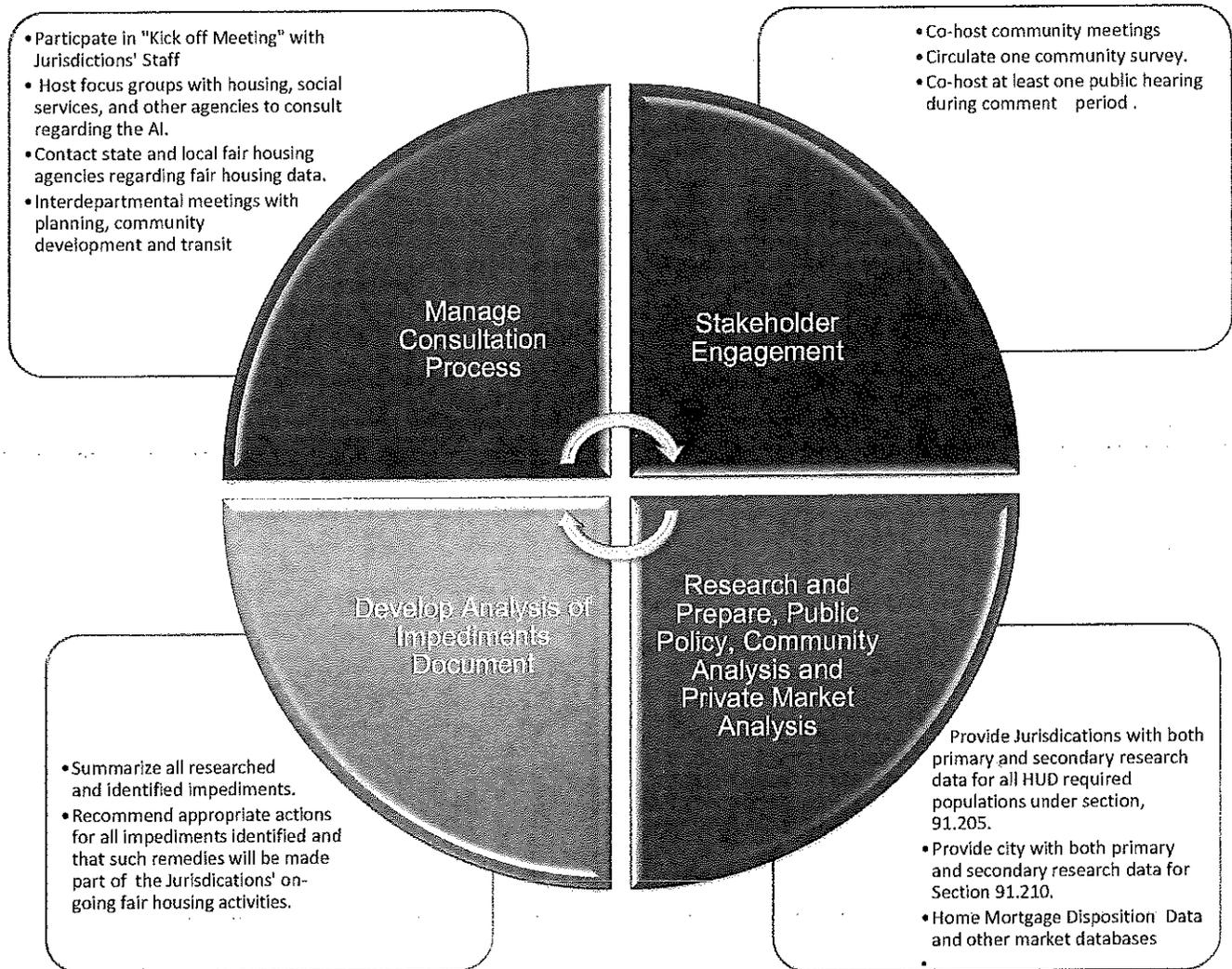
8. Certifications

The TRG team will work closely with staff to ensure all required certifications are included.

9. Monitoring

The CP/AP will detail the measures that will be taken to ensure plan programs are being executed correctly and in compliance with program requirements.

Analysis of Impediments



TRG will institute a four-stage approach to complete the analysis. Each stage is cyclical and interdependent to ensure an analysis that adequately address and recommend resolution to Fair Housing issues. The first stage allows TRG to engage the City's staff responsible for implementing Fair Housing policies as well as principle stakeholders, both internally and externally. Stage two is designed to exceed HUD requirement for public participation. Community meetings, surveys and a Web-based system that provides and receives project information will be established. Stage three begins a broad and exhaustive review of all Public Policy and private practices that may affect, positive or negative, fair housing choice for residents. TRG will use the final stage to develop a comprehensive and HUD certifiable Analysis of Impediments to Fair Housing Choice. All stages will be adequately represented and relied on in finalizing the fair housing policy document.

Our Firm will assist the City of El Monte with preparing a written analysis of collected data to update the status of the private and public-sector impediments to Fair Housing. We will accomplish this by completing the following tasks:

Task 1: Consultation Process

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TRG will meet with the City of El Monte staff to refine scope of work and project deliverables. We will also work with the City of El Monte by hosting focus groups and interviews with internal and external departments and agencies. Meetings will include a presentation explaining the AI process and document; retrieval of information relevant to organizations' experience/ issues with fair housing within the City of El Monte and recommendations relating to future fair housing policy.

Task 2: Review public policies and administrative actions that may inhibit or restrict fair housing choice.
TRG will review public policies that restrict housing and community development resources to areas of minority concentration or inhibit the employment of minority persons and individuals with disabilities. Review planning, financing, and administrative actions relating to public transportation and social services that may inhibit or constrain affordable housing opportunities for persons with disabilities.

Task 3: Review public transportation issues and their impact on fair housing choice.
TRG will provide information on how public transportation, or lack thereof, impacts low- to moderate-income tenants in their search for employment. Determine whether public transportation creates an impediment to fair housing choice, and if so, how.

Task 4: Review lending and insurance practices and policies for impediments to fair housing.
TRG will contact organization with HMDA data and other relevant information for the City of El Monte, prepare a written analysis based on collected data to determine the existence, if any, of discriminatory mortgage lending and mortgage insuring patterns, practices, and disclosures, which impede housing choice.

Based on the written analysis, our Firm will provide a list of optional actions which might be implemented by the City of El Monte or other organization to overcome the impediments, if any, to housing choice regarding lending and insurance practices.

Our Firm will contact mortgage lending and insuring institutions to determine the following: (1) whether lenders and insurers have policies, procedures, on monitoring practices for possible differential treatment of applicants for home mortgage loans, home insurance or home improvement loans; (2) whether lending personnel and private insuring staff are fully trained regarding federal fair housing law as well as institutional policies regarding federal fair housing law; (3) whether lending institutions aggressively market the availability of mortgage and home improvement loans in low-income and minority neighborhoods. Conclusion: summary to include highlights, findings, and recommendations.

Task 5: Review existence of group homes and supported living facilities.
TRG will contact public and private entities to obtain information, codes and ordinances regarding the maintaining of group homes and supported living facilities.

Our Firm will prepare a written analysis of collected data to determine the effects, if any, of building occupancy, health and safety codes as well as planning and zoning board decisions on housing choice for disabled individuals and housing providers. Based on the written analysis, our Firm will provide a list of optional actions which might be implemented by the City of El Monte and other organizations to overcome the impediments to housing choice, including Not in My Back Yard (NIMBY) attitudes, regarding group homes and supported living facilities.

Task 6: Review patterns of occupancy in public housing and Section 8 programs.
TRG will contact the Housing Authority and other organizations with relevant information on public housing and Section 8 programs.

Our Firm will assist the City with preparing a written analysis of collected data to determine the following: (1) the tenant application, selection, and assignment policies of publicly assisted housing providers; (2) patterns, if any, in publicly assisted housing developments regarding concentrations and exclusion of race, ethnicity, disability, and familial status; (3) whether policies of the local public housing authority are consistent with the requirements of

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federal, state, and local law as well as HUD regulations and guidelines; (4) whether a HUD assisted or HUD insured housing provider has been found in non-compliance with one or more civil rights laws or regulations and initiated corrective actions; (5) whether clear information concerning housing rights is disseminated to all participants of assisted housing programs.

TRG will prepare a list of optional actions which might be implemented by the Consortium; HUD assisted housing providers, and other organizations to overcome the impediments to fair housing, if any, regarding public housing and Section 8 programs.

Task 7: Review public sector policies, codes, ordinances and practices for general impediments to fair housing.

TRG will contact public and private entities to obtain information, codes, ordinances, existing studies, plans, and other policies that relate to fair housing, access to housing, or other housing problems to determine appropriateness and relevance of data for identifying impediments to fair housing choice.

Our Firm will also prepare a written analysis of local information, codes, ordinances, existing studies, plans, and policies to determine the efforts, if any, of policies that relate to fair housing, access to housing, or other housing problems to determine appropriateness and relevance of data for identifying impediments to housing choice.

Task 8: Prepare a draft and final Section 3 containing relevant data, analysis and conclusions regarding impediments to housing choice.

PUBLIC PARTICIPATION AND PUBLIC CONSULTATION PROGRAM

Our philosophy that the best planning and community development strategies are generated from the outside in. Unlike many of our competitors, we place equal emphasis on external evaluation – engaging the entire community in a planning process. This will occur through our hands-on approach – collecting public input at every step of the process, through interviews, and electronic mediums that provides access to information and an avenue for communication.

This process serves several purposes. First, it builds critical public buy-in to the project and its resulting strategy. Second, it will provide qualitative and quantitative information that will be used to sculpt the study and analysis. Finally, these sessions will be utilized to weigh community opinion on goals and objectives, vision and mission statement. Our public participation and public consultation program follow a three-prong approach:

- **One-to-One Interviews**

A list of relevant stakeholders will be identified during our initial meeting with City staff to serve as our roster for interviews. We will work with City Staff to identify which stakeholders should be personally interviewed. The list of interviewees can be expanded based on input received during the first round of interviews. The project team anticipates conducting **up to 10 interviews** in the course of the project.

- **Community Meetings**

As stated earlier, TRG will assist the Jurisdiction by hosting several charrette-style community meetings. Meetings will include a presentation provided to residents explaining the CP/AP process and a description of the utilization of HUD funding. TRG will also draft a summary of the citizen participation process detailing comments from the public as well as outreach conducted by TRG to increase public involvement in the development of the CP/AP.

- **Survey**

TRG will develop an online survey that will be posted on the project Web site. TRG utilizes a Web-based survey system that allows for time-efficient collection of surveys as they are completed online. The City may also choose to send out hard copies of the survey to its population (through the mail, the utility bill, or at public facilities) in order to boost participation.

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The survey opens the input process to all residents and service organizations and will allow us to expand the reach of both plans. For a City the size of El Monte, we expect to receive between 200 and 500 responses. The content of the survey will be customized based on the results of previous studies, our own preliminary research, and first meeting with City Staff. The survey will stay online for approximately eight weeks. The summary report will be included within the Appendix of both studies.

- **eParticipation**

Our eParticipation strategy is designed to cast a wider net, increase the overall participation and yield a more robust product using the following internet-based mediums:

GIS Online

A feature that staff, stakeholders, agencies, and citizens will have access to is our GIS mapping system. Users will have the ability to visit an area within their community and make real time comments and / or illustrations that are uploaded into our GIS database. This easy to use application allows for stakeholders to participate in the planning process when they want, and not be limited to community meetings or public hearings. See illustration below.

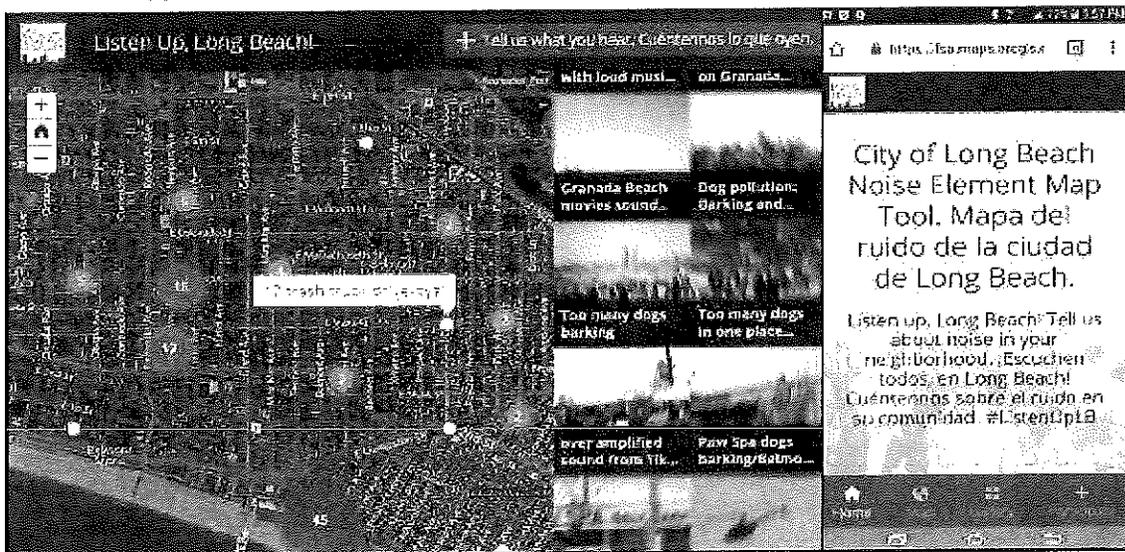


Illustration: GIS Online Sample Mapping System used in the City of Long beach

Social Media

Most jurisdictions the size of El Monte have thousands of social media followers. Therefore, using social media platforms is a great way to make citizens aware of the importance of the ConPlan and encourage participation in community meetings, online surveys and other ConPlan activities.

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Narrative		Owner	Days	Start	End	22-Jan	19-Feb	19-Apr	18-Jun
Consolidated Plan/Annual Action Plan and Analysis of Impediments		City of El Monte (COE / TRG)	115	22-Jan	14-May				
Stakeholder Engagement		TRG	30	22-Jan	19-Feb				
Meet with City staff to redefine timeline and project objectives. Exact date TBD by staff		TRG	7	22-Jan	27-Jan				
Focus groups with City departments and external stakeholders (i.e. economic and Community development, fair housing agencies, housing authorities, continuum of care, City agencies)		TRG		25-Jan	25-Jan				
Conduct public outreach surveys (online and hard Copies)		TRG	30	20-Jan	19-Feb				
Jurisdictions/ Stakeholder Data Collection and Analysis for Con/ Plan and Analysis of Impediments (not all inclusive)		TRG	75	22-Jan	4-Apr				
Previous Consolidated Plan, Housing Element, AI, other City Housing Documents		TRG	75	22-Jan	4-Apr				
Social Services		TRG	75	22-Jan	4-Apr				
Fair Housing Services		TRG	75	22-Jan	4-Apr				
Health Services		TRG	75	22-Jan	4-Apr				
Homeless		TRG	75	22-Jan	4-Apr				
HOPWA		TRG	75	22-Jan	4-Apr				
PHA		TRG	75	22-Jan	4-Apr				
Lead-based Paint		TRG	75	22-Jan	4-Apr				
Health Services		TRG	75	22-Jan	4-Apr				
Conduct Stakeholder Survey		TRG	75	22-Jan	4-Apr				
Demographics		TRG	75	22-Jan	4-Apr				
Public Housing Authority		TRG	75	22-Jan	4-Apr				
Social Service/ Economic Data		TRG	75	22-Jan	4-Apr				
Access to Public Transportation		TRG	75	22-Jan	4-Apr				
Home Mortgage Data		TRG	75	22-Jan	4-Apr				
Special Needs Housing		TRG	75	22-Jan	4-Apr				
Lending and Insurance Data and Practice		TRG	75	22-Jan	4-Apr				
Community Meetings (number of meetings TBD by City)		TRG/ COE	27	30-Jan	26-Feb				
Community Meeting #1		TRG/ COE		30-Jan	30-Jan				
Community Meeting #2		TRG/ CoN		27-Feb	27-Feb				
Reports/ Presentation to Internal City Stakeholders and submission		TRG/ COE	71	3-Mar	13-May				
First Draft of AI		TRG/ CoN		3-Mar	3-Mar				
First Draft ConPlan / AAP		TRG/ CoN		10-Mar	10-Mar				
Final Draft ConPlan & AI		TRG/ CoN		1-Apr	1-Apr				
30 Day Public Review		TRG/ CoN	30	1-Apr	1-May				
Public Hearing and Council Approval of Consolidated Plan / Annual Action Plan and AI		TRG/ CoN		TBD					
Final Draft of ConPlan & Annual Action Plan and IDIS submittal to HUD		TRG/ CoN		13-May	13-May				

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TAB 5: EXCEPTIONS TO THE REQUIREMENTS OF THE RFP SHOULD BE CLEARLY DELINEATED IN THIS SECTION.

Not Applicable

TAB 6: IN ADDITION, YOU ARE INVITED TO INCLUDE A MAXIMUM OF TWO (2) PAGES OF INFORMATION NOT INCLUDED, NOR REQUESTED IN THIS RFP, IF YOU FEEL IT MAY BE USEFUL AND APPLICABLE TO THIS PROJECT.

Not Applicable

TAB 7: REQUIRED FORMS REFERENCED ATTACHMENTS REFERENCED WITHIN THE RFP, INCLUDING ANY ADDENDA (IF ANY).

Not Applicable

TAB 8: ADDITIONAL CONSIDERATION: HOUSING CONDITION WINDSHIELD SURVEY PROPOSAL EXPERIENCE & QUALIFICATIONS OF THE FIRM & PERSONNEL, WORK PLAN AND SCHEDULE.

TRG does not have experience conducting windshield surveys. Therefore, we have decline to provide a proposal

**TAB 9: DETAILED COST OF SERVICES (SEPARATE SEALED ENVELOPE)
NOTE: INCLUDE FOR ADDITIONAL CONSIDERATION: A HOUSING CONDITION WINDSHIELD SURVEY COST BREAKDOWN. THE INFORMATION IN THIS SECTION WILL AID THE CITY IN THE REFINEMENT OF THE SCOPE OF WORK DURING CONTRACT NEGOTIATIONS.**

Cost of service is provided under sealed envelope.



CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF FEBRUARY 4, 2020

January 23, 2020

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

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL OF AN URGENCY ORDINANCE AMENDING CHAPTERS 17.04 (DEFINITIONS), 17.06 (GENERAL REGULATIONS) AND 17.08 (PARKING) OF TITLE 17 (ZONING) OF THE EL MONTE MUNICIPAL CODE, REGARDING ACCESSORY DWELLING UNITS AND RELATED ZONING STANDARDS, TO CONFORM WITH MULTIPLE CALIFORNIA LEGISLATURE BILLS 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 comment;
5. Pose follow up questions to staff;
6. Close the public hearing; and
7. Approve the proposed Urgency Ordinance (Attachment 1) by no less than four (4) votes.

BACKGROUND AND PURPOSE

In September 2016, the California State Legislature passed Senate Bill 1069 and Assembly Bill 2299 to facilitate the construction of Accessory Dwelling Units (“ADUs”) (also referred to as “second units” or “granny flats”). ADUs are additional living quarters on the same lot as a primary dwelling. The bills limited the way local jurisdictions could regulate ADUs. In response, the City of El Monte approved Urgency Ordinance No. 2910 on April 18, 2017, to amend various sections of the El Monte Municipal Code (EMMC), including Section 17.06.165 (Accessory Dwelling Units). This resulted in a significant increase in the number of ADUs applications approved in El Monte and other communities. For example, in 2016 the City of El Monte received three (3) ADU applications, while in 2019 the City received 22 applications.

To further incentivize the construction of ADUs, the State Legislature recently passed six (6) bills related to ADUs. These became effective on January 1, 2020. They are part of a larger group of bills passed in 2019 to address growing concerns related to the short supply of affordable housing and housing in general throughout the State. These bills look to increase the number of ADUs constructed, provide rent control for existing tenants, reduce zoning barriers, and further streamlining environmental review for transit oriented developments and specific homelessness projects.

SUMMARY OF NEW ACCESSORY DWELLING UNIT BILLS

Assembly Bill 68 (Ting) and Assembly Bill 881 (Bloom):

Processing timelines, Ordinance Prohibitions and Triplexes

- Local agencies must approve or deny an ADU project within 60 days of receiving a complete building permit application on a ministerial (i.e. at staff level with no environmental review) basis;
- Prohibits local agencies from adopting ordinances that impose minimum lot size requirements or certain maximum dimensions for an ADU;
- Prohibits local agencies from requiring replacement off-street parking when a garage, carport or covered parking structure is demolished or converted to construct a new ADU;
- Local agencies shall allow for an ADU as well as a “junior” ADU provided certain access, setbacks and other criteria are met (thus resulting in three (3) dwellings on a single-family lot); and
- Local agencies shall allow opportunities for ADUs in multi-family buildings, including converting storage rooms, boiler rooms, etc., subject to meeting Building Code requirements.

Senate Bill 13 (Weickowski): Owner-Occupancy Prohibitions and Fee Limitations

- Local agencies shall not require the property owner live on the lot (although this can be required after January 1, 2025); and
- Local agencies shall not impose impact fees on ADUs less than 750 square feet in size (for ADUs larger than 750 square feet, the fees shall be in proportion to the size the ADU in comparison to the main dwelling unit).

Assembly Bill 587 (Friedman): Separate Conveyances

- Local agencies may allow ADUs to be sold or conveyed separately from the main dwelling, if certain conditions are met (the previous bills prohibited this).

Assembly Bill 670 (Friedman): Home Owner Association (HOA) Limitations

- Prevents single-family HOAs from prohibiting ADUs. Specifically, it makes it unlawful for any HOA condition that “prohibits or unreasonably restricts” the construction of ADUs on single-family residential lots.

Assembly Bill 671 (Friedman): Government Assistance

- Requires the local agencies' General Plan Housing Element to include incentives to promote the creation of affordable ADUs.
- Requires the California Department of Housing and Community Development to provide a list of state grants and financial incentives for the development of ADUs, by December 31, 2020.

PROPOSED CODE AMENDMENT

Staff went through the City's existing ADU Ordinance to identify the areas that needed to be revised or updated. Almost all the changes in the six (6) bills will allow greater flexibility to property owners. Below is a summary of the recommended changes (see Attachment 2 for a more detailed list of revisions):

- Definitions: Add a definition for "Junior ADU", which is a new housing type. Junior ADUs are incorporated within the existing main dwelling, with a maximum size of 500 square feet.
- Zones: Permit ADUs in all zones which allow residential dwellings (which includes most commercial zones in the City). Currently, ADUs are only permitted in single-family residential zones.
- Number of ADUs: Permit one (1) detached ADU and one (1) attached ADU or Junior ADU on lots developed with an existing or proposed single-family dwelling. This would result in three (3) dwellings on a lot was initially intended for only one (1) dwelling. Currently, only one (1) ADU is permitted on a lot (either detached or attached).
- Lot Size: Prohibit any minimum lot size requirement. Currently, there is a minimum lot size requirement of 6,000 square feet.
- Owner Occupied: Prohibit a requirement that the property owner must live on the lot. Currently, the owner must live in the main dwelling or the ADU.
- Height: Permit a maximum height of 16 feet for detached ADUs and remove reference of ADUs above garages. Currently, ADUs can be constructed above an existing garage with a maximum height of 25 feet.
- Square Footage: Permit studio and one-bedroom ADUs with a minimum area of 850 square feet and two-bedroom ADUs with a minimum area of 1,000 square feet. Currently, ADUs are permitted with a maximum size of 800 square feet.
- Setbacks: Permit an ADU with a minimum side and rear yard setback of four (4) feet. Currently, ADUs need to comply with the same setback requirements as the main dwelling.
- Parking: Prohibit any requirement to replace any existing parking that is removed or demolished to construct an ADU. Currently, any removed or demolished parking has to be replaced on-site.

- Multi Family Developments: Permit ADUs within portions of existing multifamily structures that are not used as living space such as boiler rooms and basements. Also allow ADUs in existing multifamily building at a rate of 25 percent of units per building (e.g. if the building has 16 units, the building could incorporate up to four (4) ADUs). Currently, ADUs are not permitted in multi-family zones.
- Private Streets and Flag Lots: Permit ADUs in most single-family subdivisions with private streets and/or flag lots. Currently, ADUs are prohibited in all subdivisions with private streets and/or flag lots.
- Impact Fees: Prohibit the ability to charge impact fees for ADUs less than 750 square feet in area. ADUs greater than 750 square feet shall be charged impact fees proportionately in relation to the square footage of the primary dwelling. Currently, all ADUs are charged impact fees regardless of size.
- Exempt Units: Permit the construction of an ADU or Junior ADU as outlined below, even if it will exceed the maximum density outlined in the General Plan, the maximum Floor Area Ratio (FAR) and/or lot coverage identified in the Zoning Code (the FAR is the total square footage of all habitable buildings on a lot divided by the lot area, while the lot coverage is the total square footage of roofed areas on a lot divided by the lot area):
 - Exempt Units (as part of a proposed or existing main dwelling or part of an existing accessory structure): Permit one (1) attached ADU or Junior ADU within the square footage of the proposed or existing main dwelling or one (1) detached ADU from an existing accessory structure;
 - Exempt Detached Units (as new construction): Permit one (1) new detached ADU. The maximum size shall be 800 square feet and the maximum height shall be 16 feet. This scenario can also include a Junior ADU as noted above.
 - Current Ordinance: ADUs that would exceed FAR or lot coverage would be denied.

OTHER PROPOSED CODE CHANGES

Staff also reviewed other sections of the EMMC to see if they needed revising. This review was necessary to make sure there is a proper balance between having strict and flexible zoning standards. If standards are too strict, property owners may be more likely to construct ADUs (with no parking, little open space and no or reduced impact fees) rather than construct additional single-family or multi-family units (with on-site parking, open space and full payment of impact fees). In addition, if standards are too flexible, constructing ADUs could create more building bulk and mass on a lot. Below is a summary of the recommended changes:

Parking

- Currently, the R-1A zone requires a three (3) car garage for dwellings over 1,200 square feet. In addition, the R-1B and R-1C (One-family Dwelling) zones require

a three (3) car garage for dwellings over 2,000 square feet. Additional open parking spaces are also required as the dwelling increases in size (which can be provided as tandem spaces in a driveway). Recommendation to remove the three (3) car garage requirement, and only require a two (2) car garage. Any additional required spaces can be provided as open parking spaces.

Floor Area Ratio (FAR) and Lot Coverage

- Garages do not count towards FAR. Therefore, if a three (3) car garage is no longer required, this could result in a larger main dwelling with excessive bulk and mass. Currently, the R-1A (One-family Dwelling) zone permits an FAR of up to 35 percent, regardless of the lot size. Recommendation for the R-1A zone to use the same FAR sliding scale used in the R-1B (One-family Dwelling) and R-1C (One-family Dwelling) zones (where larger lots have lower FARs).
- In addition, reduce the maximum lot coverage for the R-1A, R-1B and R-1C zones from 40 percent to 35 percent.

Accessory Buildings (e.g. garages and game rooms)

- Recommendation to increase the maximum height from 15 feet to 16 feet.
- Recommendation to increase the maximum floor area from 650 square feet to 800 square feet. However, attached covered/trellis patios that are less than 50 percent open to the sky shall also count towards the floor area and lot coverage.
- Currently, side and rear yard setbacks are not specified. Recommendation to establish a minimum interior side and rear yard setback of four (4) feet.
- Provide more flexibility to construct bathrooms.

COMMENT LETTER

On January 14, 2020, staff received a comment letter from “Californians for Homeownership” in response to an earlier version of the Urgency Ordinance. Staff made a majority of the changes requested in the letter. However, staff finds that some changes are not necessary (either the item was already adequately addressed in the Urgency Ordinance, or it is something that the City has the ability to include). Staff also reached out to the State’s Department of Housing and Community Development to gain better clarity. In addition, staff contacted other jurisdictions that received letters from the same group, to see how they addressed the concerns raised (see Attachment 3 – Copy of Letter and Staff Responses).

ENVIRONMENTAL REVIEW

The proposed Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) under the general rule that CEQA does not apply to activities which can be seen with certainty to have no effect on the environment. The proposed actions would not create any environmental impacts, therefore no additional action under CEQA is required.

FISCAL IMPACT

Each applicant will be required to submit an application and fee for a Zoning Clearance for planning staff to review the application. The applicant will then be required to obtain a Building Permit. This will cover staff hours necessary to review, approve and inspect ADUs. However, there may be long term fiscal impacts to the City, since ADUs less than 750 square feet in size cannot be charged impact fees.

CONCLUSION

It is recommended that the City Council approve the Urgency Ordinance by no less than four (4) votes, for first reading.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager



BETTY DONAVANIK
Community & Economic Development Director

Attachments:

1. Proposed Urgency Ordinance
2. List of Development Standards
3. Copy of Letter from Californians for Homeownership and Staff's Responses

DATE: FEBRUARY 4, 2020
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

ATTACHMENT 1

PROPOSED URGENCY ORDINANCE

URGENCY ORDINANCE NO. _____

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF EL MONTE, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA, AMENDING CHAPTERS 17.04
(DEFINITIONS), 17.06 (GENERAL REGULATIONS) AND
17.08 (PARKING) OF TITLE 17 (ZONING) OF THE EL
MONTE MUNICIPAL CODE REGARDING ACCESSORY
DWELLING UNITS TO CONFORM WITH MULTIPLE
CALIFORNIA LEGISLATURE BILLS**

WHEREAS, California Constitution Article XI, Section 7, enables the City of El Monte (the "City") to enact local planning and land use regulations;

WHEREAS, the authority to adopt and enforce zoning regulations is an exercise of the City's police power to protect the public health, safety, and welfare;

WHEREAS, the City desires to ensure that residential development occurs in a prudently effective manner, in accordance with the goals and objectives of the General Plan and reasonable land use planning principles;

WHEREAS, in 2019, the Governor signed upwards of six (6) California Assembly and California Senate bills into law (the "New State Laws") as part of an effort to augment the state's dwindling housing supply;

WHEREAS, such bills mandate that cities permit ADUs in residential and mixed-use zones (in limited instances) through a ministerial process and further relax development standards to make it easier for property owners to create ADUs;

WHEREAS, local ordinances, such as the City's, that are not compliant with the new state provisions are null and void as of January 1, 2019, after which time such jurisdictions must apply the standards in Government Code Section 65852.2(a) until a compliant local ordinance is adopted;

WHEREAS, the default state law standards with which the City must comply would be augmented by the adoption of the additional standards set forth in this Urgency Ordinance, thereby maximizing the little local regulation left for the City; and

WHEREAS, Government Code Sections 36934 and 36937 authorize the City Council to adopt an urgency ordinance for the immediate preservation of the public peace, health, or safety.

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

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

SECTION 2. Urgency Findings.

- A. Since the City's current ADU-related ordinance is null and void pursuant to the New State Laws, the City is allowed only to ministerially permit ADUs in accordance with the minimal standards set forth therein.
- B. The reliance on such minimal state law standards without the adoption of permitted local City regulations would enable the ministerial allowance of ADUs that may be detrimental to surrounding residences and divergent, from a zoning standards perspective, from previously permitted second units and future ADUs permitted in accordance with augmented local standards.
- C. The expeditious adoption of local ADU standards through this Urgency Ordinance would endure both compliance with the New State Laws and the implementation of local health and safety standards addressing health and safety concerns created by ADUs.

SECTION 3. The definition of "accessory dwelling unit," as set forth in Section 17.04.020 (Definitions) of Chapter 17.04 (Definitions) of Title 17 (Zoning) of the El Monte Municipal Code is hereby amended to read as follows:

"Accessory dwelling unit" or "ADU" means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. It shall include the following: (i) an efficiency unit, as defined in Health and Safety Code Section 17958.1; and (ii) a manufactured home, as defined in Health and Safety Code Section 18007.

SECTION 4. Section 17.04.020 (Definitions) of Chapter 17.04 (Definitions) of Title 17 (Zoning) of the El Monte Municipal Code is hereby amended by the addition of the following definition:

"Junior accessory dwelling unit" or "Junior ADU" means a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

SECTION 5. Section 17.06.070 (Accessory Building Regulations) of Chapter 17.04 (General Regulations) of Title 17 of the El Monte Municipal Code is hereby amended to read as follows:

17.06.070 - Accessory building regulations.

The regulations specified below shall apply to accessory buildings unless otherwise provided in this title:

- A. Height. Accessory buildings located in any residential zone shall not exceed one story and sixteen (16) feet in height.
- B. Floor area. Accessory buildings shall not exceed an area of eight hundred (800) square feet.
- C. Lot Coverage and Floor Area Ratio (FAR). The roofed area shall be included in the maximum lot coverage and the square footage shall be included in the maximum floor area of the accessory building. In addition, the lot coverage and square footage shall be included in the maximum lot coverage and FAR of the underlying zone.
- D. Location. Accessory buildings located in any residential zone shall not be located at a distance less than fifty (50) percent of the depth of the lot from the front property line, or fifty (50) feet, whichever is less.
- E. Setbacks. Accessory buildings located in any residential zone shall have a minimum side and rear yard setback of four (4) feet. On a corner lot, accessory buildings located in any residential zone shall have a minimum setback of ten (10) feet from the street side property line. For other zones, the setbacks shall meet the minimum required of that zone.
- F. Bathrooms and Other Plumbing. Bathrooms and plumbing for washer and dryer hookups are permitted as part of an accessory structure located in R-1A, R-1B and R-1C zones provided that all of the following conditions are met:
 - 1. The lot is a minimum of six thousand (6,000) square feet;
 - 2. The lot meets all required enclosed and open parking requirements;
 - 3. The bathroom does not contain a bathtub. Only a toilet, shower, and sink are permitted;
 - 4. The bathroom is a maximum of forty (40) square feet;
 - 5. The property is developed with only one single-family dwelling. The property may not be part of a Planned Residential Development, contain an accessory dwelling unit or junior accessory dwelling unit, or have a legal nonconforming guest house with a kitchen or bathroom;
 - 6. The structure is consistent with the design of the dwelling and complies with all other requirements of Section 17.06.070; and
 - 7. A covenant is signed and recorded against the property by the property owner stating that the structure will not be converted to an accessory dwelling unit or a sleeping/living quarter without obtaining necessary permits from the City and paying any required fees.

G. See Chapter 17.37 (Rurban Homestead Overlay District) of this title for additional standards and requirements for accessory buildings within the Rurban Homestead Overlay District (RHOD).

SECTION 6. Section 17.06.165 (Accessory Dwelling Units (ADUs)) of Chapter 17.06 (General Regulations) of Title 17 (Zoning) of the El Monte Municipal Code is hereby amended to read as follows:

17.06.165 - Accessory dwelling units (ADUs).

- A. Purpose. The accessory dwelling units (ADUs) regulations set forth in this Section 17.06.165 are established to comply with the state standards and requirements set forth in Section 65852.2 of the California Government Code and other applicable state laws. All provisions set forth in this Section 17.06.165 shall be subject to the applicable preemptive limitations set forth in such Government Code Section 65852.2. Unless stated other

- B. Accessory Dwelling Unit (ADU). As set forth in El Monte Municipal Code Section 17.04.020, an “accessory dwelling unit,” or ADU, means an attached or a detached residential dwelling unit which provides complete independent living facilities for one (1) or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. It shall include the following:
 - 1. an efficiency unit, as defined in California Health and Safety Code Section 17958.1; or
 - 2. a manufactured home, as defined in California Health and Safety Code Section 18007. A trailer, motor vehicle, or other recreational vehicle may not be used as an ADU or maintained as a habitable unit or living area on a residential of multifamily lot.

- C. Permitted Zones, Maximum Quantity and Minimum Lot Size:
 - 1. The following shall be ministerially permitted on any lot zoned to allow single-family or multifamily dwelling residential use and includes a proposed or existing dwelling, subject to the restrictions set forth in this Section 17.06.165 (notwithstanding Section 17.06.165(Z)):

Zoning	Existing Structures On-Site	# of ADUs permitted	# of Junior ADUs permitted
Single-family	Single-family structure	One ADU	One Junior ADU
Multifamily or non-multifamily	Single-family	One ADU	One Junior

that allows residential	structure		ADU
Single-family	Multifamily structure	Two detached ADUs and permit up to 25% of the existing multifamily units in each building to provide an ADU within the existing dwelling units, or one unit (whichever is greater) ^{1 2}	None
Multifamily or non-multifamily that allows residential	Multifamily structures		None

2. There shall be no minimum lot size to establish an attached ADU, attached Junior ADU or a detached ADU.
- D. Occupancy. For new construction, the primary dwelling shall receive a certificate of occupancy at the same time or prior to the ADU receiving a certificate of occupancy.
- E. Applications. The City shall ministerially, and without discretionary review or a hearing, act on the application to create an ADU or a Junior ADU within sixty (60) days from the date the City receives a completed application if there is an existing single-family or multifamily dwelling on the relevant lot. If the permit application to create an ADU or a Junior ADU is submitted with a permit application to create a new single-family dwelling on the relevant lot, the City may delay acting on the permit application for the ADU or the Junior ADU until the City acts on the permit application to create the new single-family dwelling, but the application to create the ADU or Junior ADU shall be considered without discretionary review or hearing.
- F. Fees/Utility Connections.
1. The property owner shall pay all applicable impact fees related to an ADU seven hundred fifty (750) square feet or larger, including but not limited to, parks, traffic, water and sewer impact fees. Such fees shall be charged proportionately in relation to the square footage of the primary dwelling unit.

¹ Multifamily structures that are proposed to be developed with an ADU within the units must still comply with the minimum size of dwelling units set forth in Sections 17.38.030(G), 17.40.020(G) and 17.42.020(G) of the El Monte Municipal Code.

² Portions of existing multifamily structures used as non-habitable space (such as boiler rooms, storage rooms, attics, basements, garages) may be converted into ADUs.

2. No new or separate utility connection or related fees or capacity charges shall be required for an ADU described in Section 17.06.165(Z)(1)(a) unless such ADU was constructed with a new single-family dwelling.
3. For ADUs not described in Section 17.06.165(Z)(1)(a), a new or separate utility connection may be required and related fees or capacity charges shall be proportionate to the burden of the proposed ADU based upon either its square feet or number of its drainage fixture unit ("DFU") values, upon the water or sewage system. Such fees or charges shall not exceed the reasonable cost of providing service.

G. Zoning Clearance. Proposed ADUs shall be subject to zoning clearance review under El Monte Municipal Code Chapter 17.18.

H. Design.

1. The architectural design and color of an ADU shall be similar and compatible to the architectural design and color of the existing single-family dwelling on the same lot.
2. All ADU exterior designs shall be compatible with the main dwelling unit in term of architectural style, building forms, materials used, color, exterior finishes, roof forms, and style of windows/doors. The ADU must retain the appearance of a single-family dwelling and shall be integrated into the design of the existing primary dwelling unit on the property.
3. All ADU façade elevations that are visible from the public right-of-way must provide windows or other architectural features that are compatible with the existing primary dwelling unit.
4. All ADUs shall comply with all design guidelines adopted by the city.
5. For attached ADUs, the entrance shall be located on the side or rear of the primary dwelling and whenever possible. The additional entrance is prohibited from being located on the front of the primary dwelling unit, facing the public right-of-way.
6. For ADUs converted from a garage, the garage door must be removed and replaced with windows and/or other design features that are consistent with the overall architectural design of the ADU and the primary dwelling unit. In addition, a four (4) foot wide planter shall be installed between the ADU and any driveway.
7. For new ADUs attached to a garage, there shall be no direct access from the garage to the ADU.
8. The same design standards outlined above shall also apply to ADUs developed on a lot with multifamily dwellings.

- I. Building, Fire and Other Codes. All ADUs shall comply with all provisions of the Municipal Code pertaining to the adequacy of water, sewer, electrical, drainage, and fire and emergency services to the property on which the ADU will be located as well as all applicable codes pertaining to building, fire, health, and/or safety.
- J. Configuration. An ADU may be either attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas, or similar uses, or an accessory structure or detached from the proposed or existing primary dwelling and located on the same lot as the existing dwelling.
- K. Unit size.
 1. The maximum square footage for an attached Junior ADU shall be five hundred (500) square feet.
 2. The total square footage of an attached ADU shall not exceed fifty percent (50%) of the existing or proposed primary dwelling.
 3. The maximum square footage for an attached or detached ADU shall be eight hundred fifty (850) square feet for an ADU that is a studio or one (1) bedroom and one thousand (1,000) square feet for an ADU with two (2) bedrooms.
 4. Notwithstanding Section 17.06.165(K)(2) and (K)(3), above, and as required under state law, an efficiency unit, meeting the criteria defined in Health and Safety Code Section 17958.1 shall be permitted. For purposes of this Section 17.06.165(K)(4), an efficiency unit is a unit for occupancy by no more than two (2) persons which has a minimum floor area of one hundred fifty (150) square feet and which may also have partial kitchen or bathroom facilities. (Health & Saf. Code, § 17958.1.)
 5. Unless otherwise limited by state law, an ADU shall have no more than two (2) bedrooms.
- L. Lot Coverage and Floor Area Ratio (FAR). The roofed area shall be included in the maximum lot coverage and the square footage shall be included in the FAR limits of the underlying zone.
- M. Density. ADUs shall not exceed the maximum allowable density identified in the City's General Plan for the lot in which the ADU is proposed. However, an ADU unit that conforms to this Section 17.06.165 shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot.

- N. Building Height. A detached ADU shall not exceed a height of sixteen (16) feet.
- O. Minimum Structure Separation for a Detached ADU. A minimum ten (10) foot separation must be maintained between a detached ADU and single-family dwelling.
- P. Setbacks. The minimum interior side yard and rear yard setback for a detached ADU shall be four (4) feet, unless the ADU is:
1. Converted from an existing legal or legal non-conforming structure; or
 2. A new structure constructed in the same location and to the same dimensions as an existing legal or legal non-conforming structure.
- Q. Parking.
1. One (1) parking space shall be required for each ADU bedroom or ADU unit, whichever is less. Such required parking shall supplement additional parking requirements for the existing dwelling. Such parking may be provided as tandem parking on an existing driveway.
 2. When a garage, carport, or covered parking structure is demolished, or required parking otherwise ceases to exist, in conjunction with the construction of an ADU, replacement of the lost off-street covered parking shall not be required to be replaced.
 3. The parking standards set forth above in Section 17.06.165(Q)(1) shall not apply to ADUs in any one of the following circumstances:
 - a. The ADU is located within one-half (1/2) mile of public transit. For purposes of this Section 17.06.165, "public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public;
 - b. The ADU is located within an architecturally and historically significant historic district;
 - c. The ADU is part of the proposed or existing primary residence or an accessory structure;
 - d. When on-street parking permits are required but not offered to the occupant of the ADU; or
 - e. When there is a car share vehicle located within one (1) block of the ADU.

- R. Driveways. A property developed with an ADU, whether located on a corner lot or an interior lot may only maintain one driveway approach and one driveway. When a property is accessible by both a public street and a public alley right-of-way at the rear or side property line, one additional driveway opening may be maintained only from the alley right-of-way.
- S. Sprinklers. ADUs shall not be required to install fire sprinklers if they are not required for the existing single-family dwelling.
- T. Nonconforming Zoning Conditions. The correction of nonconforming zoning conditions shall not be required as a condition for ministerial approval of a permit application for the creation of an ADU or a Junior ADU.
- U. Rental Term. Any rental of any ADU created pursuant to this Section 17.06.165 shall be for a duration longer than thirty (30) consecutive calendar days.
- V. Request for Delay of Building Enforcement. Subject to compliance with California Health and Safety Code Section 17980.12, upon request by an owner of an ADU owner, the City shall delay enforcement of building standards for five (5) years if not necessary to protect health and safety for:
1. Any ADU built before January 1, 2020; or
 2. Any ADU built on or after January 1, 2020 before adoption of Urgency Ordinance No. ____ and approval thereof by State HCD if such request is made after adoption of such Urgency Ordinance No. ____ and approval thereof by State HCD.
- W. Separate Conveyance of ADUs Prohibited. No ADU may be sold or otherwise conveyed separate from the primary residence.
- X. Owner Occupancy Requirement: Junior ADUs and ADUs.
1. Junior ADU: Either the existing primary dwelling or Junior ADU on a lot shall be occupied by the owner of the primary residence, unless the owner is another governmental agency, land trust, or housing organization. A covenant shall be signed and recorded against the property by the property owner stating that the existing primary dwelling or Junior ADU will be occupied by the property owner.
 2. All other ADUs: Effective January 1, 2025, either the existing primary residence or ADU on a lot shall be occupied by the owner of the primary residence. Such restriction shall apply to ADUs permitted as of January 2, 2025.

- Y. Other Development Standards. For all other development standards not specified in Sections 17.06.165(A) through 17.06.165(X), the development standards of the base zoning shall apply.
- Z. Exempt Units. Notwithstanding any development standard or other limitation set forth in Sections 17.06.165(A) through 17.06.165(X), the City shall ministerially approve an application for a building permit within a residential or mixed-use zone to create any of the following units:
1. Single-Family.
 - a. One (1) internal ADU (internal to the existing or proposed single-family dwelling or existing accessory structure) or Junior ADU per lot with a proposed or existing single-family dwelling, if all of the following apply:
 - i. The ADU or Junior ADU is within the square footage of a proposed single-family dwelling, or within the square footage of an existing single-family dwelling or existing accessory structure.
 - ii. For an existing accessory structure, an addition of up to one hundred and fifty (150) square feet may be permitted beyond the physical dimensions of the existing accessory structure. Any such addition shall be limited to accommodating ingress and egress.
 - iii. The maximum square footage for the attached ADU shall not exceed eight hundred (800) square feet or fifty percent (50%) of the existing or proposed single-family dwelling, whichever is less.
 - iv. The minimum interior side and rear yard setbacks shall be sufficient for fire and safety.
 - v. The attached ADU or Junior ADU shall have exterior access from the proposed or existing single-family dwelling.
 - vi. The Junior ADU complies with the requirements of California Government Code Section 65852.22.
 - b. One (1) detached, new construction, ADU per lot with a proposed or existing single-family dwelling, if all of the following apply:
 - i. The minimum interior side yard and rear yard setbacks shall be four (4) feet.
 - ii. The maximum square footage for the ADU shall be eight hundred (800) square feet.
 - iii. The maximum height of the ADU shall be sixteen (16) feet.

iv. The ADU may be combined with a Junior ADU described in Section 17.06.165(Z)(1)(a)(i) above.

2. Multifamily, including multifamily in mixed-use zones:

a. Attached ADUs to an existing multifamily building:

- i. Multiple ADUs within portions of existing multifamily structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, provided each unit complies with state building standards for dwellings.
- ii. ADUs equal to a maximum of twenty-five (25%) percent of the units within an existing multifamily building, with a minimum of one (1) ADU per building. Fractions shall be rounded down to the nearest whole number.

b. Detached ADUs on a lot with existing multifamily units:

- i. A maximum of two (2) ADUs shall be permitted.
- i. The maximum square footage for the ADU shall be eight hundred (800) square feet.
- ii. The maximum height of the ADU shall be sixteen (16) feet.
- iii. The minimum interior side yard and rear yard setbacks shall be four (4) feet.

SECTION 7. Section 17.06.085 (Floor Area Ratio) of Chapter 17.06 (General Regulations) of Title 17 (Zoning) of the El Monte Municipal Code is hereby amended to read as follows:

17.06.085 - Floor area ratio.

The maximum gross floor area for a single-family dwelling or for any buildings used for dwelling purposes when located on any lot or parcel, excluding garage and similar accessory structures, shall not exceed the floor area ratio specified in the following subsection:

A. Maximum allowable floor area ratio in specified zone:

R1-A, R1-B, R-1C and RHOD	=	0.35 for properties with a lot size of up to 10,000 square feet; 0.30 or 3,500 square feet, whichever is greater, for properties with a lot size of 10,001 to 15,000 square feet; 0.25 for 4,500 square feet, whichever is greater, for properties with a lot size of 15,001 to 20,000 square feet; and
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		0.20 or 5,000 square feet, whichever is greater, for properties with a lot size of 20,001 square feet or greater.
R-2	=	0.35 for lots less than 10,000 square feet; and 0.40 for lots greater than 10,000 square feet
R-3	=	0.35 for lots less than 9,500 square feet; 0.40 for lots greater than 9,500 square feet
R-4	=	0.35 for lots less than 9,500 square feet; 0.40 for lots greater than 9,500 square feet

SECTION 8. Section 17.06.090 (Lot Coverage) of Chapter 17.06 (General Regulations) of Title 17 (Zoning) of the El Monte Municipal Code is hereby amended to read as follows:

17.06.090 – Lot coverage.

The maximum coverage of all buildings and structures on a lot shall not exceed the lot coverage specified as follows:

R1-A	=	35 percent
R1-B	=	35 percent
R1-C and RHOD	=	35 percent
R-2	=	40 percent
R-3	=	45 percent
R-4	=	45 percent

SECTION 9. Section 17.08.090 (Parking Requirements for Specific Land Uses) of Chapter 17.08 (Parking Requirements) of Title 17 (Zoning) of the El Monte Municipal Code is hereby amended to read as follows:

Section 17.08.090 – Parking requirements for specific land uses.

Residential use:	
R-1A, R-1B & R-1C	Two (2) parking spaces within a fully enclosed garage. One (1) additional open parking space is required for a dwelling unit with a gross floor area greater than 2,000 square feet or having more than

	four (4) bedrooms. For units with more than four bedrooms, one (1) open parking space shall be required for each bedroom after the first four bedrooms.
RHOD	Two (2) parking spaces within a fully enclosed garage. One (1) additional open parking space is required for a dwelling unit with a gross floor area greater than 2,000 square feet or having more than four bedrooms. For units with more than four bedrooms, one (1) open parking space shall be required for each bedroom after the first four bedrooms.
R-2, R-3, R-4	Two (2) parking spaces within a fully enclosed garage for the first 1,200 square feet of gross floor area. Additional parking spaces are required at a rate of 1 space per each additional 300 square feet of gross floor area or portion thereof. For multi-family developments of 10 or more units in R-3 and R-4 zones, ten (10) percent of the total required parking shall be reserved for guest parking.
Senior housing	1.0 spaces per unit for developments of 30 units or less. For developments of 31 units or more, the parking shall be 0.5 spaces per dwelling unit, or 30 space, whichever is greater. For developments of 10 or more units, ten (10) percent of the total required parking shall be reserved for guest parking.
Very low and low income housing units	1.0 space per very low or low income unit. This parking ratio only applies to those units which are designated for very low or low income. For developments of 10 or more units, ten (10) percent of the total required parking shall be reserved for guest parking.
All residential types	Furthermore, for all residential zones all garages shall have an automatic garage door opener. For single-family homes, either on separate lots or within a planned development, the additional spaces may be located on the garage apron for the dwelling unit provided that the space does not interfere with the common driveway and each additional space is a minimum of 9 feet wide and twenty (20) feet deep.
Non-residential uses:	
Auditorium/multi-purpose room	1 space per 75 square feet of usable assembly area.
General retail/office	1 space per 250 square feet of floor area for the first 20,000 square feet of gross floor area, 1 space per 400 square feet of floor area for the next 30,000 square feet of gross floor area and 1 space per 500 square feet of floor area after the first 50,000 square feet.
Group occupancies	1 space per 2 guest rooms in rooming houses and dormitories.
Health institution	1 space per 500 square feet of gross floor area for office/administrative

	use plus 0.5 spaces per bed, for hospitals, sanitariums, convalescent homes and homes for the aged.										
Hotel/motel	1 space shall be provided for each living or sleeping unit of each auto court, tourist court, motel, hotel or other transient occupancy.										
Indoor entertainment	1 space per 3 seats for movie theaters or 1 space per 75 square feet of usable floor area for other uses where no fixed seating is provided (dance halls, clubs, etc.)										
Industrial/warehouse	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Square Feet of GFA</th> <th style="width: 40%;">Parking Ratio</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Up to 5,000</td> <td style="text-align: center;">1 to 400 = 13</td> </tr> <tr> <td style="text-align: center;">5,001 to 10,000</td> <td style="text-align: center;">1 to 500 = 10</td> </tr> <tr> <td style="text-align: center;">10,001 to 25,000</td> <td style="text-align: center;">1 to 750 = 20</td> </tr> <tr> <td style="text-align: center;">25,001 and up</td> <td style="text-align: center;">1 to 1,500</td> </tr> </tbody> </table>	Square Feet of GFA	Parking Ratio	Up to 5,000	1 to 400 = 13	5,001 to 10,000	1 to 500 = 10	10,001 to 25,000	1 to 750 = 20	25,001 and up	1 to 1,500
	Square Feet of GFA	Parking Ratio									
	Up to 5,000	1 to 400 = 13									
	5,001 to 10,000	1 to 500 = 10									
10,001 to 25,000	1 to 750 = 20										
25,001 and up	1 to 1,500										
Industrial/warehouse (continued)	(This is a cumulative requirement: for example a 25,000 sq. ft. building requires $13 + 10 + 20 = 43$ spaces)										
	(Offices not occupying more than 25% of the total floor area are counted as industrial/warehouse space)										
Off-street loading	For nonresidential uses, one 15-foot by 25-foot space shall be required for every building over 25,000 square feet, 1 full size loading space (15 feet wide, 40 feet long with a 14-foot clearance) per 25,000 square feet of gross floor area shall be required. Full size loading spaces shall be screened from view of adjacent streets.										
On-sale liquor establishment	1 space per 50 square feet of gross floor area.										
Outdoor display	1 space per 2,500 square feet of open area devoted to display, rental or sales. A minimum of 2 off-street spaces shall be required. This requirement applies, but is not limited to, plant nurseries, garden centers, equipment rentals and contractor storage yards.										
Religious institution	1 space per 40 square feet of main assembly area. Additional spaces are required at a rate of 1 space per additional 250 square feet of gross floor area or portion thereof.										
Restaurant	1 space per 150 square feet of gross floor area.										
Self-storage	Parking shall be provided along 30-foot-wide parking/driving lanes adjacent to the storage buildings and a minimum of 10 spaces adjacent to the leasing office.										

Vehicle related uses:	
Auto repair	1 space per 300 square feet of gross floor area.
Auto sales/leasing	1 space per 500 square feet of gross floor area of building plus 1 space per 2,500 square feet of outdoor display and storage area.
RVs and related	1 space per 500 square feet of gross floor area plus 1 space per 2,500 square feet of outdoor display and storage area.

SECTION 10. CEQA. This Urgency Ordinance implements the provisions of Government Code Section 65852.2 and is therefore exempt from the California Environmental Quality Act pursuant to Public Resources Code Section 21080.17 and California Code of Regulations, Title 14, Chapter 3, Section 15282(h).

SECTION 11. Inconsistent Provisions. Any provision of the El Monte Municipal Code or appendices thereto inconsistent with the provisions of this Urgency Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Urgency Ordinance.

SECTION 12. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Urgency Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Urgency Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 13. Construction. The City Council intends this Urgency Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Urgency Ordinance shall be construed in light of that intent. To the extent the provisions of the El Monte Municipal Code as amended by this Urgency Ordinance are substantially the same as the provisions of that Code as it read prior to the adoption of this Urgency Ordinance, those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 14. Effective Date and Transmittal to the State. This Urgency Ordinance is enacted pursuant to the authority conferred upon the City Council of the City of El Monte by Government Code sections 36934 and 36937 and shall be in full force and effect upon its adoption by a four-fifths (4/5) vote of the City Council. The City Clerk is hereby directed to transmit this Urgency Ordinance to the California Department of Housing and Community Development within sixty (60) days of adoption of this Urgency Ordinance, pursuant to Government Code Section 65852.2(h).

PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at the regular meeting of this 14th day of January, 2020.

André Quintero
Mayor of the City of El Monte

ATTEST:

Catherine A. Eredia
City Clerk of the City of El Monte

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

I, Catherine A. Eredia, City Clerk of the City of El Monte, hereby certify that the foregoing Urgency Ordinance No. _____ was passed and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 14th day of January, 2020 and that said Urgency Ordinance was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Catherine A. Eredia, City Clerk

ATTACHMENT 2

**TABLE OF CITY'S CURRENT ORDINANCE,
STATE REQUIREMENTS AND
CITY'S PROPOSED ORDINANCE**

**CITY'S CURRENT ORDINANCE,
NEW STATE REGULATIONS, AND
CITY'S PROPOSED ORDINANCE**

	CITY'S CURRENT ORDINANCE	NEW STATE REGULATIONS	PROPOSED URGENCY ORDINANCE
Permitted Zones:	ADUs only permitted in single-family zones.	Permit ADUs in all zones that permit residential developments.	Permit ADUs in all zones that permit residential developments.
Density:	No reference to density.	Proposed units that do not comply with density shall still be consistent with the General Plan.	Proposed units that do not comply with density shall still be consistent with the General Plan.
Number of ADUs on a lot:	A maximum of one ADU permitted on a lot. ADUs not permitted if lot is already developed with more than one single-family dwelling.	Permit one detached ADU on a lot. Also permit one attached ADU or Junior ADU on a lot.	Permit one detached ADU on a lot. Also permit one attached ADU or Junior ADU on a lot.
Lot size:	Minimum lot size of 6,000 sf.	No minimum lot size.	No minimum lot size.
Owner Occupancy:	Covenant stating the owner must live in the main dwelling or ADU.	For Junior ADUs, owner shall occupy the main dwelling or Junior ADU. No owner occupancy requirement for other ADUs until 2025.	For Junior ADUs, owner shall occupy the main dwelling or Junior ADU. No owner occupancy requirement for other ADUs until 2025.
Height:	Permit a maximum height of 25 feet for ADUs constructed over a garage. Permit a maximum height of 15 feet in all other circumstances.	Permit a <u>minimum</u> height of 16 ft for detached ADUs.	Permit a <u>maximum</u> height of 16 ft for detached ADUs.
Setbacks:	ADU must comply with same setbacks as main dwelling. ADU must be set back a minimum 10 feet from street corner side yard.	Permit a minimum side yard and rear yard setback of at least 4 ft.	Permit a minimum interior side yard and rear yard setback of 4 ft.
Building Separation:	10 ft.	Not specified.	No change from existing Ordinance.
Review time:	Ministerially within 120 day	Ministerially within 60 days	Ministerially within 60 days

	CITY'S CURRENT ORDINANCE	NEW STATE REGULATIONS	PROPOSED URGENCY ORDINANCE
Application Type:	Zoning Clearance and Building Permit required	Does not specify	No change from existing Ordinance
Impact Fees:	Impact fees shall be charged at the same rate as a multi-family dwelling.	Impact fees cannot be charged for an ADU less than 750 sf in size. For ADUs greater than 750 sf, impact fees shall be charged in proportion of the ADUs square footage compared to the primary dwelling's square footage.	No impact fees for ADUs less than 750 sf. For ADUs greater than 750 sf, impact fees shall be charged proportionately in relation to the square footage of the primary dwelling unit.
ADU & Junior ADU Size:	Maximum of 800 sf permitted (for ADUs, Junior ADUs not defined). Maximum of 2 bedrooms permitted.	Permit a <u>minimum</u> of 850 sf for a studio or 1 bedroom ADU. Permit a <u>minimum</u> of 1,000 sf for a 2+ bedroom ADU. Permit a <u>maximum</u> of 500 sf for a Junior ADU.	Permit a <u>maximum</u> of 850 sf for a studio or 1 bedroom ADU and 1,000 sf for a 2 bedroom ADU. <u>Maximum</u> of 2 bedrooms permitted. Permit a <u>maximum</u> of 500 sf for a Junior ADU.
ADU Size in Relation to Primary Dwelling:	An attached ADU shall not exceed 50% of the sf of the existing dwelling or 800 sf, whichever is less.	An attached ADU shall not exceed 50% of the sf of the existing dwelling.	An attached ADU shall not exceed 50% of the sf of the existing dwelling.
Separate Ownership:	Prohibit ADUs from being sold separately from the primary dwelling.	<u>Allows</u> ADUs to be sold separately from the primary dwelling.	No change from existing Ordinance.
Parking:	1 parking space shall be required for each ADU bedroom or unit, whichever is greater. Off-street parking may be provided in tandem. If a garage or carport is demolished in conjunction with the construction of an ADU, the same amount of replacement <u>shall be</u> provided on-site.	1 parking space shall be required for each ADU bedroom or unit, whichever is greater. Off-street parking may be provided in tandem. If a garage or carport is demolished in conjunction with the construction of an ADU, the local agency <u>shall not</u> require that those off-street parking spaces be replaced.	1 open parking space shall be required for each ADU bedroom or unit, whichever is greater. Off-street parking may be provided in tandem. If a garage or carport is demolished in conjunction with the construction of an ADU, the local agency <u>shall not</u> require that those off-street parking spaces be replaced.
Parking for Projects near Transit:	Parking requirements shall not apply if within 0.5 miles of transit.	0.5 mile distance clarified as the path of travel from a transit stop.	No change from existing Ordinance.

	CITY'S CURRENT ORDINANCE	NEW STATE REGULATIONS	PROPOSED URGENCY ORDINANCE
Multi-family Projects:	ADUs prohibited in all multi-family projects.	<p>Non-habitable areas such as storage rooms and boiler rooms can be converted to ADUs, subject to meeting all Building Code standards.</p> <p>Attached ADIs can be constructed at a rate of 25% the total number of units in a building (e.g. if a building has 16 units, then 4 ADUs can be added).</p> <p>A maximum of 2 detached ADUs can be constructed.</p>	<p>Non-habitable areas such as storage rooms and boiler rooms can be converted to ADUs, subject to meeting all Building Code standards.</p> <p>Attached ADIs can be constructed at a rate of 25% the total number of units in a building (e.g. if a building has 16 units, then 4 ADUs can be added).</p> <p>A maximum of 2 detached ADUs can be constructed.</p>
Restrictions:	<p>ADUs prohibited in the following circumstances:</p> <ul style="list-style-type: none"> • PRDs • Along private streets • Flag lots • Condo projects 	Does not specify any circumstance where an ADUs can be prohibited.	ADU needs to meet City's Ordinance, or comply with standards listed under "Exempt" ADUs.
"Exempt" ADUs that cannot meet above mentioned standards:	ADUs shall not be permitted if they do not meet the City's Ordinance.	<p>Notwithstanding the standards outlined above, the local agency must permit:</p> <p>An attached ADU or Junior ADU within the square footage of an existing or proposed dwelling.</p> <p>A detached ADU within the foot print of an existing accessory structure, with a maximum addition of 150 sf.</p> <p>A new construction detached ADU, which may limit the size to 800 sf, 16 ft in height and 4 ft side and rear yard setbacks.</p> <p>A new construction detached ADU can be combined with a Junior ADU as outlined above.</p>	<p>Notwithstanding the standards outlined above, the following must be permitted:</p> <p>An attached ADU or Junior ADU within the square footage of an existing or proposed dwelling or a detached ADU within the footprint of an existing accessory structure, (<u>maximum</u> 150 sf addition).</p> <p>A new construction detached ADU with a <u>maximum</u> 800 sf in area, <u>maximum</u> 16 ft in height and <u>minimum</u> 4 ft side and rear yard setbacks.</p> <p>A new construction detached ADU can be combined with a Junior ADU as outlined above.</p>
Other		Not specified.	Other development standards shall follow the base zone.

ATTACHMENT 3

**LETTER FROM CALIFORNIANS FOR HOMEOWNERSHIP AND
STAFF RESPONSES TO LETTER**

STAFF RESPONSES TO LETTER

- Comment 1) Recommended change implemented.
- Comment 2) This section of Ordinance clarified, to reflect recommended change.
- Comment 3) Mention of street yard setbacks removed.
- Comment 4) This section of Ordinance clarified, to reflect recommended change.
- Comment 5) Recommended change implemented.
- Comment 6) This section of Ordinance clarified, to reflect recommended change.
- Comment 7a) Recommended change implemented.
- Comment 7b) Mention of street yard setbacks removed.
- Comment 7c) Recommended change implemented.
- Comment 7d) Staff believes it **was not** the intent of the State Bill to allow an “exempt” Accessory Dwelling Units with no size limitation. Staff finds it has the ability to include a reasonable regulation (in this case, the ADU would follow the same size limitation from the State Bill for new detached ADUs).
- Comment 7e) Mention of street yard setbacks removed.
- Comment 8) The conversion or construction of an ADU will require approval of Zoning Clearance. This is the same process all other ministerial projects in the City of El Monte. The Zoning Clearance will also be used as a way for staff to track the various deadlines outlined in the State Bills. Because of due process, any staff decision can be appealed to the Director, Planning Commission, etc.



January 14, 2020

VIA EMAIL

City Council
City of El Monte
11333 Valley Blvd.
El Monte, CA 91731
Email: citycouncil@elmonteca.gov

RE: January 14, 2020 City Council Meeting, Agenda Item 13.2

To the City Council:

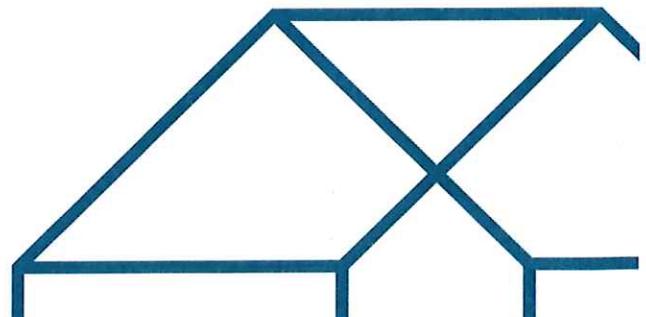
Californians for Homeownership is a 501(c)(3) non-profit organization devoted to using legal tools to address California's housing crisis. I am writing as part of our work monitoring local compliance with California's laws regarding accessory dwelling units (ADUs).

At your January 14 meeting, you will discuss an urgency ordinance intended to address recent changes to state ADU law. These changes broadly overhaul the rules regarding ADUs, and they nullify any local ordinance that does not strictly comply with their requirements.¹ If the City adopts a compliant ordinance, it will be able to maintain certain controls on ADU development.

Unfortunately, the draft ordinance requires extensive changes to be compliant with state law. As drafted, in certain respects, the ordinance appears designed to undermine the important housing production goals of the state ADU laws. Indeed, it appears to start from a compliant template ordinance but then goes completely off the rails, adding various unlawful restrictions. If you adopt this ordinance as drafted, the City's ADU regulations will be null and void, in their entirety, and the City will be required to approve ADUs under permissive state law standards only. The City would also be at serious risk of litigation by our organization or another housing-focused impact litigation nonprofit. We urge the City to go back to the drawing board and delay action on this item until it has had the time to develop a compliant ordinance. Our concerns include:

- The draft ordinance limits ADUs to "residential zone[s]," except for ADUs permitted under Government Code Section 65852.2(e)(1), which it additionally allows in mixed-use zone. This is impermissibly narrow. A standard ADU (permitted under Section 65852.2(a)) must be allowed in any area "zoned to allow single-family or multifamily dwelling residential use." Gov.

¹ A previous version of AB 68 provided that a conflicting local ordinance would be "null and void to the extent of such conflict." That provision was struck from the final bill, which provides for complete invalidation.



January 14, 2020

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Code § 65852.2(a)(1) (emphasis added). This means that standard ADUs must be allowed in mixed-use or commercial zones that allow residential use.

2) • The draft ordinance contains unclear language that could be interpreted to prohibit ADUs that exceed the underlying density limits in the City's General Plan. This is prohibited; indeed, the entire point of the state ADU laws is to allow homeowners to exceed local density restrictions. *See* Gov. Code § 65852.2(a)(3) ("An accessory dwelling unit that conforms to this subdivision shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot. The accessory dwelling unit shall not be considered in the application of any local ordinance, policy, or program to limit residential growth."). The language in the draft ordinance should be deleted or clarified.

3) • The proposed "street side yard" setback is unlawful. For an ADU that is not a conversion of an existing structure (or a re-build in the same location as an existing structure), the maximum side setbacks are four feet. Gov. Code § 65852.2(a)(1)(D)(vii). This rule applies to all side setbacks, not just those that the City deems appropriate. The City must also exempt existing structures and rebuilds from all setback limits, not just the rear and side setbacks. *Id.* ("No setback shall be required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit, . . .").

4) • The draft ordinance applies the City's ordinary lot coverage and floor area ratio standards without providing the exception for an 800 square foot ADU required by Government Code Section 65852.2(c)(2)(C). This exception is separate and apart from the special treatment for certain detached ADUs under Government Code Section 65852.2(e)(1)(B).

5) • The draft ordinance prohibits the placement of required parking for the ADU in setback areas without making the specific findings required by Government Code Section 65852.2(a)(1)(D)(x)(II). The City has given no rational explanation for why locating ADUs in setback areas is "not feasible based upon specific site or regional topographical or fire and life safety conditions," nor could it. It is ridiculous to suggest that parking in setback areas somehow impacts fire safety for a typical lot in the City. This is a transparent attempt to maintain the City's aesthetic preferences, which have been preempted by state law.

6) • The owner occupancy provision in the draft ordinance is confusing, because it can be read to impose an owner occupancy requirement on ADUs starting in 2025, even if those ADUs are permitted before 2025. This is prohibited. *See* AB 881 (Bloom) § 2.5 (language effective January 1, 2025, mandating that going forward "a local agency shall not impose an owner-occupant requirement on an accessory dwelling unit permitted between January 1, 2020, to January 1, 2025, during which time the local agency was prohibited from imposing an owner-occupant requirement."). This language should be made clearer to avoid confusion.

7) • The draft ordinance properly provides the mandatory "exempt unit" approvals

January 14, 2020

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applicable to the categories of ADUs listed in Government Code Section 65852.2(e)(1), through proposed Municipal Code Section 17.06.165(Y). But the provision is inconsistent with state law. The City must permit these units without applying any local development standards other than those specifically enumerated in Section 65852.2(e). The City cannot, as it proposes, add a slew of additional limitations. The improper additional limitations in the draft ordinance include:

a) ○ The requirement that an ADU under Section 65852.2(e)(1)(A) be located within the main dwelling. The City must additionally allow these units within an “accessory structure,” as that term is defined in state law.

b) ○ The limitations on the permitted addition of 150 square feet for an ADU under Section 65852.2(e)(1)(A), such as the requirements for meeting the front and side yard setbacks. These are unauthorized and must be deleted.

c) ○ The requirement that an ADU or JADU under Section 65852.2(e)(1)(A) be located on the first level of the dwelling. This is unauthorized and must be deleted.

d) ○ The size limit on an ADU under Section 65852.2(e)(1)(A). Under state law, no size limits apply to these units, and this requirement must be removed.

e) ○ The application of front and street side yard setbacks to ADUs under Section 65852.2(e)(1)(B) or (D). These are unauthorized and must be deleted.

8) • The draft ordinance requires standard ADUs to go through the City’s normal zoning clearance process, which includes a provision for an appeal and hearing before the Planning Commission. Because these ADUs must be permitted without discretionary review or a hearing, the City must exempt them from this appeal process. *See* Gov. Code § 65852.2(a)(3).

This draft ordinance is deeply problematic. Do not adopt it.

We request that you include us on the notice list for all future public meetings regarding the City’s ADU policies, and we request that this letter be included in the correspondence file for those meetings.

Sincerely,



Matthew Gelfand

cc: Alma K. Martinez, City Manager (by email to amartinez@elmonteca.gov)
Betty Donavanik, Comm. & Econ. Dev. Dir. (by email to bdonavanik@elmonteca.gov)
Rick R. Olivarez, Esq., City Attorney (by email to rolivarez@omlowlaw.com)



CITY OF EL MONTE
COMMUNITY AND ECONOMIC DEVELOPMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF FEBRUARY 4, 2020

January 29, 2020

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

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL OF RESOLUTION APPROVING AMENDMENTS TO: (1) A 28 DWELLING UNIT DISPOSITION, DEVELOPMENT AND AFFORDABLE RENTAL HOUSING LOAN AGREEMENT (EL MONTE METRO VETERAN HOUSING, LP) AND (2) A 25 DWELLING UNIT DISPOSITION, DEVELOPMENT AND AFFORDABLE RENTAL HOUSING LOAN AGREEMENT (EL MONTE METRO FAMILY HOUSING, LP) REGARDING A 53 DWELLING UNIT "HYBRID PROJECT" 4%/9% AFFORDABLE RENTAL HOUSING TAX CREDIT DEVELOPMENT BY AFFILIATES OF THE CESAR CHAVEZ FOUNDATION

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt a resolution (ATTACHMENT 1) approving both Amended and Restated Disposition, Development and Affordable Rental Housing Loan Agreements for a 53 dwelling unit "hybrid project" 4%/9% affordable rental housing development.

BACKGROUND

A severe shortage of affordable rental housing exists in California and Los Angeles County, in particular. The 53 dwelling unit affordable rental housing project (the "Project") proposed by the Cesar Chavez Foundation, a California non-profit corporation ("CCF") for the El Monte Trolley Station site (the "Site") is intended to help alleviate such acute rental housing shortage.

The CCF proposal for a local contribution to addressing this state-wide challenge includes an innovative 4%/9% "hybrid project" financing program, as described below.

In March 2018, the City entered into a transit oriented development feasibility study agreement with CCF and Magellan Value Partners LLC, a California limited liability company and the study area includes certain City-owned lands adjacent to the El Monte Metrolink Station (commuter rail station on the San Bernardino Line) at the intersection of Railroad Street and Center Avenue. As a result of the studies and preliminary design and financing assessments of the City-owned lands adjacent to the El Monte Metrolink Station, the City has:

- Authorized CCF to submit a response to Community Development Commission/Housing Authority of the County of Los Angeles ("LACDA") NOFA-24A in October 2018 and adopted City Council Resolution No. 916, dated October 16, 2018 identifying the Project as eligible for tax exempt mortgage revenue bond financing; and
- Based upon an award in January 2019 of \$6,750,000 in loan funds and affordable rental housing vouchers to CCF by the LACDA to the October 2018 CCF NOFA-24A proposal, the City Council adopted its Resolution No. 9948, dated February 5, 2019 authorizing Los Angeles County to issue tax exempt multi-family mortgage revenue bonds for "Project "A." Project "A: is now referred to as the "El Monte Metro Veteran Housing Project" (28 dwelling units total, including one (1) dwelling unit reserved for the on-site manager of the El Monte Metro Family Housing Project);
- Prepared environmental impact assessment documents on CEQA/NEPA exemption documents for the Project (El Monte Metro Veteran Housing Project and El Monte Metro Family Housing Project and the temporary relocation of the El Monte Trolley Station);
- Obtained the consent of the Los Angeles County Metropolitan Transportation Authority ("Metro") for the repayment of the City Proposition "A" and Proposition "C" Local Return Funds under the Metro Proposition "A" and Proposition "C" Local Return Guidelines (2007 Edition) from certain Residual Receipts payments by the Developer from the Project;
- The Planning Commission has approved the design elements and City development entitlement for this Project;
- Conducted reviews and analysis of the proposed Project financing; and
- Adopted Resolution No. 9983, approving both Project Disposition, Development and Affordable Rental Housing Loan Agreements and authorizing CCF and its affiliates, El Monte Metro Veteran Housing, LLC (now effectuated by El Monte Metro Veteran Housing, LP as general partner) and El Monte Metro Family Housing, LLC (now effectuated by El Monte Metro Family Housing, LP as general partner).

The Project will be developed on the Site which includes approximately 29,751 square feet of land. The Site is owned by the City and a portion of the Site was acquired by the City in 1956 and the remaining area of the Site was acquired by the City between 1994

and 1995 using a combination of City CDBG funds, City Proposition "A" and City Proposition "C" Local Return funds along with certain Metro grant funds.

Project Funding Sources

On January 29, 2019, the Developer received notification that the Project had been awarded an allocation of \$6,750,000.00 in Mental Health Housing Program (MHHP) Funds targeting Homeless Veterans Funds and 27 Veterans Affairs Supportive Housing Project-Based Vouchers (PBVASH) from the LACDA. The Developer shall utilize such LACDA funds along with City assistance under the California Tax Allocation Credit Committee's (TCAC) 4%/9% Hybrid Capital Structure. As such, the Developer will legally separate the 53-unit affordable housing project into a "4% Project" and a "9% Project", Building A (El Monte Metro Veteran Housing) and Building B (El Monte Metro Family Housing) respectively. TCAC requires that there be two (2) legally separate development entities undertraining each element of the overall Project for the purpose of allocating state and federal affordable rental housing tax credits to eligible projects.

In order to accommodate the proposed 4%/9% Hybrid Affordable Rental Housing Capital Structure, the City development assistance documentation has been organized into two (2) separate City land disposition and City loan agreements:

1. El Monte Metro Veteran Housing Project DDA; and
2. El Monte Metro Family Housing Project DDA.

On June 17, 2019, under agenda item no. 13.3, the City Council adopted Resolution No. 9983 approving both DDAs. The City Council also approved the temporary relocation of the Trolley Station, the costs of which shall be borne solely by the Developer.

DISCUSSION

The proposed Resolution (ATTACHMENT 1) would approve amendments to both DDAs ("Amended DDAs"), as specified below.

The amended DDAS would maintain the previously approved deal elements as previously set forth in the June 17, 2019 staff report for the DDAs, including, but not limited to:

- due diligence investigation of the Site by the Developer;
- confirmation and integration of the elements of the overall financing for the El Monte Metro Veteran Housing Project and the El Monte Metro Family Housing Project into the overall Project to the reasonable satisfaction of the City;
- upon confirmation that all Developer and City predevelopment and financing conditions have been satisfied and that building permits are ready to be issued

by the City (subject only to payment to the City for such building permit costs), closing of the Site transfer process and the concurrent funding of the Los Angeles County mortgage revenue bonds for the El Monte Metro Veteran Housing Project and Developer tax credit investor/limited partner equity disbursements and funding of all secondary loans for the El Monte Metro Veteran Housing Project and the El Monte Metro Family Housing Project, including the City loan assistance for the Project;

- course of construction disbursement of funds including City loan assistance and preparation of marketing and resident selection process;
- completion of construction/certificate of occupancy and permanent financing as applicable; and
- annual affordable housing program review.

Both of the Site transfer escrows for the Project would still close concurrently under the Amended DDAs. This simultaneous closing of the land is one of the safeguards in the 4%/9% Hybrid Project structure: the financing and the development of both the El Monte Metro Veteran Housing Project and the El Monte Metro Family Housing Project elements of the Project are closely related and must occur concurrently.

A close degree of coordination among the following will continue to be necessary with regard to the Project's closing:

- Los Angeles County Community Development Commission;
- State TCAC;
- State CDLAC;
- CCF/Developer equity limited partners and construction lenders and permanent lenders;
- CCF/Developer team members; and
- the City.

To accommodate such coordination, the Amended DDAs would adjust the outside closing date from February 15, 2020 to March 23, 2020. This extension would allow for the award of the 9% federal income tax credit for the El Monte Metro Family Housing Project by TCAC and the issuance of the multi-family mortgage bonds for the 4% El Monte Metro Veteran Housing Project by Los Angeles County.

In addition, the HOME Program Development Loan distribution between the projects would be amended so that *total* \$2,000,000 of the HOME Program Development Loan previously distributed between the El Monte Metro Veteran Housing Project (\$1,500,000 in HOME funds) and El Monte Metro Family Housing Project (\$500,000) would be exclusively allotted to the 9% El Monte Metro Veteran Housing. Such an adjustment is

required to balance project financing in light of an increase in the valuation of construction costs.

The City's *total overall* investment in the overall Project will remain the same, which adjustments as indicated below:

- A-1 Site Mortgage Loans: \$2,660,000

A-1-1 El Monte Metro Veteran Housing Project	\$1,489,600
A-1-2 El Monte Metro Family Housing Project	<u>\$1,170,400</u>
	\$2,660,000

- B-1 City HOME Program Development Loan: \$2,000,000

B-1-1 El Monte Metro Veteran Housing Project	\$1,500,000	\$0
B-1-2 El Monte Metro Family Housing Project	<u>\$500,000</u>	<u>\$2,000,000</u>
(not to exceed)	\$2,000,000	

Total City investment in El Monte Metro Veteran Housing Project:	\$3,549,600
	\$2,049,600

Total City investment in El Monte Metro Family Housing Project:	\$2,110,400
	\$3,610,400

TOTAL CITY INVESTMENT FOR PROJECT	\$5,660,000
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The adjustment in the allocation in HOME funds for the Project will require a City HOME loan and regulatory agreement for the El Monte Metro Family Housing Project for 12 affordable units. An analogous City affordable housing agreement will apply to the maintenance of 13 affordable units under the Amended DDAs for the El Monte Veteran Family Housing Project.

The other stakeholders will combine their financial contributions with the City loan of funds to the Developer and these other stakeholder contributions are currently expected to be in the approximate amounts as follows:

LACDA loan \$6,750,000

- (El Monte Metro Veteran Housing Project only)

LACDA Multi-Family Mortgage Revenue Bonds not to exceed \$10,000,000
 (County TEFRA amount – \$8,000,000)

- (El Monte Metro Veteran Housing Project only)

State TCAC/STATE CDLAC

- 4% tax credit Veterans North Project (estimated) \$4,883,103
- 9% tax credit Family South Project (estimated) \$13,600,628

The interest accrual for the City development loans will remain approximately at the rate of 3% per year under the Amended DDAs until each loan is repaid by the Developer to the City. Interest will begin to accrue on each loan upon closing.

Each of the two (2) separate City loans to the Developer will remain, under the Amended DDAs, payable by the Developer to the City each year after closing from "Residual Receipts" revenue from the Project. The words "residual receipts" is a defined term which refers to a portion of the gross annual rent paid to the Developer by its tenants in the El Monte Metro Veteran Housing Project and the El Monte Metro Family Housing Project (PLUS certain amounts payable to the Developer by LACDA under the various vouchers awarded to the Project), less the certain Project expenses.

The Amended DDAs will provide for an adjustment of the timeframe of the Developer's payment of Quimby parks/recreation fees estimated in the total amount of \$693,700 (\$361,200 for the El Monte Metro Veteran Housing Project and \$322,500). Like the adjustment in the HOME loan funds distribution for the two component projects, this amendment in the timing of fee payment is necessary to reduce interest carry costs for the Project. In lieu of payment upon the issuance of City building permits, the Quimby fees shall be paid upon conversion to permanent financing and recordation thereof.

As noted in the in the June 17, 2019 staff report, the Project would require the existing El Monte Transit Station to be temporarily relocated to the City-owned parcel to the west on Center Avenue (APN: 8575-019-900). This lot is owned by the City and is used as overflow vehicular parking for the Metrolink rail station. Minimal commuter rail passenger parking used this City-owned parking lot has been observed by City staff over the past many years and Metro staff also acknowledged that the overflow parking is not currently needed by Metrolink. The cost and responsibility of improving the Temporary Trolley Station on the west side of Center Avenue will be paid for by Developer. The requirements under the *original* DDAs provided for the temporary Trolley Station improvements to be completed prior to the close of escrow and limited such temporary transportation use to a duration no longer than three years with two one-year extension options. While the Amended DDAs maintain the potential five-year maximum total temporal restriction for the temporary use, they would allow the Developer to complete the temporary Trolley Station improvements within six months after the close of escrow for the Project. The Amended DDAs still provides that City Trolley Station services will not be interrupted by the temporary relocation of the stations activities.

The Amended DDAs would also make technical and conforming changes to facilitate the Project's closing, including, but not limited to, the renaming of the Veterans North

Project to the El Monte Metro Veteran Housing Project and the Family South Project to the El Monte Metro Family Housing Project.

FISCAL IMPACT/FINANCING

There will be a positive impact on the City general fund with the realization of the proceeds from the sale of the Site. The City shall receive a fee contribution of \$1,000,000 at construction closing for the value of the land (\$3,660,000). After land disposition, the remaining \$2,660,000 will be repaid to the City as residual receipts (see above). Such land sale proceeds will allow the City to provide for the estimated \$50,000 to \$100,000 cost for the restoration of the City-owned parking upon the termination of temporary Trolley Station services at such site. The Amended DDAs provide for the City's assumption of the cost of such restoration. In addition, upon the Project's conversion to permanent financing, the City will receive \$693,700 in Quimby fees (\$361,200.00 for the El Monte Metro Veteran Housing Project and \$322,500.00 for the El Monte Metro Family Housing).

CONCLUSION

It is recommended that the City Council adopt the proposed Resolution (ATTACHMENT 1) approving both Amended and Restated Disposition, Development and Affordable Rental Housing Loan Agreements for the Project.

Respectfully submitted,

Alma K. Martinez
City Manager

Betty Donovanik
Community and Economic Development Director

Attachments:

- Proposed Resolution
- Draft 2020 City of El Monte Amended and Restated Disposition Development and Affordable Rental Housing Loan Agreement: El Monte Metro Veteran Housing
- Draft 2020 City of El Monte Amended and Restated Disposition Development and Affordable Rental Housing Loan Agreement: El Monte Metro Family Housing

DATE: February 4, 2020
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 AMENDMENTS TO: (1) A 28 DWELLING UNIT DISPOSITION, DEVELOPMENT AND AFFORDABLE RENTAL HOUSING LOAN AGREEMENT (EL MONTE METRO VETERAN HOUSING, LP) AND (2) A 25 DWELLING UNIT DISPOSITION, DEVELOPMENT AND AFFORDABLE RENTAL HOUSING LOAN AGREEMENT (EL MONTE METRO FAMILY HOUSING, LP) REGARDING A 53 DWELLING UNIT "HYBRID PROJECT" 4%/9% AFFORDABLE RENTAL HOUSING TAX CREDIT DEVELOPMENT BY AFFILIATES OF THE CESAR CHAVEZ FOUNDATION

WHEREAS, on June 17, 2019, under agenda item no. 13.3, the City Council of the City of El Monte (the "City Council" of the "City") adopted Resolution No. 9983 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA APPROVING THE AFFORDABLE RENTAL HOUSING PLAN OF FINANCING FOR THE EL MONTE METRO HOUSING DEVELOPMENT (VETERANS NORTH PROJECT AND FAMILY SOUTH PROJECT) AND APPROVING THE DISPOSITION DEVELOPMENT AND AFFORDABLE RENTAL HOUSING LOAN AGREEMENT BY AND BETWEEN THE CITY AND EL MONTE METRO VETERAN HOUSING LLC AND APPROVING THE DISPOSITION DEVELOPMENT AND AFFORDABLE RENTAL HOUSING LOAN AGREEMENT BY AND BETWEEN THE CITY AND EL MONTE METRO FAMILY HOUSING LLC AND APPROVING CERTAIN RELATED ACTIONS;

WHEREAS, such City Council Resolution No. 9983 approved two Disposition Development and Affordable Rental Housing Loan Agreements for the 53 dwelling unit affordable rental housing project (the "Project") proposed by the Cesar Chavez Foundation, a California non-profit corporation ("CCF"), for the El Monte Trolley Station site (the "Site");

WHEREAS, the Project features an innovative 4%/9% "hybrid project" financing structure, requiring CCF to legally separate the 53-unit affordable housing project into a "4% Project" and a "9% Project";

WHEREAS, the City Council seeks to amend certain provisions of each of the two Disposition Development and Affordable Rental Housing Loan Agreements for the Project, including, but not limited to: (i) the identification of each hybrid Project component so that the 4% Project previously identified as the "Veterans North Project" is proposed to be identified as the "El Monte Metro Veteran Housing Project" and the 9% Project previously identified as the "Family South Project" is proposed to be identified as the "El Monte Metro Family Housing Project" and (ii) the identification of each hybrid Project component general partner developer so that the 4% Project shall be developed by El

Monte Metro Veteran Housing, LP, a California limited liability partnership, and the 9% Project shall be developed by El Monte Metro Family Housing, LP, a California limited liability partnership; and

WHEREAS, additional proposed amendments to the agreements approved under City Council Resolution No. 9983 are specified in the City staff report dated January 29, 2020 as presented to the City Council at its regular February 4, 2020 meeting.

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

SECTION 1. The information set forth in the recital paragraphs of this Resolution is true and correct. The City Council hereby acknowledges its receipt of the information and documents included in the City staff report dated January 29, 2020 (which is incorporated herein by this reference), together with the supplemental information, public testimony, and documents relating to the Project as presented to the City during the City Council meeting when this Resolution was adopted.

SECTION 2. This Resolution shall amend and supersede City Council Resolution No. 9983 to the extent that the provisions of such two Resolutions may be in conflict.

SECTION 3. The City Council hereby approves the 2020 City of El Monte Amended and Restated Disposition Development and Affordable Rental Housing Loan Agreement: El Monte Metro Veteran Housing (“Amended Veteran DDA”), by and between the City and El Monte Metro Veteran Housing, LP, and dated as of February 4, 2020, in the form as on file with the City Clerk at the time when this Resolution was adopted. The City Manager is authorized and directed to execute the Amended Veteran DDA on behalf of the City, together with such appropriate technical and conforming changes thereto, as may be approved by the City Manager, in consultation with the City Attorney, and attach all appropriate exhibits to the Amended Veteran DDA.

SECTION 4. The City Council hereby approves the 2020 City of El Monte Amended and Restated Disposition Development and Affordable Rental Housing Loan Agreement: El Monte Metro Family Housing (“Amended Family DDA”), by and between the City and El Monte Metro Family Housing, LP, and dated as of February 4, 2020, in the form as on file with the City Clerk at the time when this Resolution was adopted. The City Manager is authorized and directed to execute the Amended Family DDA on behalf of the City, together with such appropriate technical and conforming changes thereto, as may be approved by the City Manager, in consultation with the City Attorney, and attach all appropriate exhibits to the Amended Family DDA.

SECTION 5. The City Council hereby authorizes the relocation of the El Monte Trolley Station from the Site to the public mass transit commuter rail passenger over-flow vehicle parking lot owned by the City on the west side of Center Avenue (the “City-Owned Parking Lot”) for temporary public mass transportation City bus operation use. The City Council hereby declares its intent that such relocation of the El Monte Trolley Station shall be for a temporary period of time not to exceed three (3) years following the date of the concurrent close of the escrows under the Amended Veteran DDA and Amended Veteran DDA, with up to two (2) one-year optional extensions of such temporary public mass transportation City bus operation use which may be exercised. Notwithstanding any

previously imposed City condition or requirement to the contrary, the Project developers shall have up to 180 days following the close of escrows under the Amended Veteran DDA and Amended Veteran DDA to install of the temporary City bus transit station improvements on the City-Owned Parking Lot. The City Council further authorizes the City's payment for the restoration of the City-Owned Parking Lot as specified in "Fiscal Impact/Financing" portion of the City staff report dated January 29, 2020.

SECTION 6. The City Council authorizes the deferral of the payment of \$361,200 in Quimby fees for the El Monte Metro Veteran Housing Project and \$322,500 for the El Monte Metro Family Housing Project until each such project converts to permanent financing and such permanent financing is memorialized and recorded.

SECTION 7. This Resolution shall take effect upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at the regular meeting of this 4th day of February 2020.

André Quintero
Mayor of the City of El Monte

ATTEST:

Catherine A. Eredia
City Clerk of the City of El Monte

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

I, Catherine A. Eredia, City Clerk of the City of EL Monte, hereby certify that the foregoing Resolution No. ____ was passed and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 4th day of February 2020 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Catherine A. Eredia
City Clerk of the City of El Monte

**2020
CITY OF EL MONTE**

**AMENDED AND RESTATED
DISPOSITION DEVELOPMENT AND AFFORDABLE RENTAL
HOUSING LOAN AGREEMENT
(El Monte Metro Family Housing, LP: EL MONTE METRO FAMILY HOUSING)**

THIS 2020 AMENDED AND RESTATED DISPOSITION DEVELOPMENT AND AFFORDABLE RENTAL HOUSING LOAN AGREEMENT: EL MONTE METRO FAMILY HOUSING (the “Agreement”) is dated as of February 4, 2020 for reference purposes only by and between El Monte Metro Family Housing, LP, a California limited liability partnership, or its permitted assignee hereunder (the “Developer”) and the City of El Monte, a municipal corporation (the “City”) and is entered into in light of the facts set forth in the following Recital paragraphs:

RECITALS

A. WHEREAS, there is a very serious shortage of affordable rental housing in California and in Los Angeles County in particular, and the 53 dwelling unit affordable rental housing project (the “Project”) proposed by the Cesar Chavez Foundation, a California nonprofit public benefit corporation (“CCF”) for the El Monte Trolley Station site (the “Project Site”) is intended to contribute to the solution of the state-wide affordable rental housing shortage; and

B. WHEREAS, the CCF proposal for a local contribution to addressing this state-wide challenge includes an innovative 4%/9% “hybrid project” financing program as generally described in the document entitled “HOME Subsidy Layering, Unit Mix and Residual Receipt Payment Analysis – El Monte Metro Apartments,” dated June 11, 2019 (the “Project Layering Analysis”) which is on file with the City Clerk; and

C. WHEREAS, the City Council scheduled a public hearing on June 17, 2019 regarding the Project in order to authorize CCF and its affiliates, El Monte Metro Veteran Housing, LP, and El Monte Metro Family Housing, LP (collectively the “Project Developers”) to prepare and submit applications to the State Tax Credit Allocation Committee (“State TCAC”) for an award of affordable rental housing tax credits to the Project; and

D. WHEREAS, in March 2018 the City entered into a transit oriented development feasibility study agreement with CCF and Magellan Value Partners, LLC, a California limited liability company, and the study area includes certain City-owned lands adjacent to the El Monte Metrolink Station (commuter rail station on the San Bernardino Line) at the intersection of Railroad Street and Center Avenue. As a result of the studies and preliminary design and financing assessments of the City-owned lands adjacent to the El Monte Metrolink Station, the City has:

- adopted City Council Resolution No. 9916, dated October 16, 2018 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL
MONTE, CALIFORNIA DECLARING THE INTENTION OF THE CITY

OF EL MONTE TO REIMBURSE EXPENDITURES FROM THE PROCEEDS OF TAX-EXEMPT AFFORDABLE RENTAL MULTI-FAMILY REVENUE BONDS AND DIRECTING CERTAIN ACTIONS (STATION SITE PROJECTS: CESAR CHAVEZ FOUNDATION AND MAGELLAN VALUE PARTNERS)

City Council Resolution No. 9916 identified the “Family South Project” (referred to herein as the “El Monte Metro Family Housing Project”) element of the Project as eligible for tax exempt mortgage revenue bond financing;

- adopted City Council Resolution No. 9917, dated October 16, 2018 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA AUTHORIZING THE EXTENSION OF AN EXCLUSIVE NEGOTIATION AGREEMENT WITH THE STATION SITE HOUSING PROJECT DEVELOPER AND DIRECTING CERTAIN ASSOCIATED PROJECT SUPPORT ACTIONS AND DOCUMENTATION FOR THE L.A. COUNTY COMMUNITY DEVELOPMENT COMMISSIONS NOTICE OF FUNDING AVAILABILITY NO. 24 (CESAR CHAVEZ FOUNDATION AND MAGELLAN VALUE PARTNERS, LLC);
- based upon an award in January 2019 of \$6,750,000 in loan funds and affordable rental housing vouchers to CCF by the Los Angeles County Community Development Authority (“LACDA”) in response to CCF’s October 2018 CCF NOFA-24A proposal, the City Council adopted its Resolution No. 9961, dated April 2, 2019 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA AUTHORIZING THE COMMUNITY DEVELOPMENT COMMISSION/HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES TO ISSUE BONDS OR NOTES IN AN AMOUNT NOT TO EXCEED \$12,500,000 AND MAKE OR ACQUIRE MORTGAGE LOANS TO FINANCE THE DEVELOPMENT OF A MULTIFAMILY RENTAL HOUSING PROJECT APPROXIMATELY LOCATED ON THE NORTHEASTERLY CORNER OF THE INTERSECTION OF VALLEY BOULEVARD AND EL MONTE AVENUE IN THE CITY OF EL MONTE (DEVELOPERS-CESAR CHAVEZ FOUNDATION AND MAGELLAN VALUE PARTNERS);
- prepared environmental impact assessment documents for CEQA/NEPA compliance reviews of the Project (El Monte Metro Veteran Housing Project and El Monte Metro Family Housing Project) and the relocation of the El Monte Trolley Station;
- obtained the approval of the Los Angeles County Metropolitan Transportation Authority (“Metro”) for the repayment of the City Proposition “A” and Proposition “C” Local Return Funds under the Metro Proposition “A” and Proposition “C” Local Return Guidelines (2007 Edition) from certain Residual Receipts payments by the Developer to the City;

- as of May 28, 2019, the Planning Commission approved the design elements, density bonuses and all other City development entitlements for the (El Monte Metro Veteran Housing Project and El Monte Metro Family Housing Project);
- conducted reviews and analysis of the proposed Project financing, as summarized in the review and analysis as set forth in the Project Layering Analysis; and

E. WHEREAS, the Project will be developed on the Project Site, which includes approximately 29,751 square feet of land and is owned by the City, a portion of the Project Site was acquired by the City in 1956, and the remaining area of the Project Site was acquired by the City between 1994 and 1995 using a combination of City CDBG funds, City Proposition “A” and City Proposition “C” Local Return funds along with certain Metro grant funds; and

F. WHEREAS, the Project includes the completion of the final design and construction drawings by the Project Developers for the construction and improvement of fifty-three (53) affordable rental dwelling units on the Project Site as shall be reserved and made available by the Project Developers for low income and very low income persons and households, including veterans of service in the armed forces of the United States, and the Project elements include:

- the El Monte Metro Veteran Housing Project, consisting of 28 dwelling units including one (1) on-site manager unit for the El Monte Metro Veteran Housing Project;
- the El Monte Metro Family Housing Project, consisting of 25 dwelling units including one (1) on-site manager unit for the El Monte Metro Family Housing Project; and

G. WHEREAS, El Monte Metro Veteran Housing, LP, (an affiliate of CCF) intends to submit an application to the State of California Tax Credit Allocation Committee (“State TCAC”) for an allocation of approximately \$5,000,000 of so-called “4% tax credits” for affordable rental housing development tax credits for the El Monte Metro Veteran Housing Project; and

H. WHEREAS, the Developer, (also an affiliate of CCF) intends to submit an application to State TCAC for an allocation of approximately \$14,000,000 of so-called “9% tax credits” for affordable rental housing development tax credits for the El Monte Metro Family Housing Project.

NOW, THEREFORE, THE DEVELOPER AND THE CITY HEREBY AGREE AS FOLLOWS:

100. DEFINITIONS AND EXHIBITS

101. In addition to the definitions of certain words and phrases set forth elsewhere in this Agreement, or in the City FH Loan Documents, the terms which appear below shall have the following meanings:

"Agreement" means this 2020 Amended and Restated Disposition, Development and Affordable Rental Housing Loan Agreement: El Monte Metro Family Housing Project

between the Developer and the City.

"Best Knowledge" means the actual knowledge of the employees and agents of the applicable Party who manage the Site, have participated in the preparation of this Agreement or who are knowledgeable about the El Monte Metro Family Housing Project, and all documents and materials in the possession of such Party, the application of the tenant and shall not impose a separate duty of investigation with respect to such information of knowledge.

"Certificate of Completion" means the document which evidences the Developer's satisfactory completion of the development of the El Monte Metro Family Housing Project, as set forth in Section 409.9 hereof. The general form of the Certificate of Completion is set forth in Attachment No. 10.

"City" means the City of El Monte, California, a California municipal corporation.

"City FH Deeds of Trust" means and refers collectively to each of the two (2) separate deeds of trust, each of which secures a portion of the City FH Loan. Each City Deed of Trust corresponds to a particular City FH Note as follows:

- (i) the City FH Deed of Trust (Prop A/Prop C/CDBG) secures the FH Site Mortgage Note (Prop A/Prop C/CDBG); and
- (ii) the HOME Deed of Trust secures HOME FH Note.

"City FH Loan" means and refers collectively to the affordable rental housing development financing to be provided to the Developer by the City under the terms of this Agreement, including:

- (i) the FH Site Purchase Mortgage Loan in the original principal amount of One Million Four Hundred Eighty Nine Thousand Six Hundred Dollars (\$1,489,600); and
- (ii) the HOME FH Development Project Loan in the original principal amount not to exceed Six Hundred Thousand Dollars (\$600,000), subject to final allocation of the principal amount of the HOME FH Development Project Loan between the El Monte Metro Family Housing Project and the El Monte Metro Veteran Housing Project, as set forth herein.

"City FH Loan Documents" means and refers to collectively, this Agreement, each of the City FH Notes and City FH Deeds of Trust, the HOME FH Regulatory Agreement, and the other related City documents.

"City FH Notes" means and refers collectively to the two (2) separate promissory notes, each of which evidences a portion of the City FH Loan:

- (i) the FH Site Mortgage Note (Prop A/Prop C/CDBG); and
- (ii) the HOME FH Note.

"Close of Escrow" and "Closing" means and refers to the date on which title to the Site is transferred to the Developer pursuant to the Grant Deed (El Monte Metro Family Housing Project). The Close of Escrow shall occur on or before the date indicated in the

Schedule of Performance and shall close by the Outside Closing Date as set forth in Section 202.4. The Closing shall be concurrent with the escrow transaction closing as set forth in the El Monte Metro Veteran Housing Project Agreement.

"Conditions Precedent" means and refers to the conditions precedent to the conveyance by the City of the Site to the Developer, the origination and initial disbursement of the City FH Loan proceeds to the Developer and the satisfaction of the other requirements for the Close of Escrow, as set forth in Section 204.

"Developer" means and refers to El Monte Metro Family Housing, LP, a California limited liability partnership, and its permitted successors and assigns. The Developer is an affiliate of the Cesar Chavez Foundation, a California nonprofit public benefit corporation.

"Escrow" means and refers to the document and funding exchange transaction by and among the Developer, the City and the Escrow Agent for the conveyance of the Site and the funding of the FH Housing Project Financing.

"Escrow Agent" means and refers to Commonwealth Land Title Insurance Company, or another title insurance or escrow company mutually acceptable to the Developer and the City.

"Effective Date" means and refers to the day on which all four (4) of the following events have been accomplished:

- (i) this Agreement has been approved by the City Council of the City; and
- (ii) this Agreement has been executed by the officers of the Developer; and
- (iii) this Agreement has been executed by the officers of the City; and
- (iv) the Developer has delivered evidence of insurance in favor of the City as an additional insured satisfactory to the City.

The Effective Date shall be noted by the City Attorney on the signature page of this Agreement.

"Event of Default" means and refers to the failure of a party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and opportunity to cure, as set forth in Section 801 hereof.

"FH Housing Project" or **"El Monte Metro Family Housing Project"** means and refers to the twenty-five (25) rental dwelling units and one on-site manager unit multifamily apartment complex to be developed and operated by the Developer as provided herein.

"FH Housing Project Financing" means and refers collectively to the Tax Credit Limited Partnership equity, the LACDA Financing if applicable to the El Monte Metro Family Housing Project, the other Lender Financing and the City FH Loan.

"FH Site Mortgage Note (Prop A/Prop C/CDBG)" means and refers to the purchase money mortgage note of the Developer in favor of the City.

"FH Site Mortgage Note Deed of Trust (Prop A/Prop C/CDBG)" means and refers to the purchase money mortgage note deed of trust in favor of the City which secures the payment of the FH Site Mortgage Note (Prop "A"/Prop "C"/CDBG).

“FH Site Purchase Mortgage Loan” means and refers to the purchase money mortgage which the City shall provide to the Developer at the Close of Escrow to pay a portion of the Purchase Price for the Site. The FH Site Purchase Mortgage Loan shall be evidenced by the FH Site Mortgage Note (Prop A/Prop C/CDBG) in the original principal amount of One Million Four Hundred Eighty Nine Thousand Six Hundred Dollars (\$1,489,600).

“Family Housing Development” means and refers to the twenty-four (24) rental dwelling unit and one (1) on-site manager unit in the multi-family apartment complex to be developed and operated by the El Monte Metro Family Housing Project Developer as provided in the Family South Agreement. A more detailed description of the Family Housing Development is set forth in Attachment No. 2.

“Governmental Requirements” means and refers to all laws, ordinances, statutes, codes, rules, regulations, orders, and decrees of the United States, the state, the County, the City, or any other political subdivision in which the FH Housing Project is located, and of any other political subdivision, agency, or instrumentality exercising jurisdiction over the Developer or the FH Housing Project. The Government Requirements include without limitation the HOME Program Regulations.

“Grant Deed (El Monte Metro Family Housing Project)” means and refers to a commercially reasonable grant deed transferring title to the Site to the Developer, in form mutually agreeable to both parties and approved by the Title Company.

“Hazardous Materials” means and refers to any substance, material, or waste which is or becomes regulated by any local governmental authority, the County, the State of California, regional governmental authority, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903) or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 *et seq.* Notwithstanding the foregoing, "Hazardous Materials" shall not include such products in quantities as are customarily used in the construction, maintenance, development or management of residential developments or associated buildings and grounds, or typically used in residential activities in a manner typical of other comparable residential developments, or

substances commonly ingested by a significant population living within the Housing Project, including without limitation alcohol, aspirin, tobacco and saccharine.

“HOME FH Development Project Loan” or ***“HOME FH Loan”*** means and refers to the development project loan from the City in favor of the Developer as provided in Section 401. The principal balance of the HOME FH Development Project Loan may be adjusted as between the El Monte Metro Family Housing Project and the El Monte Metro Veteran Housing Project, provided however, that the aggregate principal amount of the HOME FH Development Project Loan for the two (2) projects combined (e.g. the El Monte Metro Family Housing Project and the El Monte Metro Veteran Housing Project) shall not exceed \$2,000,000.

“HOME FH Development Project Loan Deed of Trust” or ***“HOME Deed of Trust”*** means and refers to the security interest to be created by the Developer as the trustor in favor of the City as beneficiary securing the HOME FH Note.

“HOME FH Note” means and refers to the promissory note to be executed by the Developer as the maker, in favor of the City as the holder, to evidence the disbursement of the HOME FH Development Project Loan to the Developer.

“HOME Program Regulations” mean and refer to the provisions of 24 CFR Part 92 as applicable to the FH Housing Project.

“HOME FH Regulatory Agreement” shall mean the affordable rental housing facility regulatory agreement which shall be applicable to the FH Housing Project and which shall be recorded as an encumbrance to the FH Housing Project upon the Close of Escrow.

“Housing Project Accounting Year” means and refers to the tax year accounting period designated by the Developer in its Tax Credit Limited Partnership Agreement.

“Housing Project Escrow Closing FH City Note Allonge” means and refers to the allonge as shall be prepared by the City and attached to each FH City Note by the Escrow Agent at the time of the Closing.

“Housing Units” means and refers to the individual apartment units within the FH Housing Project to be developed and operated by the Developer.

“LACDA” means and refers to the Community Development Authority of the County of Los Angeles.

“LACDA Financing” means and refers to the affordable rental housing development financing in the aggregate amount of \$6,750,00 to be provided by LACDA or so much thereof as may be applicable to the FH Housing Project. The proceeds of the LACDA Financing shall be immediately available to the Developer concurrently with the Close of Escrow. Subject to the prior written approval of LACDA, the final principal amount of the LACDA Financing may be allocated by the LACDA in part to the FH Housing Project and in other part to the El Monte Metro Veteran Housing Project in view of the so-called “4%/9% tax credit hybrid financing structure for the El Monte Metro Family Housing Project and the El Monte Metro Veteran Housing Project .

"Legal Description" means and refers to the description of the Site which is attached hereto as Attachment No. 1, which description will be finalized in accordance with the preparation and filing of the Final Tract Map.

"Lender" means and refers collectively to each of the responsible financial lending institutions or persons or entities approved by the City in its reasonable discretion, which provide construction loans or permanent loans as part of the FH Housing Project Financing for the development of the FH Housing Project including without limitation the Bond Trustee appointed by the Los Angeles County.

"Limited Partner" or "Tax Credit Investor" means, together, Hudson El Monte 9% LP, a Delaware limited partnership, and Hudson SLP-J LLC, a Delaware limited liability company, and their successors and/or assigns.

"Rent" shall mean the total of monthly payments by the tenants of a Housing Unit for use and occupancy for the Housing Unit and facilities associated therewith, including a reasonable allowance for utilities for an adequate level of service, as defined in 25 California Code of Regulations Section 6918.

"Residual Receipts" mean and refer to the portion of the annual cash income of the FH Housing Project as more particularly described in each of the City FH Notes.

"Schedule of Performance" means and refers to that certain Schedule of Performance set forth as Attachment No. 3 which specifies the timing and sequencing for the design, construction and improvement of the FH Housing Project and performing the various other obligations of this Agreement. The Schedule of Performance may be modified or amended by mutual agreement of the Parties in writing as provided in Section 314.3.

"Site" means that certain real property located near the north easterly corner of the intersection of Center Street and Valley Boulevard. The Site is more particularly described in the Legal Description and depicted on the Site Map.

"State TCAC" means and refers to the State of California Tax Credit Allocation Committee.

"Tax Credit Limited Partnership" means and refers to a California limited partnership to be formed by the Developer, of which the Developer shall be the managing general partner, and which shall admit at or prior to Closing one or more tax credit investor limited partners.

"Tax Credit Limited Partnership Agreement" means and refers to the amended and restated limited partnership agreement by and between the Developer and its tax credit investor limited partners. The final form of the Tax Credit Limited Partnership Agreement shall be subject to the reasonable written approval of the City prior to the Close of Escrow.

"Tax Credit Regulatory Agreement" means and refers to the regulatory agreement which may be required to be recorded against the Site and the FH Housing Project with respect to the allocation of Tax Credits to the FH Housing Project by State TCAC.

“Title Policy” means and refers to the policy of title insurance to be issued to the Developer as set forth in Section 203.

“Trolley Station Relocation Agreement” means and refers to the license agreement by and between the El Monte Metro Veteran Housing Project Developer and the City for the design, construction and installation of a temporary City of El Monte trolley station public mass transit facility on lands owned by the City near the Site on the west side of Center Avenue as stated in the Planning Commission Resolution No. 3544 Conditions of Approval Numbers 74 to 81 (Temporary Relocation of the El Monte Transit Station (Trolley Station)) (the ***“Trolley Station Work”***).

“Veteran Housing and Loan Agreement” means and refers to the affordable rental housing disposition and loan agreement by and between El Monte Metro Veteran Housing, LP, a California limited liability partnership (the “El Monte Metro Veteran Housing Project Developer”), and the City, as approved by the City concurrently herewith, for the acquisition and development of the El Monte Metro Veteran Housing Project by the El Monte Metro Veteran Housing Project Developer, or another affiliate of the Developer.

“VH Housing Project” or ***“El Monte Metro Veteran Housing Project”*** means and refers to the twenty-seven (27) rental dwelling unit and one on-site manager unit multifamily apartment complex to be developed and operated by the Developer as provided in the Veteran Housing and Loan Agreement.

102. List of Attachments

The following is an identification of the various attachments which are referenced in other sections of this Agreement. Each such attachment is hereby incorporated into the text of this Agreement by this reference:

Attachment No. 1	Site Legal Description
Attachment No. 2	[No Text -- Intentionally Omitted]
Attachment No. 3	Schedule of Performance
Attachment No. 4	Form of City FH Note
Attachment No. 5	Form of City FH Deed of Trust
Attachment No. 6	[No Text -- Intentionally Omitted]
Attachment No. 7	Form of HOME FH Regulatory Agreement
Attachment No. 8	[No Text - Intentionally Omitted]
Attachment No. 9	Insurance Requirements
Attachment No. 10	Form of Certificate of Completion

Attachment No. 11 [No Text -- Intentionally Omitted]

Attachment No. 12 [No Text -- Intentionally Omitted]

103. Site Assembly History and Sources of Funding of FH City Loan.

103.1 The Site was originally assembled and acquired by the City between approximately 1956 and 1996. The City owns and controls the Site as of the Effective Date of this Agreement. The sources of funds which the City used to acquire the Site were obtained from: (i) the City general fund; (ii) Community Development Block Grant funds allocated to the City by the United States Secretary of Housing and Urban Development; (iii) Proposition A Local Return Sales Tax Public Transportation Funds allocated to the City by the Los Angeles County Metropolitan Transportation Authority; and (iv) Proposition C Local Return Sales Tax Public Transportation Funds allocated to the City by the Los Angeles County Metropolitan Transportation Authority.

103.2 The sources of the City funds which the City shall use to originate the City FH Loan to the Developer are: (A) the FH Site Purchase Mortgage Loan for the payment by the Developer of a portion of the Purchase Price to the City for the conveyance of the Site to the Developer; and if applicable (B) City HOME Program funds for City Fiscal Years 2016-17, 2017-18 and 2018-19.

103.3 Within ninety (90) days following the Effective Date the City shall complete its application to the Los Angeles County Metropolitan Transportation Authority (“Metro”) to obtain the written acknowledgment of Metro that the public mass transit use restriction affecting a portion of the Site shall be released and of no further force or effect with respect to the Site as provided in accordance with Part IV Section H of the Proposition “A”/Proposition “C” Local Return Guidelines of the Los Angeles County Metropolitan Transportation Authority 2007 Edition. Subject to the Close of the Escrow, the Developer hereby consents to the City granting a collateral assignment of the FH Site Mortgage Note (Prop A/Prop C/CDBG) to Metro in consideration for the City’s reimbursement of its Proposition A and Proposition C Local Return obligations with respect to a portion of the Site which arises under Part IV Section H of the Proposition “A”/Proposition “C” Local Return Guidelines (2007 Edition).

103.4 The amount of the portion of the Purchase Price for the Site as shall be evidenced by the FH Site Mortgage Note shall be allocated by the City to reimburse the City Proposition A and Proposition C Local Return funds, City CDBG Program Income account and City general fund based upon the percentage of the land area of the Site which was originally acquired by the City using Proposition A and Proposition C Local Return funds and the percentage of the land area of the Site which was originally acquired by the City using City funds from other non-Metro sources of City money.

103.5 The sole sources of the funds which the City shall use or make available to originate the City FH Loan at the Close of Escrow shall be:

- (i) the FH Site Purchase Mortgage Loan; and
- (ii) subject to the final acceptance of the City’s Request for Release of

Funds by HUD under the applicable HOME Program regulations and confirmation by the City that all other sources of Developer funds for the acquisition, construction and improvement of the El Monte Metro Family Housing Project and the El Monte Metro Veteran Housing Project are available to the Developer at the Close of Escrow, the available HOME Program funds of the City in a principal amount not to exceed \$2,000,000.

No other source of funds is available to the City to originate the City FH Loan and accordingly, the City FH Loan is a special and limited fund obligation of the City and the proceeds of the City FH Loan shall be payable to the Developer solely from the City funds identified in this Section 103.

104. Term. The term of this Agreement (“Term”) shall commence on the Effective Date and remain in effect until the later date of Fifty Seven (57) years after the Close of Escrow or payment in full by the Developer of all principal and accrued interest under the City FH Loan; provided, however, that the provisions of Section 510 of this Agreement shall apply in perpetuity.

Notwithstanding any provision of the foregoing paragraph, the term of the HOME FH Regulatory Agreement shall be as set forth in the HOME FH Regulatory Agreement, and the payment in full of the City FH Loan shall not alter or effect the term or effectiveness of the HOME FH Regulatory Agreement.

105. Memorandum of DDA. If requested by either party, Developer and the City shall each execute a form of memorandum of this Agreement in mutually acceptable, recordable form and deliver it to the Title Company for recordation within thirty (30) days following the Developer’s State TCAC application submittal.

200. SALE OF SITE TO DEVELOPER

201. Agreement to Purchase and Sell; Purchase Price.

201.1 The Developer agrees to purchase the Site from the City, and the City agrees to sell the Site to the Developer, in accordance with and subject to all of the terms, covenants, and conditions of this Agreement, for the sum of Two Million Forty-Nine Thousand Six Hundred Dollars (\$2,049,600) (the “Purchase Price”).

201.2 Purchase Price amount shall be payable by the Developer to the City as in two (2) installments, with the first installment payable as the “Independent Consideration” amount paid by the Developer to the City under Section 201.3, and the unpaid balance of the Purchase Price the unpaid balance of the Purchase Price to be paid partially in immediately available funds and the remainder to be evidenced by the FH Site Mortgage Note (Prop A/Prop C/CDBG) to be delivered to the City at the Close of Escrow.

201.3 Notwithstanding any other provisions set forth in this Agreement, Five Hundred Dollars (\$500) of the Purchase Price shall be payable to the City outside of the Escrow within thirty (30) days following the Effective Date and shall be non-refundable to the Developer at all times prior to the Close of the Escrow as full payment and independent consideration for the execution of this Agreement by the City (the “Independent Consideration”). At the Close of Escrow, the Independent Consideration shall be credited to the original principal balance of the

FH Site Mortgage Note (Prop A/Prop C/CDBG).

201.4 The balance of the Purchase Price, less the Independent Consideration, shall be payable to the City at the Close of Escrow as follows:

- (i) \$560,000 in immediately available funds; and
- (ii) delivery of the FH Site Mortgage Note to the City in the amount of \$1,489,600.

202. Escrow. Within the time set forth in the Schedule of Performance, the Parties shall open escrow (the “Escrow”) with Commonwealth Land Title Insurance Company in its Los Angeles office, attention Cheryl Greer, or with another escrow company mutually satisfactory to both Parties (the “Escrow Agent”) for the conveyance of the Site to the Developer and the funding of the City FH Loan. The Escrow Agent shall also serve as the escrow holder for the parties under the terms of the Veteran Housing and Loan Agreement.

202.1 Costs of Escrow. The Developer shall pay the premium for the Title Policy including the cost of the title insurance coverage in favor of the City as the lender under the City FH Loan as set forth in Section 203 and the documentary transfer taxes due with respect to the conveyance of the Site, and all of the other usual fees, charges, and costs which arise from Escrow.

202.2 Escrow Instructions. This Agreement constitutes the joint escrow instructions of the Developer and the City, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The Parties hereto agree to execute and deliver such documents (in recordable form as required), pay or deposit such funds, do all such acts consistent with their respective obligations hereunder as may be reasonably necessary subject to the satisfaction of the applicable conditions of the Parties to close the Escrow in the shortest possible time and in any event on or before the date set forth in the Schedule of Performance. All funds received in the Escrow shall remain the property of the Party who delivers such funds to Escrow until such funds are released by the Escrow Agent in accordance with the written order and instruction of the Party who has provided such funds to Escrow. If in the opinion of Escrow Agent or either Party, it is necessary or convenient in order to accomplish the Closing of the Escrow, such Party may require that the Parties sign supplemental escrow instructions including without limitation supplemental escrow instruction for the coordination of the Close of Escrow with the escrow transaction under the Veteran Housing and Loan Agreement or as may be required by Developer’s tax credit investor or other Lenders; provided that if there is any inconsistency between this Agreement and the supplemental escrow instructions, then the provisions of this Agreement shall control. The parties agree to execute such other and further documents as may be reasonably necessary, helpful or appropriate to effectuate the provisions of this Agreement. The Escrow Agent is instructed to release City’s and the Developer’s escrow closing statements to both Parties.

202.3 Authority of Escrow Agent. Escrow Agent is authorized to, and shall:

202.3.1 Pay and charge the Developer for the premium of the Title Policy and any endorsements thereto as set forth in Section 203, the documentary transfer tax, and any amount necessary to insure title to the Site in the Condition of Title provided for in Section 203 of this Agreement.

202.3.2 Pay and charge the City and the Developer for their respective shares of any other escrow fees, charges, and costs payable in accordance with Section 202.1 of this Agreement.

202.3.3 Disburse funds held by the Escrow Agent and deliver and record the Grant Deed (El Monte Metro Family Housing Project) when both the Developer's Conditions Precedent and the City's Conditions Precedent have been fulfilled or waived in writing by the benefited Party or Parties.

202.3.4 Record the applicable City Loan Documents and the other applicable Lenders and deliver the executed City FH Notes to the City.

202.3.5 Do such other actions as necessary, including, without limitation, obtaining the Title Policy, to fulfill its obligations set forth in this Agreement and to close the transactions contemplated hereby.

202.3.6 Direct the City and the Developer to execute and deliver any instrument, affidavit, and statement, and to perform any act reasonably necessary to comply with the provisions of FIRPTA and any similar state act and regulation promulgated thereunder. The City agrees to execute a Certificate of Non-Foreign Status by individual transferor and/or a Certification of Compliance with Real Estate Reporting Requirement of the 1986 Tax Reform Act as may be required by Escrow Agent, on the form to be supplied by Escrow Agent.

202.3.7 Prepare and file with all appropriate governmental or taxing authorities a uniform settlement statement, closing statement, tax withholding forms including an IRS 1099-S form, and be responsible for withholding taxes, if any such forms are provided for or required by law.

202.4 Closing. The conveyance of the Site, the equity contributions of the Developer and the funding other Lenders shall be accomplished at the Close of the Escrow (the "Closing") within thirty (30) business days after both the Developer and the City have confirmed the satisfaction (or written waiver, as the case may be) of all of the City's and Developer's Conditions Precedent to Closing as set forth in Section 205 hereof, and in no event shall the Closing occur later than February 15, 2020 (the "Outside Closing Date") unless otherwise agreed in writing by the Parties; provided further, that in the event the Developer's initial tax credit application is not approved by State TCAC, that the Outside Closing Date will be extended to a date mutually agreed upon by the Parties in writing to permit Developer to submit to the first and second competitive application funding rounds in 2020 as established by State TCAC; provided further however, that if the Outside Closing Date may be mutually extended, the City shall have no duty or obligation to provide the HOME FH Loan at the Closing after February 15, 2020, except as may be approved by the City in its sole discretion. The words "Closing" and "Close of Escrow" shall mean the date on which both the Grant Deed (El Monte Metro Family Housing Project) and the Grant Deed (El Monte Metro Veteran Housing Project) are recorded by the County Recorder. The words "Closing Date" shall mean the day on which the Closing occurs.

202.5 Closing Procedure. Escrow Agent shall close the Escrow for the Site and the FH Housing Project Financing, including the City FH Loan concurrently with the close of the El Monte Metro Family Housing Project escrow as set forth in the El Monte Metro Family Housing Project Agreement as follows (provided, however, that the following is not intended to establish an order of priority).

202.5.1 Deliver and record the Grant Deed (El Monte Metro Family Housing Project) and the HOME FH Regulatory Agreement.

202.5.2 Deliver and record the applicable FH Housing Project Financing Documents and the other Lenders.

202.5.3 Record the City FH Deeds of Trust.

202.5.4 Instruct the Title Company to deliver the Title Policy to the Developer, each of the Lenders' policies of title insurance to the applicable Lenders in the FH Housing Project Financing.

202.5.5 Coordinate with the applicable parties for the closing of the escrow under the Veteran Housing and Loan Agreement concurrently with the Close of Escrow.

202.5.6 File any informational reports required by the Internal Revenue Code and any other applicable requirements.

202.5.7 Deliver the FIRPTA Certificate, if any, to the Developer.

202.5.8 Forward to the Developer, the City and each applicable Lender a separate accounting of all funds credited to the Escrow or received and disbursed for the account of such a party, together with copies of all executed and recorded or filed documents deposited into Escrow, with such recording and filing date and information endorsed thereon.

202.6 Review of Title. Within the time set forth in the Schedule of Performance, the City shall cause Commonwealth Land Title Insurance Company or another title company mutually agreeable to both parties (the "Title Company"), to deliver to the Developer a preliminary title report or reports (collectively, the "Title Report") with respect to the title to the Site, together with legible copies of the documents underlying the title exceptions ("Exceptions") set forth in the Title Report. The Developer shall have the right to approve or disapprove the Exceptions in its sole discretion. The Developer shall also have the right to obtain an ALTA survey of the Site (the "Survey") so long as the Developer orders such Survey within fifteen (15) days after its receipt of both the Title Report and all documents underlying the Exceptions. The Developer shall have thirty (30) days from the later of the date of its receipt of (a) the Title Report and all Exceptions or (b) the Survey to give written notice to the City and Escrow Agent of the Developer's approval or disapproval of any of Exceptions set forth in the Title Report or shown on the Survey. Developer's failure to provide notice of its approval of the condition of title of the Site within such time limit shall be deemed disapproval of the same. If the Developer delivers notice to the City of its disapproval or if there is deemed disapproval of any Exceptions in the Title Report or shown on the Survey, the City shall attempt to remove such disapproved Exceptions or provide assurances reasonably satisfactory to the Developer that such Exception(s) will be removed on or before the Closing. If the City notifies the Developer that the City cannot remove any of the disapproved Exceptions, within twenty (20) business days of its receipt of such notice from the City the Developer shall either give the City written notice that the Developer elects to proceed with the purchase of the Site, subject to its acceptance of the disapproved Exceptions, or the Developer may give the City written notice that the Developer elects to terminate this Agreement. The Developer's failure to provide such notice shall be deemed Developer's election to terminate this Agreement. Fee simple title subject only to the Exceptions to title approved by the Developer as provided herein, shall hereinafter be referred to as the "Condition of Title." The Developer shall have the right to approve or disapprove any

further Exceptions reported by the Title Company or the surveyor after the Developer has approved the Condition of Title for the Site as set forth in the preceding sentences of this Section 202.6, provided however that any such further Exception which is not identified in the initial version of the Title Report shall not have been created by the Developer. The City shall not voluntarily create or knowingly permit any new exceptions to title on the Site following the Effective Date of this Agreement without Developer's prior written approval.

202.7 Recordation of Final Tract Map. The Cesar Chavez Foundation, the predecessor in interest of the Developer has received the approval of Tentative Tract Map No. 82656 pursuant to Planning Commission Resolution No. 3544, which consolidates six existing parcels into one and subdivides the FH Housing Project and the El Monte Metro Family Housing Project for condominium purposes with shared off-street parking and common open spaces. Developer, the El Monte Metro Veteran Housing Project Developer and the City shall use commercially reasonable efforts to process and obtain final approval by the City of a Final Tract Map for the Project as provided in Planning Commission Resolution No. 3544 (the "Final Tract Map"). In consultation with the Developer, the El Monte Metro Veteran Housing Project Developer and the City, the Escrow Holder shall coordinate the recordation of the Final Tract Map and the recordation of any other instruments associated with the recordation of Final Tract Map All costs and expenses associated with the recordation of the Final Tract Map shall be payable by the Developer and/or the Family South Developer, as applicable. The recordation of the Final Tract Map as set forth in this Section 202.7 shall be a condition to closing and is only waivable by the Developer and the Family South Developer.

203. Title Insurance.

203.1 Title Insurance for the Developer. Concurrently with recordation of the Grant Deed (El Monte Metro Family Housing Project) conveying title to the Site to the Developer, the Title Company shall issue to the Developer, at the Developer's election, a CLTA or ALTA owner's policy of title insurance (the "Title Policy"), together with such endorsements as are reasonably requested by the Developer, insuring that the title to the conveyed Site is vested in the Developer in the Condition of Title approved by the Developer as provided in Section 202.5 of this Agreement. The Title Company shall provide the City with a copy of the Title Policy. The Developer shall pay the premium for the Title Policy and any endorsements thereto, and the Developer shall pay the cost of any Survey.

203.2 Title Insurance for Lenders Under the FH Housing Project Financing. At the Closing, the Title Company shall also issue lender's policies of title insurance in accordance with the written instruction of each Lender under the applicable element of the FH Housing Project Financing corresponding to such Lender, including the City. The City shall have no responsibility to pay for the cost of any such Lender's policy of title insurance.

204. Conditions of Closing. The Closing of the conveyance of the Site and the funding of the City FH Loan is conditioned upon the satisfaction (or written waiver by the benefited Party or Parties in the sole and absolute discretion reserved to each of them) of the following terms and conditions within the times designated below.

204.1 City's Conditions of Closing. The City's obligation to proceed with the Closing of the Conveyance of the Site and the funding of the City FH Loan is subject to the fulfillment or waiver by City of each and all of the conditions precedent described in this Section 204.1 (the "City's Conditions Precedent"), which are solely for the benefit of the City, and which shall be fulfilled or waived by the time periods provided for herein (provided, however, that if

the reason for the failure of any of the following conditions is due to a City default, such failure shall not be deemed to constitute the failure of the City's Conditions Precedent).

204.1.1 At the Closing, the Developer shall not be in material default in any of its obligations set forth in this Agreement and all representations and warranties of Developer contained in this Agreement shall be true and correct in all material respects.

204.1.2 The Developer shall have executed the City FH Loan Documents, including the HOME FH Regulatory Agreement and any other document required by the City to be executed by the Developer and the Developer shall have delivered all such documents into Escrow.

204.1.3 Prior to the Close of Escrow, the Developer shall have deposited into Escrow the Escrow closing costs and other funds which may be the Developer's responsibility to provide.

204.1.4 Developer shall have obtained ministerial approval from the City for the issuance of building permits required to commence the construction of both the El Monte Metro Family Housing Project and the El Monte Metro Veteran Housing Project, subject only to payment to the City of the cost of issuance of such building permits.

204.1.5 All of the Development Project Approvals as set forth in Section 301 remain in full force and effect.

204.1.6 [RESERVED – NO TEXT]

204.1.7 The Developer shall have provided proof of insurance to the City as required by Section 308.

204.1.8 The Developer shall have provided to the City proof of financing for the El Monte Metro Family Housing Project, and all of the documentation evidencing the El Monte Metro Family Housing Project Financing for each of the other Lenders shall have been fully executed by the Developer and the applicable Lender.

204.1.9 Receipt by the City from the Developer of such other documents, certifications and authorizations as are reasonably required by City, in form and substance satisfactory to City, evidencing that:

- (i) this Agreement and the other City FH Loan Documents are duly and validly executed by the Developer and constitute the valid and enforceable obligation of the Developer pursuant to their respective terms; and
- (ii) execution and delivery of the City FH Loan Documents, and the performances thereunder by the Developer, will not breach or violate any applicable law or governmental regulation nor constitute a default under any instrument or agreement to which the Developer is a party and if requested by City;
- (ii) an opinion of legal counsel to the Developer in a customary

form reasonably acceptable to City opining as to the issues described in this subsection and such other matters as required by the City in its capacity as lender.

204.1.10 The Title Company shall have assured the City in writing that upon recordation of the City FH Deeds of Trust, the HOME FH Regulatory Agreement and other applicable City FH Loan Documents, there will be provided to the City, at the sole expense of the Developer, an ALTA Loan Extended Coverage Policy (“Title Policy”), with endorsements required by the City issued by the Title Company in the amount of the City FH Loan, insuring the interest of the City in the Site and the mortgaged property as beneficiary under each of the City FH Deeds of Trust, and specifically insuring that the lien of each of the City FH Deeds of Trust against the Site and the mortgaged property is subject only to the lien of the Bond Trustee and any other exceptions to title applicable to the Site and the mortgaged property which shall arise upon the Closing and which have been expressly approved in writing by City as part of the FH Housing Project Financing (collectively, the “Permitted Encumbrances”).

204.1.11 No uncured event of default shall exist under any other FH Housing Project Financing document or agreement between the Developer and the entity proposing to provide other FH Housing Project Financing.

204.1.12 The Developer has demonstrated to the reasonable satisfaction of the City that all construction and permanent financing sources for development and operation of the FH Housing Project, including but not limited to equity from the Tax Credit Limited Partnership’s investor limited partner, are or will be available to the Developer at and after the Closing in sufficient amounts to provide for full and timely completion and ongoing operation of the FH Housing Project.

204.1.13 The Developer shall have furnished the City and obtained the City’s approval of all soils, geologic reports and other development related reports existing with respect to the Site. The consultants preparing such reports shall all be duly licensed to perform such work in the State of California and carry professional errors and omissions acceptable to City unless such insurance coverage for one or more consultants is specifically waived by the City. The Developer hereby acknowledges that City’s review and approval of such reports and of any other contract, document or other matter under this Agreement is solely for the benefit of City, and should not be relied upon as any assurance or warranty of the correctness, adequacy or appropriateness of any such matter.

204.1.14 The Developer shall have provided to the City, in form reasonably satisfactory to the City, copies of:

- (i) the Tax Credit Limited Partnership Agreement together with a certification by the managing general partner that such agreement or articles and bylaws has not been amended or modified except as described in the certification;
- (ii) a good standing certificate from the California Secretary of State, certifying that the Developer is duly qualified and in good standing;
- (iii) all other documents reasonably necessary to evidence to the

City's reasonable satisfaction that the individuals and entities executing this Agreement and the other City FH Loan Documents are fully authorized to do so and to bind such entities, including the Developer, to the terms of the applicable agreements, including this Agreement; and

- (iv) if the Developer is managed or operated by a corporate, limited liability or partnership entity then such entity shall provide the same information and evidence.

204.1.15 If applicable, the Developer shall have obtained the City's written approval of a multi-party construction disbursement agreement for the FH Housing Project Financing, including the disbursement of the proceeds of the HOME FH Development Project Loan, together with appropriate supplemental instruction to Escrow Holder specifying the applicable payees and uses of loan proceeds when disbursed by Escrow Holder at the Closing for the account of Developer pursuant to this Agreement.

204.1.16 The Developer shall have furnished the City and obtained the approval of other Lenders and the City to the final construction budget for the El Monte Metro Family Housing Project in a format reasonably acceptable to the other Lenders and the City.

204.1.17 The Developer shall have furnished the City and obtained the City's approval of an operating budget and management plan for the El Monte Metro Family Housing Project. Such management plan shall include a preliminary operating budget and identify each operations reserve for the FH Housing Project, including the initial funded balance of each such reserve fund, in a format reasonably satisfactory to the City. In the event the preliminary operating budget is proposed for material revision following the Close of Escrow, any such revision must be submitted to City no later than ninety (90) days prior to occupancy of the FH Housing Project and shall be approved by the City at its reasonable discretion.

204.1.18 The City shall have confirmed that the legal opinion of the City Attorney dated October 18, 2018 addressed to the LACDA regarding compliance by the City with State Constitution Article XXXIV is also applicable to the final structure of the financing for the FH Housing Project at the time of the Close of Escrow.

204.1.19 [Reserved – NO TEXT]

204.1.20 The Developer shall be ready to commence construction of the El Monte Metro Family Housing Project and the El Monte Metro (El Monte Metro Veteran Housing Project and El Monte Metro Family Housing Project); (El Monte Metro Veteran Housing Project and El Monte Metro Family Housing Project); (El Monte Metro Veteran Housing Project and El Monte Metro Family Housing Project); Housing Project Developer shall be ready to commence construction of the El Monte Metro Veteran Housing Project promptly following the Close of Escrow, and the Developer shall have furnished the City with copies of:

- (i) a contract for the FH Housing Project improvement ("Construction Contract") entered into with the General Contractor (as defined in Section 305 below);
- (ii) a payment bond with respect to the FH Housing Project as produced by the General Contractor which is in the amount

of the contract price identified in the Construction Contract, is issued by a surety reasonably acceptable to the City, is in form and content reasonably approved by the City and names the City as an additional obligee; and

- (iii) a performance bond for one hundred percent (100%) of the contract price, guaranteeing the completion of the FH Housing Project development which is in form and content reasonably approved by the City, is issued by a surety acceptable to the City, and names the City as an additional obligee.

204.1.21 The escrow transaction set forth in the Veteran Housing and Loan Agreement shall be in a condition to close and shall close concurrently with the Escrow.

204.2 Developer's Conditions of Closing. Developer's obligation to proceed with the purchase of the Site from the City and initiate and complete the construction of the FH Housing Project is subject to the fulfillment or waiver by Developer of each and all of the conditions precedent 204.2.1 through 204.2.9, inclusive, described below (the "Developer's Conditions Precedent"), which are solely for the benefit of Developer, and which shall be fulfilled or waived by the time periods provided for herein (provided, however, that if the reason for the failure of any of the following conditions is due to a Developer Default, such failure shall not be deemed to constitute the failure of the Developer's Conditions Precedent).

204.2.1 At the Closing, the City shall not be in material default in any of its obligations set forth in this Agreement and all representations and warranties of City contained herein and in the Veteran Housing and Loan Agreement shall be true and correct in all material respects.

204.2.2 The City shall have executed the Grant Deed (El Monte Metro Family Housing Project), the HOME FH Regulatory Agreement and the other City FH Loan Documents which are also required to be executed by the City and the City shall have delivered such documents into Escrow.

204.2.3 The Title Company shall have unconditionally committed to issue the Title Policy to the Developer, and the applicable policies of lenders' title insurance in favor of the City and each of the other Lenders providing the El Monte Metro Family Housing Project Financing, in accordance with Section 203.

204.2.4 Developer shall have obtained all of the Ministerial Building Permits from the City as required for the initiation of construction of the FH Housing Project subject only to the payment by the Developer to the City for the cost of issuance of such permits at the Close of Escrow.

204.2.5 All of the Development Project Approvals as set forth in Section 301 remain in full force and effect.

204.2.6 Developer shall not have elected to terminate this Agreement due to an adverse and unresolved environmental condition of the Site as set forth in Section 205.

204.2.7 The El Monte Metro Family Housing Project Financing and

Developer and/or tax credit partnership equity secured to pay for the cost of construction and permanent financing is required for the development of the FH Housing Project shall be committed to the Developer, subject to conditions set forth in the applicable loan documents and the Tax Credit Limited Partnership Agreement, and such financing shall be ready to close upon the Closing.

204.2.8 The Developer shall have obtained the insurance as required by Section 308.

204.2.9 The escrow transaction set forth in the Veteran Housing and Loan Agreement shall close concurrently with the Escrow.

205. Physical and Environmental Condition of the Site.

205.1 AS-IS Condition; Exceptions. Except as set forth herein, the Site shall be conveyed to the Developer by the City in an “AS IS/WHERE IS/SUBJECT TO ALL FAULTS” physical and environmental condition, with no warranty, express or implied, by the City as to the condition of any existing improvements, the soil, its geology, the presence of known or unknown faults or Hazardous Materials or toxic substances, and it shall be the sole responsibility of the Developer at its expense to investigate and determine the physical and environmental condition of the Site prior to the Closing of Escrow. If the physical or environmental condition is not in all respects entirely suitable for the use or uses to which the Site will be put, the Developer may terminate this Agreement prior to the Close of Escrow whereupon the parties shall be mutually released from all further liability. If the Developer approves the physical and environmental condition of the Site and accepts the conveyance of the Site, then it shall be the sole responsibility and obligation of the Developer to take such action as may be necessary to place the physical and environmental conditions of the Site in a condition entirely suitable for the purposes of the residential use and occupancy of the Site as proposed by the Developer under this Agreement.

205.2 Physical and Environmental Investigations and Testing of Site. The Developer and its agents, employees, contractors, consultants, prospective financial partners and representatives (including without limitations Developer’s environmental consultants (each an “Environmental Consultant”)) shall have the right at any time prior to the time of the Close of Escrow as the Developer deems necessary, including but not limited to tests, topographical surveys, ALTA surveys, appraisals, studies, invasive testing, geotechnical testing, and any “Phase I” and/or “Phase II” investigation of the Site. The Developer shall promptly provide the City with a copy of all reports and test results prepared by an Environmental Consultant (collectively, the “Environmental Report”). The Developer shall investigate and approve or disapprove the physical and environmental condition of the Site within the time set forth in the Schedule of Performance, and shall have the further right to review and approve any subsequent changes in the environmental condition of the Site after Developer’s initial approval. The Developer’s failure to obtain the appropriate Environmental Reports and/or to deliver written notice to the City of its disapproval of the condition of the Site within one hundred twenty (120) days following the Effective Date shall be deemed approval by the Developer of the physical and environmental condition of the Site. If Developer delivers written notice to the City of its disapproval of the Site for any reason, this Agreement shall terminate and the Parties shall have no further obligations hereunder except as explicitly provided in this Agreement.

205.3 Environmental Release of City. Subject to the Closing, the Developer for itself and for its successors and assigns hereby waives, releases and discharges forever the

City, and its employees, officers, agents and representatives, from all present and future claims, demands, suits, legal and administrative proceedings and from all liability for damages, losses, costs, liabilities, fees and expenses, present and future, arising out of or in any way connected with the physical and environmental condition of the Site, any Hazardous Materials on or under the Site, or the existence of Hazardous Materials contamination due to the generation of Hazardous Materials from the Site, however such Hazardous Materials may have come to be placed there, except that arising out of the negligence or misconduct of the City or its respective employees, officers, agents or representatives. An acknowledgement of this waiver, release and discharge of the City by the Developer shall be included in the text of the Grant Deed (El Monte Metro Family Housing Project). The Developer further acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code 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.”

As such relates to this Section 205.3, the Developer hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

205.4 Developer Hazardous Materials Precautions After Closing. From and after the time of the Closing, the Developer shall take all necessary but reasonable precautions to prevent the release into the environment of any Hazardous Materials which are located in, on or under the Site. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, the Developer shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

205.5 Developer Indemnity (Hazardous Material). Upon the Closing, the Developer agrees to indemnify, defend and hold the City, its employees, officers, agents and representatives harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, reasonable attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from the Site which occurs during the period of the Developer's ownership thereof and is caused or exacerbated by Developer, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Site which occurs during the period of the Developer's ownership of the Site. This indemnity shall include, without limitation, any damage, liability, fine, penalty, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or

other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment (collectively, "Claims"); provided, however, that the City shall not be entitled to indemnification under this Section to the extent any Claim arises out of the negligence or misconduct of the City or its respective employees, officers, agents or representatives. At the request of the Developer, the City shall cooperate with and assist the Developer in its defense of any such Claims; provided that the City shall not be obligated to incur any cost or expense in connection with such cooperation or assistance if the City is entitled to indemnification hereunder.

300. DEVELOPMENT OF THE EL MONTE METRO FAMILY HOUSING PROJECT

301. Development Project Approvals. The City has previously granted the following "Development Project Approvals" for both the El Monte Metro Family Housing Project and the El Monte Metro Veteran Housing Project:

Tentative Tract Map No. 82656; and

Density Bonus No. 02-19; and

Modification No. 13-19; and

Design Review No. 02-19.

302. Development of the FH Housing Project. The El Monte Metro Family Housing Project shall generally consist of a multifamily apartment complex with Twenty-four (24) apartment units plus one (1) on-site manager unit, and associated parking, landscaping and common areas. The Developer agrees to construct and develop the FH Housing Project substantially in accordance with the Development Project Approvals and incorporated herein, the HOME Program Regulations and all applicable local codes, development project ordinances in effect at the time of the Developer Project Approvals. As of the Effective Date, the cost to acquire and construct the FH Housing Project is estimated to be approximately Sixteen Million Eight Hundred Fifty Five Thousand Two Hundred Forty Nine Dollars (\$16,855,249). Except for the City FH Loan and certain other City financial assistance as provided under the Family South Agreement, all other FH Housing Project Financing, as well as the other City financing contemplated under the Family South Agreement, all other funds necessary to complete the acquisition and development of the FH Housing Project shall be provided by the Tax Credit Limited Partnership. Vista Del Monte Affordable Housing, Inc., the sole member of Developer, shall be the point of contact for City in connection with permit and plan submittals and site inspections for both the FH Housing Project and the El Monte Metro Veteran Housing Project.

303. Mix of Apartment Units in the FH Housing Project. Twelve (12) of the dwelling units in the FH Housing Project shall be reserved for occupancy by low and moderate income persons and families as provided in the HOME FH Regulatory Agreement. These twelve (12) dwelling units as so reserved for occupancy by low and moderate income persons and families are referenced to in the HOME FH Regulatory Agreement as the "City Affordable Units." All twelve (12) of the City Affordable Units in the FH Housing Project shall be specifically reserved and identified by the Developer as the "HOME Units" as this term is also defined in the HOME FH Regulatory Agreement. The City Affordable Units (inclusive of the HOME Units) shall be deemed to be floating units in the Housing Project as set forth in Section 2 of the HOME FH Regulatory Agreement. As of the Effective Date the Developer anticipates that the mix of bedrooms among the apartment units in the FH Housing Project shall be as

follows:

Number of Units	Number of Bedrooms in Each Unit	Number of Units in this Configuration Reserved as City Affordable Units	Number of Units in this Configuration Reserved as HOME Units
2	1	2	2
10	2	5	5
12	3	5	5
1	Manager Unit	N/A	N/A
25	N/A	12	12

304. El Monte Metro Family Housing Project Development Plans and Ministerial Project Permits.

304.1 Based upon the Development Project Approvals promptly following the Effective Date, the Developer shall promptly prepare at its sole cost and expense the appropriate plans, materials and drawings describing the means and methods for development of the FH Housing Project (collectively, the “Development Plans”) for submittal to the City for the issuance by the City (or the applicable regulatory jurisdiction) of the regulatory and building permits (each a “Ministerial Project Permit”) as required under the Governmental Requirements, including without limitation the HOME Program Regulations for the initiation of construction and improvement of the FH Housing Project. The Development Plans shall include appropriate annotations and provisions reasonably acceptable to the City for the coordination of improvement of the FH Housing Project with the construction and improvement of the El Monte Metro Veteran Housing Project. The Developer shall prepare and complete the applicable ministerial project permit applications and prepare and submit the appropriate Development Plans to obtain the issuance of the Ministerial Project Permits for the FH Housing Project at the Close of Escrow. Upon the City’s disapproval or conditional approval of any such Ministerial Project Permit, the Developer shall revise the portion of such plans identified by the City as requiring a revision and resubmit the revised plans to the City. The City shall have all rights to review and approve or disapprove all Development Plans and other required submittals in accordance with the City Municipal Code. Any and all change orders or revisions required by the City, or a City official or building inspector which is/are required under the Municipal Code and all other applicable Uniform Codes (e.g. Building, Plumbing, Fire, Electrical, etc.) and under other applicable laws and regulations shall be included by the Developer in its Development Plans and other required submittals. The City shall not be responsible either to the Developer or to any third party in any way for any defect or omission in the Development Plans, nor shall the City be liable for any structural or other defect in any work done according to the approved Development Plans, nor for any delays reasonably caused by the review and approval processes established by this Section 304.

304.2 The City hereby agrees to assist and cooperate with the Developer to obtain the Ministerial Project Permits for the Housing Project provided however the words, “assist and cooperate” as used in the preceding sentence shall not require the City to contribute or make available any funds beyond the amount of the City FH Loan as set forth in this Agreement or in the Veteran Housing and Loan Agreement.

304.3 The Developer acknowledges and agrees that the City retains regulatory jurisdiction over the review of each application and issuance of Ministerial Project Permit

inconformity with the Development Project Approvals. The City retains the sole and absolute discretion under its regulatory and other police powers to review each element of the Development Plans and to confirm that each of them is complete, and to issue the Ministerial Project Permits for the Housing Project in accordance with applicable Government Requirements including without limitation the HOME Program Regulations.

305. Construction Contract. Developer shall enter into a contract with Greenfield Construction, LLC, a California limited liability company, or one or more other general contractors reasonably acceptable to the City for the construction of the FH Housing Project (the “General Contractor”). Such contract shall also include construction coordination provisions reasonably acceptable to the City with respect to the construction and improvement of the El Monte Metro Veteran Housing Project.

306. Timing of Development of the El Monte Metro Family Housing Project. The Developer hereby covenants and agrees to apply for and make commercially reasonable efforts to obtain all Ministerial Project Permits as set forth in the Schedule of Performance and commence the improvement of the FH Housing Project promptly following the Close of Escrow. The Developer further covenants and agrees after Closing to make commercially reasonable efforts to prosecute to completion the development of the FH Housing Project in accordance with the approved Development Plans within the time set forth in the Schedule of Performance. The Developer further covenants and agrees to cooperate in good faith with the owner of the El Monte Metro Veteran Housing Project to construct and complete the El Monte Metro Veteran Housing Project concurrently with the FH Housing Project. Either party may request changes to the Schedule of Performance, which changes shall be subject to the reasonable approval of the other party as provided in Section 314 hereof.

307. [RESERVED – NO TEXT]

308. Insurance of the Developer.

308.1 In order to protect the City, its governing board, commissions, agents, officers, employees and authorized representatives against all claims and liability for death, injury, loss and damage as a result of Developer’s actions in connection with the City FH Loan and the design, construction, financing and operation of the El Monte Metro Family Housing Project, the Developer shall secure and maintain insurance as described in Attachment No. 9 (the “Insurance Requirements”). Such insurance shall be in full force and effect as of the Effective Date, and thereafter the Developer shall continuously maintain such insurance until the City FH Loan is paid in full. Developer shall pay any deductibles under all required insurance policies.

308.2 Developer shall require each contractor and sub-contractor engaged to perform any work on the FH Housing Project to provide workers’ compensation for all of such contractors’ or sub-contractors’ employees, unless the contractors’ or sub-contractors’ employees are covered by worker’s compensation insurance afforded by the Developer. If any class of employees engaged in work or services performed in connection with the FH Housing Project is not covered by Labor Code Section 3700, the Developer shall provide and/or require each contractor or sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

309. Indemnity. Separate and cumulative with the environmental indemnity of the Developer in favor of the City under Section 205.5, the Developer shall, at its expense, defend, indemnify, and hold harmless the City and its officers, agents, employees and representatives

harmless from any and all losses, liabilities, claims, lawsuits, causes of action, judgments, settlements, court costs, attorneys' fees, and other legal expenses, costs of evidence of title, costs of evidence of value, and other damages of whatsoever nature arising out of or in connection with, or relating in any manner to any act or omission of Developer or its agents, employees, contractors and subcontractors of any tier and employees thereof in connection with or arising from Developer's performance or nonperformance of its obligations under this Agreement, Developer's ownership or operation of the FH Housing Project, or the development of the FH Housing Project, except for any such loss, liability, claim, lawsuit or other damage to the extent arising from the gross negligence or willful misconduct of the City or its officers, agents, employees or representatives.

310. Right of Access And Inspection During Course of Construction. The City shall have the right at any time during normal business hours, and upon advance telephonic or written notice of at least 24 hours, to enter upon the Site during the period of construction of the FH Housing Project for purposes of inspection. If the City in its reasonable discretion determines that any work or materials are not in conformity with this Agreement or any Governmental Requirement, or that the FH Housing Project is not being operated in conformity with this Agreement or any Governmental Requirement, the City may at its election, after notice to the Developer and affording the Developer thirty (30) days after such notice to cure the matter (or without notice in the case of an emergency) and the Developer fails to cure the matter the City at its discretion may in addition to its other remedies in the Event of Default by the Developer itself elect to cure the matter. In addition, during the course of construction, after the notice and cure periods in the prior sentence, and subject to the rights of other Lenders, City may immediately stop the work and order replacement or correction of any work or materials not in conformity with this Agreement or any Governmental Requirement. Inspection by the City of the FH Housing Project or the Site is not to be construed as an acknowledgment, acceptance or representation by the City that there has been compliance with any terms or provisions of this Agreement, or that the work of improvement of the FH Housing Project will be free of faulty materials or workmanship.

311. Compliance With Laws. The Developer shall comply with all Governmental Requirements. As used herein, "Governmental Requirements" shall mean and include any and all laws, statutes, ordinances, codes, rules, regulations, directives, writs, injunctions, orders, decrees, rulings, conditions of approval, or authorizations, now in force or which may hereafter be in force, of any governmental entity, agency or political subdivision as they pertain to the performance of this Agreement or development or operation of the FH Housing Project, including specifically but without limitation all code and other requirements of the City; the California Environmental Quality Act; fair housing laws, prevailing wage laws (e.g. California Labor Code 1720 et seq. and the federal Davis-Bacon Act (40 U.S.C. 276a), and any other applicable federal, state and local laws. The indemnity of the Developer in favor of the City under Section 309 shall include the obligation of the Developer to hold the City harmless from any suit, cost, attorneys' fees, claim, administrative proceeding, damage, wage award, fine, penalty or liability arising (whether by negligence, willful act or otherwise) out of or relating to the Developer's failure to comply with any Governmental Requirements, including, without limitation, the nonpayment of any prevailing wages required to be paid, failure to maintain wage records, failure to post prevailing wage schedules, or other acts or omissions, regardless of whether they are the responsibility of the contractor or the party awarding the contract. The Developer shall pay prior to delinquency all ad valorem real estate taxes and assessments on the FH Housing Project, subject to the Developer's right to contest in good faith any such taxes, and to the Developer's rights to request a property tax valuation exemption or reduction under

California Revenue and Taxation Code Section 214 for the FH Housing Project. The Developer may apply for and receive any exemption from the payment of property taxes or assessments on any interest in or to the FH Housing Project without the prior approval of the City.

312. Prevailing Wages.

312.1 State and Federal Prevailing Wage Laws Applicable to the FH Housing Project. The Developer shall carry out and the improvement and construction of the FH Housing Project and the development of the Site in conformity with all applicable federal and state labor laws, if any. If applicable, Developer and its contractors and subcontractors shall pay prevailing wages to all persons who provide labor services in connection with the improvement of the FH Housing Project in compliance with the Davis-Bacon Act (40 USC Section 276a) and Labor Code Section 1770, *et seq.*, and shall be responsible for the keeping of all records required pursuant to Labor Code Section 1776, complying with the maximum hours requirements of Labor Code Sections 1810 through 1815, and complying with all regulations and statutory requirements pertaining thereto. Developer shall be solely responsible for determining and effectuating compliance with such prevailing wage laws.

312.2 Prevailing Wage Indemnity in Favor of City. Separate and cumulative with the other indemnity provisions of this Agreement in favor of the City, the Developer shall indemnify, protect, defend and hold harmless the City and its officers, employees, contractors and agents, with counsel reasonably acceptable to the City, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorneys' fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction, and/or operation of the FH Housing Project including, without limitation, any and all other public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Developer of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay Davis Bacon Act or State of California prevailing wages); (2) the implementation of the Davis Bacon Act and/or Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Developer to provide any required disclosure or identification as required by Labor Code Section 1781 or the Davis Bacon Act, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the development of the FH Housing Project, Developer shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781 and the Davis Bacon Act, as the same may be amended from time to time, and/or any other similar law. The term "increased costs," as used in this Section 312, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the development of the FH Housing Project by the Developer.

313. City of El Monte Construction Job Employment Outreach Program of the Developer.

313.1 The Developer hereby agrees to use faith efforts to recruit residents of the City of El Monte for any new job or entry level employment positions, and to the extent of all other factors being equal and consistent with other applicable law, the Developer covenants on a best efforts basis to give El Monte residents preference for hiring for such new entry level job or employment positions and to the maximum reasonable and feasible extent, use the services of businesses which are located in the City of El Monte which result from the performance of this

Agreement and which are performed within the City.

313.2 “Good faith efforts” of the Developer for the purposes of this Section 313 include, but are not limited to, the following factors:

- (1) advertisement in local media concerning employment, contracting and subcontracting opportunities;
- (2) providing written notice to a reasonable number of local business enterprises soliciting their interest in contracting or subcontracting in sufficient time to allow them to participate effectively;
- (3) establishing an applicant pool of eligible persons who have responded to such entry level employment outreach efforts of the Developer;
- (4) attendance at pre-solicitation or pre-bid meetings that were scheduled by the Authority to inform contractors or subcontractors of contracting and subcontracting opportunities for local business enterprises;
- (5) following up initial solicitation of interest by contacting local business enterprises by telephone to determine with certainty whether they are interested in participating;
- (6) selecting portions of the work to be performed by local business enterprises;
- (7) providing interest local business enterprises and other enterprises with adequate information about the plans, specifications and requirements of contracts and subcontracts;
- (8) negotiating in good faith with interested local business enterprises to perform work; and
- (9) making reasonable efforts to assist interested local business enterprises in obtaining necessary sources of supply, lines of credit or insurance in order to participate in such work associated with the Project.

313.3 If requested to do so by the City, the Developer shall provide the City with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

314. FH Housing Project Implementation and Coordination Consultations.

314.1 Commencing upon the Effective Date, and thereafter following the Close of Escrow through the completion of the FH Housing Project and the El Monte Metro Veteran Housing Project or earlier termination of this Agreement, the Developer and City staff shall conduct regular meetings at the City offices, to review the status of each of the following matters of mutual interest as applicable:

- (i) the Developer investigations of the Site;
- (ii) the administration of the Escrow;
- (iii) review of the Developer's Pro Forma and the sources of funds available to the Developer and the City to pay for FH Housing Project costs;
- (iv) finalization of the text of each of the City FH Loan Documents including the HOME FH Regulatory Agreement in preparation for the Close of Escrow;
- (v) review of the State CDLAC/TCAC submissions of the Developer and the Tax Credit Limited Partnership Agreement;
- (vi) review of the status of the other elements of the FH Housing Project Financing and the El Monte Metro Veteran Housing Project Financing, the LACDA Financing, and other Lender documents, the State TCAC allocation of tax credits for the FH Housing Project and the other Developer equity requirements;
- (vii) review of the FH Housing Project construction budget and the Developer's preparation of construction project documentation for the FH Housing Project under Sections 304, 305 and 306;
- (viii) review of the implementation of the FH Housing Project job employment outreach program under Section 313;
- (ix) review the Developer marketing plans for the rental housing dwelling units, and the preparation of one or more community outreach plans for the preparation of a tenant eligibility lists for persons who may qualify, occupy the City Affordable Units, including the HOME Units in the FH Housing Project;
- (x) review of the progress of specific items of construction and improvement by the Developer of each element of the FH Housing Project;
- (xi) review the status of audit and accounting of various costs incurred by the parties under the Agreement, including without limitation the audit of amounts disbursed by the City to the Developer as the City HOME Project Development Loan;
- (xii) review of the CEQA and NEPA finding for the FH Housing Project during the course of construction of the FH Housing Project;
- (xiii) review and coordinate with the design, acquisition, financing and development of the El Monte Metro Family Housing Project;
- (xiv) review of the temporary Trolley Station Relocation Work under the El Monte Trolley Station Temporary Relocation Construction Agreement and License;
- (xv) review and confirmation of the dates set forth in the Schedule of Performance for the performance of the obligations of the parties and the satisfaction of various conditions precedent with respect to the redevelopment of the Housing Project;
- (xvi) review of other matters as requested in writing by either party.

314.2 In the event that either party confirms within ninety (90) days following the Effective Date that the dates of one or more milestones set forth either in this Agreement or in the Schedule of Performance cannot be feasibly accomplished within the time frame set forth in the Schedule of Performance, as such date or milestone appeared in the Schedule of Performance or this Agreement on the Effective Date, the parties shall consider under the provisions of Section 314.3 one or more specific extensions of the applicable date.

314.3 This Agreement and the Schedule of Performance set forth various dates and times relating to the implementation of the FH Housing Project, and the accomplishment of the various tasks assigned to the responsible party including without limitation, the satisfaction of the conditions precedent for the Close of Escrow. The parties agree and declare that time is of the essence in the performance of such tasks and the satisfaction of conditions precedent for the Closing in view of the large investment of resources which both parties recognize will be required for the redevelopment of the FH Housing Project. In the event that the date for the completion of a task or the satisfaction of a condition relating to the implementation of the FH Housing Project and/or the Close of Escrow may not be achieved by the particular date ascribed to the task or condition as set forth either in the text of this Agreement or in the Schedule of Performance, including without limitation any extensions for delays due to force majeure, applications for state housing subsidy programs, LIHTCs and local subsidies, if applicable, then at least fifteen (15) days prior to such date the parties shall, as part of their consultations under Section 314.1, consider whether a modification to the Schedule of Performance may be indicated. Any decision to approve a modification or a series of such modifications to the time for performance of a task as provided in either this Agreement or the Schedule of Performance, shall be subject to the mutual reasonable discretion of the Developer and the City Manager and shall not be unreasonably withheld, conditioned or delayed by either party. Each such modification of a date in the Schedule of Performance shall be evidenced by a written modification of the Schedule of Performance, signed by the City Manager and Developer which references this Section 314.3. Notwithstanding the foregoing, City Manager may require any modification or series of modifications of a time or date for performance of a particular matter set forth in this Agreement or in the Schedule of Performance which results in a delay or extension of more than ninety (90) days later than the time as originally provided in the Schedule of Performance on the Effective Date, shall be made subject to the approval of the City Council in its reasonable discretion; provided, however, that the Close of Escrow shall occur by the Outside Closing Date as set forth in Section 202.4.

315. [Reserved – NO TEXT]

316. Enforced Delay: Extension of Time of Performance; Challenge of Agreement.

316.1 In addition to specific provisions of this Agreement, performance by either Party hereunder or under any agreement contemplated hereby shall not be deemed to be in default, or considered to be a default, where delays or defaults are due to force majeure events beyond the control of such Party, including, without limitation, war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, government imposed moratorium legislation, delays in obtaining required governmental approvals caused by any governmental agency or department, the discovery of any Hazardous Materials on the Site which requires a response, remediation, management, mitigation, removal or correction by the Developer under applicable law, freight embargoes, lack of transportation, weather-caused delays, inability to secure necessary labor,

materials or tools, delays of any contractor, subcontractor or supplier, or other reason, that is not attributable to the fault of the Party claiming an extension of time, that suspends the Close of Escrow or the performance of a Party's obligation hereunder; provided however that the Close of Escrow shall never the less occur by a date not later than the Outside Closing Date as set forth in Section 202.4, or following the Close of Escrow, the prosecution of the work of improvement of the FH Housing Project, or if construction is complete, suspends the operation of the FH Housing Project. An extension of time for any such force majeure cause shall be for the period of the enforced delay and shall commence to run from the date of occurrence of the delay; provided, however, that the Party claiming the existence of the delay first provides the other Party with written notice of the occurrence of the delay, promptly after the commencement of such occurrence of a force majeure event and, thereafter, takes prompt and reasonable action within its control to prosecute the delayed performance caused by such force majeure event.

316.2 The parties each expressly acknowledge and agree that changes in either general economic conditions or changes in the economic assumptions of either of them that provided a basis for entering into this Agreement occurring at any time after the execution of this Agreement, are not force majeure events and do not provide either party with grounds for asserting the existence of a forced delay in the performance of any covenant or undertaking arising under this Agreement. Each party expressly assumes the risk that changes in general economic conditions or changes in their economic assumptions could impose an inconvenience or hardship on the continued performance by such party under this Agreement and that such inconvenience or hardship is not a force majeure event and does not excuse the performance by such party of its obligations under this Agreement.

316.3 The Developer acknowledges that the City is a "public entity" and/or a "public agency" as defined under applicable California law. Therefore, the City must satisfy the requirements of certain statutes relating to the actions of public entities, including, without limitation, the California Environmental Quality Act ("CEQA") and the National Environmental Protection Act ("NEPA"). Also, as a public body, the City's action in approving this Agreement may be subject to proceedings to invalidate the Agreement. The Developer hereby assumes the risk of delays and damages that may result to the Developer from any such third-party legal actions filed and served on the City which challenges this Agreement following the Effective Date, even in the event that an error, omission or abuse of discretion by the City is determined to have occurred. If a third-party files a legal action regarding the City's approval of this Agreement or the pursuit of the activities contemplated by this Agreement, the City or the Developer may terminate this Agreement on thirty (30) days written notice to the other party of the terminating party's intent to terminate this Agreement, referencing this Section 316.3, without any further obligation to perform the terms of this Agreement and without any liability to the other party resulting from such termination (except that the City shall return the Independent Consideration to the Developer), unless the other party unconditionally agrees to indemnify and defend the terminating party against such third-party legal action, as provided herein. Within thirty (30) days of receipt of the terminating party's notice of intent to terminate this Agreement, as provided in the preceding sentence, the other party may offer to defend the terminating party in the third-party legal action and pay all of the court costs, attorney fees, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action. Any such offer from the other party must be in writing and in a form reasonably acceptable to the terminating party.

400. CITY FH LOAN.

401. City Agreement to Provide City FH Loan. In consideration of the representations, covenants and obligations of the Developer in favor of the City to the terms and conditions of this Agreement, upon the satisfaction of the Conditions Precedent of the City and the Close of the Escrow, the City hereby agrees to provide the City FH Loan in the original aggregate principal amount of not to exceed Two Million Forty Nine Thousand One Hundred Dollars (\$2,049,100) to the Developer (or its permitted assignee) as borrower of the City FH Loan, less the amount of the Independent Consideration and subject to the final principal amount of the HOME FH Note as provided in Section 401.2(ii). The proceeds of the City FH Loan shall be used and applied by the Developer solely for the acquisition and improvement of the FH Housing Project.

401.1 The City FH Loan shall be evidenced by the:

- (i) FH Site Mortgage Note; and
- (ii) the HOME FH Note, in the final principal amount as applied at the Close of Escrow in Section 401.2(ii).

401.2 The two (2) separate City Notes as each such promissory note may be modified, supplemented and replaced from time to time prior to the Closing:

- (i) the FH Site Mortgage Note (Prop A/Prop C/CDBG) in the original principal amount of Two Million Forty Nine Thousand One Hundred Dollars (\$2,049,100); and
- (ii) the HOME FH Note in the original principal amount not to exceed Six Hundred Thousand Dollars (\$600,000). The original principal amount of the HOME FH Note may be reduced as of the time of the Closing and a portion of the \$600,000 in available City HOME Program funds may be reallocated by the City to the El Monte Metro Veteran Housing Project; provided however that the aggregate amount of all such City HOME Program funds to be made available to the Developer and to El Monte Metro Veteran Housing Project Developer as of the Closing and the concurrent closing of the escrow transaction in the Veteran Housing and Loan Agreement shall not in the aggregate exceed \$2,000,000. Depending on the final El Monte Metro Family Housing Project development proforma and the requirements of the other Lenders, including the LACDA, as of the time of the Closing it is possible that no funds will be disbursed to the Developer under the HOME FH Note for the El Monte Metro Family Housing Project .

Each of the City FH Notes shall be secured by a deed of trust in favor of the City and each of the City FH Notes set forth terms and conditions for its repayment to the City. As a condition for the disbursement of the City FH Loan, the Developer shall execute each of the City FH Notes at the Closing together with the other related City FH Loan Documents.

401.3 Each of the City FH Loan Documents shall be subject to the final and conforming edits approved by City so as to conform the then text of each City FH Note including the definition of "Residual Receipts" as set forth in each such City FH Note, to the final terms of the FH Housing Project Financing as provided by the Bond Trustee, the tax credit investor and

the other Lenders, as applicable. At the Close of Escrow, the City shall deliver to the Escrow Agent each of the FH Housing Project Escrow Closing City FH Note Allonges for attachment to the applicable City FH Note.

401.4 The final forms of City FH Notes, City FH Deeds of Trust and the HOME FH Regulatory Agreement shall be substantially in the form attached hereto as Attachments No. 4, No 5 and No. 7, respectively, with such changes as may be mutually approved in writing by the City, Developer, the Bond Trustee, the tax credit investor and the other Lenders so as to conform to the applicable regulatory requirements of the City FH Loan in light of the final terms of the loan documents of such other Lenders and the tax credit investor.

402. Interest. The undisbursed and unpaid principal balance of the City FH Loan shall bear interest commencing on the date when the proceeds of each respective City FH Note are disbursed for the account of the Developer and ending on the date when paid, at the rate of three percent (3%) per annum simple interest (the “Basic Rate”). Interest shall be computed on each City FH Note on the basis of the actual number of days elapsed and a three hundred and sixty (360) day year. Notwithstanding the foregoing, and without limiting any other remedy of the City in the event of a Default by the Developer following the Closing, amounts not paid by the Developer when due under each City FH Note, subject to the notice and cure provisions of Section 801.1, shall bear interest from the Date when due to the date paid at the rate of ten percent (10%) per annum (the “Default Interest Rate”).

403. Payment Dates and Amounts; Term. As set forth in greater detail in each of the City FH Notes the Developer shall repay the City FH Loan, together with accrued interest at the Basic Rate in arrears, in annual installments on or before June 1st of each calendar year for the operating year of the FH Housing Project that is two (2) years earlier. The initial payment under each City FH Note Project will be made on or before June 1, 2024 and will be based on “Residual Receipts,” as defined in each of the City FH Notes, and only to the extent Residual Receipts are available, commencing until the first operating year ending December 31, 2022. Annually, thereafter upon the receipt of the “Single-Asset Audit,” as this term is defined in Section 409, the City shall calculate the Residual Receipts and corresponding City FH Note(s) payment. The City shall then issue a written payment request to the Developer and payment is due from the Developer upon receipt of the payment request and no later than June 1st. All records and calculations of the Developer with respect to the amount of Residual Receipts of the FH Housing Project are subject to audit by the City.

Absent prepayment or acceleration, each of the annual payments due June 1, 2024 through and including June 1, 2076 shall be in an amount equal to the final percentage of Residual Receipts for the operating year of the FH Housing Project that is two (2) years earlier which LACDA and the City have agreed is allocated to the City. After payment of 100% of the deferred developer fee to the Developer, Residual Receipts shall be allocated as follows: Developer – fifty percent (50.0%), and fifty percent (50%) to the City or if applicable, to be distributed on a pro rata basis between LACDA and the City to be confirmed in the reasonable mutual and customary practice of LACDA and the City at least thirty (30) days prior to the Closing.

In no event shall any City FH Note payment attributable to an Event of Default (as hereafter defined) or an acceleration of the City FH Loan be deferred.

Notwithstanding any other provision of a City FH Note or of this Agreement to the contrary, unless due sooner, the entire outstanding principal balance of the City FH Loan

together with any outstanding interest and any other sums payable under the City FH Notes then outstanding shall be due and payable in full on the date that is fifty-seven (57) years following the Close of Escrow ("Maturity Date").

404. Acceleration. Notwithstanding the payment terms set forth in Section 403 above, upon the occurrence of any Event of Default by the Developer as set forth in Section 801, the entire outstanding principal balance of the City FH Loan, together with any outstanding interest and other amounts payable thereunder, shall, at the election of the City and upon notice to the Developer thereof, become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Developer.

405. Prepayment of City FH Loan. At any time after the disbursement of the proceeds of the City FH Loan, the Developer may prepay all or a portion of the unpaid principal amount of one or more City FH Notes and accrued interest and any other sums outstanding without penalty. The Developer hereby agrees and understands that the prepayment of any of the City FH Notes shall not relieve the Developer of the duty to comply with the covenants described in Section 500 and such obligations and covenants shall remain in full force and effect pursuant to their terms. All payments, including any prepayments or funds received upon acceleration pursuant to Section 404, shall be applied first toward any outstanding costs of collection or other amounts (excluding principal or accrued and unpaid interest under any of the City FH Notes) due under the City FH Notes or this Agreement, then toward outstanding unpaid interest accrued at the Default Rate of ten percent (10%) per annum (simple interest), if any, then toward outstanding unpaid interest accrued at the Basic Rate prior to the commencement of accrual of interest at the Default Rate, if any, and finally toward the remaining principal balance under the applicable City FH Note.

406. Security and Source of Payment.

406.1 The obligation of the Developer to repay the City FH Loan and any associated interest and other amounts payable under this Agreement or any of the City FH Notes shall, at all times during which any amount remains outstanding, be secured by the applicable City FH Deeds of Trust (as amended, modified, supplemented, and replaced from time to time for the applicable City FH Note) recorded against the Developer's fee interest in the Site and the FH Housing Project and creating a security interest therein and such other related rights as are described therein (collectively, referred to in each City FH Deed of Trust as the "Mortgaged Property"). The security interest in the Mortgaged Property granted to the City pursuant to each of the City FH Deeds of Trust shall be subordinate only to the security interest of the Bond Trustee in the FH Housing Project, the other Permitted Encumbrances and such other exceptions to title shown in the title report for the Mortgaged Property which are approved in writing by City prior to the Closing as set forth at Section 204.1.10.

406.2 Except to the extent any Event of Default hereunder results directly or indirectly from any willful misconduct, fraud or intentional misrepresentation by the Developer in connection with this Agreement or the City FH Loan, the City FH Loan (and each of the City FH Notes) is a nonrecourse obligation of the Developer, and in the event of the occurrence of an Event of Default, the only recourse of the City under the City FH Deeds of Trust shall be against the Mortgaged Property, the proceeds thereof, the rents and other income arising from its use and occupancy as provided in the City FH Deeds of Trust, and any other collateral given to City as security for repayment of the City FH Loan such that neither the Developer nor any partner of

the Developer shall have personal liability for repayment of the City FH Loan.

406.3 At Close of Escrow, the Developer shall also submit in form and substance satisfactory to City such additional instruments, documents or pledges required by City to further perfect, confirm or establish its security interest in the Mortgaged Property and interests related thereto, subject to the approval of the Tax Credit Limited Partnership investor limited partner and other Lenders, including but not limited to:

- (i) assignment of Construction Contracts and Documents to the City; and
- (ii) collateral assignment of Architect's Contract to the City; and
- (iii) collateral assignment of the FH Site Mortgage Note by the City (Prop A/Prop C/CDBG) to the City Proposition "A" and Proposition "C" Local Return accounts; and
- (iv) subordination agreement in favor of the Bond Trustee in from acceptable to the City.

407. Escrow; Conditions for City FH Loan Closing and Disbursement.

407.1 Escrow. Delivery of each of the executed City FH Notes and City FH Deeds of Trust and other City FH Loan Documents shall be accomplished through the Escrow.

The Parties may execute supplemental instructions to Escrow Holder with respect to the City FH Loan consistent with the terms of this Agreement, but in the event of a conflict between the terms of this Agreement and any supplemental escrow instructions with respect to the City FH Loan, the terms of this Agreement shall control unless the supplemental escrow instructions are executed by both Parties hereto. Except as otherwise expressly provided herein, any fees and costs incurred by Escrow Holder in the performance of its duties with respect to the administration of the City FH Loan Date shall be paid by the Developer.

407.2 [RESERVED – NO TEXT]

407.3 [RESERVED – NO TEXT]

407.4 City FH Loan Closing Conditions. The obligation of the City to make disbursements of City FH Loan proceeds under this Agreement shall be expressly subject to satisfaction of all of the Conditions Precedent set forth in Section 204.1.

408. Post-Escrow Closing Disbursements of City HOME FH Development Project Loan.

408.1 General Disbursement Conditions. If applicable, a portion of the City FH Loan proceeds under the HOME FH Development Project Loan which are not disbursed to the order of the Developer at Close of Escrow will be held by the City for subsequent disbursement to the Developer as provided herein. Subsequent disbursements of the principal balance of the HOME FH Development Project Loan after the Close of Escrow which were not released and paid to the order and instruction of the Developer at the Closing will be made as reimbursement for actual course of construction expenses incurred for the FH Housing Project and will not be made until the Developer has submitted and the City has approved the following:

- (1) Disbursement Request / Demand letter, which shall include, (i) a certification by the Developer that there are no defaults under the Agreement or any other FH Housing Project Financing Documents, its partnership agreement, or other governing documents, or any agreements with its investors and no event or condition exists which, with the giving of notice, passage of time or both would result in a default thereunder, (ii) reaffirmation that the representations and warranties made by the Developer in the Agreement and the other City FH Loan Documents are true and correct as of the date of such request or letter, and (iii) a certification by the Developer that all information and materials provided to City in connection with the request or letter are true and complete and do not omit any material information;
- (2) Wiring instructions;
- (3) Complete FH Housing Project development budget as of the date of the disbursement request including sources and uses and noting prior and current draws and any reallocations to the budgeted line items;
- (4) Itemized list of all expenses included in the disbursement request;
- (5) Invoices or other evidence of obligation for all expenses included in the disbursement request;
- (6) Proof of payment for all expenses included in the disbursement request (i.e., cancelled checks, receipts); and
- (7) Any additional requirements established at the City's reasonable discretion.

Collectively these items make up the draw disbursement request ("Draw Disbursement Request")

408.2 Other Disbursement Conditions. Along with the submission of a Draw Disbursement Request by the Developer as outlined in Section 408.1, the following additional requirements must be met for each requested disbursement of the HOME FH Development Project Loan after the Close of Escrow:

- (1) Payment request from General Contractor on AIA G702 form, with such changes as required by City, and executed by all required signatories;
- (2) Payment detail spreadsheet on AIA G703 form;
- (3) A separate statement signed by the general contractor and the architect that there are no defaults under their respective agreements with The Developer and their respective subcontractors;

- (4) List of subcontractors and suppliers in the current draw and their payment request amounts;
- (5) Conditional lien releases for the current payment request from General Contractor, subcontractors and suppliers;
- (6) Unconditional lien releases for the previous payment requests from General Contractor, subcontractors and suppliers with respect to prior advances dated thirty (30) days or more prior to the current payment request;
- (7) Evidence of compliance with applicable prevailing wage laws; and
- (8) A certification from the Developer in a form reasonably acceptable to City regarding (a) the actual construction costs incurred compared to budgeted costs; (b) percentage of FH Housing Project completion and estimated cost to complete the FH Housing Project, and (c) that the Developer is not in default under any of the FH Housing Project Financial Documents, its Tax Credit Limited Partnership Agreement, or other governing documents, or any agreements with its investors.
- (9) At the sole discretion of the City, HOME FH Development Project Loan proceeds used for construction cost payments are subject to a ten percent (10%) withholding (“Retention Proceeds”) until completion of the FH Housing Project is achieved.

409. Covenants of Developer. As additional consideration for providing the City FH Loan and the Close of Escrow, the Developer covenants as follows:

409.1 The Developer shall comply with all Governmental Requirements.

409.2 The Developer shall make available for inspection and audit to the City, upon five (5) business days written request, from time to time, at the office of the Developer, or, if requested by the City, at another location within Los Angeles County, all of the books and records relating to the operation of the FH Housing Project and this Agreement. All such books and records shall be maintained by the Developer until three (3) years of the end of the Term of this Agreement; provided that in the event any litigation, claim or audit is started before the expiration of the Term, such books and records shall be retained until all litigation, claims, or audit findings involving such books and records shall have been resolved.

409.3 Other Reports. Upon fifteen (15) business days’ written notice the Developer shall prepare and submit to the City, any financial, program progress, monitoring, evaluation or other reports (including, but not limited to, documents related to construction and project financing) reasonably required by the City as they relate to the FH Housing Project or this Agreement; provided, however, if such requested reports are not capable of being prepared and submitted to the City within such fifteen (15) –day period, then within a reasonable time thereafter. The Developer shall ensure that its employees, agents, officers, and board members furnish such information, which in the reasonable judgment of the City, may be relevant to a

question of compliance with this Agreement, and the City FH Loan Documents. The Developer shall retain all existing records and data relating to the FH Housing Project until three (3) years after the end of the Term of this Agreement. In the event any litigation, claims or audit is started during the Term, such books and records shall be retained until all litigation, claims or audit findings involving such books and records have been resolved.

409.4 On or before October 1st of the year following the initial occupancy of the FH Housing Project and on or before each subsequent October 1st thereafter during the Term of the Agreement, the Developer will be required to submit a Single-Asset Audit. "Single-Asset Audits" are cash-based audits of operations at the FH Housing Project for the prior FH Housing Project Accounting Year. The Single-Asset Audit is to be prepared internally and to be conducted in accordance with Generally Accepted Auditing Standards. If the Developer does not provide the Single-Asset Audit within ninety (90) days of such October 1st date, such a failure following the giving of notice and the failure by the Developer to cure shall be an Event of Default.

409.5 Along with the Single-Asset Audit description in Section 409.4, the Developer shall deliver to City, on forms prepared and provided by the City from time to time, but no more often than once (one time) in any 12-month period, a statement certified by the Developer's accountant (the "Annual Statement"), separately setting forth:

- (i) the aggregate Gross Rents (as defined in the City FH Notes) received during the FH Housing Project's previous operating year;
- (ii) the aggregate Operating Expenses (as defined in the City FH Notes) expended during the FH Housing Project's previous operating year; and
- (iii) the resulting Residual Receipts (as defined in the City FH Notes).

If the Developer provides any written report regarding the financial condition, operating condition, management condition or projection thereof related to all or any part of the FH Housing Project to nonaffiliated parties, including State TCAC, or any other Lender, or credit rating agency, the Developer shall concurrently provide a copy of any of such written report to the City.

409.6 In the event this Agreement or any element of the City FH Loan is subjected to audit, monitoring or other inspections by appropriate state and federal agencies, during or after the Term of this Agreement, the Developer shall comply with such inspections and pay on behalf of itself and the City, the full amount of the cost to the inspecting agency which result from such inspections, if any, unless such inspection and any resulting liability arises solely from the gross negligence or willful misconduct of City.

409.7 The Developer shall allow the City to inspect and monitor its facilities and program operations as they relate to the FH Housing Project the financial reports and disclosures set forth in Section 409.2 through 409.6, inclusive and the applicable Government Requirements, including the HOME Program Regulations, and in this regard, the City may meet with and interview any of the Developer's staff, tenants, and other program participants, as reasonably required by City.

409.8 The Developer shall comply in all material respects with all monetary and

nonmonetary covenants associated with any loan secured by an interest in the Site or the FH Housing Project (“Other Secured Obligations”) for all of the other elements of FH Housing Project Financing, in addition to the City FH Loan.

409.8.1 The Developer shall provide to the City with a copy of any notice of default which arises under any of the other Secured Obligations within five (5) business days after receiving any notice of a default or alleged default of such covenants by the Developer, and the Developer shall promptly cure any such default, and if applicable, the Developer shall cooperate in permitting the City, to the extent the City in its sole discretion elects to do so, to cure or assist in curing the default. Any reasonable cost or expenditure incurred by the City in providing or assisting in such a cure shall be deemed added to the outstanding principal amount of the HOME Project Development Loan. The Developer shall not agree to or allow any material change in its Other Secured Obligations, now or hereafter existing, without (i) providing thirty (30) day’s prior notice to the City of such proposed action, (ii) providing the City with true and complete copies of all documentations related to such action, (iii) obtaining the prior written consent of the City to such action. A “material change” shall mean:

- (i) an increase in the maximum principal amount or applicable interest rate of the Other Secured Obligation for any purpose other than in accordance with documentation for such Other Secured Obligation provided to City by the Developer; (ii) a shortening or acceleration of the maturity date of the Other Secured Obligation (other than an acceleration upon the occurrence of a default under such Other Secured Obligation) or the date on which any portion of the Other Secured Obligation is due and payable; (iii) an elimination or curtailment of the terms of any notice or cure period afforded to the Developer under the Other Secured Obligation; or (iv) the addition of any provisions to cross-default or cross collateralize the Other Secured Obligation with any other loan that has been or is made by such lender with respect to matters unrelated to the FH Housing Project.

409.8.2 The provisions of this Section 409.8 may be implemented by means of a City FH Loan intercreditor and/or subordination agreement by and among the Senior Lender and each of the other lenders with a security interest in the FH Housing Project. Such an intercreditor or subordination agreement shall be subject to the mutual reasonable review and approval of the Developer, the Developer’s Tax Credit limited partner, LACDA, if applicable, the Senior Lender and other Lenders and the City, as consistent with this Agreement and subject to such mutual review and approval among the parties thereto, such intercreditor and/or subordination agreement for the City FH Loan shall be fully executed by the parties thereto and filed for recordation upon the Closing.

409.9 Promptly following the Close of Escrow, the Developer shall cause the FH Housing Project construction work to commence and thereafter, proceed diligently, and make commercially reasonable efforts to achieve “Completion of the FH Housing Project,” as defined below, no later than eighteen (18) months following the Close of Escrow, subject to extension for up to an additional twelve (12) months to the extent of force majeure delays beyond the Developer’s reasonable control. “Completion of the FH Housing Project” shall be deemed to have occurred when the City has received satisfactory evidence that all final permits and certificates necessary to the occupancy and operation of the Housing Project as contemplated herein have been obtained and that the FH Housing Project has been completed in compliance with this Agreement. This evidence shall include, without limitation, the following, each of which is subject to the City’s review and approval:

- (1) a signed certificate of substantial completion from the FH Housing Project's architect or General Contractor, in a form reasonably acceptable to the City, certifying to the City that construction was completed substantially in accordance with the requirements of the plans and specifications and this Agreement, and all other related on-site and off-site improvements have been completed;
- (2) a temporary certificate of occupancy and other final permits and licenses necessary to permit the use and occupancy of the FH Housing Project for its intended purposes, which have been issued by the City;
- (3) unconditional waivers and releases upon final payment, in statutory form, showing no amounts in dispute, have been received from the General Contractor, all subcontractors, and all other persons or entities providing services or furnishing materials in connection with the FH Housing Project;
- (4) a copy of the notice of completion recorded by the Developer in compliance with California Civil Code;
- (5) expiration of all applicable statutory periods for the enforcement of any mechanics' liens pursuant to applicable California laws and a Mechanics' Lien – Notice of Completion Endorsement from Title Company in favor of the City certifying that the Mortgaged Property is free from liens; and
- (6) a certification in a form acceptable to the City from the Developer that all of the work has been performed in accordance with applicable laws and the City FH Loan Documents.

Upon the City's confirmation that the foregoing conditions have been satisfied, the City shall cause the Certificate of Completion for the FH Housing Project to be executed on behalf of the City and filed for recordation. The issuance and recordation of the Certificate of Completion with respect to the FH Housing Project shall not supersede, cancel, amend or limit the continued effectiveness of any obligation of the Developer relating to the maintenance, or use of the FH Housing Project, or any obligation of the Developer which arise under the City FH Loan Documents, except for the obligation to complete the construction of the FH Housing Project.

409.10 During the course of improvement of the FH Housing Project, the Developer shall comply with all CEQA and NEPA mitigation measures or other environmental conditions imposed by the City, or any other applicable governmental authority in connection with the FH Housing Project.

409.11 The Developer agrees that it shall notify the City of the occurrence of any event that has caused, will cause, or is reasonably likely with the passage of time to cause, the rescission or reduction of a preliminary or final reservation of state or federal low-income housing tax credits ("LIHTC"), a reduction in the amount of limited partner equity as forecast for the FH Housing Project as the time of the Close of the Escrow, or the withdrawal of any limited partner (collectively "Low-Income Housing Tax Credit Events") within fifteen (15) days of the occurrence of such event or within fifteen (15) days of the date when the Developer gains

specific knowledge of the occurrence of such event. This provision shall not apply to fluctuations in FH Housing Project development costs that occur in the normal course of business during construction of the FH Housing Project that affect the amount of the preliminary or final LIHTC reservation and/or the amount of limited partner equity.

500. USE OF THE SITE, THE EL MONTE METRO FAMILY HOUSING PROJECT AND LEASING AND MANAGEMENT

501. Limitations on Tenants. Notwithstanding anything to the contrary in this Agreement, the Developer hereby covenants on behalf of itself, and its successors and assigns, which covenants shall run with the land and bind every successor and assign in interest of the Developer, that, throughout the term of the HOME FH Regulatory Agreement, the Developer and such successors and assigns shall use the Site solely for the purpose of developing and operating the FH Housing Project as a residential rental facility as set forth in the HOME FH Regulatory Agreement.

502. Limitations on Residential Tenants. The Developer agrees to comply with the HOME FH Regulatory Agreement and with any other income, rent, and occupancy restrictions imposed by other Lenders under the FH Housing Project Financing and by the State CDLAC and State TCAC. If there is a conflict between the requirements of the various other providers of the FH Housing Project Financing or State CDLAC or State TCAC, the most restrictive income, rent and occupancy requirement will prevail; provided however, that no such restrictive rental or occupancy requirement shall cause the Housing Project to not be in compliance with the applicable provisions of Article XXXIV of the State Constitution. The requirements to comply with the provisions of Internal Revenue Code Section 42, including Section 42(h)(6)(E)(ii), are hereby acknowledged by the Parties.

The Developer and its successors and assigns shall develop and operate the FH Housing Project with the number of total units and, with respect to the rental dwelling units as designated in the HOME FH Regulatory Agreement to be assisted as consideration for the City FH Loan (e.g. the “City Affordable Units” as defined in the HOME FH Regulatory Agreement), at the tenant income levels, specified in the HOME FH Regulatory Agreement. The Developer shall construct, reserve and maintain for occupancy by “Eligible Households”, as this term is defined in the HOME FH Regulatory Agreement, twelve (12) City Affordable Units, and at least ten (10) of the City Affordable Units shall be designated and reserved for occupancy by Eligible Households as “HOME Units” as this term is also defined in the HOME FH Regulatory Agreement. All City Affordable Units, including each of the HOME Units shall be rented only at “Affordable Rent,” or “HOME Rents” as these terms are defined in the HOME FH Regulatory Agreement. City Affordable Units shall be dispersed throughout the FH Housing Project, and shall be no less attractive or desirable on average (whether because of convenient access, views, amenities, or other reasons) than other rental dwelling units in the FH Housing Project. For the purposes of maintaining the number of City Affordable Units at no more than twelve (12) rental dwelling units, the total number of FH Housing Project rental dwelling units which may be designated as affordable rental dwelling units under the FH Housing Project regulatory agreement between State TCAC and the Developer shall not be considered to be City Affordable Units; provided however that no more than twelve (12) of the total number of the FH Housing Project dwelling units shall be reserved for occupancy by Eligible Households under the terms of the LACDA Financing Documents and the LACDA affordable rental housing regulatory agreement if applicable. The covenants described in this Section 502 and the HOME FH Regulatory Agreement shall remain in effect throughout the term of the HOME FH Regulatory

Agreement, notwithstanding the earlier repayment of the City FH Loan by the Developer. The Developer shall specifically provide in each City Affordable Unit lease and shall strictly enforce the requirement that each City Affordable Unit be occupied at all times by the Eligible Household who has leased that City Affordable Unit, and that any other occupant of the unit be another qualified member of the lessee's household. The City shall be identified in each such lease as a third party beneficiary of this covenant and the City shall have the right to directly enforce that restriction in the event the Developer fails to do so.

503. Prior to execution of any City Affordable Unit lease with respect to the FH Housing Project, the Developer shall submit to the City and obtain its written approval of a standard form occupancy lease and the Developer shall thereafter use the approved form for all leases of City Affordable Units in the FH Housing Project, with any material modifications thereto to be first submitted to the City by the Developer and reasonably approved in writing by the City.

504. Required Submittals – Pre-Occupancy and Tenant Selection. At least ninety (90) days prior to occupancy of the FH Housing Project and before the acceptance of tenant applications, the Developer shall have obtained written approval by the City of (i) an affirmative marketing plan, (ii) leasing guidelines, (iii) lease form, and (iv) form of and a summary of the rules, procedures and programs for the FH Housing Project, including, specifically, the prospective tenant selection procedures to be used by the Developer to designate the tenants of the City Affordable Units in the event that, at any given time, the number of Eligible Households applying to lease units at the FH Housing Project exceeds the number of units available for rent. Following the time of such approval by the City any amendments, modifications, supplements or replacements to the marketing plan, leasing guidelines, lease form, and the form of and a summary of the rules, procedures and programs for the FH Housing Project, shall be submitted to the City for its prior written approval.

505. Tenant Selection Process; Reports and Records Concerning Tenancies. The Developer shall maintain such records and satisfy such reporting requirements as required under the HOME Program Regulations. Such reports shall set forth the name of each tenant, the unit occupied and the income of the tenant and the amount of rent payable by each tenant and include such other tenant information required by the City. The Developer shall require each prospective tenant complete a rental application prior to occupancy and to obtain evidence from each such tenant as may be reasonably required by the City to certify such tenant's qualification for occupancy at the FH Housing Project and the Developer shall maintain all such tenant applications for at least three (3) years following receipt. The obligation of the Developer to provide such reports to the City shall remain in force and effect for the duration of the HOME FH Regulatory Agreement.

506. Management of the El Monte Metro Family Housing Project. The Developer shall at all times during the operation of the Housing Project retain an entity to perform the management and/or supervisory function ("Manager") with respect to the operation of the FH Housing Project including day-to-day administration, maintenance and repair. The Developer shall, before execution or any subsequent amendment or replacement thereof, submit and obtain the written approval by the City of a management contract ("Management Contract") entered into between the Developer and the Manager reasonably acceptable to the City. Subject to any regulatory or licensing requirements of any other applicable governmental agency, limited partner or Lender, the Management Contract:

- (1) may be for a term of up to fifteen (15) years and may be renewed for successive

terms in accordance with its terms, but may not be amended or modified without the written consent of the City;

(2) will provide that the Manager shall be subject to termination for failure to meet project maintenance and operational standards set forth herein or in other agreements between the Developer and the City. The Developer shall promptly terminate any Manager which commits or allows such failure, unless the failure is cured within a reasonable period in no event exceeding sixty (60) days from the giving of notice by the City or the Developer to the Manager of such failure.

(3) will provide that (i) its books and records with regard to the FH Housing Project shall be maintained in an office in Los Angeles County; (ii) such books and records shall be subject to review and copying by the City and its representatives at any time during business hours and on business days upon the request of the City given at least 48 hours in advance, and (iii) after the occurrence of an Event of Default or a default beyond any applicable cure period under any of the other City FH Loan Documents that the City may give notice to the Manager that from and after the date of such notice, the Manager shall comply with the directions of City in the place of the Developer with regard to the Management Agreement.

The obligation of the Developer to retain a Manager shall remain in force and effect for the same duration as the use covenants set forth in the HOME FH Regulatory Agreement.

507. Operations and Maintenance. The Developer hereby covenants on behalf of itself, and its successors and assigns, which covenant shall run with the land and bind every successor and assign in interest of the Developer, that the Developer and such successors and assigns shall use the Site solely for the purpose of developing and operating the FH Housing Project and ancillary improvements thereon, in accordance with and of the quality prescribed by this Agreement and the HOME FH Regulatory Agreement. The Developer further covenants and agrees for itself, its successors and assigns, which covenants shall run with the land and bind every successor or assign in interest of Developer, that during development of the Site pursuant to this Agreement and thereafter, neither the Site nor the FH Housing Project, nor any portion thereof, shall be improved, used or occupied in violation of any Governmental Restriction or the restrictions contained in this Agreement, the HOME FH Regulatory Agreement or the other City FH Loan Documents. Furthermore, the Developer and its successors and assigns shall not maintain, commit, or permit the maintenance or commission on the Site or in the FH Housing Project, or any portion thereof, of any nuisance, public or private, as now or hereafter defined by any statutory or decisional law applicable to the Site or the FH Housing Project, or any portion thereof. The Developer shall, at its expense, (i) maintain all improvements and landscaping on the Site in good working order, condition, and repair (and, as to landscaping, in a healthy and thriving condition) in accordance with the plans for the FH Housing Project and all Governmental Requirements, and (ii) manage the Housing Project and FH Housing Project finances in a reasonable and prudent business like fashion and in compliance with Governmental Requirements so as to maintain a safe and attractive living environment for FH Housing Project residents while maximizing Residual Receipts to the extent reasonably possible consistent with applicable rent and tenant requirements and without compromising the safety and attractiveness of the living environment of the FH Housing Project.

508. Property Tax Welfare Exemption. If the Developer is comprised in whole or in part of an organization exempted under 501(c)(3) of the Internal Revenue Code, the Developer hereby covenants on behalf of itself, and its successors and assignees, that it will make diligent efforts to obtain a welfare exemption, under Article XIII of the California constitution, for low-

income housing properties for the FH Housing Project within twelve (12) months of receipt of a certificate of occupancy. The Developer further covenants on behalf of itself, and its successors and assignees, that it will make diligent efforts to maintain such property tax exemption.

509. Documents Shall be True, Correct and Complete. All documents, agreements, certificates, reports, written information and other materials delivered by the Developer to the City shall be deemed certified by the Developer as being true and complete copies without further action. If the Developer determines that the information contained in any materials provided to the City is not true and complete or omits any material fact, the Developer shall notify the City and update such information as appropriate. It is understood that budgets and projections submitted to City are not by this provision intended to be more than good faith and informed estimates by the Developer.

510. Developer's Obligation To Refrain From Discrimination.

510.1 There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, national origin, sex, religion, marital or familial status, handicap (disability), sexual orientation, ancestry, or source of income in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the Developer itself or any person claiming under or through the Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Site or any portion thereof. The nondiscrimination and nonsegregation covenants set forth herein shall remain in effect in perpetuity.

510.2 The Developer shall refrain from restricting the rental, sale or lease of the Site or any portion thereof on the basis of race, color, creed, religion, sex, marital status, national origin, or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(1) In deeds: "The grantee" (or such term that describes the Developer in the particular deed) "herein covenants by and for himself or herself, and his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, national origin, sex, religion, marital or familial status, handicap (disability), sexual orientation, ancestry or source of income in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(2) In leases: "The lessor" (or such term that describes the Developer in the particular deed) "herein covenants by and for himself or herself, and his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, national origin, sex, religion, marital or familial status, , handicap (disability) sexual orientation, ancestry or source of income, in the leasing, subleasing, transferring, use, occupancy,

tenure, or enjoyment of the land herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased.”

(3) In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, national origin, sex, religion, marital or familial status, handicap (disability), sexual orientation, ancestry, or source of income, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the parties to this contract or any person claiming under or through them, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the premises.”

600. TRANSFERS OF INTEREST IN THE SITE OR THE FAMILY SOUTH HOUSING PROJECT

601. Without the prior written approval of the City, which approval City may withhold in its sole and absolute discretion, the Developer shall not directly or indirectly, by operation of law, voluntarily or involuntarily, sell, gift, encumber, assign or otherwise transfer or permit the transfer (collectively, "Transfer") of: (i) all or any portion of its interest in the Site or the FH Housing Project (excluding tenant leases pursuant to the terms hereof) which is greater than forty-nine percent (49%) of its ownership and/or control, in the aggregate, taking all transfers into account on a cumulative basis of the FH Housing Project; or (ii) any of its rights or obligations under the City FH Loan Documents. Notwithstanding the foregoing, the City hereby consents to the specific events described in Section 605 hereof without the Developer obtaining any further consent from the City (each, a "Permitted Transfer"). The Developer hereby agrees that any purported Transfer not approved by the City as required herein shall be (unless the City elects to the contrary in its sole discretion) ipso facto null and void, and no voluntary or involuntary successor to any interest of the Developer under such a proscribed Transfer shall acquire any rights pursuant to this Agreement.

602. At any time the Developer desires to effect a Transfer hereunder, the Developer shall notify the City in writing a notice which references this Section 600 (the "Transfer Notice") and shall submit to the City for its prior written approval (i) all proposed agreements and documents (collectively, the "Transfer Documents") memorializing, facilitating, evidencing and/or relating to the circumstances surrounding such proposed Transfer, and (ii) a certificate setting forth representations and warranties by the Developer and the proposed transferee to the City sufficient to establish and ensure that all requirements of this Section 600 have been and will be met. No Transfer Documents shall be approved by the City unless they expressly provide for the assumption by the proposed transferee of all of the obligations of the Developer under the City FH Loan Documents and this Agreement. The Transfer Notice shall include a request that the City consent to the proposed Transfer. The City agrees to make its decision on Developer's request for consent to such Transfer promptly, and use reasonable efforts to respond not later than thirty (30) days after the City receives the last of the items required by this Section 600. In the event the City consents to a proposed Transfer, then such Transfer shall not be effective unless and until the City receives copies of all executed and binding Transfer Documents which Transfer Documents shall conform with the proposed Transfer Documents originally submitted by the Developer to the City. From and after the effective date of any such Transfer, the former Developer shall be released from obligations under the City FH Loan Documents arising or

accruing subsequent such effective date and such transferee shall be deemed to be the “Developer” hereunder.

603. Notwithstanding anything in this Agreement to the contrary, the Developer agrees that it shall not be permitted to make any Transfer, whether or not the City’s consent is required therefore, if there exists an Event of Default under this Agreement at the time the applicable Transfer Notice is tendered to the City or the Transfer has otherwise occurred, or at any time thereafter unless such an Event of Default has been first cured.

604. The provisions of this Section 600 shall apply to each successive Transfer and proposed transferee in the same manner as initially applicable to the Developer under the terms set forth herein.

605. Notwithstanding Sections 601 and 602, if the FH Housing Project receives funding through an allocation of LIHTCs:

- (1) The City hereby consents to the following transfers in furtherance of such financing: (i) transfer by Developer to the Tax Credit Limited Partnership; (ii) syndication of limited partnership interests in the Developer to an equity investor and subsequent transfers of limited partnership interests; and (iii) the grant and exercise of a purchase option and/or right of first refusal with respect to the FH Housing Project from the Developer to its general partners or their nonprofit corporate members, which may involve the sale of the Developer’s interest in the Site or the FH Housing Project and/or the Transfer of greater than forty-nine percent (49%) of its ownership and/or control. Notwithstanding the above, at least thirty (30) days after the date of such transfer, the Developer shall notify City that such transfer of partnership interest has occurred in the case of (i) or (iii) above.
- (2) If the managing general partner of the Tax Credit Limited Partnership will be removed, this should only be done pursuant to the terms of the Tax Credit Limited Partnership Agreement, as it may be amended from time to time, and the replacement managing general partner shall be approved by the City, which approval shall not be unreasonably withheld. At least sixty (60) days before the scheduled date of replacement of the managing general partner of the Tax Credit Limited Partnership , the Tax Credit Limited Partnership shall provide evidence acceptable to the City with regard to such successor general partner’s financial capability, management experience and history of compliance with affordable housing, landlord/ tenant, and health and safety laws, and such other information as requested by the City.
- (3) The Developer shall use its best efforts to provide the City concurrently with the closing of any Transfer (but in no event later than thirty (30) days after the closing of such Transfer) copies of all documents pertaining to the transaction, including any amendments to the organizational documents of the Developer or any constituent partners or members.

606. Exit of Limited Partner. The Developer agrees to submit to the City, for its approval, a detailed plan for the exit of any limited partner no later than six (6) months prior to the closing of any such transaction. At minimum, the exit plan shall include the following:

- (1) A summary of applicable limited partner exit provisions in the limited partnership agreement, along with a true and complete copy of the limited partnership agreement and all amendments;
- (2) A summary of any approvals required under the other elements of FH Housing Project Financing to approve or accomplish limited partner exit;
- (3) A calculation of the exit / disposition price specified in the limited partner exit provisions of limited partnership agreement;
- (4) the Developer's plan for financing the exit / disposition price;
- (5) The limited partner's concurrence with the exit / disposition plan;
- (6) the Developer's certification that no Event of Default exists and no event or circumstance exists with the giving of notice or the passage of time or both would result in an Event of Default;
- (7) A detailed description of the effect of the partnership change on the capitalization and ability of the Developer to meet its financial obligations; and
- (8) True and complete copies of all documents and agreements pertaining to the exit of the limited partner, including but not limited to, drafts of proposed amendments to the partnership agreement of the Developer as well as the executed final agreements pertaining to such transaction.

The Developer shall use its best efforts to provide the City concurrently with the closing of said transaction(s) (but in no event later than thirty (30) days after the closing of such transaction) copies of all documents pertaining to the transaction, including any amendments to the organizational documents of the Developer or any constituent partners or members.

700. ASSIGNMENT OF THIS AGREEMENT.

This Agreement shall be assignable by the Developer only if the Developer obtains the prior express written consent of the City which consent may be withheld by the City in its sole discretion. Notwithstanding anything to the contrary in this Agreement, no purported assignment of this Agreement and the City FH Loan Documents shall be effective if such assignment would violate the terms, conditions and restrictions of any Governmental Regulations. The consent of the City to such assignment shall be expressly conditioned upon (i) the assignee's execution of such documents as required by the City in its sole discretion including, without limitation, any and all documents deemed necessary by the City to provide for said assignee's assumption of all of the obligations of the Developer hereunder and under the City FH Loan Documents, and (ii) the City approval of the financial and credit-worthiness of such proposed assignee and the assignee's ability to perform all of the Developer's obligations under this Agreement and the City FH Loan Documents.

Any attempt by the Developer to assign any performance or benefit under the terms of this Agreement without the prior written consent of the City as provided herein shall be null and void and shall constitute a material breach of this Agreement. In accordance with the foregoing, in the event of a sale or transfer of the Developer's interest in the Site, or (iii) a sale or transfer of more than forty-nine percent (49%) of its present ownership and/or control, in the aggregate, taking all transfers into account on a cumulative basis, then the City may, at its option, by written notice to the Developer, declare the Developer in default under this Agreement. Notwithstanding the foregoing, the City consents to the Permitted Transfers as described in Section 601 hereof without the Developer obtaining any further consent from the City, including, without limitation, an assignment of this Agreement to the Tax Credit Limited Partnership.

800. EVENTS OF DEFAULT AND REMEDIES.

801 Developer Events of Default. The occurrence of any of the following shall constitute an event of default by the Developer hereunder ("Event of Default"), each of which is acknowledged by The Developer to constitute a material default under this Agreement:

801.1 The failure of the Developer to pay or perform any monetary covenant or obligation hereunder or under the terms of any City FH Note or City FH Deed of Trust or any other City FH Loan Document, without curing such failure within ten (10) days after receipt of written notice of such default from the City (or from any party authorized by the City to deliver such notice as identified by the City in writing to the Developer). Notwithstanding anything herein to the contrary, the herein described cure period shall not apply to a failure by the Developer to timely repay the City FH Loan at the Maturity Date of the applicable City FH Note.

801.2 The failure of the Developer to perform any nonmonetary covenant or obligation hereunder or under the terms of any City FH Note or City FH Deed of Trust or any other City FH Loan Document, without curing such failure within thirty (30) days after the giving of written notice of such default from City (or from any party authorized by the City to give such notice as identified by the City in writing to the Developer) specifying the nature of the event or deficiency giving rise to the default and the action required to cure such deficiency; provided, however, that if any default with respect to a nonmonetary obligation is such that it cannot be cured within a thirty (30) day period, it shall be deemed cured if the Developer commences the cure within said thirty (30) day period and diligently prosecutes such cure to completion thereafter with the cure completed in any event within one hundred eighty (180) days after the giving of said notice. Notwithstanding anything herein to the contrary, the herein described notice requirements and cure periods shall not apply to any Event of Default described in Section 801.4; or for nonmonetary covenants or obligations otherwise set forth in the City FH Loan Documents where an express time period is otherwise provided elsewhere in the City FH Loan Documents.

801.3 The falseness of any representation when made by the Developer under the terms of or in connection with this Agreement, any of the City FH Notes or City FH Deeds of Trust or the other City FH Loan Documents shall be an Event of Default.

801.4 An Event of Default shall have occurred following notice and opportunity to cure when the Developer or any constituent member or partner, or majority shareholder, of the Developer shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian or the like of its property, (ii) fail to pay or admit in writing its inability to pay its debts generally as they become due, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated as bankrupt or insolvent or (v) commence a voluntary case under the Federal

bankruptcy laws of the United States of America or file a voluntary petition that is not withdrawn within ten (10) days of the filing thereof or answer seeking an arrangement with creditors or an order for relief or seeking to take advantage of any insolvency law or file an answer admitting the material allegations of a petition filed against it in any bankruptcy or insolvency proceeding;

801.5 An Event of Default shall have occurred following notice and opportunity to cure when if without the application, approval or consent of the Developer, a proceeding shall be instituted in any court of competent jurisdiction, under any law relating to bankruptcy, in respect of the Developer or any constituent member or partner, or majority shareholder, of the Developer, for an order for relief or an adjudication in bankruptcy, a composition or arrangement with creditors, a readjustment of debts, the appointment of a trustee, receiver, liquidator or custodian or the like of the Developer or of all or any substantial part of assets of the Developer, or other like relief in respect thereof under any bankruptcy or insolvency law, and, if such proceeding is being contested by the Developer, in good faith, the same shall (i) result in the entry of an order for relief or any such adjudication or appointment, or (ii) continue undismissed, or pending and unstayed, for any period of more than ninety (90) consecutive days;

801.6 An Event of Default shall have occurred following notice and opportunity to cure when following initial completion of the Housing Project, voluntary cessation of the operation of the FH Housing Project for a period of more than thirty (30) consecutive days or the involuntary cessation of the operation of the FH Housing Project in accordance with this Agreement for a period of more than ninety (90) consecutive days.

801.7 An Event of Default shall have occurred following notice and opportunity to cure when the Developer shall suffer or attempt to effect a Transfer or assignment in violation of Section 600 or Section 700.

801.8 An Event of Default shall have occurred following notice and opportunity to cure when the Developer shall be in default under the HOME FH Regulatory Agreement.

801.9 An Event of Default shall have occurred following notice and opportunity to cure when the Developer is in default under the Tax Exempt Bonds or any other element of the FH Housing Project Financing.

802 City Remedies. Upon the occurrence of an Event of Default hereunder, the City may, in its sole discretion, take any one or more of the following actions:

802.1 By notice to the Developer, declare the entire then unpaid principal balance of the all FH City Notes immediately due and payable, and the same shall become due and payable without further demand, protest or further notice of any kind, all of which are hereby expressly waived by the Developer. Upon such declaration, outstanding principal and (to the extent permitted by law) interest and any other sums outstanding in connection with the City FH Loan shall thereafter bear interest at the Default Rate, payable from the date of such notice to the Developer until paid in full.

802.2 Subject to the nonrecourse provisions of Section 400, take any and all actions and do any and all things which are allowed, permitted or provided by law, in equity or by statute, in the sole discretion of the City, to collect the amounts then due and thereafter to become due hereunder and under the City FH Notes or any other City FH Loan Documents, to exercise its rights under the City FH Deeds of Trust or any other City FH Loan Documents, and to enforce

performance and observance (by specific performance or otherwise) of any obligation, agreement or covenant of the Developer under this Agreement or under any other City FH Loan Documents.

802.3 Subject to the nonrecourse provisions of Section 400, upon the occurrence of an Event of Default based upon Developer's failure to pay money, whether under this Agreement or any of the City FH Notes or any other City FH Loan Documents, the City may, but shall not be obligated to, make such payment. If such payment is made by the City, the Developer shall deposit with the City, upon written demand therefor, such sum plus interest at the Default Rate. The Event of Default with respect to which any such payment has been made by the City shall not be deemed cured until such repayment has been made by the Developer. Until repaid, such amounts shall have the security afforded disbursements under the applicable City FH Note.

802.4 Subject to the nonrecourse provisions of Section 400, upon the occurrence of an Event of Default described in Section 801.4 or 801.5, the City shall be entitled and empowered through intervention in such proceedings, or otherwise, to file and prove a claim for the whole amount owing and unpaid on the City FH Notes and, in the case of commencement of any judicial proceedings, to file such proof of claim and other papers or documents as may be necessary or advisable in the judgment of the City and its counsel to protect the interests of the City and to collect and receive any monies or other property in satisfaction of its claim;

802.5 If the City has not yet funded all amounts of the City FH Loan to be disbursed to the Developer under this Agreement the City may suspend further disbursement of City funds without liability to the Developer.

803. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute; and may be exercised in such number, at such times and in such order as the City may determine in its sole discretion. No delay or omission to exercise any right or power upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient by City. In order to entitle the City to exercise any right or remedy reserved to it under this Agreement, no notice shall be required except as expressly provided herein.

804 City Default and Developer Remedies. Upon fault or failure of City to meet any of its obligations under this Agreement without curing such failure within thirty (30) days after receipt of written notice of such failure from the Developer specifying the nature of the event or deficiency giving rise to the default and the action required to cure such deficiency, The Developer may, as its sole and exclusive remedies:

804.1 Demand and obtain payment from the City of any sums due to or for the benefit of Developer pursuant to the express terms of this Agreement;

804.2 Bring an action in equitable relief seeking the specific performance by the City of the terms and conditions of this Agreement or seeking to enjoin any act by the City which is prohibited hereunder; and

804.3 Bring an action for declaratory relief seeking judicial determination of the meaning of any provision of this Agreement.

804.4 Without limiting the generality of the foregoing, the Developer shall in no event be entitled to, and hereby waives, any right to seek indirect or consequential damages of any kind or nature from the City or any of its elected officials, officer, employees, representatives and agents arising out of or in connection with this Agreement, and in connection with such waiver the Developer is familiar with and hereby waives the provisions of Section 1542 of the Civil Code 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.**”

805. Limited Partner Right to Cure. The Developer, on behalf of and at the request of its limited partner(s) has requested the inclusion of the following cure rights for its limited partner(s) as follows:

805.1 The limited partner in Developer shall have the right to cure any of the Developer’s defaults under this Agreement within the same time period and subject to the same terms and conditions as a cure by Developer.

805.2 The City shall use reasonable efforts to provide a copy of any notice of default given to the Developer concurrently to the limited partner at the address provided therefor in this Agreement, provided however, the failure to give such notice or for the limited partner to receive such notice shall not adversely affect the validity of the notice of default given to the Developer or extend the time for a cure of such default.

805.3 In the event the Developer and the limited partner exercise or attempt to exercise any such cure, the City shall (i) have the right in its sole discretion to accept the cure in whole or part of either the Developer or the limited partner (as well as any additional cures if a given cure is incomplete), (ii) the City’s rights under this Agreement or any other City FH Loan Documents, shall not be waived, impaired or delayed by any disagreement, litigation or other conflict between the Developer, its limited partner and any other managers or partners, including but not limited to City’s right to commence and prosecute a foreclosure on its collateral, (iii) all costs and expenses and any additional costs or expenses incurred by the City arising from the provisions of this section shall be an expense of the Developer, however the City may require the limited partner to pay costs incurred by the City arising from a cure prosecuted by the limited partner, and at City’s sole discretion any or all of such costs may be added to the outstanding loan amount, and (iv) the City shall have no liability whatsoever to the Developer or the limited partner or any manager or other partner of the Developer arising from the exercise of City’s rights under this section and the Developer, the limited partner and any other manager or partners hereby jointly and severally indemnify, agree to defend (with counsel acceptable to the City) and hold the City harmless from any claim, cost, expense or other liability arising from this section. The City may extend the cure period for any default in its sole discretion and without prior notice to the Developer or the limited partner and the City shall have no liability to any party on account of such extension.

806. Joint and Several Liability. If, at any time during the Term of this Agreement, the Developer comprises more than one person or entity, all such persons and entities shall be jointly and severally liable for performance of every obligation of the Developer under this

Agreement without offset or deduction or allocation of liability and any right of subrogation among such persons or entities shall be suspended unless and until the City has been paid in full for all amounts related to this Agreement and all obligations of the Developer have been performed. It is not the intent of this provision that if the Developer is an entity such as a limited partnership or limited liability company that each of the constituent limited partners or members shall be liable under this provision.

900. MISCELLANEOUS PROVISIONS

901. Condemnation and Risk of Loss Prior to Close of Escrow. If prior to the Close of Escrow any condemnation or eminent domain proceeding or proceeding in lieu of condemnation (each a "Condemnation Proceeding") affecting the Site is commenced for which the City receives notice, the City shall promptly notify the Developer. Both the Developer and the City shall have a right at the sole option of either of them, to terminate this Agreement by giving thirty (30) days written notice to the other Party; provided, however, that the City shall have no such terminate right if the Condemnation Proceeding would not, in Developer's reasonable opinion, have a negative material impact on the FH Housing Project and the Family Housing Development, and Developer does not elect to terminate this Agreement as provided herein. If this Agreement is so terminated neither Party shall have any further right, duty or obligation to the other Party which arises under this Agreement. In the event of the occurrence of a personal injury or casualty loss to property arising on the Site prior to the Close of Escrow, the City shall be responsible for such loss unless such a loss was caused by the Developer or results from the presence of the Developer or any of its consultants.

902. Conflict of Interest. No official or employee of the City shall have any personal interest, direct or indirect, in this Agreement or any other City FH Loan Document, nor shall any official or employee of the City participate in any decision relating to this Agreement or any other City FH Loan Document which affects such official's or employee's pecuniary interest in any corporation, partnership or association in which such official or employee is directly or indirectly interested. The Developer shall within not less than ten (10) days after learning of any such conflict of interest or facts which reasonably indicate that a conflict of interest may exist, notify the City.

903. No Personal Liability of City Officials. No official or employee of the City shall be personally liable in the event of termination or a default under this Agreement or under any of the City FH Loan Documents.

904. Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated without the prior written consent of the parties hereto; provided however, that the City has the option, under its sole discretion, to terminate this Agreement if the Developer does not obtain all financing commitments necessary for the construction and permanent financing of the FH Housing Project that the Parties agree is necessary for Closing to occur by no later than the Outside Closing Date as set forth in Section 202.4.

905. Execution of Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same document. The submission of this Agreement, any of the other City FH Loan Documents to the Developer for review or signature does not constitute a commitment by the City to make the City FH Loans to the Developer, and the City FH Loan Documents shall have no binding force or

effect unless and until they are executed and delivered by and between the Developer and the City and all of the other conditions set forth in this Agreement with regard to the effectiveness of this Agreement have been satisfied.

906. Notices. All notices, demands, requests, elections, approvals, disapprovals, consents or other communications given under this Agreement shall be in writing and shall be given by personal delivery, facsimile, certified mail (return receipt requested), or overnight guaranteed delivery service and addressed or faxed as follows:

If to City: City of El Monte
City Hall – East
11333 Valley Boulevard
El Monte, California 91731
Attn: City Manager

With a copy to: Office of the City Attorney
City of El Monte
City Hall – West
11333 Valley Boulevard
El Monte, California 91731
Attn: City Attorney

If to Developer: El Monte Metro Family Housing, LP
c/o Cesar Chavez Foundation
P.O. Box 62
29700 Woodford-Tehachapi Road
Keen, CA 93531
Attn: Paul S. Park

With a copy to: Lubin Olson & Niewiadomski LLP
Transamerica Pyramid
600 Montgomery Street, 14th Floor
San Francisco, California 94111
Attn: Charles R. Olson and
Elizabeth S. Anderson

Notices shall be effective upon receipt, if given by personal delivery; upon receipt, if such notice is transmitted by FAX, provided there is written confirmation of receipt (except that if received after 5 p.m., a FAXED notice shall be deemed received on the next business day); the earlier of (i) three (3) business days after deposit with First Class United States Mail, or (ii) the date of actual receipt as evidenced by the return receipt, if delivered by certified mail; and one (1) day after deposit with the delivery service, if delivered by overnight guaranteed delivery service. Each party shall promptly notify the other party of any change(s) of address or fax to which notice shall be sent pursuant to this Agreement.

907. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement will in no way affect any other provision.

908. Interpretation. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the paragraphs of this Agreement are for convenience only and do not define or limit any terms or provisions. Time is of the essence in the performance of this Agreement by the Developer. Each Party has been represented by counsel in the negotiation and preparation of this Agreement, and it shall not be interpreted in favor of or against any Party on account of relative responsibilities in drafting. As used in this Agreement, the word “includes or “including” means including without limitation, the word “or” is not exclusive and the words “herein,” “hereof,” “hereto” and hereunder refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (i) to articles, paragraphs, sections and exhibits mean the articles, paragraphs, sections and exhibits which are part of this Agreement, (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and by this Agreement and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto. This Agreement is made solely for the benefit of the City and the Developer and their respective permitted successors and assigns, and no other person or entity shall have or acquire any rights under this Agreement unless expressly stated to the contrary in this Agreement. Notwithstanding any other provision of this Agreement, nothing herein or in any of the City FH Notes shall be deemed to require the Developer to pay interest in excess of any applicable usury law or other legal limitation on interest, and the terms hereof and of each of the City FH Notes shall be interpreted to require in each instance the lesser of (i) the amount stated in the City FH Note; and (ii) the maximum applicable legal limit.

909. No Waiver; Consents. Any waiver by the City must be in writing and will not be construed as a continuing waiver. No waiver will be implied from any delay or failure by the City to take action on account of any default of the Developer. Consent by the City to any act or omission by the Developer will not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for the City’s consent to be obtained in any future or other instance.

910. Governing Law. This Agreement shall be governed by the laws of the State of California.

911. Representations, Warranties and Additional Covenants of the Developer. The Developer hereby represents, warrants and covenants to the City that:

911.1 The Developer is a legal entity duly formed, qualified to operate in California and validly existing and in good standing in the State of California, and has all requisite power and authority to enter into and perform its obligations under this Agreement, the City FH Notes, the City FH Deeds of Trust, the HOME FH Regulatory Agreement, and all other City FH Loan Documents.

911.2 This Agreement, and when executed by the Developer in final form the City FH Notes, the City FH Deeds of Trust, the HOME FH Regulatory Agreement, and all other City FH Loan Documents constitute the legal, valid and binding obligation of the Developer, without joinder of any other party.

911.3 The execution, delivery and performance of this Agreement and all other City FH Loan Documents is consistent with the operating agreement, partnership agreement, or articles and bylaws governing the Developer, and have been duly authorized by all necessary

action of the Developer's members, partners, directors, officers and shareholders.

911.4 This Agreement and all other City FH Loan Documents, will, as of the date of their execution, have been duly and validly executed by the Developer.

911.5 The Developer will obtain and maintain all material licenses, permits, certificates of occupancy, consents and approvals required by all applicable governmental authorities to own and operate the FH Housing Project.

911.6 There are no suits, other proceedings or investigations pending or threatened against, or affecting the business or the properties of the Developer or any constituent partners or members or shareholders (other than those as have been previously disclosed in writing to the City) which could impair its ability to perform its obligations under this Agreement, nor is the Developer or any constituent partners or members or shareholders in violation of any laws or ordinances which could impair the Developer's ability to perform its obligations under this Agreement or any other City FH Loan Document.

911.7 There are no facts in existence as of the Effective Date which would, with the giving of notice or the lapse of time, or both, constitute an Event of Default, as described in Section 800.

911.8 The execution and delivery of this Agreement, the City FH Notes and each of the other City FH Loan Documents, and the performances thereunder by the Developer, will not constitute a breach of or default under any instrument or agreement to which the Developer may be a party nor will the same constitute a breach of or violate any law or governmental regulation. As of the Effective Date, to the Best Knowledge of the Developer, there is no pending legal violations pertaining to the FH Housing Project, the Site or the Developer.

911.9 Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the Parties or between the successor or assigns of one Party and the other Party.

911.10 The Developer is not under common ownership or is otherwise affiliated with any Lender who is providing any part of the FH Housing Project Financing.

910.11 All information and materials provided by the Developer or its representatives to the City as relates to the Housing Project at any time prior to the Effective Date is true and complete and does not omit to state any material facts. There has been no material adverse change in the conditions or circumstances with regard to such information and materials and the Housing Project, including, the financial feasibility of the FH Housing Project, the Site conditions, other factors as of the Effective Date which may affect the timeliness of the completion of the Housing Project, its costs, legal requirements applicable to the Housing Project and its construction or the projected vacancy absorption.

912. Patriot Act Compliance. To the Best Knowledge of the Developer and the City, each represents to the other that it is (i) in compliance with the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury and any statute, executive order, or regulation relating thereto (collectively, the "OFAC Rules"), (ii) not listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any

authorizing statute, executive order or regulation, and (iii) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules. This Section 912 shall not apply to any person or entity to the extent that such person's or entity's interest in Seller or the Authority is through a U.S. Publicly-Traded entity. As used in this Agreement, "U.S. Publicly-Traded Entity" means an entity whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly-owned subsidiary of such entity.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as evidenced by the signatures of the authorized members or officers of each of them which appear below.

DEVELOPER

El Monte Metro Family Housing, LP
a California limited liability company

By: Vista Del Monte Affordable Housing, Inc.,
a California nonprofit public benefit
corporation,
Its Sole Member

By: _____
Paul S. Park, Secretary

Date: _____, 2019

CITY

City of El Monte, a municipal corporation

Date: _____, 2019

By: _____
Alex Hamilton
City Manager

APPROVED AS TO FORM:

City Attorney

EFFECTIVE DATE IS: _____, 2019

ATTACHMENT NO. 1
SITE LEGAL DESCRIPTION

ATTACHMENT NO. 2

Reserved

ATTACHMENT NO. 3

SCHEDULE OF PERFORMANCE

Site Control	March 2018
LA CDC / HACoLA NOFA 24A Application	October 2018
LA CDC / HACoLA NOFA 24A Award	January 2019
Kickoff of Preliminary Site Plan Submittal	February 2019
Kickoff Consultant for Environmental Assessment: CEQA / NEPA	March 2019
Receive CEQA/NEPA Approvals	June 2019
Planning Commission Approval of Site Plan Submittal and Development Project Approvals	June 2019
Kickoff Final Engineering of the Temporary Bus Trolley Relocation Site	July 2019
Open Escrow	
Order Title Report	
9% State TCAC 2 nd Round Application Deadline	July 2019
9% State TCAC 2 nd Round Project Rankings	July 2019
Kick off Construction Documents	August 2020
9% State TCAC 2 nd Round Application Funding Awards	September 2019
Receive Approval of Temporary Bus Trolley Relocation Site	September 2019
Plan Check- Construction Documents Submittal	October 2019
Construction Completion of Trolley Station Work	November 2019
Plan Check- Construction Documents Approval	December 2019
Estimated Construction Loan Closing [Close of Escrow]	February 2020
Estimated Readiness Deadline [Required Construction Close]	March 2020
Outside Closing Date	As defined in Section 202.4
Construction Completion	August 2021
Conversion	April 2022

ATTACHMENT NO. 4

FORM OF CITY FH LOAN NOTE

GENERAL FORM OF
FH SITE MORTGAGE NOTE (PROP "A"/PROP "C"/CDBG)
AND
HOME FH DEVELOPMENT PROJECT LOAN PROMISSORY NOTE

(EL MONTE METRO FAMILY HOUSING, LP)

EDITOR'S NOTE: THE FINAL FORM OF EACH CITY FH NOTE AS SHALL BE EXECUTED BY THE MAKER AND DELIVERED TO THE CITY AT THE TIME OF THE CLOSE OF ESCROW AS PROVIDED IN THE DISPOSITION, DEVELOPMENT AND AFFORDABLE RENTAL HOUSING LOAN AGREEMENT (FAMILY SOUTH) DATED AS OF FEBRUARY 4, 2020 IS SUBJECT TO EDITS PRIOR TO SUCH ESCROW CLOSING AS ACCEPTABLE TO THE CITY

[\$[Initial Principal Amount of Note]

[Date of Close of Escrow]

**[FH Site Mortgage Note]
and
[HOME FH Development Project Loan Promissory Note]**

For value received, the undersigned, El Monte Metro Family Housing, LP, a California liability company or its permitted assignee ("Borrower") whose principal address is set forth herein below, promises to pay to the order of the City of El Monte, a municipal corporation (the "City") at 11333 Valley Boulevard, El Monte, California 91731 (or to such designee and/or at such other address as the City may from time to time designate in writing), the principal sum of _____ **DOLLARS** (\$_____) (as amended, modified, supplemented, and replaced from time to time, collectively, the "HOME FH Loan") [EDITOR'S NOTE: HERE AND HEREINAFTER, OR THE FH SITE MORTGAGE NOTE (PROP "A"/PROP "C"/CDBG), AS APPLICABLE], plus accrued and unpaid interest as provided herein below, and all other charges due hereunder, in accordance with the terms and conditions of that certain agreement entitled "2019 City of El Monte Disposition Development and Affordable Rental Housing Loan Agreement," dated as of February 4, 2020 for reference purposes only, by and between Borrower and the City (as amended, modified, and supplemented, and replaced from time to time, collectively, the "City DDA and Loan Agreement"), and the terms and conditions of this HOME FH Note (as amended, modified, and supplemented, and replaced from time to time, collectively, this "Note II"). As set forth in greater detail in the City DDA and Loan Agreement and the other City Loan Documents, the purpose of the HOME FH Loan is to provide Borrower with financing to construct and improve an affordable rental housing development project ("FH Housing Project" or the "El Monte Metro Family Housing Project") on a site (the "Site") as more particularly described in the City DDA and Loan Agreement.

This Note II is referred to in the City DDA and Loan Agreement as the "HOME FH Note."

Unless otherwise defined in this Note II, all initially-capitalized terms used herein without definition shall have the meanings given such terms in the City DDA and Loan Agreement and the City Loan Documents.

1. Interest.

1.1 Basic Interest. Except as provided in Section 1.4 below, the disbursed and unpaid principal balance of the HOME FH Loan shall bear interest commencing on the date on which the HOME FH Loan proceeds are first disbursed for the account of Borrower, and ending on the date paid, at the rate of three percent (3%) per annum, simple interest (“Basic Rate”). Interest shall be computed on the basis of actual number of days elapsed and a 360-day year.

1.2 Maturity Date, Payment Dates and Amounts.

1.2.1 The term “Maturity Date” when used in this Note II means and refers to the date fifty seven (57) years following the date of this Note II which appears in the upper right hand corner of page 1 of this Note II. The HOME FH Loan is not amortized. Interest will accrue on the funded balance of Note II from the date of each such advance of principal until Note II is paid in full, and if not paid prior to the Maturity Date, a balloon payment under this Note II will be required on the Maturity Date.

Except as otherwise provided in this Note II, Borrower shall repay the HOME FH Loan, together with accrued interest at the Basic Rate in arrears, in annual installments on June 1st of each year, for the operating year of the FH Housing Project that is two (2) years earlier. The initial payment for this Note II will be made on or before [June 1, 2024] and will be based on Residual Receipts, as defined herein, for the 2022 Housing Project operating year ending on December 31, 2022. Annually, upon the receipt of the FH Housing Project’s “Single-Asset Audit,” as this term defined at Section 409.4 of the City DDA and Loan Agreement, the City shall calculate the Residual Receipts and corresponding HOME FH Loan payment under this Note II. Residual Receipts available for payments due under this Note shall be the amount remaining after payment of 100% of the deferred developer fee to the Developer pursuant to Section 403 of the City DDA and Loan Agreement. The City will then issue a written payment request to the Borrower and payment is due from the Borrower upon receipt of the payment request and no later than June 1st. [DRAFTING NOTE: ALL DATES IN THIS SECTION TO BE FINALIZED PRIOR TO CLOSING]

The City shall allocate each payment by the Borrower of Residual Receipts among this Note II and two (2) other separate City Notes as set forth in the City DDA and Loan Agreement as follows: [DRAFTING NOTE: ADJUST THE FOLLOWING PROVISIONS FOR CITY FH NOTES]

- (i) first to pay interest and principal under the “FH Site Mortgage Note (Prop A/Prop C/CDBG)”, and when the Site Purchase Mortgage Note (Prop A/Prop C/CDBG) has been paid in full then;
- (ii) to pay this Note II.

Until such time as the FH Site Mortgage Note (Prop A/Prop C/CDBG) has been paid in full, payment of Residual Receipts on this Note II shall be deferred each year, and from and after the time when the FH Site Mortgage Note (Prop A/Prop C/CDBG) has been paid in full, payments of Residual Receipts on Note II shall first be applied to accrued and unpaid interest and then to the principal balance under this Note II. Absent prepayment or acceleration, each of the annual payments due [June 1, 2024] through and including [June 1, 2076] shall be in an amount equal to not less than fifty percent (50%) of Residual Receipts (as defined herein) for the FH Housing Project operating year that is two (2) years earlier. The balance of the Residual Receipts shall be allocated as follows: Borrower – fifty percent (50.0%), [IF APPLICABLE: and Community Development Commission of the County of Los Angeles – _____ percent (___%), subject to the

provisions of the next paragraph.

When the obligation payable to the Community Development Commission of the County of Los Angeles under the CDCCLA Loan Agreement has been paid in full under the terms of the CDCCLA Loan Agreement, prior to the Maturity Date of this Note II, the percentage of Residual Receipts reserved to the CDCCLA (e.g. ___% of Residual Receipts), shall be reallocated to the City for payment of any accrued unpaid interest and principal under this Note II, and accordingly, the annual payments to the City due under this Note II following the payment in full to the CDCCLA, but prior to the Maturity Date of this Note II, shall be increased to Fifty percent 50% of Residual Receipts.]

In no event shall any HOME FH Loan payment attributable to an Event of Default (as hereafter defined) or acceleration be deferred.

Notwithstanding any other provision of this Note II, unless due sooner, the entire outstanding principal balance of the HOME FH Loan, together with any outstanding interest and any other sums payable under this Note II shall be due and payable in full on the "Maturity Date" which is fifty-seven (57) years following the date of this Note II. This Note II shall bear the date, as set forth in the upper right-hand corner of Page 1 of this Note II, on which the "Escrow" as this term is defined in the City DDA and Loan Agreement, was closed.

1.2.2 Deferred Developer Fee.

(a) The "Deferred Developer Fee" is defined as the amount of developer fee deferred for payment following completion of the improvement of the FH Housing Project as provided in the City DDA and Loan Agreement. The original amount of Deferred Developer Fee is shown in the FH Housing Project Escrow Closing Allonge which is attached to this Note II as Exhibit "A." Concurrently upon the recordation by the City of the Certificate of Completion for the FH Housing Project as provided in the City DDA and Loan Agreement, the amount of the Deferred Developer Fee shall be adjusted to reflect the actual amount of such developer fee as deferred through the date of the final cost certificate for the FH Housing Project and the final amount of the applicable state and federal low-income housing tax credit which the Borrower is then eligible to claim for the FH Housing Project. The amount of any such adjustment to the Deferred Developer Fee shall be noted by the City in the Certificate of Completion.

(b) For the first ten (10) years of FH Housing Project operation, or a shorter period of time if the Deferred Developer Fee is paid in full in less than ten (10) years, Borrower shall make payments of the Residual Receipts allocated to the Borrower in Section 1.2.1 of this Note II towards the Deferred Developer Fee. At the end of year ten (10), if the Deferral Developer Fee has not been paid in full, Borrower will provide for full pay-off of the remaining Deferral Developer Fee balance.

(c) The payment of interest on the Deferred Developer Fee is not allowed, unless it is paid out of Borrower's share of Residual Receipts which is not allocated to the City [or the CDCCLA, as applicable.]

1.3 Calculation of Residual Receipts. On or before June 1st of the year following the commencement of FH Housing Project operations and on or before each subsequent June 1st thereafter, Borrower shall provide to the City a Single-Asset Audit, for the City's annual Residual Receipts calculation. Borrower shall also provide, for inspection and copying, any records, receipts, account books, ledgers, checks, or other documents or other evidence requested by the City for the

purpose of calculating Residual Receipts.

1.4 Default Rate. Any amounts (including but not limited to amounts of principal and interest on the HOME FH Loan) which Borrower does not pay when due under the terms of the City DDA and Loan Agreement or this Note II shall bear interest at the rate of ten percent (10%) per annum, simple interest ("Default Rate"), from the date due until the date paid.

1.5 Definition of Residual Receipts. [DRAFTING NOTE: PER DDA/LOAN AGREEMENT, ALL DEFINITIONS SUBJECT TO REVISIONS FOR CONFORMANCE WITH OTHER PROJECT FINANCING DOCUMENTS]

1.5.1 "Residual Receipts" shall mean, with respect to each operating year of the FH Housing Project, the amount by which Gross Rents, as defined herein, for such operating year exceed the Operating Expenses, as defined herein, for that operating year; except that, any rent generated by or any expense incurred by Borrower from any commercial space/non-residential commercial activity on the Site shall be excluded from Gross Rents, Operating Expense or any other portion of the Residual Receipts calculation.

1.5.2 With the exception of the "Excluded Items" (as defined below), "Gross Rents" shall mean, with respect to each operating year or portion thereof, all gross income, rentals, revenues, payments and consideration, of whatever form or nature, whether direct or indirect, received by or paid to or for the account or benefit of Borrower or any "Affiliate" (as defined below) of Borrower or any of their agents or employees, from any and all sources, resulting from or attributable to the ownership, operation, leasing and occupancy of the FH Housing Project, determined on the basis of generally accepted accounting principles applied on a consistent basis, and shall include, but not be limited to:

(i) gross rentals paid by tenants of the FH Housing Project under occupancy leases and payments and subsidies of whatever nature, including without limitation any payments, vouchers or subsidies from the United States Department of Housing and Urban Development (HUD) or any other person or organization, received on behalf of tenants under occupancy leases;

(ii) amounts paid to Borrower or any Affiliate of Borrower on account of Operating Expenses (as defined herein) for further disbursement by Borrower or such Affiliate to a third party or parties;

(iii) late charges and interest paid on rentals;

(iv) rents and receipts from licenses, concessions, vending machines, coin laundry and similar sources;

(v) other fees, charges or payments not denominated as rental but payable to Borrower in connection with the residential use and occupancy of the FH Housing Project; and

(vi) consideration received in whole or in part for the cancellation, modification, extension or renewal of occupancy leases and amounts collected under judgement entered in unlawful detainer proceedings affecting any dwelling unit in the FH Housing Project.

The term "Affiliate" shall mean any person or entity directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with Borrower which, if

Borrower is a partnership or limited liability company, shall include each of the constituent members or partners, respectively, thereof. The term "control" as used in the immediately preceding sentence, means, with respect to a person that is a corporation, the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the shares of the controlled corporation, and, with respect to a person that is not a corporation, possession directly or indirectly of the power to direct or cause the direction of the management or policies of the controlled person. Notwithstanding the foregoing, Gross Rents shall not include the following items ("Excluded Items"):

(aa) security deposits from tenants (except when applied by Borrower to rent or other amounts owing by tenants);

(bb) capital contributions to Borrower or its members, partners or shareholders by its or their members, partners or shareholders;

(cc) condemnation or insurance proceeds constituting "Net Proceeds" as defined in Section 1.6 below;

(dd) funds received from any source actually and directly used for acquisition and construction of the FH Housing Project; and

(ee) interest earned on all required FH Housing Project Reserve Accounts.

1.5.3 "Operating Expenses" shall mean, with respect to each operating year or portion thereof, the sum of the following expenses to the extent reasonably paid by Borrower during such period:

(i) nonelective payments made with respect to the Senior Financing;

(ii) all taxes and assessments imposed upon the FH Housing Project and required to be paid by Borrower but only to the extent such taxes and assessments are paid or set aside as a reserve by Borrower during such operating year;

(iii) all amounts paid or set aside as a reserve by Borrower on account of insurance premiums for insurance carried in connection with the FH Housing Project, provided that if insurance on the FH Housing Project is maintained as part of a blanket policy covering the FH Housing Project and other properties, the insurance premium included in this definition shall be the portion of the premium for such a blanket policy of insurance fairly allocable to the FH Housing Project for the period;

(iv) ownership and operating costs incurred by Borrower for the management, operation, cleaning, leasing, marketing, maintenance and repair of the FH Housing Project (including without limitation, property management fees and administrative fees) properly chargeable against income according to generally accepted accounting principles, including without limitation wages, payroll and accounting costs, utility and heating charges, material costs, maintenance costs, costs of services, water and sewer charges, travel expenses allocable to the FH Housing Project, and if applicable, other cost as specifically noted in the Escrow Closing Final FH Housing Project Budget, if any, which reference this Section 1.5.3, plus annual escalations of three percent (3%), and license fees and business taxes; provided, however, that (A) the amount included as property management fees in Operating Expenses shall collectively not exceed an amount per unit per month for the FH

Housing Project for such period as shown in the Escrow Closing Final FH Housing Project, all or a portion of each of which may be paid to Borrower and/or an Affiliate of Borrower, (B) such property management fee shall only be paid on the basis of supporting documentation reasonably acceptable to the City, and shall be paid after the payment of all other Operating Expenses, (C) partnership management fees and other fees payable to a partner in a tax credit limited partnership shall only be considered Operating Expenses to the extent they do not exceed an amount as shown in the Escrow Closing Final FH Housing Project Budget in any year, and (D) total ownership and operating costs (A) plus (B) plus (C) above, do not exceed industry standards as approved by the City;

(v) deposits into reserves (as identified in Section 1.5.5(a) below); and

(vi) to the extent not otherwise included in Operating Expenses, amounts paid from any account as a reserve account for the purpose for which such reserve was created so long as such purpose would constitute an Operating Expense.

1.5.4 Notwithstanding any provision of Section 1.5.3, the term "Operating Expenses" shall not include any of the following:

(i) salaries of employees of Borrower or Borrower's general overhead expenses, or expenses, costs and fees paid to an Affiliate of Borrower, to the extent any of the foregoing exceed the expenses, costs or fees that would be payable in a bona fide arms' length transaction between unrelated parties in the Los Angeles-Orange County area for the same work or services;

(ii) any amounts paid directly by a tenant of the FH Housing Project to a third party in connection with expenses which, if incurred by Borrower, would be Operating Expenses;

(iii) optional or elective payments with respect to the Senior Financing;

(iv) any payments with respect to Junior Financing, Other Financing, or any other FH Housing Project-related loan or financing other than the Senior Financing;

(v) expenses, expenditures, and charges of any nature whatsoever arising or incurred by Borrower prior to completion of the FH Housing Project with respect to the development, maintenance and upkeep of the FH Housing Project, or any portion thereof, including, without limitation, all costs and expenses incurred by Borrower in connection with the acquisition of the Site, all predevelopment activities conducted by Borrower in connection with the FH Housing Project, including without limitation, the preparation of all plans and the performance of any tests, studies, investigations or other work, and the construction of the FH Housing Project and any on-site or off-site work in connection therewith;

(vi) any amounts incurred arising from the negligence or misconduct of Borrower or its Affiliates;

(vii) Any amount incurred arising from a default of Borrower under any of the City Loan Documents or any Senior Financing or any Junior Financing as noted in the Escrow Closing Final FH Housing Project Budget; or

(viii) any amounts paid which are reimbursed from any other sources.

1.5.5 Reserves.

(a) Definitions.

(i) “Eligible Reserves” shall mean, with respect to each operating year of the FH Housing Project or portion thereof, Operating Reserves and Replacement Reserves, which meet the requirements set forth below:

(A) Is either set forth in the Escrow Closing HOME FH Note Allonge or has been approved by the City after the Escrow Closing following the City’s receipt and approval of a written request (“Reserve Request”) submitted to the City by the Borrower, which identifies:

- (1) the specific expenditure(s) sought to be reserved for;
- (2) the reasons why it is necessary to provide a reserve for the expenditure(s); and
- (3) each particular period, which shall in no event be for more than five (5) years from the date the City approves the Reserve Request (the “Reserve Period”), during which the funds sought to be reserved are to be expended; and

(B) The Eligible Reserves are segregated in a special account for Operating Reserves (“Operating Reserve Account”) and/or Replacement Reserves (“Replacement Reserve Account”), as the case may be (either sometimes referred to as a “Reserve Account”), established with a financial institution or other duly licensed escrow agent mutually acceptable to the Borrower and the City (“Escrow Agent”).

(ii) “Operating Reserves” shall mean:

(A) fund advances (as provided for in Section 1.5.5(e)), including accumulated interest paid on the balance in the Operating Reserve Account (as hereinafter defined), subject to the Operating Reserve Cap (as hereinafter defined), and

(B) actually set aside for:

- (1) taxes and assessments, as described in Section 1.5.3(ii);
- (2) insurance premiums, as described in Section 1.5.3(iii);
- (3) operation of the FH Housing Project as may, for reasons other than those described in this Subpart

(a)(ii) of this Section 1.5.5, be required in connection with Senior Financing or by an investor limited partner; and

(4) any other purpose which itself constitutes an Operating Expense.

(iii) “Replacement Reserve” shall mean funds reserved as provided for in Section 1.5.3(v), including accumulated interest paid on the balance in the Replacement Reserve Account (as hereinafter defined), and actually set aside for replacement of roofing, furniture, fixtures, equipment, and other capital expenditures, which reserves shall be in an annual amount as set forth in the Escrow Closing HOME FH Note Allonge or as established from time to time following the Escrow Closing by mutual agreement of the Borrower and the City.

(b) Payments of Replacement Reserves. The expenditure of any Eligible Reserve balances in excess of \$ _____ shall not be released to Borrower out of a Reserve Account unless and until:

(i) the Borrower has submitted to the City:

(A) a written disbursement request (“Disbursement Request”) seeking the release of funds out of the Reserve Account for the particular expenditure(s);

(B) supporting documentation establishing, in the City’s reasonable determination, that but for the release of the funds requested in the Disbursement Request, sufficient funds would not otherwise be available to the Borrower for the designated expenditure(s); and

(ii) the City has approved in writing the Disbursement Request.

(c) Investment of Reserve Account Balances. Funds in any Reserve Account shall be deposited in a banking institution whose deposits are insured by an agency of the federal government. Borrower may invest funds in a Reserve Account in domestic bank certificates which are insured by an agency of the federal government; in direct obligations of the federal government; in federal government agencies with an AA rating or better; federally guaranteed agencies, or in repurchase agreements which are direct obligations of the federal government or federal agencies; or which are collateralized by federal government obligations; or in short-term commercial paper receiving the highest rating from Moody’s or from Standard and Poors. Borrower shall select the investment vehicles and maturities (not to exceed five years) on such investments so as to yield the maximum return, consistent with good business practice, including the need for available cash in the Reserve Account.

(d) Eligible Reserves Caps. Borrower shall not, without the prior written consent of the City, establish or maintain Operating Reserves for the FH Housing Project in excess of the Operating Reserve Cap amount as indicated in the Escrow Closing HOME FH Note Allonge plus accumulated interest thereon. The Operating Reserve Cap may be adjusted from time-to-time at the discretion of the City based on FH Housing Project operations.

1.5.6 Changes to Allowable Operating Expenses and Eligible Reserves. The City,

at its sole discretion, may allow variances in the amount of Operating Expenses, noted in Section 1.5.3(iv) above, and the Eligible Reserve amounts, noted in Section 1.5.5 above, to amounts that are consistent with industry standards.

2. Acceleration.

Notwithstanding the payment terms set forth in Section 1 above, upon the occurrence of any uncured "Event of Default" as set forth in Section 801 of the City DDA and Loan Agreement, the entire outstanding principal balance of this Note II, together with any outstanding interest and other amounts payable hereunder, shall, at the election of the City and upon notice to Borrower thereof become immediately due and payable without presentment, demand, protest or other notices of any kind, all of which are hereby waived by Borrower.

3. Prepayment; Application of Payments.

At any time after the disbursement of the HOME FH Loan proceeds, Borrower may prepay all or a portion of the unpaid principal amount of the HOME FH Loan and accrued interest and any other sums outstanding without penalty upon thirty (30) days prior notice. All payments, including any prepayments or funds received upon acceleration pursuant to Section 2 above, shall be applied first toward any outstanding costs of collection or other amounts (excluding HOME FH Loan principal or interest thereon) due under this Note II or the City DDA and Loan Agreement, then toward outstanding interest accrued at the Default Rate, if any, then toward outstanding interest accrued at the Basic Rate, if any, and finally toward the remaining principal balance under Note II. Borrower hereby agrees and understands that the prepayment of Note II shall not relieve Borrower of the duty to comply with the affordable rent and other affordable rental housing covenants of the Borrower as set forth in City Loan Documents and the City DDA and Loan Agreement.

4. Security and Source of Payment.

Borrower's obligations under this Note II and the City Loan Documents shall, at all times during which any amount remains outstanding, be secured by the deed of trust (as amended, modified, supplemented, and replaced from time to time, collectively, the "HOME Deed of Trust") of even date herewith, and of which the City is the beneficiary, recorded against Borrower's fee interest in the Site and the FH Housing Project (collectively, the "Property"). The security interest in the Property granted to the City pursuant to the HOME Deed of Trust shall be subordinate only to the Senior Financing and such other exceptions to title shown in the title report for the Property which are approved in writing by the City prior to the date of this Note II. Except to the extent any Event of Default hereunder results directly or indirectly from any willful misconduct, fraud or intentional misrepresentation by Borrower in connection with this Note II, the City DDA and Loan Agreement, the HOME FH Loan, or the other City Loan Documents, the HOME FH Loan is a nonrecourse obligation of Borrower payable solely from Residual Receipts and, in the event of the occurrence of an Event of Default, the City's only recourse under the HOME Deed of Trust shall be against the Property, the proceeds thereof, the rents and other income arising from its use and occupancy as provided in the HOME Deed of Trust, and any other collateral given to the City as security for repayment of the HOME FH Loan.

[IF APPLICABLE: The security interest of the Los Angeles County Community Development Authority in the Property under the CDCCLA Loan Agreement shall be at parity with the security interest of the City in the Site under the HOME Deed of Trust.]

5. Obligation of Borrower Unconditional.

The obligation of Borrower to repay the HOME FH Loan and all accrued interest thereon and all other sums due thereunder shall be absolute and unconditional, and until such time as all of the outstanding principal of, interest on and all other sums due under, this Note II shall have been fully paid, Borrower agrees that it: (a) will use the funds solely for the purposes set forth herein; and (b) will not terminate or suspend any payment or obligations under this Note II, the City DDA and Loan Agreement, the other City Loan Documents or any other document executed hereunder or in connection herewith for any cause, including without limitation, any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, or any duty, liability or obligation arising out of or in connection with this Note II, the City DDA and Loan Agreement or any document executed hereunder or in connection herewith.

6. Purpose of HOME FH Loan.

The HOME FH Loan proceeds shall be used by Borrower only to provide financing to pay for the construction and improvement of the FH Housing Project on the Site, including the installation of off-site public infrastructure improvements associated with the FH Housing Project. In no event shall Borrower use or otherwise invest the proceeds of the HOME FH Loan for any other purpose.

7. Covenants of Borrower.

As additional consideration for the making of the HOME FH Loan by the City, Borrower covenants as follows:

7.1 Compliance with City DDA and Loan Agreement, City Loan Documents and HOME Deed of Trust. Borrower shall comply with all of its obligations under the City DDA and Loan Agreement, the City Documents and the HOME Deed of Trust. Any amounts payable by Borrower under the City DDA and Loan Agreement or the HOME Deed of Trust (other than amounts also payable hereunder) shall be deemed added to the principal amount of the HOME FH Loan payable hereunder.

7.2 Other Loans. Borrower shall comply with all monetary and nonmonetary covenants associated with any other loan secured by an interest in the Property. Borrower shall provide to the City a copy of any notice of default within five (5) business days after receiving any notice of a default or alleged default of such covenants by Borrower, and Borrower shall promptly cure any such default and cooperate in permitting the City, to the extent the City in its sole discretion elects to do so, to cure or assist in curing the default. Any cost or expenditure incurred by the City in providing or assisting in such a cure shall be added to the outstanding principal amount of the HOME FH Loan.

7.3 Construction Requirements. During the course of improvement of the Property, Borrower shall comply with the construction requirements set forth in the City DDA and Loan Agreement including without limitation the HOME Program Regulations as set forth as Attachment No. 8 to the City DDA and Loan Agreement.

8. Assignment of this Note II.

Borrower's rights and obligations under this Note II shall be assignable by Borrower only if

Borrower obtains the prior express written consent of the City, which consent may be withheld by City in its sole discretion. Notwithstanding anything to the contrary in this Note II, no purported assignment of this Note II and the HOME FH Loan shall be effective if such assignment would violate the terms, conditions and restrictions of any applicable Governmental Regulations. The City's consent to such assignment shall be expressly conditioned upon (i) the assignee's execution of such documents as required by the City in its sole discretion, including, without limitation, any and all documents deemed necessary by the City to provide for said assignee's assumption of all of the obligations of Borrower hereunder and under the City Loan Documents, and (ii) the City's approval of the financial and credit worthiness of such proposed assignee and the assignee's ability to perform all of the Borrower's covenants under this Note II and the City DDA and Loan Agreement and any of the other City Loan Documents. With respect to assignments which are accompanied by an allocation of state and/or federal low income housing tax credits, the City has pre-approved certain transfers as provided in Section 605 of the City DDA and Loan Agreement.

9. RESERVED.

10. RESERVED.

11. Conflict of Interest; No Individual Liability.

No official or employee of the City shall have any personal interest, direct or indirect, in this Note II or any other City Loan Document, nor shall any official or employee of the City participate in any decision relating to this Note II or any other City Loan Document which affects such official's or employee's pecuniary interest in any corporation, partnership or association in which such official or employee is directly or indirectly interested. No official or employee of the City shall be personally liable in the event of a breach of this Note II or any other City Loan Document by the City. Borrower shall within not less than ten (10) days after learning of any such conflict of interest or facts which reasonably indicate that a conflict of interest may exist, notify the City.

12. Amendments, Changes and Modifications.

This Note II may not be amended, changed, modified, or altered without the prior written consent of the Borrower and the Holder.

13. Notices.

All notices, demands, requests, elections, approvals, disapprovals, consents or other communications given under this Note II shall be in writing and shall be given in compliance with the City DDA and Loan Agreement.

14. Severability.

The invalidity or unenforceability of any one or more provisions of this Note II will in no way affect any other provision.

15. Interpretation.

Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the paragraphs of this Note II are for convenience only and do not define or limit any terms or

provisions. Time is of the essence in the performance of this Note II by Borrower. Each Party has been represented by counsel in the negotiation of this Note II, and it shall not be interpreted in favor of or against any Party on account of relative responsibilities in drafting. Notwithstanding any other provision of this Note II, nothing herein or in this Note II shall be deemed to require Borrower to pay interest in excess of the amount allowed by any applicable usury law or other legal limitation on interest, and the terms hereof and of this Note II shall be interpreted to require in each instance the lesser of (i) the amount stated in this Note; and (ii) the maximum applicable legal limit. Defined terms not otherwise defined herein shall have the meaning assigned to them by the City DDA and Loan Agreement.

16. No Waiver; Consents.

Any waiver by the City must be in writing and will not be construed as a continuing waiver. No waiver will be implied from any delay or failure by the City to take action on account of any default of Borrower. Consent by the City to any act or omission by Borrower will not be construed as consent to any other or subsequent act or omission or to waive the requirement for the City's consent to be obtained in any future or other instance.

17. Governing Law.

This Note II shall be governed by the laws of the State of California.

18. RESERVED.

19. Approvals.

19.1 Approvals By City. Except with respect to those matters set forth hereinabove providing for the City's approval, consent or determination to be at the City's "sole discretion" or "sole and absolute discretion," the City hereby agrees to act reasonably with regard to any approval, consent, or other determination given by the City hereunder. The City agrees to give Borrower written notice of its approval or disapproval following submission of items to the City for approval, including, in the case of any disapproved item, the reasons for such disapproval.

Any review or approval of any matter by the City or any City official or employee under this Note II shall be solely for the benefit of the City, and neither Borrower nor any other person shall rely upon such review or approval as an indication of the wisdom, soundness, safety, appropriateness, or presence or absence of any matter. Without limiting the generality of the foregoing, Borrower and not the City shall be solely responsible for assuring compliance with laws, the suitability of the Site for the FH Housing Project, the adequacy of the plans, and the safety of the FH Housing Project construction site, the completed FH Housing Project, and the operation thereof.

Any consent to a Transfer under Section 601 of the City DDA and Loan Agreement and any other consent or approval by the City under this Note II, the HOME Deed of Trust, the City DDA and Loan Agreement or any of the other documents executed in connection therewith, may be given by the City Manager of the City, unless the City Manager of the City in his or her sole discretion elects to refer the matter to governing board of the City.

[IF APPLICABLE: 19.2 Certain Approvals by CDCCLA Deemed Approved by the City. The approval by the CDCCLA of a matter referred in Section 1.5.5(a); 1.5.5(b) or 1.6 of this Note II following the date of this Note II under the corresponding provision of the CDCCLA Loan Agreement, if applicable, shall upon receipt of written notice to the City from the CDCCLA, be deemed approved by the City under this Note II; provided however that any such approval by the CDCCLA shall not modify the amount of Residual Receipts allocated to the City under this Note II.]

20. Consent to Jurisdiction and Venue.

Borrower consents to, and by execution of this agreement submits to, the personal jurisdiction of all state and federal courts located in the State of California, in the County of Los Angeles, including the applicable United States District Court, for the purposes of any judicial proceedings which are instituted for the enforcement of or resolutions of any disagreements arising from this Note II or any other City Loan Document. Borrower agrees that such courts shall have the exclusive jurisdiction to resolve such actions and claims. Borrower agrees that venue is proper in any of such courts.

21. Waiver.

Borrower agrees that it will still be liable for repayment of this Note II, subject to the nonrecourse provision of Section 4 above, even if the holder hereof does not follow the procedures of presentment, protest, demand, diligence, notice of dishonor and of nonpayment, which requirements are hereby waived. Failure of the City or other holder hereof to exercise any right or remedy hereunder shall not constitute a waiver of any future or other default. No acceptance of a past due installment or indulgence granted from time to time shall be construed to be a waiver of, or to preclude the exercise of, the right to insist upon prompt payment thereafter or to impose late charges retroactively or prospectively, or to waive or preclude the exercise of any other rights which the City may have.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Borrower has executed this Note II as of the date and year first above written

BORROWER:

El Monte Metro Family Housing, LP, a California
limited liability partnership
[or its Affiliates]

By: _____

EXHIBIT "A"

Escrow Closing HOME FH Note Allonge

[Allonge to be prepared by the City and attached to Note II by the Escrow Agent at the time of Closing]

This instrument is part of the Note II and is referenced to the Section 401.3 of the City DDA and Loan Agreement and Section 1.2.1 of Note II. This Escrow Closing HOME FH Note Allonge sets forth certain information as relates to the amounts of specific items or elements of FH Housing Project operating expenses which relate to the annual confirmation of the amount of Residual Receipt's for the Housing Project.

[City to insert specific text based upon final review of the Tax Credit Limited Partnership Agreement and the FH Housing Project Financing Documents as set forth at Section 401.3 of the City DDA and Loan Agreement]

BORROWER

El Monte Metro Family Housing, LP, a California limited liability partnership

Date: _____

By: _____

ACCEPTANCE OF ALLONGE BY CITY

Date: _____

By: _____
City Manager

ATTACHMENT NO. 5

FORM OF CITY FH LOAN DEED OF TRUST

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of El Monte
City Hall -- West
11333 Valley Boulevard
El Monte, California 91731
Attn: Office of the City Attorney

[Space above this line for Recorder's use]

**2019
FORM OF EL MONTE
HOME FH DEVELOPMENT PROJECT LOAN DEED OF TRUST,
ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING
(El Monte Metro Family Housing Project)**

EDITOR'S NOTE:

THIS IS THE GENERAL FORM TO BE THE BASIS FOR TWO (2) SEPARATE DEEDS OF TRUST: (i) FOR SECURING THE SITE MORTGAGE NOTE (PROP "A"/PROP "C"/CDBG) AND (ii) FOR SECURING THE HOME NOTE. THE FINAL FORM OF THE DEED OF TRUST FOR EACH SUCH CITY FH NOTE SHALL BE DELIVERED IN EXECUTED AND RECORDABLE FINAL FORM TO THE CITY AT THE TIME OF THE CLOSE OF ESCROW AS PROVIDED IN THE DISPOSITION DEVELOPMENT AND AFFORDABLE RENTAL HOUSING LOAN AGREEMENT (FAMILY SOUTH), DATED AS OF FEBRUARY 4, 2020, SUBJECT TO EDITS PRIOR TO SUCH ESCROW CLOSING AS ACCEPTABLE TO THE CITY.

**2019
EL MONTE
HOME DEVELOPMENT PROJECT DEED OF TRUST,
ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING
(El Monte Metro Family Housing, LP: EL MONTE METRO FAMILY HOUSING)**

THIS 2019 EL MONTE HOME FH DEVELOPMENT PROJECT LOAN DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (hereinafter called the "Deed of Trust") is made and shall be effective as of _____, 2019 by El Monte Metro Family Housing, LP, a California limited liability partnership or its permitted assignee which address is _____ (the "Grantor" or "Trustor" or "Developer"), as trustor, in trust to _____ Title Company, a _____, whose address is _____ (the "Trustee"), and for the benefit of the City of El Monte, a municipal corporation, whose address is 11333 Valley Boulevard, El Monte, California 91731 (hereinafter called "Beneficiary" or "City").

WITNESSETH

That Grantor does hereby irrevocably grant, bargain, sell and convey to the Trustee, in trust, with power of sale, all of Trustor's right, title and interest, now owned or hereafter acquired, in and to that certain real property having the address of _____, El Monte, California 91731, County of Los Angeles, State of California (the "Land"), which is more particularly described as follows:

See Exhibit "A" legal description of the Land as attached hereto and hereby incorporated herein by reference.

TOGETHER WITH any and all buildings, structures, improvements and fixtures now existing thereon or hereafter erected thereon (collectively, the "Improvements");

TOGETHER WITH all leases, rental agreements, use agreements, licenses, rents, issues, profits, royalties, income and other benefits (collectively, the "Rents") now or hereafter created, in connection with, derived or resulting from, or relating to, the Property (as hereinafter defined), subject to the right, power and authority hereinafter given to Grantor to collect and apply such Rents;

TOGETHER WITH all interest, estate or other claims, both in law and in equity, which Grantor now has or may hereafter acquire in the Property;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water and mineral rights and shares of stock evidencing the same (collectively, the "Easements");

TOGETHER WITH all right, title and interest of Grantor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Property (collectively, the "Rights of Way");

TOGETHER WITH all right, title and interest of Grantor in and to all tangible and intangible personal property (collectively, the "Personal Property") now or hereafter owned by Grantor and now or at any time hereafter located on or at the Property or used in connection therewith including, but not limited to, all goods, inventory, instruments, documents, chattel paper, agreements, vehicles, furniture, fixtures, attachments, appliances, machinery, equipment, kitchen equipment, stoves, grills, dishwashers, fixtures and trade fixtures, and all other equipment, wherever located, relating to or in connection with the Property, or as necessary for the operation of the Property or any business located and/or operated at the Property, and all building and land improvements located at and operated under the name of all of which property mentioned in this paragraph shall be deemed part of the realty and not severable wholly or in part without material injury to the freehold, and the proceeds and the products therefrom; and

TOGETHER WITH all the estate, interest, right, title, other claim or demands, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Grantor now has or may hereafter acquire in the Property, and any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of the Property (collectively, the Awards"); and

The Land, Improvements, Rents, Personal Property, Easements, Rights of Way, Awards and all other rights, titles, estate or interest of Trustor described above (whether now or hereafter acquired by Trustor) shall hereafter be referred to collectively as the "Property".

FOR THE PURPOSE OF SECURING:

1. Payment of indebtedness in favor of the Beneficiary arising under that certain agreement entitled "2019 City of El Monte Disposition Development and Affordable Rental Housing Loan Agreement (El Monte Metro Family Housing LLC: El Monte Metro Family Housing Project) dated as of February 4, 2020, (the "City FH DDA and Loan Agreement") in the total principal amount of _____ Dollars (\$ _____) together with and including all interest thereon, evidenced by that certain [Site Mortgage Loan Promissory Note or the HOME FH Development Project Loan Promissory Note, of even date herewith] ("Note II"), executed by Grantor, which has been delivered to and is payable to the order of Beneficiary and which, by this reference, is made a part hereof, and any and all modifications, extensions and renewals thereof, with interest thereon payable in the manner provided for in Note II, if not sooner paid, due and payable at maturity. Note II evidences the indebtedness of Trustor to repay the City the portion of the development project financing for the "FH Housing Project" as this term is defined in the City FH Loan Agreement, which has been sourced by funds identified in the City FH Loan Agreement as the ["Site Mortgage Loan" or the "HOME FH Loan," as applicable].

2. Payment of all sums which may become due from Grantor, or advanced by Beneficiary or its successor, with interest thereon at the rate set forth in Note II, which include but are not limited to fire and other hazard insurance and taxes upon the real property herein described, according to the terms of this Deed of Trust; payment by the Grantor of all reasonable attorneys' fees and costs incurred by the Trustee or Beneficiary in foreclosing this Deed of Trust or realizing upon any of the collateral for the obligations which this Deed of Trust secures; payment by Grantor of all reasonable attorneys' fees and costs incurred by Trustee or Beneficiary in defending the priority or validity of this Deed of Trust or the title to the Property; payment by Grantor of all sums advanced by Beneficiary to or on behalf of Grantor for the purpose of clearing encumbrances or defects from the title to the Property described in this Deed of Trust where Beneficiary, in good faith, believes such

encumbrances to be superior to the lien of the Deed of Trust (except for the "Senior Loan Documents" as this term is hereafter defined, which shall be superior in lien priority to the "City FH Loan Documents" as this term is hereafter defined), including, without limitation, payment of *ad valorem* taxes and mechanics' or materialmen's liens which may have gained priority over the lien of this Deed of Trust as to all or any part of the indebtedness secured hereby; payment by Grantor of all attorneys' fees and costs incurred by Trustee or Beneficiary in any bankruptcy proceedings or any reorganization or liquidation proceeding under the Bankruptcy Act affecting Grantor, this Deed of Trust, or the covenants of Grantor herein contained or incorporated herein by reference; and payment of all other sums advanced by Beneficiary to protect the Property, with interest thereon at the rate set forth in Note II.

3. Payment of all other sums, with interest thereon, which may hereafter be loaned to Grantor, its successors or assigns, by Beneficiary, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

4. The terms set for below shall have the following meaning where appearing in this Deed of Trust:

"[HOME] Regulatory Agreement". The term "[HOME] Regulatory Agreement" shall mean the [HOME] Regulatory Agreement and Affordable Rental Housing Development Declaration of Restrictive Covenants of even date herewith, executed by the City and by the Trustor/Developer.

[IF APPLICABLE: "HOME FH Loan". The term "HOME FH Loan" means and refers to the \$_____ construction loan obligation of the Grantor, described in the City FH DDA and Loan Agreement.

"City FH Loan Documents". The term "City FH Loan Documents" shall collectively mean and refer to this Deed of Trust, Note II and all other instruments, documents or agreements executed by Grantor including Note I, Note II and the [HOME] Regulatory Agreement to evidence or to further secure the payment and the performance of any obligation secured hereby, or individually as a "City FH Loan Document."

"Note II". The term "Note II" means and refers to the promissory note which evidences the HOME FH Loans and is secured by this Deed of Trust.

"Other Secondary Loans". The term "Other Secondary Loans" shall mean and refer collectively to the loans to the Trustor from each of the following entities:

[INSERT TEXT AS APPLICABLE]

"Senior Loan". The term "Senior Loan" shall mean **[INSERT TEXT AS APPLICABLE]**.

"Senior Loan Documents". The term "Senior Loan Documents" shall mean the senior loan note (the "Senior Loan Note") of _____, the senior loan deed of trust (the "Senior Loan Deed of Trust") of _____, and all other instruments, documents and agreements evidencing, securing, guaranteeing and/or relating to the Senior Loan and, if applicable, the instruments, documents and agreements evidencing, securing and or relating to

the [INSERT TEXT FOR THE PERMANENT SENIOR LOAN AS APPLICABLE].

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

**ARTICLE I
COVENANTS AND AGREEMENTS OF GRANTOR**

Grantor hereby covenants and agrees:

1.1. Warranties of Title and Authority. Grantor hereby represents and warrants to Beneficiary as follows: that Grantor is a _____ duly organized and validly existing in good standing under the laws of the State of California, with full right, power and authority to execute, enter into and deliver this Deed of Trust, and to perform all of its obligations hereunder; that it has good and marketable title to the Land and Improvements of free and clear of any and all liens, claims, encumbrances, restrictions, encroachments and interest whatsoever in favor of any third party except as may be expressly agreed to by Beneficiary and as described in the lender's title insurance policy; and that any and all obligations it may have incurred in connection with the Property are current and without default.

1.2. Payment of Secured Obligations. To pay when due the principal of, and the interest on, the indebtedness evidenced by Note II; charges, fees and all other sums as provided in the City FH Loan Documents; and the principal of, and interest on any future advances secured by this Deed of Trust.

1.3. Construction, Maintenance, Repair, Alterations. To complete promptly and in a good and workmanlike manner the building or other improvement which shall be constructed on the Property and promptly restore in like manner any Improvement which may be damaged or destroyed thereon; to keep the Property in good condition and repair and once the improvement of the FH Housing Project has been completed, not to remove, demolish, or substantially alter (except such alterations as may be required by laws, ordinances or regulations) any of the Improvements; to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions now or hereafter affecting the Property or any part thereof; not to commit or permit any waste or deterioration of the Property; to keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair; to comply with the provisions of any lease and/or rental agreement in connection with the Property; not to commit, suffer nor permit any act to be done in or upon the Property in violation of any law, ordinance or regulation.

1.4. Sums Advanced. Grantor shall immediately use and apply the proceeds of Note II as disbursed by the Beneficiary to the Grantor to reimburse the Beneficiary for the actual and reasonable costs paid by the Trustee for enforcement of this Agreement in connection with the construction and improvement of the FH Housing Project. Until so repaid, all such sums and all other sums payable to Beneficiary or Trustee by the City shall be added to, and become a part of, the indebtedness secured by this Deed of Trust and bear interest from the date of advancement or payment by the Beneficiary at the same rate as provided in Note II. All sums advanced by the Beneficiary under this Deed of Trust or Note II or the other City FH Loan Documents, whether

or not required to be advanced by the Beneficiary under the terms thereof, shall conclusively be deemed to be mandatory advances required to preserve and protect this Deed of Trust and Beneficiary's security for the performance of the Grantor's obligations hereunder and repayment of the indebtedness secured hereby, and shall be secured by this Deed of Trust to the same extent and with the same priority as the principal and interest payable under Note II.

1.5. Required Insurance. At all times to provide, maintain and keep in force, or cause to be provided, maintained and kept in force at its sole cost and expense, insurance coverage in favor of the Property and the Beneficiary as required by the City FH DDA and Loan Agreement.

1.6. Reserved.

1.7. Assignment of Policies Upon Foreclosure. In the event of foreclosure of this Deed of Trust or other transfer of title or assignment of the Property in extinguishment, in whole or in part, of the debt secured hereby, all right, title and interest of Grantor in and to all policies of insurance required by Section 1.6 shall inure to the benefit of and pass to the successor in interest to Grantor or the purchaser or grantee of the Property.

1.8. Indemnification; Subrogation; Waiver of OffHtet.

(a) If Beneficiary is made a party defendant to any litigation concerning this Deed of Trust or the Property or any part thereof or interest therein on or after the date on which Grantor acquires the Property in fee, or the design construction use or occupancy thereof by Grantor, then Grantor shall indemnify, defend and hold Beneficiary harmless from all liability by reason of said litigation, including reasonable attorneys' fees and expenses incurred by Beneficiary in any such litigation, whether or not any such litigation is prosecuted to judgment. If Beneficiary commences an action against Grantor to enforce any of the terms hereof or because of the breach by Grantor of any of the terms hereof or for the recovery of any sum secured hereby, Grantor shall pay to Beneficiary reasonable attorneys' fees and expenses, and such fees and expenses shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment. If Grantor breaches any term of this Deed of Trust, Beneficiary may employ an attorney or attorneys to protect its rights hereunder and, in the event of such employment following any breach by Grantor, Grantor shall pay Beneficiary reasonable attorneys' fees and expenses incurred by Beneficiary, whether or not an action is actually commenced against Grantor by reason of breach.

(b) Grantor waives any and all right to claim or recover against Beneficiary, its officers, employees, agents and representatives, for loss of or damage to Grantor, the Property, or the Property of others under Grantor's control from any cause insured against or required to be insured against by the provisions of this Deed of Trust.

(c) Sums payable by Grantor hereunder shall be paid without notice, demand, counterclaim, set off, deduction or defense, and without abatement, suspension, deferment, diminution or reduction; and the obligations and liabilities of Grantor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (1) damage to or destruction of or any condemnation or similar taking of the Property or any part thereof, (2) any restriction or prevention of or interference with any use of the Property or any

part thereof, (3) any title defect or encumbrance or any eviction from the Property or the Improvements or any part thereof by title paramount or otherwise, (4) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary, or by any court, in any such proceeding, (5) any claim which Grantor has or might have against Beneficiary, (6) any default or failure on the part of Beneficiary to perform or comply with any of any other agreement with Grantor; or (7) any other occurrence whatsoever, whether similar or dissimilar to the foregoing and whether or not Grantor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Grantor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Grantor.

1.9. Taxes and Impositions.

(a) Grantor agrees to pay or cause to be paid, prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, including, without limitation, non-governmental levies or charges resulting from covenants, conditions, and restrictions affecting the Property, which are assessed or imposed upon the Property or become due and payable, and which create, may create, or appear to create a lien upon the Property or any part thereof or upon any Personal Property, equipment or other facility used in the operation or maintenance thereof (all of which taxes, assessments and other governmental charges of like nature are hereinafter referred to as "Impositions"); provided, however, that if, by law, any such Imposition is payable or may, at the option of the taxpayer, be paid in installments, Grantor may pay or cause to be paid the same, together with any accrued interest on the unpaid balance of such Imposition, in installments as the same become due; and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest.

(b) If, at any time after the date hereof, there shall be assessed or imposed: (1) a tax or assessment on the Property in lieu of or in addition to the Impositions payable by Grantor pursuant to Section 1.9(a) above, or (2) a license fee, tax or assessment imposed on Beneficiary and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in Section 1.9(a) above; and Grantor shall pay and discharge or cause to be paid and discharged the same as herein provided with respect to the payment of Impositions or, at the option of Beneficiary, all obligations secured hereby, together with all accrued interest thereon, shall immediately become due and payable. Anything to the contrary herein notwithstanding, Grantor shall have no obligation to pay any franchise, estate, inheritance, income, excess profits or similar tax levied on Beneficiary or on the obligations secured hereby.

(c) Subject to the provisions of Section 1.9(d) below, Grantor covenants to furnish to Beneficiary, within forty-five (45) days after the date upon which any such Imposition is due and payable by Grantor, official receipts of the appropriate taxing authority or other proof satisfactory to Beneficiary evidencing the payments thereof.

(d) Grantor shall have the right, before any delinquency occurs, to contest or object to the amount or validity of any such Imposition by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying or extending Grantor's covenant to pay or cause to be paid any such Imposition at the time and in the manner provided in this Section 1.9, unless Grantor has given prior written notice to Beneficiary of Grantor's intent to so contest or object to an Imposition; and unless, at Beneficiary's sole option: (1) Grantor shall demonstrate to Beneficiary's satisfaction that the legal proceedings shall conclusively operate to prevent the sale of the Property or any part thereof to satisfy such Imposition prior to final determination of such Proceedings, or (2) Grantor shall furnish a good and sufficient bond or surety as requested by and satisfactory to Beneficiary, or (3) Grantor shall have provided a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of such proceedings.

(e) Grantor covenants and agrees not to suffer, permit or initiate the joint assessment of the real and personal property, or any other procedure whereby the lien of the real property taxes and the lien of the personal property taxes shall be assessed, levied or charged to the Property as a single lien.

(f) If requested by Beneficiary, Grantor shall cause to be furnished to Beneficiary a tax reporting service covering the Property of the type, duration and with a company satisfactory to Beneficiary.

1.10. Utilities. To pay or cause to be paid when due all utility charges which are incurred by Grantor for the benefit of the Property or which may become a charge or lien against the Property for gas, electricity, water or sewer services furnished to the Property and all other assessments or charges of a similar nature, whether public or private, affecting the Property or any portion thereof, whether or not such taxes, assessments or charges are liens thereon.

1.11. Environmental Provisions.

(a) Definitions.

(i) Hazardous Substance means and refers to any substance, material, or waste which is or becomes regulated by any any local governmental authority, the County, the State of California, regional governmental authority, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of

Title 22 of the California Code of Regulations, Division 4, Chapter 20, (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903) or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 *et seq.* Notwithstanding the foregoing, "Hazardous Materials" shall not include such products in quantities as are customarily used in the construction, maintenance, development or management of residential developments or associated buildings and grounds, or typically used in residential activities in a manner typical of other comparable residential developments, or substances commonly ingested by a significant population living within the Housing Project, including without limitation alcohol, aspirin, tobacco and saccharine.

(ii) Hazardous Substance Claim: Any enforcement, cleanup, removal, remedial, or other governmental, regulatory, or private actions, agreements, or orders threatened, instituted, or completed pursuant to any Hazardous Substance Law, together with all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost-recovery compensation, loss, or injury resulting from the presence, release or discharge of any Hazardous Substance.

(iii) Hazardous Substance Law: Any federal, state, or local law, ordinance, regulation, or policy applicable to the Property and relating to the environment, health, and safety, any Hazardous Substance (including, without limitation, the use, handling, transportation, production, disposal, discharge, or storage of the substance), industrial hygiene, soil, groundwater, and indoor and ambient air conditions or the environmental conditions on the Property.

(iv) Release: The term "Release" means the use, generation, manufacture, storage, treatment, disposal, discharge, release of Hazardous Substances by any person or entity at, on, in, above, over, under, from adjacent, about or around the Property.

(v) Threatened Release: The term "Threatened Release" shall mean a threatened Release of Hazardous Substances by any person or entity at, on, in, above, over, under, from, adjacent, about or around the Property.

(vi) Tenants: The term "Tenants" shall mean every tenant, occupant, licensee and other user, now or hereafter, at the Property and "Tenant" shall mean any one of them.

(b) Covenants. Trustor agrees, except in the ordinary course of business and in strict compliance with all applicable Hazardous Substance Laws, as follows:

(i) not to cause or knowingly permit the Property to be used as a site for the use, generation, manufacture, storage, treatment, Release, discharge, disposal, transportation, or presence of any Hazardous Substance;

(ii) not to cause, contribute to, permit, or acquiesce in any Release or Threatened Release;

(iii) not to change or modify the use of the Property without the prior written consent of Beneficiary;

(iv) to comply with and to cause the Property and every Tenant of the Property to comply with all Hazardous Substance Laws;

(v) to implement and complete the recommendations set forth in the Phase I Environmental Report, dated _____ (the "Phase I Environmental Report");

(vi) to promptly notify Beneficiary in writing of and to provide Beneficiary with a reasonably detailed description of the following after Trustor received notice or discovers the same:

(A) any noncompliance of the Property with any Hazardous Substance Laws;

(B) any Hazardous Substance Claim;

(C) any Release or Threatened Release; and

(D) the discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that would cause the Property or any part of it to be designated as "hazardous waste property" or "border zone property" under the provisions of Health and Safety Code Section 25220 et seq. and any regulation adopted in accordance with that section.

(vii) if Trustor discovers a Release or the presence of any Hazardous Substance at, on, in, above, under, over, from, adjacent or about the Property in violation of any Hazardous Substance Law, to:

(A) notify Beneficiary of that discovery together with a reasonably detailed description;

(B) engage promptly after a request by Beneficiary, a qualified environmental engineer reasonably satisfactory to Beneficiary to investigate these matters and prepare and submit to Beneficiary a written report containing the findings and conclusions resulting from that investigation, all at the sole expense of Trustor; and

(C) take, at Trustor's sole expense, all necessary actions to remedy, repair, clean up, or detoxify any Release or Hazardous Substance, as required by any Hazardous Substance Laws or any judgment, consent, decree, settlement, or compromise in respect of any Hazardous Substance Claims, these actions to be performed:

- (1) in accordance with Hazardous Substance Laws;
- (2) in a good and workmanlike manner;
- (3) under the supervision of a qualified environmental engineer approved in writing by Beneficiary;
- (4) in accordance with plans and specifications for these actions approved in writing by Beneficiary; and
- (5) using licensed and insured qualified contractors approved in writing by Beneficiary.

(viii) immediately furnish to Beneficiary copies of all written communications received by Trustor from any governmental authority or other person or entity or given by Trustor to any person and any other information Beneficiary may reasonably request concerning any Release, Threatened Release, Hazardous Substance Claim, or the discovery of any Hazardous Substance at, on, in, above, under, over, from, adjacent or about the Property in violation of any Hazardous Substance Law;

(ix) if applicable, implement the recommendations and perform the work of investigation and remedial response to completion as set forth in the Phase I Environmental Report and the applicable FH Housing Project construction plans and specifications; and

(x) keep Beneficiary generally informed regarding the progress and completion of the work of investigation and remedial response by the Grantor as required to appropriately address the matters covered by the Phase I Environmental Report dated _____, and any Release, Threatened Release, Hazardous Substance Claim, or the discovery of any other Hazardous Substance at, on, in, above, under, over, from, adjacent or about the Property in violation of any Hazardous Substance Law.

(c) Inspection and Receivership Rights. Upon Beneficiary's reasonable belief that Trustor has failed to comply with any environmental provision of this Deed of Trust or any other City FH Loan Document and upon reasonable prior notice (except in the case of an emergency) to Trustor, Beneficiary or its representatives, employees, and agents, may from time to time and at all reasonable times (or at any time in the case of an emergency) enter and inspect the Property and every part of it (including all samples of building materials, soil, and groundwater and all books, records, and files of Trustor relating to the Property) and perform those acts and things that Beneficiary deems necessary or desirable to inspect, investigate, assess, and protect the security of this Deed of Trust, for the purpose of determining:

(i) the existence, location, nature, and magnitude of any past or present Release or Threatened Release;

(ii) the presence of any Hazardous Substances on, at, in, above, under, over, from, adjacent or about the Property in violation of any Hazardous Substance Law; and

(iii) the compliance by Trustor with every environmental provision of this Deed of Trust and every other City FH Loan Document.

In furtherance of the purposes above, without limitation of any of its other rights, Beneficiary may:

(A) obtain a court order to enforce Beneficiary's right to enter and inspect the Property under Civil Code Section 2929.5, to which the decision of Beneficiary as to whether there exists a Release, a Threatened Release, any Hazardous Substance on, at, in, above, under, from, adjacent or about the Property in violation of any Hazardous Substance Law, or a breach by Trustor of any environmental provision of this Deed of Trust or any other City Loan Financial Document, will be deemed reasonable and conclusive as between the parties; and

(B) have a receiver appointed under Code of Civil Procedure Section 564 to enforce Beneficiary's right to enter and inspect the Property for the purpose set forth above.

All costs and expenses incurred by Beneficiary with respect to the audits, tests, inspections, and examinations that Beneficiary or its agents, representatives, or employees may conduct, including the fees of the engineers, laboratories, contractors, consultants, and attorneys, will be paid by Trustor. All costs or expenses incurred by Trustee and Beneficiary pursuant to this Section (including, without limitation, court costs, consultant's fees, and attorneys' fees, whether incurred in litigation and whether before or after judgment) will bear interest at the default rate as set forth in Note II (the "Default Rate"), from the date they are incurred until those sums have been paid in full. Except as provided by law, any inspections or tests made by Beneficiary or its representatives, employees, and agents will be for Beneficiary's purposes only and will not be construed to create any responsibility or liability on the part of Beneficiary to Trustor or to any other person or entity. Beneficiary will have the right, but not the obligation, to communicate with any governmental authority regarding any fact or reasonable belief of Beneficiary that constitutes or could constitute a breach of any of Trustor's obligations under any environmental provision contained in this Deed of Trust or any City FH Loan Document.

(d) Release and Indemnity.

Subject to Sections 205/3, 205.4 and 205.5 of the City FH DDA and Loan Agreement, Trustor:

(i) releases and waives any future claim against Beneficiary for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any Hazardous Substance Laws or under any Hazardous Substance Claim;

(ii) agrees to reimburse Beneficiary, on demand, for all costs and expenses incurred by Beneficiary in connection with any review, approval, consent, or inspection relating to the environmental provisions in this Deed of Trust together with interest, after demand, at the Default Rate; and

(iii) agrees to indemnify, defend, and hold Beneficiary and Trustee harmless from all losses, costs, claims, damages, penalties, liabilities, causes of action, judgments, court costs, attorneys' fees and other legal expenses, costs of evidence of title, cost of evidence of value, and other expenses (collectively, "Expenses"), including, but not limited to, any Expenses incurred or accruing after the foreclosure of the lien of this Deed of Trust, which either may suffer or incur and which directly or indirectly arises out of or is in any way connected with the breach of any environmental provision either in this Deed of Trust or in any City FH Loan Document or as a consequence of any Release or Threatened Release or the presence, use, generation, manufacture, storage, disposal, transportation, Release, or Threatened Release of any Hazardous Substance on, at, in, above, under, from, adjacent or about the Property, including the soils and groundwaters, caused or permitted by Trustor, any prior owner or operator of the Property, any adjoining landowner or any other party, including, without limitation, the cost of any required or necessary repair, cleanup, remedy, or detoxification of any Hazardous Substance and the preparation of any closure, remedial action, or other required plans, whether that action is required or necessary by reason of acts or omissions occurring prior to or following the recordation of this Deed of Trust except to the extent caused by the willful misconduct or gross negligence of Beneficiary. Trustor's obligations will survive the satisfaction, release, or cancellation of the indebtedness, the release and reconveyance or partial release and reconveyance of this Deed of Trust, and the foreclosure of the lien of this Deed of Trust or deed in lieu of the Deed of Trust.

(e) Reserved.

1.12. Actions Affecting Property. To appear in and contest any action or proceeding purporting to affect the nature or the priority of security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees, in any such action or proceeding in which Beneficiary or Trustee may appear.

1.13. Actions by Trustee and/or Beneficiary to Preserve Property. That should Grantor fail to make or cause to be made any payment or to do or cause to be done any act as and in the manner provided in any of the City FH Loan Documents, Beneficiary and/or Trustee, each in its own discretion, without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. In connection therewith (without limiting their general powers), Beneficiary and/or Trustee shall have and are hereby given the right, but not the obligation: (1) to enter upon and take possession of the Property, (2) to make additions, alterations, repairs and improvements to the Property which they or either of them may consider necessary or proper to keep the Property in good condition and repair, (3) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Beneficiary or Trustee, (4) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt which in the judgment of either may affect or appears to affect the security of this Deed of Trust or be prior or superior hereto, and (5) in exercising such power, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants. Grantor hereby agrees to pay on demand, with interest at the rate set forth herein, all of the Beneficiary's costs, charges and expenses incurred by Beneficiary or trustee in connection with the exercise by Beneficiary or trustee of the foregoing rights,

including without limitation, costs of evidence of title, court costs, appraisals, surveys and reasonable attorneys' fees. All costs, charges and expenses so incurred, together with interest thereon as aforesaid, shall be secured by the lien of this Deed of Trust.

1.14. Additional Security. That in the event Beneficiary at any time holds additional security for any of the obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before or concurrently herewith or after a sale is made hereunder.

1.15. Appointment of Successor Trustee. That in the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when such substitution has been filed for record in the Office of the Recorder of Los Angeles County, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

1.16. Successors and Assigns. That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the owner and holder of Note II, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, the singular number includes the plural and/or vice versa.

1.17. Inspections. That Beneficiary, or its agents, representatives or workmen, are authorized to enter at any reasonable time upon advance written notice and subject to the rights of tenants under the leases at the Property for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the City FH Loan Documents.

1.18. Liens. To pay and promptly discharge or cause to be paid and discharged, at Grantor's cost and expense, all liens, encumbrances and charges upon the Property, or any part thereof or interest therein which have priority over this Deed of Trust; provided that the existence of any mechanic's, laborer's, materialman's, supplier's or vendor's lien or right thereto shall not constitute a violation of this section if payment is not yet due under the contract which is the foundation thereof and if such contract does not postpone payment for more than fifty-five (55) days after the performance thereof. Grantor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge, provided Grantor shall first deposit with Beneficiary a bond or other security satisfactory to Beneficiary in such amounts as Beneficiary shall reasonably require, but not more than one and one half (150%) of the amount of the claim, and provided further that Grantor shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged. If Grantor shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Beneficiary, Beneficiary may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond or the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law.

1.19. Trustee's Powers. At any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and Note II secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said Property, Trustee may: (1) reconvey any part of said Property; (2) consent in writing to the making of any map or plat thereof; (3) join in granting any easement thereon; or (4) join in any extension agreement or any agreement subordinating the lien or charge hereof.

1.20. Beneficiary's Powers. Without affecting the liability of any other person or entity liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Property not then or theretofore released as security for the full amount of all unpaid obligations, Beneficiary may, from time to time at the request of any one of the Grantors, or their successors or assigns and without notice: (1) release any person or entity so liable, (2) extend the maturity or alter any of the terms of any such obligation, (3) grant other indulgences, (4) release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's option any parcel or portion of the Property so long as the release or reconveyance does not materially affect the security value of the Property, (5) take or release any other or additional security for any obligation herein mentioned, or (6) make compositions or other arrangements with debtors in relation thereto. By accepting payment of any obligation herein mentioned after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other obligations herein mentioned or to declare default for failure so to pay.

1.21. Accounting. The Grantor will keep and maintain or will cause to be kept and maintained in accordance with sound accounting practice accurate and proper books of record and account relating to the Property in compliance with the City FH DDA and Loan Agreement.

1.22. Reserved.

1.23. Insurance Proceeds. That after the happening of any casualty to the Property or any part thereof, Grantor shall give prompt written notice thereof to Beneficiary.

(a) In the event of any damage or destruction of the Improvements, Beneficiary shall have the option in its discretion, subject to the right of the Senior Lender under the Senior Loan Documents, of applying all or part of the insurance proceeds: (1) to any indebtedness secured hereby and in such order as Beneficiary may determine; (2) to the restoration of the Improvements; or (3) to Grantor. Notwithstanding anything to the contrary contained herein, so long as the value of Beneficiary's lien is not impaired, any insurance proceeds may be used by Trustor for repair and/or restoration of the FH Housing Project.

(b) Subject to the rights of the Senior Lender under the Senior Loan Documents, in the event of such loss or damage, all proceeds of insurance shall be payable to Beneficiary, and Grantor hereby authorizes and directs any affected insurance company to make payment of such proceeds directly to Beneficiary. Beneficiary is hereby authorized and empowered by Grantor to settle, adjust or compromise any claims for loss, damage or destruction under any policy or policies of insurance.

(c) Except to the extent that insurance proceeds are received by Beneficiary and applied to the indebtedness secured hereby, nothing herein contained shall be deemed to excuse Grantor from constructing, repairing or maintaining the Property as provided in Section 1.3 hereof or restoring all damage or destruction to the Property, regardless of whether or not there are insurance proceeds available or whether any such proceeds are sufficient in amount, and the application or release by Beneficiary of any insurance proceeds shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such notice.

1.24. Eminent Domain. That should the Property, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding or in any other manner ("Condemnation") or should Grantor receive any notice or other information regarding such proceeding, Grantor shall give prompt written notice thereof to Beneficiary.

(a) Subject to the rights of the Senior Lender under the Senior Loan Documents, Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Beneficiary shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to Grantor (the "Proceeds") up to the amount of the outstanding principal balance and accrued and unpaid interest on the HOME FH Loan are hereby assigned under this Deed of Trust to Beneficiary and Grantor agrees to execute such further acknowledgment of assignment of the Proceeds as Beneficiary or Trustee may require.

(b) In the event any portion of the Property is so taken or damaged, Beneficiary shall have the option, subject to the right of the Senior Lender under the Senior Loan Documents in its discretion, to apply all such proceeds, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including reasonable attorneys' fees, incurred by it in connection with such Proceeds, upon any indebtedness secured hereby and in such order as Beneficiary may determine, up to the amount of the outstanding principal balance and accrued and unpaid interest on the HOME FH Loan or to apply all such Proceeds, after such deductions, to the restoration of the Property upon such conditions as Beneficiary may determine. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Notwithstanding anything to the contrary contained herein, so long as the value of Beneficiary's lien is not impaired, any insurance proceeds may be used by Trustor for repair and/or restoration of the FH Housing Project.

1.25. Compliance with Law. That Trustor shall preserve and keep in full force its existence, rights, and powers. Trustor will promptly and faithfully comply with all present and future laws, ordinances, rules, regulations, and requirements of every governmental authority or agency and of every board of fire underwriters (or similar body exercising similar functions) having jurisdiction that may be applicable to it or to the Property or to the use or manner of occupancy, possession, operation, maintenance, alteration, or repair of the Property or any part of it, whether the law, ordinance, rule, order, regulation, or requirement necessitates structural changes or improvements or interferes with the use or enjoyment of the Property.

ARTICLE II
ASSIGNMENT OF LEASES, RENTS, ISSUES AND PROFITS

2.1. Assignment of Leases, Rents and Profits Under All Leases and Rental Agreements. Grantor absolutely and irrevocably assigns to Beneficiary the rents, issues and profits of the Property, and all of the right, title and interest of the Grantor in and under all leases and rental agreements now or hereafter affecting said Property, hereby assigned and transferred to the Beneficiary. So long as no default shall exist in compliance with any covenants, terms, conditions or obligations hereof or of any other instrument at any time executed with respect to this Deed of Trust, Grantor may collect assigned rents and profits as the same fall due, but upon the occurrence of any such default, all right of Grantor to collect or receive rents or profits from the Property shall wholly terminate. All rents, issues or profits receivable from or in respect to the Property which Grantor shall be permitted to collect hereunder shall be received by it in trust to pay the usual and reasonable operating expenses of, and the taxes upon, said Property and the sums owing to Beneficiary as they become due and payable as provided in this Deed of Trust or in the said Note II or in any modification of either.

Grantor hereby agrees:

(a) It will promptly perform and observe all of the terms, covenants and conditions required to be performed and observed by it, as landlord under all leases and rental agreements and will do all things necessary to preserve and keep unimpaired its rights thereunder and will maintain all leases and rental agreements in full force and effect and will enforce the same and will take such action to that end as Beneficiary may request;

(b) It will not create, nor permit any lien, charge of encumbrance upon its interest as landlord of the leases or rental agreements except the lien of the Senior Deed of Trust and this Deed of Trust and except as provided in this Deed of Trust;

(c) It will not, without the written consent of the Beneficiary, collect or permit the collection of any rental payment under any of the leases or rental agreements for a period of more than one (1) month in advance of the date on which such payment is due.

All leases or rental agreements of the whole or any part of the Property shall be subject and subordinate to the lien of this Deed of Trust unless Beneficiary consents in writing to the priority of certain leases or rental agreements. Beneficiary may, at its option, require that specific leases be made superior to the lien of this Deed of Trust. Grantor shall pay all costs incident to making such leases superior to such lien, including attorneys' fees. In the event of any default hereunder and the exercise by Beneficiary of its rights hereby granted, Grantor agrees that payments made by tenants or occupants to Beneficiary shall, as to such tenants, be considered as though made to Grantor and in discharge of tenants' obligations as such to Grantor. Nothing herein contained shall be construed as obliging Beneficiary to perform any of Grantor's covenants under any lease or rental agreement. Grantor shall execute and deliver to Beneficiary upon demand any further or supplemental assignments deemed desirable by Beneficiary in order to further carry out and confirm the intentions of this section and upon failure of the Grantor so to comply, Beneficiary may, in addition to any other rights or remedies, at its option, declare all obligations secured by this Deed of Trust to be immediately due and payable.

2.2. Leases. Grantor agrees as follows:

(a) To fully comply with all of the terms, conditions and provisions of all leases on the Property so that the same shall not become in default and to do all that is needful to preserve all said leases in force;

(b) To permit no assignment of any lease, or any subletting thereunder unless the right to assign or sublet is expressly reserved by the lessee under such lease, except for the Senior Loan Documents; and

(c) That save and except for taxes and assessments provided to be paid by Grantor as specified in Section 1.9, Grantor will not create or suffer or permit to be created, subsequent to the date of the execution and delivery of this Deed of Trust, any lien or encumbrance which may be or become superior to any lease affecting the Property.

2.3. Security, Rents, Profits and Zoning. Except for as set forth in the Senior Loan Documents or Other Secondary Loan documents, Grantor shall not, without first obtaining the Beneficiary's written consent, assign any of the rents or profits of the Property or change the general nature of the occupancy or initiate or acquiesce in any zoning reclassification, or do or suffer any act or thing which would impair the security for said debt or the Beneficiary's lien upon said Property or the rents thereof. In the event of breach of any requirement of this Section 2.3, but subject to notice and cure provisions in the City SF DDA and Loan Agreement, the Beneficiary may, in addition to any other rights or remedies, at any time thereafter declare the whole of the principal sum of Note II as well as the other obligations of Grantor payable to the Beneficiary under the City FH DDA and Loan Agreement, immediately due and payable.

ARTICLE III
SECURITY AGREEMENT

3.1. Creation of Security Interest. Grantor hereby grants to Beneficiary a security interest in the Personal Property located on or at the Property, including without limitation any and all property of similar type or kind hereafter located on or at the property for the purpose of securing all obligations of Grantor contained in any of the City FH Loan Documents, together with all right, title and interest of Grantor in and to all tangible or intangible personal property owned by Grantor and now or at any time hereafter relating to, in connection with, located on or at the Property or used in connection therewith including, but not limited to all inventory, goods, vehicles, instruments, documents, chattel paper, agreements, general intangibles, leases, rents, machinery, equipment, kitchen equipment, stoves, grills, dishwashers, fixtures and trade fixtures, and all other equipment, wherever located, in connection with or relating to the Property, or as necessary for the operation of the Property or for any business located thereat, and all building and land improvements located at and operated under the name of all of which property mentioned in this section shall be deemed part of the realty and not severable wholly or in part without material injury to the freehold, and the proceeds and the products therefrom.

3.2. Warranties, Representations and Covenants of Grantor. Grantor hereby warrants, represents and covenants as follows:

(a) Except for the security interest granted hereby and by the Senior Loan Documents or the Secondary Loan Documents, Grantor is, and as to portions of the Personal Property to be acquired after the date hereof will be, the sole owner of the Personal Property, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever. Grantor will notify Beneficiary of, and will defend the Personal Property against, all claims and demands of all persons at any time claiming the same or any interest therein.

(b) Grantor will not lease, sell, convey, assign, encumber, pledge or in any manner transfer the Personal Property without the prior written consent of Beneficiary.

(c) The Personal Property is not used or bought for personal, family or household purposes.

(d) The Personal Property will be kept on or at the Property and Grantor will not remove the Personal Property from the Property without the prior written consent of Beneficiary, except such portions or items of Personal Property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Grantor with an article of equal suitability owned by Grantor free and clear of any lien or security interest except such as may be approved in writing by Beneficiary.

(e) Grantor maintains a place of business in the State of California, and Grantor will immediately notify Beneficiary in writing of any change in either of its places of business.

(f) At the request of Beneficiary, Grantor will join Beneficiary in executing one or more financing statements and renewals and amendments thereof pursuant to the Uniform Commercial Code in form satisfactory to Beneficiary, and will pay the cost of filing the same in all public offices wherever filing is deemed by Beneficiary to be necessary or desirable.

(g) All covenants and obligations of Grantor contained herein relating to the Property shall be deemed to apply to the Personal Property whether or not expressly referred to herein.

(h) This Deed of Trust constitutes a security agreement as that term is used in the Uniform Commercial Code of California.

3.3. Real Property. Grantor and Beneficiary agree that the filing of a financing statement in the records normally having to do with personal property shall never be construed as in any wise derogating from or impairing this declaration and hereby stated intention of the parties hereto, that everything used in connection with the production of income from the Property and/or adapted for use therein and/or which is described or reflected in this Deed of Trust is, and at all times and for all purposes and in all proceedings, both legal or equitable, shall be, regarded as part of the real estate irrespective of: (1) any such item physically attached to the Improvements, (2) serial numbers used for better identification of certain equipment items capable of being thus identified in a recital contained in this Deed of Trust or in any list filed with the Beneficiary, or (3) any such item referred to or reflected in any such financing statement so filed at any time.

3.4. Fixture Filing. This Deed of Trust constitutes a financing statement filed as a fixture filing under California Commercial Code Section 9502(c), as amended or recodified from time to time, covering any portion of the Property that now is or later may become a fixture attached to the Property or to any Improvement.

ARTICLE IV
DEFAULT; REMEDIES

4.1. Events of Default. "Event of Default" hereunder shall have the meaning provided in Section 801 of the City SF DDA and Loan Agreement.

(a) Beneficiary remedies.

If one or more Event of Default occurs and is continuing, then Beneficiary may declare all the indebtedness evidenced by Note II as well as Note I and Note III to be due and such indebtedness will become due without any further presentment, demand, protest, or notice of any kind, and Beneficiary may:

(i) in person, by agent, or by a receiver, and without regard to the adequacy of security, the solvency of Trustor, or the existence of waste, enter on and take possession of the Property or any part of it in its own name or in the name of Trustee, sue for or otherwise collect the rents, issues, and profits, and apply them, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon the indebtedness, all in any order that Beneficiary may determine. The entering on and taking possession of the Property, the collection of rents, issues, and profits, and the application of them will not cure or waive any default or notice of default or invalidate any act done pursuant to the notice;

(ii) commence an action to foreclose this Deed of Trust in the manner provided by law for the foreclosure of deeds of trust or mortgages of real property;

(iii) deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause the Property to be sold, which notice Trustee or Beneficiary will cause to be filed for record;

(iv) with respect to the Personal Property, any personalty or other personal property, proceed as to both the real and personal property in accordance with Beneficiary's rights and remedies in respect of the Land, or proceed to sell the Personal Property, personalty or other personal property separately and without regard to the Land in accordance with Beneficiary's rights and remedies; or

(v) exercise any of these remedies in combination or any other remedy of the Beneficiary under the City FH DDA and Loan Agreement.

4.2. Power of Sale.

(a) If Beneficiary elects to foreclose by exercise of the power of sale in this Deed of Trust, Beneficiary will also deposit with Trustee this Deed of Trust, Note II, and any receipts and evidence of expenditures made and secured as Trustee may require. If notice of

default has been given as then required by law, and after lapse of the time that may then be required by law, after recordation of the notice of default, Trustee, without demand on Trustor, will, after notice of sale having been given as required by law, sell the Property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels as Trustee determines, and in any order that it may determine, at public auction to the highest bidder. Trustee may postpone sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time after that may postpone the sale by public announcement at the time fixed by the preceding postponement, and without further notice make the sale at the time fixed by the last postponement; or Trustee may, in its discretion, give a new notice of sale. Beneficiary may rescind any notice of default at any time before Trustee's sale by executing a notice of rescission and recording it. The recordation of the notice will constitute a cancellation of any prior declaration of default and demand for sale and of any acceleration of maturity of indebtedness affected by any prior declaration or notice of default. The exercise by Beneficiary of the right of rescission will not constitute a waiver of any default then existing or subsequently occurring, or impair the right of Beneficiary to execute other declarations of default and demand for sale, or notices of default and of election to cause the Property to be sold, nor otherwise affect Note II or this Deed of Trust, or any of the rights, obligations, or remedies of Beneficiary or Trustee. After sale, Trustee will deliver to the purchaser its deed conveying the property sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts will be conclusive proof of their truthfulness. Any person or entity, including Trustor, Trustee, or Beneficiary, may purchase at that sale. If allowed by law, Beneficiary, if it is the purchaser, may turn in Note II at the amount owing on it toward payment of the purchase price (or for endorsement of the purchase price as a payment on Note II if the amount owing exceeds the purchase price). Trustor expressly waives any right of redemption after sale that Trustor may have at the time of sale or that may apply to the sale.

(b) Trustee, upon the sale, will make (without any covenant or warranty, express or implied), execute and, after due payment made, deliver to a purchaser and its heirs or assigns a deed or other record of interest, as the case may be, to the Property sold, which will convey to the purchaser all the title and interest of Trustor in the Property and will apply the proceeds of the sale in payment:

(i) first, of the expenses of the sale together with the expenses of the trust, including, without limitation, attorneys' fees, that will become due on any default made by Trustor, and also any sums that Trustee or Beneficiary have paid for procuring a search of the title to the Property subsequent to the execution of this Deed of Trust; and

(ii) second, of the indebtedness then remaining unpaid, and the amount of all other monies with interest in this Deed of Trust agreed or provided to be paid by Trustor. Trustee will pay the balance or surplus of the proceeds of sale to Trustor and its successors or assigns as their interests may then appear.

4.3. Protection of Security. If an Event of Default occurs and is continuing, Beneficiary or Trustee, without limitation to do so, without notice to or demand upon Trustor, and without releasing Trustor from any obligations or defaults may:

(a) enter on the Property in any manner and to any extent that either deems necessary to protect the security of this Deed of Trust;

(b) appear in and defend any action or proceeding purporting to affect, in any manner, the obligations or the indebtedness of this Deed of Trust or the other City FH Loan Documents, the security of this Deed of Trust, or the rights or powers of Beneficiary or Trustee;

(c) pay, purchase, or compromise any encumbrance, charge, or lien that in the judgment of Beneficiary or Trustee is prior or superior to this Deed of Trust; and

(d) pay necessary expenses, employ counsel, and pay reasonable attorneys' fees. Trustor agrees to repay on demand all sums expended by Trustee or Beneficiary pursuant to this Section with interest at the Default Rate, and those sums, with interest, will be secured by this Deed of Trust.

(e) contact the Senior Lender and/or the holder of the obligations of the Trustor arising under any of the Other Secondary Loans to discuss such an Event of Default by Trustor and the exercise of remedies by the Beneficiary, the Senior Lender and the holder of the Other Secondary Loans, as applicable.

4.4. Receiver. If an Event of Default occurs and is continuing, Beneficiary, as a matter of strict right and without notice to Trustor or anyone claiming under Trustor and without regard to the then value of the Property, will have the right to apply *ex parte* to any court having jurisdiction to appoint a receiver of the Property, and Trustor waives notice of any application for that, provided a hearing to confirm the appointment with notice to Trustor is set within fourteen (14) days after the appointment (unless the court having jurisdiction thereof sets a later confirmation hearing date). Any receiver will have all the powers and duties of receivers in similar cases and all the powers and duties of Beneficiary in case of entry as provided in this Deed of Trust, and will continue as such and exercise all those powers until the date of confirmation of sale, unless the receivership is terminated sooner.

4.5. Curing of Defaults. If Trustor at any time fails to perform or comply with any of the terms, covenants, and conditions required on Trustor's part to be performed and complied with under this Deed of Trust, Note II, any of the other City FH Loan Documents, then Beneficiary, after fifteen (15) business days' notice to Trustor (or such longer notice and cure period provided in the other City FH Loan Documents or City FH DDA and Loan Agreement), and without waiving or releasing Trustor from any of the indebtedness and obligations, may, subject to the provisions of any of the City FH Loan Documents,

(a) make from the construction account or its own funds any payments payable by Trustor and take out, pay for, and maintain any of the insurance policies provided for; and

(b) perform any other acts on the part of Trustor to be performed and enter on the Property for that purpose.

The making by Beneficiary of payments out of Beneficiary's own funds will not, however, be deemed to cure the default by Trustor, and it will not be cured unless and until

Trustor reimburses Beneficiary for the payments. If the payment of any sum is made from the construction account and results, or may, in Beneficiary's good-faith determination, result, in the reduction in the amount of funds in the construction account below that is required to complete the construction work, then the amount that Beneficiary determines to be necessary for completion will be deposited by Trustor pursuant to the terms of the City FH Loan Documents within five (5) business days after written demand by Beneficiary. All sums paid and all reasonable costs and expenses incurred by Beneficiary in connection with the performance of any act, together with interest on unpaid balances at the Default Rate from the respective dates of Beneficiary's making of each payment, will be added to the principal of the indebtedness, will be secured by the Security Documents and by the lien of this Deed of Trust, prior to any right, title, or interest in or claim on the Property attaching or accruing subsequent to the lien of this Deed of Trust, and will be payable by Trustor to Beneficiary on demand.

4.6. Inspection Rights. On reasonable advance written notice (except in the case of an emergency), and without releasing Trustor from any obligation to cure any default of Trustor, Beneficiary or its agents, representatives, and employees acting by themselves or through a court-appointed receiver, may, from time to time and at all reasonable times (or at any time in the case of an emergency) enter and inspect the Property and every part of it (including all samples of building materials, soil, and groundwater, and all books, records, and files of Trustor relating to the Property) and perform any acts and things as Beneficiary deems necessary or desirable to inspect, investigate, assess, and protect the security of this Deed of Trust, for the purpose of determining:

(a) the existence, location, nature, and magnitude of any past or present Release or Threatened Release;

(b) the presence of any Hazardous Substances at, on, in, over, above, under, from, adjacent or about the Property in violation of any Hazardous Substance Law; and

(c) the compliance by Trustor of every environmental provision of this Deed of Trust and every other City FH Loan Document.

In furtherance of these purposes, without limitation of any of its other rights, Beneficiary may:

(i) obtain a court order to enforce Beneficiary's right to enter and inspect the Property under Civil Code Section 2929.5, to which the decision of Beneficiary as to whether there exists a Release, Threatened Release, any Hazardous Substances at, on, in, over, above, under, from, or about the Property in violation of any Hazardous Substance Law, or a breach by Trustor of any environmental provision of this Deed of Trust or any other City FH Loan Document, will be deemed reasonable and conclusive as between Trustor, Trustee, and Beneficiary; and

(ii) have a receiver appointed under Code of Civil Procedure Section 564 to enforce Beneficiary's right to enter and inspect the Property for Hazardous Substances.

All costs and expenses incurred by Beneficiary with respect to the audits, tests, inspections,

and examinations that Beneficiary or its agents, representatives, or employees may conduct, including the fees of the engineers, laboratories, contractors, consultants, and attorneys, will be paid by Trustor. All costs or expenses incurred by Trustee and Beneficiary pursuant to this Section (including, without limitation, court costs, consultant fees, and reasonable attorneys' fees, whether incurred in litigation and whether before or after judgment) will be paid by Trustor within ten (10) days after demand and if not timely paid, shall bear interest at the Default Rate from the date on which demand for payment is delivered to Trustor until they have been paid in full. Except as provided by law, any inspections or tests made by Beneficiary or its representatives, employees, and agents, will be for Beneficiary's purposes only and will not be construed to create any responsibility or liability on the part of Beneficiary to Trustor or to any other person or entity. Beneficiary will have the right, but not the obligation, to communicate with any governmental authority regarding any fact or reasonable belief of Beneficiary that constitutes or could constitute a breach of any of Trustor's obligations under any environmental provision in this Deed of Trust or any City FH Loan Document.

4.7. Remedies Cumulative. All remedies of Beneficiary provided for in this Deed of Trust are cumulative and will be in addition to all other rights and remedies provided in the other City FH Loan Documents including the HOME FH Regulatory Agreement or provided by law, including any banker's lien and right of offFHet. The exercise of any right or remedy by Beneficiary will not in any way constitute a cure or waiver of default, will not invalidate any act done pursuant to any notice of default, nor will it prejudice Beneficiary in the exercise of any of its rights unless, in the exercise of those rights, Beneficiary collects the total amount of the indebtedness.

4.8. Sale of Property Pursuant to a Foreclosure. In case of a sale pursuant to a foreclosure of this Deed of Trust, the said Property, real, personal or mixed, may be sold as an entirety or in parcels, by one sale or by several sales held at one time or at different times, all as Beneficiary or Trustee, in their unrestricted discretion, may elect, and the Grantor for and on behalf of itself and all persons claiming by, through or under it, waives any and all rights to have the property and estates comprising the Property marshaled upon any foreclosure sale and agrees that upon foreclosure, the Property may be sold as an entirety and not in parcels.

4.9. Restoration of Former Positions. In case Beneficiary shall proceed to enforce any right under this Deed of Trust and the proceedings for enforcement thereof shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Beneficiary, then and in every such case the Beneficiary, the Trustee and the Grantor shall, subject to any determination in such proceedings, severally and respectively be restored to their former positions and rights hereunder, and thereafter all rights and remedies and powers of the Beneficiary and the Trustee shall continue as though no such proceeding had been taken.

4.10. Sale, Transfer, Vacation or Encumbrance of Property Prohibited. So long as any obligation secured hereby remains unpaid, the Grantor covenants and agrees that neither said Property nor any portion thereof nor interest therein shall be sold, conveyed, transferred, encumbered or leased by the Grantor, or any one of them, without the Beneficiary's prior written consent except as provided in the City FH DDA and Loan Agreement. If title to said Property or any portion or interest in said Property shall pass from the Grantor, or any one of them, by deed or otherwise, voluntarily or involuntarily, or if said Property or any portion or interest therein is sold on contract, or if the Property or any portion or interest therein is vacated, or if said Property

or any portion or interest therein is further encumbered or if said Property is leased without the consent of Beneficiary, such change in title or occupancy or further encumbrance or lease shall be deemed to increase the risk of the Beneficiary, and the Beneficiary may declare all sums secured hereby immediately due and payable, or may, at its sole option, consent to such change in title or occupancy and increase the interest rate on the indebtedness hereby secured. In the event Beneficiary accelerates said indebtedness pursuant to the terms of this Section 4.10, Grantor shall pay the outstanding principal balance and all accrued and unpaid interest due under City FH DDA and Loan Agreement. In the event Grantor shall request the consent of Beneficiary in accordance with the provisions of this Section 4.10, Grantor shall deliver a written request to Beneficiary, together with such information as Beneficiary may reasonably request regarding such conveyance, further encumbrance or lease and shall allow Beneficiary thirty (30) days to evaluate such request. Consent as to any one transaction shall not be deemed to be a waiver of the right to require consent to any future or successive transaction. Except as provided in the City FH DDA and Loan Agreement, the execution and delivery by the Grantor of any joint venture agreement, partnership agreement, declaration of trust, option agreement or other instrument wherein any other person or entity may become entitled, directly or indirectly, to the possession or enjoyment of the Property, or the income or other benefits derived or to be derived there from, shall in each case be deemed to be a conveyance or assignment of the Grantor's interest in the Property for the purposes of this Section 4.10, and shall require the prior written consent of the Beneficiary. In the event ownership of the Property or any portion thereof becomes vested in a person or entity other than the Grantor herein named, Beneficiary may, without notice to the Grantor herein named, whether or not Beneficiary has given written consent to such change in ownership, deal with such successor or successors in interest with reference to this Deed of Trust and the obligations secured hereby, in the same manner as with the Grantor herein named, without in any way vitiating or discharging Grantor's liability hereunder or the obligations hereby secured. **[The foregoing notwithstanding, this provision shall not prohibit (i) the transfer by the Grantor's Limited Partner of its interest in the Grantor to an affiliate of the Grantor's Limited Partner or (ii) removal and replacement of the Grantor's General Partner by the Grantor's Limited Partner (or an affiliate thereof) pursuant to the terms of the Grantor's Amended and Restated Limited Partnership Agreement or (iii) any other Permitted Transfer as defined in the City FH DDA and Loan Agreement.]**

4.11. Request for Notice. Grantor hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to it at the address set forth in the first paragraph of this Deed of Trust.

4.12. Waiver of Marshaling Rights. Trustor, for itself and for all parties claiming through or under Trustor, and for all parties who may acquire a lien on or interest in the Property, waives all rights to have the Property or any other property that now or later may be security for the indebtedness evidenced by Note II or any other obligation of Trustor under the City FH Loan Documents marshaled on any foreclosure of this Deed of Trust or on a foreclosure of any other security for any of such obligations. Beneficiary will have the right to sell, and any court in which foreclosure proceedings may be brought will have the right to order a sale of, the Property and any other security property as a whole or in separate parcels, in any order that Beneficiary may designate.

**ARTICLE V
MISCELLANEOUS**

5.1. Governing Law. This Deed of Trust shall be governed, interpreted and enforced in accordance with the laws of the State of California, and jurisdiction and venue for any action connected hereto shall be in Los Angeles County, California.

5.2. Statements by Grantor. Grantor, within ten (10) days after being given notice by mail, will furnish to Beneficiary a written statement stating the unpaid principal of and interest on Note II and any other amounts secured by this Deed of Trust and stating whether any offHET or defense exists against such principal and interest.

5.3. Reconveyance by Trustee. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and Note II to Trustee for cancellation and retention and upon payment by Grantor of the Trustee's fees, Trustee shall reconvey to Grantor, or the person or entity legally entitled thereto, without warranty, any portion of the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto."

5.4. Notices. Whenever Beneficiary, Grantor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by registered or certified mail postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

5.5. Acceptance by Trustee. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

5.6. Captions. The captions or headings at the beginning of each section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

5.7. Limited Partner Notice and Cure Rights. Any notice issued by the Trustee or Beneficiary to the Grantor pursuant to this Deed of Trust shall be accompanied by a duplicate copy directed to the Grantor's Limited Partner at the following address:

Any cure rights given to the Grantor under this Deed of Trust shall be extended on equal terms to the Grantor's Limited Partner. Any curative action offered by the Grantor's Limited Partner on behalf of the Grantor shall be received by the Beneficiary as if it had been performed by the Grantor itself.

5.8. Invalidity of Certain Provisions. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the indebtedness, or if the lien is invalid or unenforceable as to any part of the Property, the unsecured or partially secured portion of the indebtedness shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the indebtedness, and all payments made on the indebtedness, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the indebtedness which is not secured or fully secured by the lien of this Deed of Trust. Further, the invalidity or enforceability of any portion or provision of this Deed of Trust shall in no way affect the validity or enforceability of the remainder hereof.

5.9. Subrogation. To the extent that proceeds of Note II are used to pay any outstanding lien, charge or prior encumbrance against the Property, such proceeds have been or will be advanced by Beneficiary at Grantor's request and Beneficiary shall be subrogated to any and all rights and liens owed by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.

5.10. No Merger. If both the lessor's and lessee's estates under any lease or portion thereof which constitutes a part of the Property shall at any time become vested in one (1) owner, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary as to the separate estates. In addition, upon the foreclosure of the lien created by this Deed of Trust on the Property pursuant to the provisions hereof, any leases or subleases then existing and created by Grantor shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice thereof to such tenant or sub-tenant.

5.11. Subordination of Deed of Trust.

(a) Concurrently with this Deed of Trust, Beneficiary and the Trustor have each executed an instrument entitled "Subordination Agreement" in favor of _____ which affects both this Deed of Trust and deeds of trust securing the VN FH Site Mortgage Note (Prop A/Prop C/CDBG).

(b) Notwithstanding any provision contrary in any City VN Loan Document Beneficiary acknowledges and agree that (i) the Property is or will be subject to a Land Use Restriction Agreement (as defined below), (ii) the recordation of the Land Use Restriction Agreement against the Property is permitted under the terms of the Loan Documents and (iii) the lien of any City VN Loan Document, and the terms and provisions thereof, shall be subordinate to the Land Use Restriction Agreement, regardless of the order of recording of either document. "Land Use Restriction Agreement" means the extended low income housing commitment, regulatory agreement or restrictive covenants executed or to be executed by Trustor setting forth certain terms and conditions under which the Project is to be operated and which shall meet the

requirements of Section 42(h)(6)(B) of the Internal Revenue Code of 1986, as amended. [NOTE:
Include after LIHTC allocation confirmed]

IN WITNESS WHEREOF, Trustor/Grantor/Developer has executed this Deed of Trust as of the day and year first above written.

TRUSTOR:

[El Monte Metro Family Housing, LP,
a California limited liability company]

By: _____

[INSERT JURAT]

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

ATTACHMENT NO. 6

RESERVED

ATTACHMENT NO. 7

FORM OF HOME FH REGULATORY AGREEMENT

ATTACHMENT NO. 8

RESERVED

ATTACHMENT NO. 9

INSURANCE REQUIREMENTS

ATTACHMENT NO. 9

INSURANCE REQUIREMENTS

(El Monte Metro Family Housing, LP)

As established in Section 308 of the Agreement, the Developer shall comply with the following insurance requirements:

(1) All insurance shall be secured from carriers admitted in California, authorized to do business in California, and in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be admitted and approved by the California Department of Insurance, or must be included on the California Department of Insurance List of Eligible Surplus Line Insurers. Carriers must have a minimum rating of or equivalent to A:VIII in A.M. Best's Insurance Guide.

(2) The Developer shall, concurrent with the execution of the Agreement, deliver to the City certificates of insurance with original endorsement(s) evidencing the insurance coverage required by the Agreement. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of the Agreement, but no later than thirty (30) days following execution of the Agreement.

The Developer shall deliver satisfactory evidence of property insurance at such time that such exposures are at risk, but in no event later than the Close of Escrow.

The Developer shall deliver satisfactory evidence of professional liability insurance once the design professionals are hired for the project, or the Developer begins to provide professional services, whichever comes first. (For purpose of these insurance requirements and the indemnity provisions for "design professional(s)" shall include, but not be limited to, the following: architects, structural engineers, civil engineers, geotechnical engineers and environmental consultants.) In the event that a particular design professional has been contracted or has substantially or fully completed their work prior to the execution of the Agreement, the City may waive this requirement.

The aforementioned certificate(s) or evidence of insurance shall be signed by a person authorized by the insurers to bind coverage on its behalf and shall be in form and substance acceptable to the City. The Developer shall provide the City with certificates of insurance and applicable endorsements each year during the term of the Agreement to evidence its annual compliance with the insurance requirements set forth herein. Endorsements shall be issued by the insurance company on the applicable policy form as required by the Agreement. The City reserve the right to require complete certified copies of all policies at any time. The failure of the City to object to the form or substance of any certificate, endorsement or policy shall not relieve the Developer of the responsibility to obtain and maintain at all times the insurance required by the Agreement.

(3) Said insurance shall be in a form acceptable to the City and may provide for such deductible(s) as may be acceptable to the City. Any self-insurance program and self-insured retention must be separately approved by the City. In the event such insurance does provide for deductible(s) or self insurance, the Developer agrees that it and/or the entities with which it contracts, will defend (with counsel acceptable to the City), indemnify and hold harmless the City in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable

policy had been in effect. This indemnity shall survive the expiration or earlier termination of the Agreement.

(4) Each policy shall be endorsed to stipulate, that the City be given at least thirty (30) days written notice in advance of any cancellation for any policy of insurance required herein, excepting ten (10) days written notice for non-payment of premium. The Developer shall give the City immediate notice of any insurance claim or loss which may be covered by insurance.

(5) The Developer represents and warrants that the insurance coverage required herein will be required of the Developer's contracted third parties, including but not limited to, general contractors, subcontractors, architects, engineers and other design professionals. It is the Developer's responsibility to obtain separate written approval from the City to waive this provision for contractual obligations the Developer entered into or fully performed prior to the execution of the Agreement.

(6) All certificates of insurance and additional insured endorsements shall carry the following identifier:

El Monte Metro Family Housing, LP
_____ - _____ Center Street
El Monte, CA 91731

(7) The aforementioned insurance policies shall be primary and non-contributory insurance with respect to the City, except when the Developer executed a contract subject to this clause before the Agreement is executed.

(8) The aforementioned insurance policies shall each contain a waiver of subrogation, for the benefit of the City.

(9) Failure on the part of the Developer and/or any entities with which the Developer contracts, to procure or maintain the insurance coverage required herein may, upon the City's sole discretion, constitute a material breach of the Agreement pursuant to which the City may immediately terminate the Agreement and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the City, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the City shall be immediately repaid by the Developer to the City, upon demand, including interest thereon at the Default Rate. In the event of such a breach, the City shall have the right, at its sole election, to participate in and control any insurance claim adjustment or dispute with the insurance carrier to the extent permitted by the insurance policy form. The Developer's failure to assert or delay in asserting any claim shall not diminish or impair the City's rights against the Developer or the insurance carrier to the extent permitted by the insurance policy form.

(10) The Developer, or any entity with which the Developer contracts, shall name the City as additional insureds on the general liability insurance policy set forth below, then the Additional Insured Endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85. In the alternative and in the City's sole and absolute discretion, it may accept both CG 20 10 10 01 and CG 20 37 10 01, or their equivalents, in place of CG 20 10 11 85. The Developer shall not be required to provide completed operations liability insurance during the development period, which completed operations insurance shall be provided solely by its general contractor and its sub-tier contractors.

(11) The Developer and/or specified entities with which the Developer contracts shall procure and maintain, at their expense, for the duration of the Agreement unless otherwise set forth herein the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with performance under the Agreement:

(a) GENERAL LIABILITY INSURANCE: (written on ISO policy form CG 00 01 or its equivalent) including coverage for bodily injury, personal injury, property damage, and contractual liability with limits of not less than the following:

General Aggregate	\$2,000,000
Products/ Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The City Agencies shall be named as additional insureds on such policy.

(i) Additional Insured Endorsement Form: In addition, the Developer must provide evidence of or a separate Additional Insured Endorsement form, identifying the City as additional insureds with primary and non-contributory coverage for the general liability insurance policy.

(ii) Abuse and Sexual Molestation Endorsement for Minors: If the services provided in relation to the Agreement relate in any way to minors, then this policy shall also include an endorsement for abuse and sexual molestation.

(b) PROPERTY INSURANCE: Based upon the specifics of the El Monte Metro Veteran Housing Project, the City have the right to require the Developer to obtain either "Basic Form" or "Special Form" property insurance as follows:

(i) "Special Form" perils property insurance coverage shall be provided for both Builders Risk (course of construction) and completed operational property. All builders risk insurance shall provide coverage against theft, vandalism, malicious mischief, collapse, false work, temporary buildings on site, theft and vandalism to construction materials, building materials in transit and debris removal including demolition occasioned by enforcement of any applicable building codes. The amount of the property coverage shall at all times meet or exceed the full replacement value of materials supplied or installed by others and all existing structures, improvements and fixtures on the mortgaged property. There shall not be a "co-insurance" clause and the Developer agrees to waive any co-insurance clause to the full extent described in the insurance policy form. If a co-insurance waiver is not commercially available at reasonable rates, the City may waive this requirement. Said insurance shall be maintained for the duration of the Agreement. The City shall be named as loss payees on such policy.

(ii) If "Special Form" is not available from the Developer's underwriters due to market conditions or unreasonable costs, or the City determine "Basic Form" is preferred, "Basic Form" may be obtained in lieu of "Special Form." "Basic Form" insurance coverage shall include, without limitation, insurance against the perils of fire and physical loss of damage including, without duplication of coverage, vandalism, malicious mischief and extended coverage. The amount of the property coverage shall at all times meet or exceed the actual cash value ("ACV") of all existing structures, improvements and fixtures on the Site. Said insurance shall be maintained for the duration

of the Agreement. The City shall be named as loss payee on such policy.

(c) FLOOD INSURANCE: Flood Insurance shall be maintained for any project located in a Special Flood Hazard Area. The flood insurance shall provide coverage in an amount that at all times meets the maximum limit available through the National Flood Insurance Program (NFIP).

(d) AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

(e) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY: Insurance providing workers' compensation benefits, as required by the Labor Code of the State of California. This must include a waiver of subrogation in favor of the City. In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-Policy Limit	\$1,000,000
Disease-Each Employee	\$1,000,000

(f) PROFESSIONAL LIABILITY INSURANCE, (If Applicable) including coverage for bodily injury and property damage in an amount not less than One Million Dollars (\$1,000,000) for each occurrence and general aggregate. Said insurance shall be maintained for the statutory period during which the professional maybe exposed to liability. If the Developer is not providing professional services, then it is the responsibility of the Developer to obtain separate written approval from the City to eliminate this professional liability insurance requirement. The Developer shall require that the aforementioned professional liability insurance coverage language be incorporated into its contract with any other entity with which it contracts for professional services, if required.

(g) POLLUTION LIABILITY INSURANCE, (If Applicable) including coverage for bodily injury, property damages, and environmental damage with limits of not less than the following:

General Aggregate	\$ 2,000,000
Completed Operations	\$ 2,000,000
Each Occurrence	\$ 1,000,000

Said policy shall also include, but not be limited to: coverage for any and all remediation costs, including, but not limited to, restoration costs, and coverage for the removal, repair, handling, and disposal of asbestos and/or lead containing materials where applicable. The City shall be covered as additional insureds on the pollution liability insurance policy. If the general liability insurance policy and/or the pollution liability insurance policy are written on a claims-made form, then said policy or policies shall also comply with all of the following requirements:

(i) The retroactive date must be shown on the policy and must be before the date of the Agreement or the beginning of the work or services that are the subject of the Agreement;

(ii) Insurance must be maintained and evidence of insurance must be provided for the duration of the Agreement or for five (5) years after completion of the work or services that are the subject of the Agreement, whichever is greater;

(iii) If coverage is canceled or non-renewed, and not replaced with another

claims-made policy form with a retroactive date prior to the effective date of the Agreement, then the Developer must purchase an extended period coverage for a minimum of five (5) years after completion of work or services that are the subject of the Agreement;

(iv) A copy of the claims reporting requirements must be submitted to the City for review; and

(v) If the work or services that are the subject of the Agreement involve lead based paint or asbestos identification/remediation, then the Developer's Pollution Liability shall not contain any lead-based paint or asbestos exclusions.

[NOTE: Scope of Pollution Liability Insurance t/b/d]

(h) CRIME INSURANCE, (If Applicable) including coverage against loss of money, securities, inventory or other property, with limits in amounts not less than indicated below:

Employee Dishonesty Coverage	\$500,000
Forgery or Alteration Coverage	\$500,000

The above mentioned insurance provisions shall remain in full force and effect and survive the cancellation, termination, and/or expiration of the Agreement. The Developer further agrees to require any entities with which it contracts to agree to and abide aforementioned insurance requirements in favor of the City.

ATTACHMENT NO. 10

FORM OF CERTIFICATE OF COMPLETION

ATTACHMENT NO. 11

RESERVED

ATTACHMENT NO. 12

RESERVED

02098.00019/1069843v2

2020
CITY OF EL MONTE

AMENDED AND RESTATED
DISPOSITION DEVELOPMENT AND AFFORDABLE RENTAL
HOUSING LOAN AGREEMENT

(El Monte Metro Veteran Housing, LP: EL MONTE METRO VETERAN HOUSING)

THIS 2020 AMENDED AND RESTATED DISPOSITION DEVELOPMENT AND AFFORDABLE RENTAL HOUSING LOAN AGREEMENT: EL MONTE METRO VETERAN HOUSING (the “Agreement”) is dated as of February 4, 2020 for reference purposes only by and between El Monte Metro Veteran Housing, LP, a California limited partnership, or its permitted assignee hereunder (the “Developer”) and the City of El Monte, a municipal corporation (the “City”) and is entered into in light of the facts set forth in the following Recital paragraphs:

RECITALS

A. WHEREAS, there is a very serious shortage of affordable rental housing in California and in Los Angeles County in particular, and the 53 dwelling unit affordable rental housing project (the “Project”) proposed by the Cesar Chavez Foundation, a California nonprofit public benefit corporation (“CCF”) for the El Monte Trolley Station site (the “Project Site”) is intended to contribute to the solution of the state-wide affordable rental housing shortage; and

B. WHEREAS, the CCF proposal for a local contribution to addressing this state-wide challenge includes an innovative 4%/9% “hybrid project” financing program as generally described in the document entitled “HOME Subsidy Layering, Unit Mix and Residual Receipt Payment Analysis – El Monte Metro Apartments,” dated June 11, 2019 (the “Project Layering Analysis”) which is on file with the City Clerk; and

C. WHEREAS, the City Council scheduled a public hearing on June 17, 2019 regarding the Project in order to authorize CCF and its affiliates, El Monte Metro Veteran Housing, LP, and El Monte Metro Family Housing, LP (collectively the “Project Developers”) to prepare and submit applications to the State Tax Credit Allocation Committee (“State TCAC”) for an award of affordable rental housing tax credits to the Project; and

D. WHEREAS, in March 2018 the City entered into a transit oriented development feasibility study agreement with CCF and Magellan Value Partners, LLC, a California limited liability company, and the study area includes certain City-owned lands adjacent to the El Monte Metrolink Station (commuter rail station on the San Bernardino Line) at the intersection of Railroad Street and Center Avenue. As a result of the studies and preliminary design and financing assessments of the City-owned lands adjacent to the El Monte Metrolink Station, the City has:

- adopted City Council Resolution No. 9916, dated October 16, 2018 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA DECLARING THE INTENTION OF THE CITY OF EL MONTE TO REIMBURSE EXPENDITURES FROM THE PROCEEDS OF TAX-EXEMPT AFFORDABLE RENTAL MULTI-FAMILY REVENUE

BONDS AND DIRECTING CERTAIN ACTIONS (STATION SITE PROJECTS: CESAR CHAVEZ FOUNDATION AND MAGELLAN VALUE PARTNERS)

City Council Resolution No. 9916 identified the “Veterans North Project” (referred to herein as the “El Monte Metro Veteran Housing Project”) element of the Project as eligible for tax exempt mortgage revenue bond financing;

- adopted City Council Resolution No. 9917, dated October 16, 2018 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA AUTHORIZING THE EXTENSION OF AN EXCLUSIVE NEGOTIATION AGREEMENT WITH THE STATION SITE HOUSING PROJECT DEVELOPER AND DIRECTING CERTAIN ASSOCIATED PROJECT SUPPORT ACTIONS AND DOCUMENTATION FOR THE L.A. COUNTY COMMUNITY DEVELOPMENT COMMISSIONS NOTICE OF FUNDING AVAILABILITY NO. 24 (CESAR CHAVEZ FOUNDATION AND MAGELLAN VALUE PARTNERS, LLC);
- based upon an award in January 2019 of \$6,750,000 in loan funds and affordable rental housing vouchers to CCF by the Los Angeles County Community Development Authority (“LACDA”) in response to CCF’s October 2018 CCF NOFA-24A proposal, the City Council adopted its Resolution No. 9961, dated April 2, 2019 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA AUTHORIZING THE COMMUNITY DEVELOPMENT COMMISSION/HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES TO ISSUE BONDS OR NOTES IN AN AMOUNT NOT TO EXCEED \$12,500,000 AND MAKE OR ACQUIRE MORTGAGE LOANS TO FINANCE THE DEVELOPMENT OF A MULTIFAMILY RENTAL HOUSING PROJECT APPROXIMATELY LOCATED ON THE NORTHEASTERLY CORNER OF THE INTERSECTION OF VALLEY BOULEVARD AND EL MONTE AVENUE IN THE CITY OF EL MONTE (DEVELOPERS-CESAR CHAVEZ FOUNDATION AND MAGELLAN VALUE PARTNERS);
- prepared environmental impact assessment documents for CEQA/NEPA compliance reviews of the Project (El Monte Metro Veteran Housing Project and El Monte Metro Family Housing Project) and the relocation of the El Monte Trolley Station;
- obtained the approval of the Los Angeles County Metropolitan Transportation Authority (“Metro”) for the repayment of the City Proposition “A” and Proposition “C” Local Return Funds under the Metro Proposition “A” and Proposition “C” Local Return Guidelines (2007 Edition) from certain Residual Receipts payments by the Developer to the City;
- as of May 28, 2019, the Planning Commission approved the design elements, density bonuses and all other City development entitlements for the Project (El

Monte Metro Veteran Housing Project and El Monte Metro Family Housing Project);

- conducted reviews and analysis of the proposed Project financing, as summarized in the review and analysis as set forth in the Project Layering Analysis; and

E. WHEREAS, the Project will be developed on the Project Site, which includes approximately 29,751 square feet of land and is owned by the City, a portion of the Project Site was acquired by the City in 1956, and the remaining area of the Project Site was acquired by the City between 1994 and 1995 using a combination of City CDBG funds, City Proposition “A” and City Proposition “C” Local Return funds along with certain Metro grant funds; and

F. WHEREAS, the Project includes the completion of the final design and construction drawings by the Project Developers for the construction and improvement of fifty-three (53) affordable rental dwelling units on the Project Site as shall be reserved and made available by the Project Developers for low income and very low income persons and households, including veterans of service in the armed forces of the United States, and the Project elements include:

- the El Monte Metro Veteran Housing Project, consisting of 28 dwelling units including one (1) on-site manager unit for the El Monte Metro Veteran Housing Project;
- the El Monte Metro Family Housing Project, consisting of 25 dwelling units including one (1) on-site manager unit for the El Monte Metro Family Housing Project; and

G. WHEREAS, the Developer (an affiliate of CCF) intends to submit an application to the State of California Tax Credit Allocation Committee (“State TCAC”) for an allocation of approximately \$5,000,000 of so-called “4% tax credits” for affordable rental housing development tax credits for the El Monte Metro Veteran Housing Project; and

H. WHEREAS, El Monte Metro Family Housing, LLC, (also an affiliate of CCF) intends to submit an application to State TCAC for an allocation of approximately \$14,000,000 of so-called “9% tax credits” for affordable rental housing development tax credits for the El Monte Metro Veteran Housing Project.

NOW, THEREFORE, THE DEVELOPER AND THE CITY HEREBY AGREE AS FOLLOWS:

100. DEFINITIONS AND EXHIBITS

101. In addition to the definitions of certain words and phrases set forth elsewhere in this Agreement, or in the City VH Loan Documents, the terms which appear below shall have the following meanings:

"Agreement" means this 2020 Amended and Restated Disposition, Development and Affordable Rental Housing Loan Agreement: El Monte Metro Veteran Housing between the Developer and the City.

"Best Knowledge" means the actual knowledge of the employees and agents of the applicable Party who manage the Site, have participated in the preparation of this Agreement or who are knowledgeable about the El Monte Metro Veteran Housing Project, and all documents and materials in the possession of such Party, the application of the tenant and shall not impose a separate duty of investigation with respect to such information of knowledge.

"Bond Trustee" means and refers to the trustee as designated by Los Angeles County under the trust indenture for the Tax Exempt Bonds for the VH Housing Project.

"Certificate of Completion" means the document which evidences the Developer's satisfactory completion of the development of the El Monte Metro Veteran Housing Project, as set forth in Section 409.9 hereof. The general form of the Certificate of Completion is set forth in Attachment No. 10.

"City" means the City of El Monte, California, a California municipal corporation.

"City VH Deeds of Trust" means and refers collectively to each of the two (2) separate deeds of trust, each of which secures a portion of the City Loan. Each City Deed of Trust corresponds to a particular City Note as follows:

- (i) the City VH Deed of Trust (Prop A/Prop C/CDBG) secures VH Site Mortgage Note (Prop A/Prop C/CDBG); and
- (ii) the HOME Deed of Trust secures HOME VH Note.

"City VH Loan" means and refers collectively to the affordable rental housing development financing to be provided to the Developer by the City under the terms of this Agreement, including:

- (i) the VH Site Purchase Mortgage Loan in the original principal amount of One Million One Hundred Seventy Thousand Four Hundred Dollars (\$1,170,400); and
- (ii) the HOME VH Development Project Loan in the original principal amount not to exceed One Hundred Thousand Dollars (\$100,000).

"City VH Loan Documents" means and refers to collectively, this Agreement, each of the City VH Notes and City VH Deeds of Trust, the HOME VH Regulatory Agreement, and the other related City documents.

"City VH Notes" means and refers collectively to the two (2) separate promissory notes, each of which evidences a portion of the City VH Loan:

- (i) the VH Site Mortgage Note (Prop A/Prop C/CDBG); and
- (ii) the HOME VH Note.

"Close of Escrow" and "Closing" means and refers to the date on which title to the VH Site is transferred to the Developer pursuant to the Grant Deed (El Monte Metro Veteran Housing Project). The Close of Escrow shall occur on or before the date indicated in the Schedule of Performance and shall close by the Outside Closing Date as set forth in Section 202.4. The Closing shall be concurrent with the escrow transaction closing as set forth in the Family Housing and Loan Agreement.

"Conditions Precedent" means and refers to the conditions precedent to the conveyance

by the City of the VH Site to the Developer, the origination and initial disbursement of the City VH Loan proceeds to the Developer and the satisfaction of the other requirements for the Close of Escrow, as set forth in Section 204.

"Developer" means and refers to El Monte Metro Veteran Housing, LP, a California limited liability company, and its permitted successors and assigns. The Developer is an affiliate of the Cesar Chavez Foundation, a nonprofit public benefit corporation.

"Escrow" means and refers to the document and funding exchange transaction by and among the Developer, the City and the Escrow Agent for the conveyance of the VH Site and the funding of the VH Housing Project Financing.

"Escrow Agent" means and refers to Commonwealth Land Title Insurance Company, or another title insurance or escrow company mutually acceptable to the Developer and the City.

"Effective Date" means and refers to the day on which all four (4) of the following events have been accomplished:

- (i) this Agreement has been approved by the City Council of the City; and
- (ii) this Agreement has been executed by the officers of the Developer; and
- (iii) this Agreement has been executed by the officers of the City; and
- (iv) the Developer has delivered evidence of insurance in favor of the City as an additional insured satisfactory to the City.

The Effective Date shall be noted by the City Attorney on the signature page of this Agreement.

"Event of Default" means and refers to the failure of a party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and opportunity to cure, as set forth in Section 801 hereof.

"Family Housing and Loan Agreement" means and refers to the affordable rental housing disposition and loan agreement by and between El Monte Metro Family Housing, LP, a California limited partnership (the "El Monte Metro Family Housing Project Developer"), and the City, as approved by the City concurrently herewith, for the acquisition and development of the Family Housing Development by the El Monte Metro Family Housing Project Developer, or another affiliate of the Developer.

"Family Housing Development" means and refers to the twenty-four (24) rental dwelling unit and one (1) on-site manager unit in the multi-family apartment complex to be developed and operated by the El Monte Metro Family Housing Project Developer as provided in the Family Housing and Loan Agreement. A more detailed description of the Family Housing Development is set forth in Attachment No. 2.

"Governmental Requirements" means and refers to all laws, ordinances, statutes, codes, rules, regulations, orders, and decrees of the United States, the state, the County, the City, or any other political subdivision in which the VH Housing Project is located, and of any other political subdivision, agency, or instrumentality exercising jurisdiction over the Developer or the VH Housing Project. The Government Requirements include without limitation the HOME Program Regulations.

“Grant Deed (El Monte Metro Veteran Housing Project)” means and refers to a commercially reasonable grant deed transferring title to the VH Site to the Developer, in form mutually agreeable to both parties and approved by the Title Company.

“Hazardous Materials” means and refers to any substance, material, or waste which is or becomes regulated by any local governmental authority, the County, the State of California, regional governmental authority, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903) or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 *et seq.* Notwithstanding the foregoing, "Hazardous Materials" shall not include such products in quantities as are customarily used in the construction, maintenance, development or management of residential developments or associated buildings and grounds, or typically used in residential activities in a manner typical of other comparable residential developments, or substances commonly ingested by a significant population living within the Housing Project, including without limitation alcohol, aspirin, tobacco and saccharine.

“HOME VH Development Project Loan” or ***“HOME VH Loan”*** means and refers to the development project loan from the City in favor of the Developer as provided in Section 401. The principal balance of the HOME VH Development Project Loan may be adjusted as between the El Monte Metro Veteran Housing Project and the Family Housing Development, provided however, that the aggregate principal amount of the HOME VH Development Project Loan for the two (2) projects combined (e.g. the El Monte Metro Veteran Housing Project and the Family Housing Development) shall not exceed \$2,000,000.

“HOME VH Development Project Loan Deed of Trust” or ***“HOME Deed of Trust”*** means and refers to the security interest to be created by the Developer as the trustor in favor of the City as beneficiary securing the HOME VH Note.

“HOME VH Note” means and refers to the promissory note to be executed by the Developer as the maker, in favor of the City as the holder, to evidence the disbursement of the HOME VH Development Project Loan to the Developer.

"HOME Program Regulations" mean and refer to the provisions of 24 CFR Part 92 as applicable to the VH Housing Project.

"HOME VH Regulatory Agreement" shall mean the affordable rental housing facility regulatory agreement which shall be applicable to the VH Housing Project and which shall be recorded as an encumbrance to the VH Housing Project upon the Close of Escrow.

"Housing Project Accounting Year" means and refers to the tax year accounting period designated by the Developer in its Tax Credit Limited Partnership Agreement.

"Housing Project Escrow Closing VH City Note Allonge" means and refers to the allonge as shall be prepared by the City and attached to each VH City Note by the Escrow Agent at the time of the Closing.

"Housing Units" means and refers to the individual apartment units within the VH Housing Project to be developed and operated by the Developer.

"LACDA" means and refers to the Community Development Authority of the County of Los Angeles.

"LACDA Financing" means and refers to the affordable rental housing development financing in the aggregate amount of \$6,750,00 to be provided by LACDA to the Developer for the VH Housing Project. The proceeds of the LACDA Financing shall be immediately available to the Developer concurrently with the Close of Escrow. Subject to the prior written approval of LACDA, the final principal amount of the LACDA Financing may be allocated by the LACDA in part to the VH Housing Project and in other part to the Family Housing Development in view of the so-called "4%/9% tax credit hybrid financing structure for the El Monte Metro Veteran Housing Project and the Family Housing Development.

"Legal Description" means and refers to the description of the VH Site which is attached hereto as Attachment No. 1, which description will be finalized in accordance with the preparation and filing of the Final Tract Map.

"Lender" means and refers collectively to each of the responsible financial lending institutions or persons or entities approved by the City in its reasonable discretion, which provide construction loans or permanent loans as part of the VH Housing Project Financing for the development of the VH Housing Project including without limitation the Bond Trustee appointed by the Los Angeles County.

"Limited Partner" or "Tax Credit Investor" means, together, Hudson El Monte 4% LP, a Delaware limited partnership, and Hudson SLP-J LLC, a Delaware limited liability company, and their successors and/or assigns.

"Rent" shall mean the total of monthly payments by the tenants of a Housing Unit for use and occupancy for the Housing Unit and facilities associated therewith, including a reasonable allowance for utilities for an adequate level of service, as defined in 25 California Code of Regulations Section 6918.

"Residual Receipts" mean and refer to the portion of the annual cash income of the VH

Housing Project as more particularly described in each of the City VH Notes.

"Schedule of Performance" means and refers to that certain Schedule of Performance set forth as Attachment No. 3 which specifies the timing and sequencing for the design, construction and improvement of the VH Housing Project and performing the various other obligations of this Agreement. The Schedule of Performance may be modified or amended by mutual agreement of the Parties in writing as provided in Section 314.3.

"Site" means that certain real property located near the north easterly corner of the intersection of Center Street and Valley Boulevard. The Site is more particularly described in the Legal Description and depicted on the Site Map.

"State TCAC" means and refers to the State of California Tax Credit Allocation Committee.

"Tax Credit Limited Partnership" means and refers to a California limited partnership to be formed by the Developer, of which the Developer shall be the managing general partner, and which shall admit at or prior to Closing one or more tax credit investor limited partners.

"Tax Credit Limited Partnership Agreement" means and refers to the amended and restated limited partnership agreement by and between the Developer and its tax credit investor limited partners. The final form of the Tax Credit Limited Partnership Agreement shall be subject to the reasonable written approval of the City prior to the Close of Escrow.

"Tax Credit Regulatory Agreement" means and refers to the regulatory agreement which may be required to be recorded against the Site and the VH Housing Project with respect to the allocation of Tax Credits to the VH Housing Project by State TCAC.

"Title Policy" means and refers to the policy of title insurance to be issued to the Developer as set forth in Section 203.

"Trolley Station Relocation Agreement" means and refers to the license agreement by and between the Developer and the City for the design, construction and installation of a temporary City of El Monte trolley station public mass transit facility on lands owned by the City near the Site on the west side of Center Avenue as stated in the Planning Commission Resolution No. 3544 Conditions of Approval Numbers 74 to 81 (Temporary Relocation of the El Monte Transit Station (Trolley Station)) (the **"Trolley Station Work"**). The Trolley Station Relocation Agreement shall be substantially in the form attached as Attachment No. 13.

"VH Housing Project" or **"El Monte Metro Veteran Housing Project"** means and refers to the twenty-seven (27) rental dwelling unit and one on-site manager unit multifamily apartment complex to be developed and operated by the Developer as provided herein.

"VH Housing Project Financing" means and refers collectively to the VH Tax Exempt Bond financing, the LACDA Financing, the other Lender Financing and the City VH Loan.

"VH Site Mortgage Note (Prop A/Prop C/CDBG)" means and refers to the purchase money mortgage note of the Developer in favor of the City.

“VH Site Mortgage Note Deed of Trust (Prop A/Prop C/CDBG)” means and refers to the purchase money mortgage note deed of trust in favor of the City which secures the payment of the VH Site Mortgage Note (Prop “A”/Prop “C”/CDBG).

“VH Site Purchase Mortgage Loan” means and refers to the purchase money mortgage which the City shall provide to the Developer at the Close of Escrow to pay the Purchase Price for the Site. The original principal amount of the VH Site Purchase Mortgage Loan shall be equal to the balance of the Purchase Price amount payable by the Developer to the City for the acquisition of the Site at the Close of Escrow. The VH Site Purchase Mortgage Loan shall be evidenced by the VH Site Mortgage Note (Prop A/Prop C/CDBG) in the original principal amount of One Million One Hundred Seventy Thousand Four Hundred Dollars (\$1,170,400).

“VH Tax Exempt Bonds” means and refers to the tax exempt multi-family mortgage revenue bonds to be issued by Los Angeles County in a maximum principal amount not to exceed \$10,000,000. The proceeds of the VH Tax Exempt Bonds shall be immediately available to the Developer concurrently with the Close of Escrow. The VH Tax Exempt Bonds may be issued by Los Angeles County in one or more series, and one or more series of such bonds may be issued as taxable bonds of the LACDA.

102. List of Attachments

The following is an identification of the various attachments which are referenced in other sections of this Agreement. Each such attachment is hereby incorporated into the text of this Agreement by this reference:

Attachment No. 1	Site Legal Description
Attachment No. 2	[No Text -- Intentionally Omitted]
Attachment No. 3	Schedule of Performance
Attachment No. 4	Form of City VH Note
Attachment No. 5	Form of City VH Deed of Trust
Attachment No. 6	[No Text -- Intentionally Omitted]
Attachment No. 7	Form of HOME VH Regulatory Agreement
Attachment No. 8	[No Text - Intentionally Omitted]
Attachment No. 9	Insurance Requirements
Attachment No. 10	Form of Certificate of Completion
Attachment No. 11	[No Text -- Intentionally Omitted]
Attachment No. 12	[No Text -- Intentionally Omitted]

Attachment No. 13 Form of El Monte Trolley Station Temporary Relocation
Construction Agreement and License

103. Site Assembly History and Sources of Funding of VH City Loan.

103.1 The Site was originally assembled and acquired by the City between approximately 1956 and 1996. The City owns and controls the Site as of the Effective Date of this Agreement. The sources of funds which the City used to acquire the Site were obtained from: (i) the City general fund; (ii) Community Development Block Grant funds allocated to the City by the United States Secretary of Housing and Urban Development; (iii) Proposition A Local Return Sales Tax Public Transportation Funds allocated to the City by the Los Angeles County Metropolitan Transportation Authority; and (iv) Proposition C Local Return Sales Tax Public Transportation Funds allocated to the City by the Los Angeles County Metropolitan Transportation Authority.

103.2 The sources of the City funds which the City shall use to originate the City VH Loan to the Developer are: (A) the VH Site Purchase Mortgage Loan for the payment by the Developer of a portion of the Purchase Price to the City for the conveyance of the Site to the Developer; (B) the VH Site Capital Fee Loan, and (C) City HOME Program funds for City Fiscal Years 2016-17, 2017-18 and 2018-19.

103.3 Within ninety (90) days following the Effective Date the City shall complete its application to the Los Angeles County Metropolitan Transportation Authority ("Metro") to obtain the written acknowledgment of Metro that the public mass transit use restriction affecting a portion of the Site shall be released and of no further force or effect with respect to the Site as provided in accordance with Part IV Section H of the Proposition "A"/Proposition "C" Local Return Guidelines of the Los Angeles County Metropolitan Transportation Authority 2007 Edition. Subject to the Close of the Escrow, the Developer hereby consents to the City granting a collateral assignment of the VH Site Mortgage Note (Prop A/Prop C) to Metro in consideration for the City's reimbursement of its Proposition A and Proposition C Local Return obligations with respect to a portion of the Site which arises under Part IV Section H of the Proposition "A"/Proposition "C" Local Return Guidelines (2007 Edition).

103.4 The amount of the portion of the Purchase Price for the Site as shall be evidenced by the VH Site Mortgage Note shall be allocated by the City to reimburse the City Proposition A and Proposition C Local Return funds, City CDBG Program Insurance account and City general fund based upon the percentage of the land area of the Site which was originally acquired by the City using Proposition A and Proposition C Local Return funds and the percentage of the land area of the Site which was originally acquired by the City using City funds from other non-Metro sources of City money.

103.5 The sole sources of the funds of the City which shall use or make available by the City to originate the City VH Loan at the Close of Escrow shall be:

- (i) the VH Site Purchase Mortgage Loan; and
- (ii) subject to the final acceptance of the City's Request for Release of Funds by HUD under the applicable HOME Program regulations and confirmation by the City that all other sources of Developer funds for the acquisition, construction and improvement of the El

Monte Metro Veteran Housing Project and the Family Housing Development are available to the Developer at the Close of Escrow, the available HOME Program funds of the City in a principal amount not to exceed \$100,000.

No other source of funds is available to the City to originate the City VH Loan and accordingly, the City VH Loan is a special and limited fund obligation of the City and the proceeds of the City VH Loan shall be payable to the Developer solely from the City funds identified in this Section 103.

104. Term. The term of this Agreement (“Term”) shall commence on the Effective Date and remain in effect until the later date of Fifty Seven (57) years after the Close of Escrow or payment in full by the Developer of all principal and accrued interest under the City VH Loan; provided, however, that the provisions of Section 510 of this Agreement shall apply in perpetuity.

Notwithstanding any provision of the foregoing paragraph, the term of the HOME VH Regulatory Agreement shall be as set forth in the HOME VH Regulatory Agreement, and the payment in full of the City VH Loan shall not alter or effect the term or effectiveness of the HOME VH Regulatory Agreement.

105. Memorandum of DDA. If requested by either party, Developer and the City shall each execute a form of memorandum of this Agreement in mutually acceptable, recordable form and deliver it to the Title Company for recordation within thirty (30) days following the Developer’s State TCAC application submittal.

200. SALE OF THE SITE TO DEVELOPER

201. Agreement to Purchase and Sell; Purchase Price.

201.1 The Developer agrees to purchase the Site from the City, and the City agrees to sell the Site to the Developer, in accordance with and subject to all of the terms, covenants, and conditions of this Agreement, for the sum of One Million Six Hundred Ten Thousand Four Hundred Dollars (\$1,610,400) (the “Purchase Price”).

201.2 Purchase Price amount shall be payable by the Developer to the City as in two (2) installments, with the first installment payable as the “Independent Consideration” amount paid by the Developer to the City under Section 201.3, and the unpaid balance of the Purchase Price to be paid partially in immediately available funds and the remainder evidenced by the VH Site Mortgage Note (Prop A/Prop C/CDBG) to be delivered to the City at the Close of Escrow.

201.3 Notwithstanding any other provisions set forth in this Agreement, Five Hundred Dollars (\$500) of the Purchase Price shall be payable to the City outside of the Escrow within thirty (30) days following the Effective Date and shall be non-refundable to the Developer at all times prior to the Close of the Escrow as full payment and independent consideration for the execution of this Agreement by the City (the “Independent Consideration”). At the Close of Escrow, the Independent Consideration shall be credited to the original principal balance of the VH Site Mortgage Note (Prop A/Prop C/CDBG).

201.4 The balance of the Purchase Price, less the Independent Consideration, shall be payable to the City at the Close of Escrow as follows:

- (i) \$440,000 in immediately available funds; and
- (ii) delivery of the VH Site Mortgage Note to the City in the amount of \$1,170,400.

202. Escrow. Within the time set forth in the Schedule of Performance, the Parties shall open escrow (the “Escrow”) with Commonwealth Land Title Insurance Company in its Los Angeles office, attention Cheryl Greer, or with another escrow company mutually satisfactory to both Parties (the “Escrow Agent”) for the conveyance of the Site to the Developer and the funding of the City VH Loan. The Escrow Agent shall also serve as the escrow holder for the parties under the terms of the Family Housing and Loan Agreement.

202.1 Costs of Escrow. The Developer shall pay the premium for the Title Policy including the cost of the title insurance coverage in favor of the City as the lender under the City VH Loan as set forth in Section 203 and the documentary transfer taxes due with respect to the conveyance of the Site, and all of the other usual fees, charges, and costs which arise from Escrow.

202.2 Escrow Instructions. This Agreement constitutes the joint escrow instructions of the Developer and the City, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The Parties hereto agree to execute and deliver such documents (in recordable form as required), pay or deposit such funds, do all such acts consistent with their respective obligations hereunder as may be reasonably necessary subject to the satisfaction of the applicable conditions of the Parties to close the Escrow in the shortest possible time and in any event on or before the date set forth in the Schedule of Performance. All funds received in the Escrow shall remain the property of the Party who delivers such funds to Escrow until such funds are released by the Escrow Agent in accordance with the written order and instruction of the Party who has provided such funds to Escrow. If in the opinion of Escrow Agent or either Party, it is necessary or convenient in order to accomplish the Closing of the Escrow, such Party may require that the Parties sign supplemental escrow instructions including without limitation supplemental escrow instruction for the coordination of the Close of Escrow with the escrow transaction under the Family Housing and Loan Agreement and/or the issuance of the VH Tax Exempt Bonds by the LACDA and/or as may be required by Developer’s tax credit investor or other Lenders; provided that if there is any inconsistency between this Agreement and the supplemental escrow instructions, then the provisions of this Agreement shall control. The Parties agree to execute such other and further documents as may be reasonably necessary, helpful or appropriate to effectuate the provisions of this Agreement. The Escrow Agent is instructed to release City’s and the Developer’s escrow closing statements to both Parties.

202.3 Authority of Escrow Agent. Escrow Agent is authorized to, and shall:

202.3.1 Pay and charge the Developer for the premium of the Title Policy and any endorsements thereto as set forth in Section 203, the documentary transfer tax, and any amount necessary to insure title to the Site in the Condition of Title provided for in Section 203 of this Agreement.

202.3.2 Pay and charge the City and the Developer for their respective shares of any other escrow fees, charges, and costs payable in accordance with Section 202.1 of this Agreement.

202.3.3 Disburse funds held by the Escrow Agent and deliver and record the Grant Deed (El Monte Metro Veteran Housing Project) when both the Developer’s Conditions
HOME VH Loan

Precedent and the City's Conditions Precedent have been fulfilled or waived in writing by the benefited Party or Parties.

202.3.4 Record the applicable City Loan Documents and the other applicable El Monte Metro Veteran Housing Project Financing Documents from the Bond Trustee and applicable Lenders and deliver the executed City VH Notes to the City.

202.3.5 Do such other actions as necessary, including, without limitation, obtaining the Title Policy, to fulfill its obligations set forth in this Agreement and to close the transactions contemplated hereby.

202.3.6 Direct the City and the Developer to execute and deliver any instrument, affidavit, and statement, and to perform any act reasonably necessary to comply with the provisions of FIRPTA and any similar state act and regulation promulgated thereunder. The City agrees to execute a Certificate of Non-Foreign Status by individual transferor and/or a Certification of Compliance with Real Estate Reporting Requirement of the 1986 Tax Reform Act as may be required by Escrow Agent, on the form to be supplied by Escrow Agent.

202.3.7 Prepare and file with all appropriate governmental or taxing authorities a uniform settlement statement, closing statement, tax withholding forms including an IRS 1099-S form, and be responsible for withholding taxes, if any such forms are provided for or required by law.

202.4 Closing. The conveyance of the Site, the equity contributions of the Developer and the funding of the VH Housing Project Financing from the Bond Trustee and other Lenders shall be accomplished at the Close of the Escrow (the "Closing") within thirty (30) business days after both the Developer and the City have confirmed the satisfaction (or written waiver, as the case may be) of all of the City's and Developer's Conditions Precedent to Closing as set forth in Section 205 hereof, and in no event shall the Closing occur later than February 28, 2020 (the "Outside Closing Date") unless otherwise agreed in writing by the Parties; provided further, that in the event the Developer's initial tax credit application is not approved by State TCAC, that the Outside Closing Date will be extended to a date mutually agreed upon by the Parties in writing to permit Developer to submit to the first and second competitive application funding rounds in 2020 as established by State TCAC; provided further however, that if the Outside Closing Date may be mutually extended, the City shall have no duty or obligation to provide the HOME VH Loan at the Closing after February 28, 2020, except as may be approved by the City in its sole discretion. The words "Closing" and "Close of Escrow" shall mean the date on which both the Grant Deed (El Monte Metro Veteran Housing Project) and the Grant Deed (Family Housing Development) are recorded by the County Recorder. The words "Closing Date" shall mean the day on which the Closing occurs.

202.5 Closing Procedure. Escrow Agent shall close the Escrow for the Site and the VH Housing Project Financing, including the City VH Loan concurrently with the close of the Family Housing Development escrow as set forth in the Family Housing Development Agreement as follows (provided, however, that the following is not intended to establish an order of priority).

202.5.1 Deliver and record the Grant Deed (El Monte Metro Veteran Housing Project) and the HOME VH Regulatory Agreement.

202.5.2 Deliver and record the applicable VH Housing Project Financing Documents of the Bond Trustee and the other Lenders.

202.5.3 Record the City VH Deeds of Trust.

202.5.4 Instruct the Title Company to deliver the Title Policy to the Developer, the Bond Trustee and each of the Lenders' policies of title insurance to the Bond Trustee and the other applicable Lenders in the VH Housing Project Financing.

202.5.5 Coordinate with the applicable parties for the closing of the escrow under the Family Housing and Loan Agreement concurrently with the Close of Escrow.

202.5.6 File any informational reports required by the Internal Revenue Code and any other applicable requirements.

202.5.7 Deliver the FIRPTA Certificate, if any, to the Developer.

202.5.8 Forward to the Developer, the City and each applicable Lender a separate accounting of all funds credited to the Escrow or received and disbursed for the account of such a party, together with copies of all executed and recorded or filed documents deposited into Escrow, with such recording and filing date and information endorsed thereon.

202.6 Review of Title. Within the time set forth in the Schedule of Performance, the City shall cause Commonwealth Land Title Insurance Company or another title company mutually agreeable to both parties (the "Title Company"), to deliver to the Developer a preliminary title report or reports (collectively, the "Title Report") with respect to the title to the Site, together with legible copies of the documents underlying the title exceptions ("Exceptions") set forth in the Title Report. The Developer shall have the right to approve or disapprove the Exceptions in its sole discretion. The Developer shall also have the right to obtain an ALTA survey of the Site (the "Survey") so long as the Developer orders such Survey within fifteen (15) days after its receipt of both the Title Report and all documents underlying the Exceptions. The Developer shall have thirty (30) days from the later of the date of its receipt of (a) the Title Report and all Exceptions or (b) the Survey to give written notice to the City and Escrow Agent of the Developer's approval or disapproval of any of Exceptions set forth in the Title Report or shown on the Survey. Developer's failure to provide notice of its approval of the condition of title of the Site within such time limit shall be deemed disapproval of the same. If the Developer delivers notice to the City of its disapproval or if there is deemed disapproval of any Exceptions in the Title Report or shown on the Survey, the City shall attempt to remove such disapproved Exceptions or provide assurances reasonably satisfactory to the Developer that such Exception(s) will be removed on or before the Closing. If the City notifies the Developer that the City cannot remove any of the disapproved Exceptions, within twenty (20) business days of its receipt of such notice from the City the Developer shall either give the City written notice that the Developer elects to proceed with the purchase of the Site, subject to its acceptance of the disapproved Exceptions, or the Developer may give the City written notice that the Developer elects to terminate this Agreement. The Developer's failure to provide such notice shall be deemed Developer's election to terminate this Agreement. Fee simple title subject only to the Exceptions to title approved by the Developer as provided herein, shall hereinafter be referred to as the "Condition of Title." The Developer shall have the right to approve or disapprove any further Exceptions reported by the Title Company or the surveyor after the Developer has approved the Condition of Title for the Site as set forth in the preceding subsections of this Section 202.6, provided however that any such further Exception which is not identified in the initial version of the Title Report shall not have been created by the Developer. The City shall not voluntarily create or knowingly permit any new exceptions to title on the Site following the Effective Date of this Agreement without Developer's prior written approval.

202.7 Recordation of Final Tract Map. The Cesar Chavez Foundation, a nonprofit public benefit corporation and the predecessor in interest of the Developer has received the approval of Tentative Tract Map No. 82656 pursuant to Planning Commission Resolution No. 3544, which consolidates six existing parcels into one and subdivides the VH Housing Project and the Family Housing Development for condominium purposes with shared off-street parking and common open spaces. Developer, the El Monte Metro Family Housing Project Developer and the City shall use commercially reasonable efforts to process and obtain final approval by the City of a Final Tract Map for the Project as provided in Planning Commission Resolution No. 3544 (the “Final Tract Map”). In consultation with the Developer, the El Monte Metro Family Housing Project Developer and the City, the Escrow Holder shall coordinate the recordation of the Final Tract Map and the recordation of any other instruments associated with the recordation of Final Tract Map. All costs and expenses associated with the recordation of the Final Tract Map shall be payable by the Developer and/or the El Monte Metro Family Housing Project Developer, as applicable. The recordation of the Final Tract Map as set forth in this Section 202.7 shall be a condition to closing and is only waivable by the Developer and the El Monte Metro Family Housing Project Developer.

203. Title Insurance.

203.1 Title Insurance for the Developer. Concurrently with recordation of the Grant Deed (El Monte Metro Veteran Housing Project) conveying title to the Site to the Developer, the Title Company shall issue to the Developer, at the Developer’s election, a CLTA or ALTA owner’s policy of title insurance (the “Title Policy”), together with such endorsements as are reasonably requested by the Developer, insuring that the title to the conveyed Site is vested in the Developer in the Condition of Title approved by the Developer as provided in Section 202.5 of this Agreement. The Title Company shall provide the City with a copy of the Title Policy. The Developer shall pay the premium for the Title Policy and any endorsements thereto, and the Developer shall pay the cost of any Survey.

203.2 Title Insurance for Lenders Under the VH Housing Project Financing. At the Closing, the Title Company shall also issue lender’s policies of title insurance in accordance with the written instruction of the Bond Trustee and each Lender under the applicable element of the VH Housing Project Financing corresponding to such Lender, including the City. The City shall have no responsibility to pay for the cost of any such Lender’s policy of title insurance.

204. Conditions of Closing. The Closing of the conveyance of the Site and the funding of the City VH Loan is conditioned upon the satisfaction (or written waiver by the benefited Party or Parties in the sole and absolute discretion reserved to each of them) of the following terms and conditions within the times designated below.

204.1 City’s Conditions of Closing. The City’s obligation to proceed with the Closing of the Conveyance of the Site and the funding of the City VH Loan is subject to the fulfillment or waiver by City of each and all of the conditions precedent described in this Section 204.1 (the “City’s Conditions Precedent”), which are solely for the benefit of the City, and which shall be fulfilled or waived by the time periods provided for herein (provided, however, that if the reason for the failure of any of the following conditions is due to a City default, such failure shall not be deemed to constitute the failure of the City’s Conditions Precedent).

204.1.1 At the Closing, the Developer shall not be in material default in any of its obligations set forth in this Agreement and all representations and warranties of Developer contained in this Agreement shall be true and correct in all material respects.

204.1.2 The Developer shall have executed the City VH Loan Documents, including the HOME VH Regulatory Agreement and any other document required by the City to be executed by the Developer and the Developer shall have delivered all such documents into Escrow.

204.1.3 Prior to the Close of Escrow, the Developer shall have deposited into Escrow the Escrow closing costs and other funds which may be the Developer's responsibility to provide.

204.1.4 Developer shall have obtained ministerial approval from the City for the issuance of building permits required to commence the construction of both the El Monte Metro Veteran Housing Project and the Family Housing Development subject only to payment to the City of the cost of issuance of such building permits.

204.1.5 All of the Development Project Approvals as set forth in Section 301 remain in full force and effect.

204.1.6 [RESERVED – NO TEXT]

204.1.7 The Developer shall have provided proof of insurance to the City as required by Section 308.

204.1.8 The Developer shall have provided to the City proof of financing for the El Monte Metro Veteran Housing Project, and all of the documentation evidencing the El Monte Metro Veteran Housing Project Financing for the Bond Trustee and each of the other Lenders shall have been fully executed by the Developer, the Bond Trustee and the applicable Lender.

204.1.9 Receipt by the City from the Developer of such other documents, certifications and authorizations as are reasonably required by City, in form and substance satisfactory to City, evidencing that:

- (i) this Agreement and the other City VH Loan Documents are duly and validly executed by the Developer and constitute the valid and enforceable obligation of the Developer pursuant to their respective terms; and
- (ii) execution and delivery of the City VH Loan Documents, and the performances thereunder by the Developer, will not breach or violate any applicable law or governmental regulation nor constitute a default under any instrument or agreement to which the Developer is a party and if requested by City;
- (iii) an opinion of legal counsel to the Developer in a customary form reasonably acceptable to City opining as to the issues described in this subsection and such other matters as required by the City in its capacity as lender.

204.1.10 The Title Company shall have assured the City in writing that upon recordation of the City VH Deeds of Trust, the HOME VH Regulatory Agreement and other

applicable City VH Loan Documents, there will be provided to the City, at the sole expense of the Developer, an ALTA Loan Extended Coverage Policy (“Title Policy”), with endorsements required by the City issued by the Title Company in the amount of the City VH Loan, insuring the interest of the City in the Site and the mortgaged property as beneficiary under each of the City VH Deeds of Trust, and specifically insuring that the lien of each of the City VH Deeds of Trust against the Site and the mortgaged property is subject only to the lien of the Bond Trustee and any other exceptions to title applicable to the Site and the mortgaged property which shall arise upon the Closing and which have been expressly approved in writing by City as part of the VH Housing Project Financing (collectively with the lien of the Bond Trustee, the “Permitted Encumbrances”).

204.1.11 No uncured event of default shall exist under any other VH Housing Project Financing document or agreement between the Developer and the entity proposing to provide other VH Housing Project Financing.

204.1.12 The Developer has demonstrated to the reasonable satisfaction of the City that all construction and permanent financing sources for development and operation of the VH Housing Project, including but not limited to equity from the Tax Credit Limited Partnership’s investor limited partner, are or will be available to the Developer at and after the Closing in sufficient amounts to provide for full and timely completion and ongoing operation of the VH Housing Project.

204.1.13 The Developer shall have furnished the City and obtained the City’s approval of all soils, geologic reports and other development related reports existing with respect to the Site. The consultants preparing such reports shall all be duly licensed to perform such work in the State of California and carry professional errors and omissions acceptable to City unless such insurance coverage for one or more consultants is specifically waived by the City. The Developer hereby acknowledges that City’s review and approval of such reports and of any other contract, document or other matter under this Agreement is solely for the benefit of City, and should not be relied upon as any assurance or warranty of the correctness, adequacy or appropriateness of any such matter.

204.1.14 The Developer shall have provided to the City, in form reasonably satisfactory to the City, copies of:

- (i) the Tax Credit Limited Partnership Agreement together with a certification by the managing general partner that such agreement or articles and bylaws has not been amended or modified except as described in the certification;
- (ii) a good standing certificate from the California Secretary of State, certifying that the Developer is duly qualified and in good standing;
- (iii) all other documents reasonably necessary to evidence to the City’s reasonable satisfaction that the individuals and entities executing this Agreement and the other City VH Loan Documents are fully authorized to do so and to bind such entities, including the Developer, to the terms of the applicable agreements, including this Agreement; and
- (iv) if the Developer is managed or operated by a corporate,

limited liability or partnership entity then such entity shall provide the same information and evidence.

204.1.15 If applicable, the Developer shall have obtained the City's written approval of a multi-party construction disbursement agreement for the VH Housing Project Financing, including the disbursement of the proceeds of the HOME VH Development Project Loan, together with appropriate supplemental instruction to Escrow Holder specifying the applicable payees and uses of loan proceeds when disbursed by Escrow Holder at the Closing for the account of Developer pursuant to this Agreement.

204.1.16 The Developer shall have furnished the City and obtained the approval of each of the Bond Trustee and other Lenders and the City to the final construction budget for the El Monte Metro Veteran Housing Project in a format reasonably acceptable to the Bond Trustee, the other Lenders and the City.

204.1.17 The Developer shall have furnished the City and obtained the City's approval of an operating budget and management plan for the VH Housing Project. Such management plan shall include a preliminary operating budget and identify each operations reserve for the VH Housing Project, including the initial funded balance of each such reserve fund, in a format reasonably satisfactory to the City. In the event the preliminary operating budget is proposed for material revision following the Close of Escrow, any such revision must be submitted to City no later than ninety (90) days prior to occupancy of the VH Housing Project and shall be approved by the City at its reasonable discretion.

204.1.18 The City shall have confirmed that the legal opinion of the City Attorney dated October 18, 2018 addressed to the LACDA regarding compliance by the City with State Constitution Article XXXIV is also applicable to the final structure of the financing for the VH Housing Project at the time of the Close of Escrow.

204.1.19 [Reserved – NO TEXT]

204.1.20 The Developer shall be ready to commence construction of the El Monte Metro Veteran Housing Project and the El Monte Metro Family Housing Project Developer shall be ready to commence construction of the Family Housing Development promptly following the Close of Escrow, and the Developer shall have furnished the City with copies of:

- (i) a contract for the VH Housing Project improvement ("Construction Contract") entered into with the General Contractor (as defined in Section 305 below);
- (ii) a payment bond with respect to the VH Housing Project as produced by the General Contractor which is in the amount of the contract price identified in the Construction Contract, is issued by a surety reasonably acceptable to the City, is in form and content reasonably approved by the City and names the City as an additional obligee; and
- (iii) a performance bond for one hundred percent (100%) of the contract price, guaranteeing the completion of the VH Housing Project development which is in form and content reasonably approved by the City, is issued by a surety

acceptable to the City, and names the City as an additional obligee.

204.1.21 The escrow transaction set forth in the Family Housing and Loan Agreement shall be in a condition to close and shall close concurrently with the Escrow.

204.2 Developer's Conditions of Closing. Developer's obligation to proceed with the purchase of the Site from the City and initiate and complete the construction of the VH Housing Project is subject to the fulfillment or waiver by Developer of each and all of the conditions precedent 204.2.1 through 204.2.9, inclusive, described below (the "Developer's Conditions Precedent"), which are solely for the benefit of Developer, and which shall be fulfilled or waived by the time periods provided for herein (provided, however, that if the reason for the failure of any of the following conditions is due to a Developer Default, such failure shall not be deemed to constitute the failure of the Developer's Conditions Precedent).

204.2.1 At the Closing, the City shall not be in material default in any of its obligations set forth in this Agreement and all representations and warranties of City contained herein and in the Family Housing and Loan Agreement shall be true and correct in all material respects.

204.2.2 The City shall have executed the Grant Deed (El Monte Metro Veteran Housing Project), the HOME VH Regulatory Agreement and the other City VH Loan Documents which are also required to be executed by the City and the City shall have delivered such documents into Escrow.

204.2.3 The Title Company shall have unconditionally committed to issue the Title Policy to the Developer, and the applicable policies of lenders' title insurance in favor of the Bond Trustee, the City and each of the other Lenders providing the El Monte Metro Veteran Housing Project Financing, as provided in Section 203.

204.2.4 Developer shall have obtained all of the Ministerial Building Permits from the City as required for the initiation of construction of the VH Housing Project subject only to the payment by the Developer to the City for the cost of issuance of such permits at the Close of Escrow.

204.2.5 All of the Development Project Approvals as set forth in Section 301 remain in full force and effect.

204.2.6 Developer shall not have elected to terminate this Agreement due to an adverse and unresolved environmental condition of the Site as set forth in Section 205.

204.2.7 The El Monte Metro Veteran Housing Project Financing and Developer and/or tax credit partnership equity secured to pay for the cost of construction and permanent financing is required for the development of the VH Housing Project shall be committed to the Developer, subject to conditions set forth in the applicable loan documents and the Tax Credit Limited Partnership Agreement, and such financing shall be ready to close upon the Closing.

204.2.8 The Developer shall have obtained the insurance as required by Section 308.

204.2.9 The escrow transaction set forth in the Family Housing and Loan Agreement shall close concurrently with the Escrow.

205. Physical and Environmental Condition of the Site.

205.1 AS-IS Condition; Exceptions. Except as set forth herein, the Site shall be conveyed to the Developer by the City in an “AS IS/WHERE IS/SUBJECT TO ALL FAULTS” physical and environmental condition, with no warranty, express or implied, by the City as to the condition of any existing improvements, the soil, its geology, the presence of known or unknown faults or Hazardous Materials or toxic substances, and it shall be the sole responsibility of the Developer at its expense to investigate and determine the physical and environmental condition of the Site prior to the Closing of Escrow. If the physical or environmental condition is not in all respects entirely suitable for the use or uses to which the Site will be put, the Developer may terminate this Agreement prior to the Close of Escrow whereupon the parties shall be mutually released from all further liability. If the Developer approves the physical and environmental condition of the Site and accepts the conveyance of the Site, then it shall be the sole responsibility and obligation of the Developer to take such action as may be necessary to place the physical and environmental conditions of the Site in a condition entirely suitable for the purposes of the residential use and occupancy of the Site as proposed by the Developer under this Agreement.

205.2 Physical and Environmental Investigations and Testing of Site. The Developer and its agents, employees, contractors, consultants, prospective financial partners and representatives (including without limitations Developer’s environmental consultants (each an “Environmental Consultant”)) shall have the right at any time prior to the time of the Close of Escrow as the Developer deems necessary, including but not limited to tests, topographical surveys, ALTA surveys, appraisals, studies, invasive testing, geotechnical testing, and any “Phase I” and/or “Phase II” investigation of the Site. The Developer shall promptly provide the City with a copy of all reports and test results prepared by an Environmental Consultant (collectively, the “Environmental Report”). The Developer shall investigate and approve or disapprove the physical and environmental condition of the Site within the time set forth in the Schedule of Performance, and shall have the further right to review and approve any subsequent changes in the environmental condition of the Site after Developer’s initial approval. The Developer’s failure to obtain the appropriate Environmental Reports and/or to deliver written notice to the City of its disapproval of the condition of the Site within one hundred twenty (120) days following the Effective Date shall be deemed approval by the Developer of the physical and environmental condition of the Site. If Developer delivers written notice to the City of its disapproval of the Site for any reason, this Agreement shall terminate and the Parties shall have no further obligations hereunder except as explicitly provided in this Agreement.

205.3 Environmental Release of City. Subject to the Closing, the Developer for itself and for its successors and assigns hereby waives, releases and discharges forever the City, and its employees, officers, agents and representatives, from all present and future claims, demands, suits, legal and administrative proceedings and from all liability for damages, losses, costs, liabilities, fees and expenses, present and future, arising out of or in any way connected with the physical and environmental condition of the Site, any Hazardous Materials on or under the Site, or the existence of Hazardous Materials contamination due to the generation of Hazardous Materials from the Site, however such Hazardous Materials may have come to be placed there, except that arising out of the negligence or misconduct of the City or its respective employees, officers, agents or representatives. An acknowledgement of this waiver, release and discharge of the City by the Developer shall be included in the text of the Grant Deed (El Monte Metro Veteran

Housing Project). The Developer further acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code 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.”

As such relates to this Section 205.3, the Developer hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

205.4 Developer Hazardous Materials Precautions After Closing. From and after the time of the Closing, the Developer shall take all necessary but reasonable precautions to prevent the release into the environment of any Hazardous Materials which are located in, on or under the Site. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, the Developer shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

205.5 Developer Indemnity. Upon the Closing, the Developer agrees to indemnify, defend and hold the City, its employees, officers, agents and representatives harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, reasonable attorneys’ fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from the Site which occurs during the period of the Developer’s ownership thereof and is caused or exacerbated by Developer, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Site which occurs during the period of the Developer’s ownership of the Site. This indemnity shall include, without limitation, any damage, liability, fine, penalty, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment (collectively, “Claims”); provided, however, that the City shall not be entitled to indemnification under this Section to the extent any Claim arises out of the negligence or misconduct of the City or its respective employees, officers, agents or representatives. At the request of the Developer, the City shall cooperate with and assist the Developer in its defense of any such Claims; provided that the City shall not be obligated to incur any cost or expense in connection with such cooperation or assistance if the City is entitled to indemnification hereunder.

300. DEVELOPMENT OF THE EL MONTE METRO VETERAN HOUSING PROJECT

301. Development Project Approvals. The City has previously granted the following “Development Project Approvals” for both the El Monte Metro Veteran Housing Project and the HOME VH Loan

Family Housing Development:

Tentative Tract Map No. 82656; and

Density Bonus No. 02-19; and

Modification No. 13-19; and

Design Review No. 02-19.

302. Development of the VH Housing Project. The El Monte Metro Veteran Housing Project shall generally consist of a multifamily apartment complex with Twenty-seven (27) apartment units plus one (1) on-site manager unit, and associated parking, landscaping and common areas. The Developer agrees to construct and develop the VH Housing Project substantially in accordance with the Development Project Approvals and incorporated herein, the HOME Program Regulations and all applicable local codes, development project ordinances in effect at the time of the Developer Project Approvals. As of the Effective Date, the cost to acquire and construct the VH Housing Project is estimated to be approximately Sixteen Million Four Hundred Sixty Five Thousand Seven Hundred Twenty Seven Dollars (\$16,465,727). Except for the City VH Loan and certain other City financial assistance as provided under the Family Housing and Loan Agreement, all other VH Housing Project Financing, as well as the other City financing contemplated under the Family Housing and Loan Agreement, all other funds necessary to complete the acquisition and development of the VH Housing Project shall be provided by the Tax Credit Limited Partnership. Vista Del Monte Affordable Housing, Inc., the sole member of Developer, shall be the point of contact for City in connection with permit and plan submittals and site inspections for both the VH Housing Project and the Family Housing Development.

303. Mix of Apartment Units in the VH Housing Project. Thirteen (13) of the dwelling units in the VH Housing Project shall be reserved for occupancy by low and moderate income persons and families as provided in the HOME VH Regulatory Agreement. Thirteen (13) of the dwelling units in the VH Housing Project shall be specifically reserved and identified by the Developer as the "HOME Units" as this term is also defined in the HOME VH Regulatory Agreement. As of the Effective Date the Developer anticipates that the mix of bedrooms among the apartment units in the VH Housing Project shall be as follows:

Number of Units	Number of Bedrooms in Each Unit	Number of Units in this Configuration Reserved as HOME Units
23	1	11
4	2	2
	3	-
1	Manager Unit	N/A
<hr/> 28	<hr/> N/A	<hr/> 13

304. El Monte Metro Veteran Housing Project Development Plans and Ministerial Project Permits.

304.1 Based upon the Development Project Approvals, the Developer shall promptly prepare at its sole cost and expense the appropriate plans, materials and drawings describing the means and methods for development of the VH Housing Project (collectively, the HOME VH Loan

“Development Plans”) for submittal to the City for the issuance by the City (or the applicable regulatory jurisdiction) of the regulatory and building permits (each a “Ministerial Project Permit”) as required under the Governmental Requirements, including without limitation the HOME Program Regulations for the initiation of construction and improvement of the VH Housing Project. The Development Plans shall include appropriate annotations and provisions reasonably acceptable to the City for the coordination of improvement of the VH Housing Project with the construction and improvement of the Family Housing Development. The Developer shall prepare and complete the applicable ministerial project permit applications and prepare and submit the appropriate Development Plans to obtain the issuance of the Ministerial Project Permits for the VH Housing Project at the Close of Escrow. Upon the City’s disapproval or conditional approval of any such Ministerial Project Permit, the Developer shall revise the portion of such plans identified by the City as requiring a revision and resubmit the revised plans to the City. The City shall have all rights to review and approve or disapprove all Development Plans and other required submittals in accordance with the City Municipal Code. Any and all change orders or revisions required by the City, or a City official or building inspector which is/are required under the Municipal Code and all other applicable Uniform Codes (e.g. Building, Plumbing, Fire, Electrical, etc.) and under other applicable laws and regulations shall be included by the Developer in its Development Plans and other required submittals. The City shall not be responsible either to the Developer or to any third party in any way for any defect or omission in the Development Plans, nor shall the City be liable for any structural or other defect in any work done according to the approved Development Plans, nor for any delays reasonably caused by the review and approval processes established by this Section 304.

304.2 The City hereby agrees to assist and cooperate with the Developer to obtain the Ministerial Project Permits for the Housing Project provided however the words, “assist and cooperate” as used in the preceding sentence shall not require the City to contribute or make available any funds beyond the amount of the City VH Loan as set forth in this Agreement or in the Family Housing and Loan Agreement.

304.3 The Developer acknowledges and agrees that the City retains regulatory jurisdiction over the review of each application and issuance of Ministerial Project Permit inconformity with the Development Project Approvals. The City retains the sole and absolute discretion under its regulatory and other police powers to review each element of the Development Plans and to confirm that each of them is complete, and to issue the Ministerial Project Permits for the Housing Project in accordance with applicable Government Requirements including without limitation the HOME Program Regulations.

305. Construction Contract. Developer shall enter into a contract with Greenfield Construction, LLC, a California limited liability company, or one or more other general contractors reasonably acceptable to the City for the construction of the VH Housing Project (the “General Contractor”). Such contract shall also include construction coordination provisions reasonably acceptable to the City with respect to the construction and improvement of the Family Housing Development.

306. Timing of Development of the El Monte Metro Veteran Housing Project. The Developer hereby covenants and agrees to apply for and make commercially reasonable efforts to obtain all Ministerial Project Permits as set forth in the Schedule of Performance and commence the improvement of the VH Housing Project promptly following the Close of Escrow. The Developer further covenants and agrees after Closing to make commercially reasonable efforts to prosecute to completion the development of the VH Housing Project in accordance with the

approved Development Plans within the time set forth in the Schedule of Performance. The Developer further covenants and agrees to cooperate in good faith with the owner of the Family Housing Development to construct and complete the Family Housing Development concurrently with the VH Housing Project. Either party may request changes to the Schedule of Performance, which changes shall be subject to the reasonable approval of the other party as provided in Section 314 hereof.

307. [RESERVED – NO TEXT]

308. Insurance of the Developer.

308.1 In order to protect the City, its governing board, commissions, agents, officers, employees and authorized representatives against all claims and liability for death, injury, loss and damage as a result of Developer's actions in connection with the City VH Loan and the design, construction, financing and operation of the El Monte Metro Veteran Housing Project, the Developer shall secure and maintain insurance as described in Attachment No. 9 (the "Insurance Requirements"). Such insurance shall be in full force and effect as of the Effective Date, and thereafter the Developer shall continuously maintain such insurance until the City VH Loan is paid in full. Developer shall pay any deductibles under all required insurance policies.

308.2 Developer shall require each contractor and sub-contractor engaged to perform any work on the VH Housing Project to provide workers' compensation for all of such contractors' or sub-contractors' employees, unless the contractors' or sub-contractors' employees are covered by worker's compensation insurance afforded by the Developer. If any class of employees engaged in work or services performed in connection with the VH Housing Project is not covered by Labor Code Section 3700, the Developer shall provide and/or require each contractor or sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

309. Indemnity. Separate and cumulative with the environmental indemnity of the Developer in favor of the City under Section 205.5, the Developer shall, at its expense, defend, indemnify, and hold harmless the City and its officers, agents, employees and representatives harmless from any and all losses, liabilities, claims, lawsuits, causes of action, judgments, settlements, court costs, attorneys' fees, and other legal expenses, costs of evidence of title, costs of evidence of value, and other damages of whatsoever nature arising out of or in connection with, or relating in any manner to any act or omission of Developer or its agents, employees, contractors and subcontractors of any tier and employees thereof in connection with or arising from Developer's performance or nonperformance of its obligations under this Agreement, Developer's ownership or operation of the VH Housing Project, or the development of the VH Housing Project, except for any such loss, liability, claim, lawsuit or other damage to the extent arising from the gross negligence or willful misconduct of the City or its officers, agents, employees or representatives.

310. Right of Access And Inspection During Course of Construction. The City shall have the right at any time during normal business hours, and upon advance telephonic or written notice of at least 24 hours, to enter upon the Site during the period of construction of the VH Housing Project for purposes of inspection. If the City in its reasonable discretion determines that any work or materials are not in conformity with this Agreement or any Governmental Requirement, or that the VH Housing Project is not being operated in conformity with this Agreement or any Governmental Requirement, the City may at its election, after notice to the Developer and affording the Developer thirty (30) days after such notice to cure the matter (or HOME VH Loan

without notice in the case of an emergency) and the Developer fails to cure the matter the City at its discretion may in addition to its other remedies in the Event of Default by the Developer itself elect to cure the matter. In addition, during the course of construction, after the notice and cure periods in the prior sentence, and subject to the rights of other Lenders, City may immediately stop the work and order replacement or correction of any work or materials not in conformity with this Agreement or any Governmental Requirement. Inspection by the City of the VH Housing Project or the Site is not to be construed as an acknowledgment, acceptance or representation by the City that there has been compliance with any terms or provisions of this Agreement, or that the work of improvement of the VH Housing Project will be free of faulty materials or workmanship.

311. Compliance With Laws. The Developer shall comply with all Governmental Requirements. As used herein, “Governmental Requirements” shall mean and include any and all laws, statutes, ordinances, codes, rules, regulations, directives, writs, injunctions, orders, decrees, rulings, conditions of approval, or authorizations, now in force or which may hereafter be in force, of any governmental entity, agency or political subdivision as they pertain to the performance of this Agreement or development or operation of the VH Housing Project, including specifically but without limitation all code and other requirements of the City; the California Environmental Quality Act; fair housing laws, prevailing wage laws (e.g. California Labor Code 1720 et seq. and the federal Davis-Bacon Act (40 U.S.C. 276a), and any other applicable federal, state and local laws. The indemnity of the Developer in favor of the City under Section 309 shall include the obligation of the Developer to hold the City harmless from any suit, cost, attorneys’ fees, claim, administrative proceeding, damage, wage award, fine, penalty or liability arising (whether by negligence, willful act or otherwise) out of or relating to the Developer’s failure to comply with any Governmental Requirements, including, without limitation, the nonpayment of any prevailing wages required to be paid, failure to maintain wage records, failure to post prevailing wage schedules, or other acts or omissions, regardless of whether they are the responsibility of the contractor or the party awarding the contract. The Developer shall pay prior to delinquency all ad valorem real estate taxes and assessments on the VH Housing Project, subject to the Developer’s right to contest in good faith any such taxes, and to the Developer’s rights to request a property tax valuation exemption or reduction under California Revenue and Taxation Code Section 214 for the VH Housing Project. The Developer may apply for and receive any exemption from the payment of property taxes or assessments on any interest in or to the VH Housing Project without the prior approval of the City.

312. Prevailing Wages.

312.1 State and Federal Prevailing Wage Laws Applicable to the VH Housing Project. The Developer shall carry out the Trolley Station Work and the improvement and construction of the VH Housing Project and the development of the Site in conformity with all applicable federal and state labor laws, if any. If applicable, Developer and its contractors and subcontractors shall pay prevailing wages to all persons who provide labor services in connection with the improvement of the VH Housing Project and the Trolley Station Work in compliance with the Davis-Bacon Act (40 USC Section 276a) and Labor Code Section 1770, *et seq.*, and shall be responsible for the keeping of all records required pursuant to Labor Code Section 1776, complying with the maximum hours requirements of Labor Code Sections 1810 through 1815, and complying with all regulations and statutory requirements pertaining thereto. Developer shall be solely responsible for determining and effectuating compliance with such prevailing wage laws.

312.2 Prevailing Wage Indemnity in Favor of City. Separate and cumulative with the other indemnity provisions of this Agreement in favor of the City, the Developer shall

indemnify, protect, defend and hold harmless the City and its officers, employees, contractors and agents, with counsel reasonably acceptable to the City, from and against any and all loss, liability, damage, claim, cost, expense and/or “increased costs” (including reasonable attorneys’ fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction, and/or operation of the VH Housing Project and the Trolley Station Work, including, without limitation, any and all other public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Developer of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay Davis Bacon Act or State of California prevailing wages); (2) the implementation of the Davis Bacon Act and/or Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Developer to provide any required disclosure or identification as required by Labor Code Section 1781 or the Davis Bacon Act, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the development of the VH Housing Project, Developer shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781 and the Davis Bacon Act, as the same may be amended from time to time, and/or any other similar law. The term “increased costs,” as used in this Section 312, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the development of the VH Housing Project by the Developer.

313. City of El Monte Construction Job Employment Outreach Program of the Developer.

313.1 The Developer hereby agrees to use faith efforts to recruit residents of the City of El Monte for any new job or entry level employment positions, and to the extent of all other factors being equal and consistent with other applicable law, the Developer covenants on a best efforts basis to give El Monte residents preference for hiring for such new entry level job or employment positions and to the maximum reasonable and feasible extent, use the services of businesses which are located in the City of El Monte which result from the performance of this Agreement and which are performed within the City.

313.2 “Good faith efforts” of the Developer for the purposes of this Section 313 include, but are not limited to, the following factors:

- (1) advertisement in local media concerning employment, contracting and subcontracting opportunities;
- (2) providing written notice to a reasonable number of local business enterprises soliciting their interest in contracting or subcontracting in sufficient time to allow them to participate effectively;
- (3) establishing an applicant pool of eligible persons who have responded to such entry level employment outreach efforts of the Developer;
- (4) attendance at pre-solicitation or pre-bid meetings that were scheduled by the Authority to inform contractors or subcontractors of contracting and subcontracting opportunities for local business enterprises;

- (5) following up initial solicitation of interest by contacting local business enterprises by telephone to determine with certainty whether they are interested in participating;
- (6) selecting portions of the work to be performed by local business enterprises;
- (7) providing interest local business enterprises and other enterprises with adequate information about the plans, specifications and requirements of contracts and subcontracts;
- (8) negotiating in good faith with interested local business enterprises to perform work; and
- (9) making reasonable efforts to assist interested local business enterprises in obtaining necessary sources of supply, lines of credit or insurance in order to participate in such work associated with the Project.

313.3 If requested to do so by the City, the Developer shall provide the City with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

314. VH Housing Project Implementation and Coordination Consultations.

314.1 Commencing upon the Effective Date, and thereafter following the Close of Escrow through the completion of the VH Housing Project and the Family Housing Development or earlier termination of this Agreement, the Developer and City staff shall conduct regular meetings at the City offices, to review the status of each of the following matters of mutual interest as applicable:

- (i) the Developer investigations of the Site;
- (ii) the administration of the Escrow;
- (iii) review of the Developer's Pro Forma and the sources of funds available to the Developer and the City to pay for VH Housing Project costs;
- (iv) finalization of the text of each of the City VH Loan Documents including the HOME VH Regulatory Agreement in preparation for the Close of Escrow;
- (v) review of the State CDLAC/TCAC submissions of the Developer and the Tax Credit Limited Partnership Agreement;
- (vi) review of the status of the other elements of the VH Housing Project Financing and the Family Housing Development Financing, the LACDA Financing, the VH Tax Exempt Bonds and Bond Trustee documents and other Lender documents, the State TCAC allocation of tax credits for the VH Housing Project and the other Developer equity requirements;
- (vii) review of the VH Housing Project construction budget and the Developer's preparation of construction project documentation for the VH Housing Project under Sections 304, HOME VH Loan

305 and 306;

(viii) review of the implementation of the VH Housing Project job employment outreach program under Section 313;

(ix) review the Developer marketing plans for the rental housing dwelling units, and the preparation of one or more community outreach plans for the preparation of a tenant eligibility lists for persons who may qualify, occupy the HOME Units in the VH Housing Project;

(x) review of the progress of specific items of construction and improvement by the Developer of each element of the VH Housing Project;

(xi) review the status of audit and accounting of various costs incurred by the parties under the Agreement, including without limitation the audit of amounts disbursed by the City to the Developer as the City HOME Project Development Loan;

(xii) review of the CEQA and NEPA finding for the VH Housing Project during the course of construction of the VH Housing Project;

(xiii) review and coordinate with the design, acquisition, financing and development of the Family Housing Development;

(xiv) review of the temporary Trolley Station Work under the El Monte Trolley Station Temporary Relocation Construction Agreement and License;

(xv) review and confirmation of the dates set forth in the Schedule of Performance for the performance of the obligations of the parties and the satisfaction of various conditions precedent with respect to the redevelopment of the Housing Project;

(xvi) review of other matters as requested in writing by either party.

314.2 In the event that either party confirms within ninety (90) days following the Effective Date that the dates of one or more milestones set forth either in this Agreement or in the Schedule of Performance cannot be feasibly accomplished within the time frame set forth in the Schedule of Performance, as such date or milestone appeared in the Schedule of Performance or this Agreement on the Effective Date, the parties shall consider under the provisions of Section 314.3 one or more specific extensions of the applicable date.

314.3 This Agreement and the Schedule of Performance set forth various dates and times relating to the implementation of the VH Housing Project, and the accomplishment of the various tasks assigned to the responsible party including without limitation, the satisfaction of the conditions precedent for the Close of Escrow. The parties agree and declare that time is of the essence in the performance of such tasks and the satisfaction of conditions precedent for the Closing in view of the large investment of resources which both parties recognize will be required for the redevelopment of the VH Housing Project. In the event that the date for the completion of a task or the satisfaction of a condition relating to the implementation of the VH Housing Project and/or the Close of Escrow may not be achieved by the particular date ascribed to the task or condition as set forth either in the text of this Agreement or in the Schedule of Performance, including without limitation any extensions for delays due to force majeure, applications for state housing subsidy programs, LIHTCs and local subsidies, if applicable, then at least fifteen (15) days prior to such date the parties shall, as part of their consultations under Section 314.1, consider

whether a modification to the Schedule of Performance may be indicated. Any decision to approve a modification or a series of such modifications to the time for performance of a task as provided in either this Agreement or the Schedule of Performance, shall be subject to the mutual reasonable discretion of the Developer and the City Manager and shall not be unreasonably withheld, conditioned or delayed by either party. Each such modification of a date in the Schedule of Performance shall be evidenced by a written modification of the Schedule of Performance, signed by the City Manager and Developer which references this Section 314.3. Notwithstanding the foregoing, City Manager may require any modification or series of modifications of a time or date for performance of a particular matter set forth in this Agreement or in the Schedule of Performance which results in a delay or extension of more than ninety (90) days later than the time as originally provided in the Schedule of Performance on the Effective Date, shall be made subject to the approval of the City Council in its reasonable discretion; provided, however, that the Close of Escrow shall occur by the Outside Closing Date as set forth in Section 202.4.

315. [Reserved – NO TEXT]

316. Enforced Delay: Extension of Time of Performance; Challenge of Agreement.

316.1 In addition to specific provisions of this Agreement, performance by either Party hereunder or under any agreement contemplated hereby shall not be deemed to be in default, or considered to be a default, where delays or defaults are due to force majeure events beyond the control of such Party, including, without limitation, war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, government imposed moratorium legislation, delays in obtaining required governmental approvals caused by any governmental agency or department, the discovery of any Hazardous Materials on the Site which requires a response, remediation, management, mitigation, removal or correction by the Developer under applicable law, freight embargoes, lack of transportation, weather-caused delays, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or supplier, or other reason, that is not attributable to the fault of the Party claiming an extension of time, that suspends the Close of Escrow or the performance of a Party's obligation hereunder; provided however that the Close of Escrow shall never the less occur by a date not later than the Outside Closing Date as set forth in Section 202.4, or following the Close of Escrow, the prosecution of the work of improvement of the VH Housing Project, or if construction is complete, suspends the operation of the VH Housing Project. An extension of time for any such force majeure cause shall be for the period of the enforced delay and shall commence to run from the date of occurrence of the delay; provided, however, that the Party claiming the existence of the delay first provides the other Party with written notice of the occurrence of the delay, promptly after the commencement of such occurrence of a force majeure event and, thereafter, takes prompt and reasonable action within its control to prosecute the delayed performance caused by such force majeure event.

316.2 The parties each expressly acknowledge and agree that changes in either general economic conditions or changes in the economic assumptions of either of them that provided a basis for entering into this Agreement occurring at any time after the execution of this Agreement, are not force majeure events and do not provide either party with grounds for asserting the existence of a forced delay in the performance of any covenant or undertaking arising under this Agreement. Each party expressly assumes the risk that changes in general economic conditions or changes in their economic assumptions could impose an inconvenience or hardship on the continued performance by such party under this Agreement and that such inconvenience or

hardship is not a force majeure event and does not excuse the performance by such party of its obligations under this Agreement.

316.3 The Developer acknowledges that the City is a “public entity” and/or a “public agency” as defined under applicable California law. Therefore, the City must satisfy the requirements of certain statutes relating to the actions of public entities, including, without limitation, the California Environmental Quality Act (“CEQA”) and the National Environmental Protection Act (“NEPA”). Also, as a public body, the City’s action in approving this Agreement may be subject to proceedings to invalidate the Agreement. The Developer hereby assumes the risk of delays and damages that may result to the Developer from any such third-party legal actions filed and served on the City which challenges this Agreement following the Effective Date, even in the event that an error, omission or abuse of discretion by the City is determined to have occurred. If a third-party files a legal action regarding the City’s approval of this Agreement or the pursuit of the activities contemplated by this Agreement, the City or the Developer may terminate this Agreement on thirty (30) days written notice to the other party of the terminating party’s intent to terminate this Agreement, referencing this Section 316.3, without any further obligation to perform the terms of this Agreement and without any liability to the other party resulting from such termination (except that the City shall return the Independent Consideration to the Developer), unless the other party unconditionally agrees to indemnify and defend the terminating party against such third-party legal action, as provided herein. Within thirty (30) days of receipt of the terminating party’s notice of intent to terminate this Agreement, as provided in the preceding sentence, the other party may offer to defend the terminating party in the third-party legal action and pay all of the court costs, attorney fees, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action. Any such offer from the other party must be in writing and in a form reasonably acceptable to the terminating party.

400. CITY VH LOAN.

401. City Agreement to Provide City VH Loan. In consideration of the representations, covenants and obligations of the Developer in favor of the City to the terms and conditions of this Agreement, upon the satisfaction of the Conditions Precedent of the City and the Close of the Escrow, the City hereby agrees to provide the City VH Loan in the original aggregate principal amount of not to exceed Two Million Five Hundred Seventy Thousand Four Hundred (\$2,570,400) to the Developer (or its permitted assignee) as borrower of the City VH Loan. The proceeds of the City VH Loan shall be used and applied by the Developer solely for the acquisition and improvement of the VH Housing Project.

401.1 The City VH Loan shall be evidenced by the:

- (i) VH Site Mortgage Note; and
- (ii) the HOME VH Note.

401.2 The two (2) separate City Notes as each such promissory note may be modified, supplemented and replaced from time to time prior to the Closing:

- (i) the VH Site Mortgage Note (Prop A/Prop C/CDBG) in the original principal amount of One Hundred Seventy Thousand Four Hundred Dollars (\$1,170,400); and

- (ii) the HOME VH Note in the original principal amount not to exceed One Million Four Hundred Thousand (\$1,400,000). The aggregate amount of all such City HOME Program funds to be made available to the Developer and the El Monte Metro Family Housing Project Developer as of the Closing and the concurrent closing of the escrow transaction in the Family Housing and Loan Agreement shall not in the aggregate exceed \$2,000,000.

Each of the City VH Notes shall be secured by a deed of trust in favor of the City and each of the City VH Notes set forth terms and conditions for its repayment to the City. As a condition for the disbursement of the City VH Loan, the Developer shall execute each of the City VH Notes at the Closing together with the other related City VH Loan Documents.

401.3 Each of the City VH Loan Documents shall be subject to the final and conforming edits approved by City so as to conform the then text of each City VH Note including the definition of “Residual Receipts” as set forth in each such City VH Note, to the final terms of the VH Housing Project Financing as provided by the Bond Trustee, the tax credit investor and the other Lenders, as applicable. At the Close of Escrow, the City shall deliver to the Escrow Agent each of the VH Housing Project Escrow Closing City VH Note Allonges for attachment to the applicable City VH Note.

401.4 The final forms of City VH Notes, City VH Deeds of Trust and the HOME VH Regulatory Agreement shall be substantially in the form attached hereto as Attachments No. 4, No 5 and No. 7, respectively, with such changes as may be mutually approved in writing by the City, Developer, the Bond Trustee, the tax credit investor and the other Lenders so as to conform to the applicable regulatory requirements of the City VH Loan in light of the final terms of the loan documents of such other Lenders and the tax credit investor.

402. Interest. The undisbursed and unpaid principal balance of the City VH Loan shall bear interest commencing on the date when the proceeds of each respective City VH Note are disbursed for the account of the Developer and ending on the date when paid, at the rate of three percent (3%) per annum simple interest (the “Basic Rate”). Interest shall be computed on each City VH Note on the basis of the actual number of days elapsed and a three hundred and sixty (360) day year. Notwithstanding the foregoing, and without limiting any other remedy of the City in the event of a Default by the Developer following the Closing, amounts not paid by the Developer when due under each City VH Note, subject to the notice and cure provisions of Section 801.1, shall bear interest from the Date when due to the date paid at the rate of ten percent (10%) per annum (the “Default Interest Rate”).

403. Payment Dates and Amounts; Term. As set forth in greater detail in each of the City VH Notes the Developer shall repay the City VH Loan, together with accrued interest at the Basic Rate in arrears, in annual installments on or before June 1st of each calendar year for the operating year of the VH Housing Project that is two (2) years earlier. The initial payment under each City VH Note Project will be made on or before June 1, 2024 and will be based on “Residual Receipts,” as defined in each of the City VH Notes, and only to the extent Residual Receipts are available, commencing until the first operating year ending December 31, 2022. Annually, thereafter upon the receipt of the “Single-Asset Audit,” as this term is defined in Section 409, the City shall calculate the Residual Receipts and corresponding City VH Note(s) payment. The City shall then issue a written payment request to the Developer and payment is due from the Developer upon receipt of the payment request and no later than June 1st. All records and calculations of the Developer with respect to the amount of Residual Receipts of the VH Housing Project are subject HOME VH Loan

to audit by the City.

Absent prepayment or acceleration, each of the annual payments due June 1, 2024 through and including June 1, 2076 shall be in an amount equal to the final percentage of Residual Receipts for the operating year of the VH Housing Project that is two (2) years earlier which LACDA and the City have agreed is allocated to the City. After payment of 100% of the deferred developer fee to Developer, Residual Receipts shall be allocated as follows: Developer – fifty percent (50.0%), and fifty percent (50%) to be distributed on a pro rata basis between LACDA and the City based on each public agency's financing contribution to the VH Housing Project, 72% and 28%, respectively.

In no event shall any City VH Note payment attributable to an Event of Default (as hereafter defined) or an acceleration of the City VH Loan be deferred.

Notwithstanding any other provision of a City VH Note or of this Agreement to the contrary, unless due sooner, the entire outstanding principal balance of the City VH Loan together with any outstanding interest and any other sums payable under the City VH Notes then outstanding shall be due and payable in full on the date that is fifty-seven (57) years following the Close of Escrow ("Maturity Date").

404. Acceleration. Notwithstanding the payment terms set forth in Section 403 above, upon the occurrence of any Event of Default by the Developer as set forth in Section 801, the entire outstanding principal balance of the City VH Loan, together with any outstanding interest and other amounts payable thereunder, shall, at the election of the City and upon notice to the Developer thereof, become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Developer.

405. Prepayment of City VH Loan. At any time after the disbursement of the proceeds of the City VH Loan, the Developer may prepay all or a portion of the unpaid principal amount of one or more City VH Notes and accrued interest and any other sums outstanding without penalty. The Developer hereby agrees and understands that the prepayment of any of the City VH Notes shall not relieve the Developer of the duty to comply with the covenants described in Section 500 and such obligations and covenants shall remain in full force and effect pursuant to their terms. All payments, including any prepayments or funds received upon acceleration pursuant to Section 404, shall be applied first toward any outstanding costs of collection or other amounts (excluding principal or accrued and unpaid interest under any of the City VH Notes) due under the City VH Notes or this Agreement, then toward outstanding unpaid interest accrued at the Default Rate of ten percent (10%) per annum (simple interest), if any, then toward outstanding unpaid interest accrued at the Basic Rate prior to the commencement of accrual of interest at the Default Rate, if any, and finally toward the remaining principal balance under the applicable City VH Note.

406. Security and Source of Payment.

406.1 The obligation of the Developer to repay the City VH Loan and any associated interest and other amounts payable under this Agreement or any of the City VH Notes shall, at all times during which any amount remains outstanding, be secured by the applicable City VH Deeds of Trust (as amended, modified, supplemented, and replaced from time to time for the applicable City VH Note) recorded against the Developer's fee interest in the Site and the VH Housing Project and creating a security interest therein and such other related rights as are described therein (collectively, referred to in each City VH Deed of Trust as the "Mortgaged Property"). The security interest in the Mortgaged Property granted to the City pursuant to each of HOME VH Loan

the City VH Deeds of Trust shall be subordinate only to the security interest of the Bond Trustee in the VH Housing Project, the other Permitted Encumbrances and such other exceptions to title shown in the title report for the Mortgaged Property which are approved in writing by City prior to the Closing as set forth at Section 204.1.10.

406.2 Except to the extent any Event of Default hereunder results directly or indirectly from any willful misconduct, fraud or intentional misrepresentation by the Developer in connection with this Agreement or the City VH Loan, the City VH Loan (and each of the City VH Notes) is a nonrecourse obligation of the Developer, and in the event of the occurrence of an Event of Default, the only recourse of the City under the City VH Deeds of Trust shall be against the Mortgaged Property, the proceeds thereof, the rents and other income arising from its use and occupancy as provided in the City VH Deeds of Trust, and any other collateral given to City as security for repayment of the City VH Loan such that neither the Developer nor any partner of the Developer shall have personal liability for repayment of the City VH Loan.

406.3 At Close of Escrow, the Developer shall also submit in form and substance satisfactory to City such additional instruments, documents or pledges required by City to further perfect, confirm or establish its security interest in the Mortgaged Property and interests related thereto, subject to the approval of the Tax Credit Limited Partnership investor limited partner and other Lenders, including but not limited to:

- (i) assignment of Construction Contracts and Documents to the City; and
- (ii) collateral assignment of Architect's Contract to the City; and
- (iii) collateral assignment of the VH Site Mortgage Note by the City (Prop A/Prop C/CDBG) to the City Proposition "A" and Proposition "C" Local Return accounts; and
- (iv) subordination agreement in favor of the Bond Trustee in from acceptable to the City.

407. Escrow; Conditions for City VH Loan Closing and Disbursement.

407.1 Escrow. Delivery of each of the executed City VH Notes and City VH Deeds of Trust and other City VH Loan Documents shall be accomplished through the Escrow.

The Parties may execute supplemental instructions to Escrow Holder with respect to the City VH Loan consistent with the terms of this Agreement, but in the event of a conflict between the terms of this Agreement and any supplemental escrow instructions with respect to the City VH Loan, the terms of this Agreement shall control unless the supplemental escrow instructions are executed by both Parties hereto. Except as otherwise expressly provided herein, any fees and costs incurred by Escrow Holder in the performance of its duties with respect to the administration of the City VH Loan Date shall be paid by the Developer.

407.2 [RESERVED – NO TEXT]

407.3 [RESERVED – NO TEXT]

407.4 City VH Loan Closing Conditions. The obligation of the City to make

disbursements of City VH Loan proceeds under this Agreement shall be expressly subject to satisfaction of all of the Conditions Precedent set forth in Section 204.1.

408. Post-Escrow Closing Disbursements of City HOME VH Development Project Loan.

408.1 General Disbursement Conditions. A portion of the City VH Loan proceeds under the HOME VH Development Project Loan which are not disbursed to the order of the Developer at Close of Escrow will be held by the City for subsequent disbursement to the Developer as provided herein. Subsequent disbursements of the principal balance of the HOME VH Development Project Loan after the Close of Escrow which were not released and paid to the order and instruction of the Developer at the Closing will be made as reimbursement for actual course of construction expenses incurred for the VH Housing Project and will not be made until the Developer has submitted and the City has approved the following:

- (1) Disbursement Request / Demand letter, which shall include, (i) a certification by the Developer that there are no defaults under the Agreement or any other VH Housing Project Financing Documents, its partnership agreement, or other governing documents, or any agreements with its investors and no event or condition exists which, with the giving of notice, passage of time or both would result in a default thereunder, (ii) reaffirmation that the representations and warranties made by the Developer in the Agreement and the other City VH Loan Documents are true and correct as of the date of such request or letter, and (iii) a certification by the Developer that all information and materials provided to City in connection with the request or letter are true and complete and do not omit any material information;
- (2) Wiring instructions;
- (3) Complete VH Housing Project development budget as of the date of the disbursement request including sources and uses and noting prior and current draws and any reallocations to the budgeted line items;
- (4) Itemized list of all expenses included in the disbursement request;
- (5) Invoices or other evidence of obligation for all expenses included in the disbursement request;
- (6) Proof of payment for all expenses included in the disbursement request (i.e., cancelled checks, receipts); and
- (7) Any additional requirements established at the City's reasonable discretion.

Collectively these items make up the draw disbursement request ("Draw Disbursement Request")

408.2 Other Disbursement Conditions. Along with the submission of a Draw

Disbursement Request by the Developer as outlined in Section 408.1, the following additional requirements must be met for each requested disbursement of the HOME VH Development Project Loan after the Close of Escrow:

- (1) Payment request from General Contractor on AIA G702 form, with such changes as required by City, and executed by all required signatories;
- (2) Payment detail spreadsheet on AIA G703 form;
- (3) A separate statement signed by the general contractor and the architect that there are no defaults under their respective agreements with The Developer and their respective subcontractors;
- (4) List of subcontractors and suppliers in the current draw and their payment request amounts;
- (5) Conditional lien releases for the current payment request from General Contractor, subcontractors and suppliers;
- (6) Unconditional lien releases for the previous payment requests from General Contractor, subcontractors and suppliers with respect to prior advances dated thirty (30) days or more prior to the current payment request;
- (7) Evidence of compliance with applicable prevailing wage laws; and
- (8) A certification from the Developer in a form reasonably acceptable to City regarding (a) the actual construction costs incurred compared to budgeted costs; (b) percentage of VH Housing Project completion and estimated cost to complete the VH Housing Project, and (c) that the Developer is not in default under any of the VH Housing Project Financial Documents, its Tax Credit Limited Partnership Agreement, or other governing documents, or any agreements with its investors.
- (9) At the sole discretion of the City, HOME VH Development Project Loan proceeds used for construction cost payments are subject to a ten percent (10%) withholding ("Retention Proceeds") until completion of the VH Housing Project is achieved.

409. Covenants of Developer. As additional consideration for providing the City VH Loan and the Close of Escrow, the Developer covenants as follows:

409.1 The Developer shall comply with all Governmental Requirements.

409.2 The Developer shall make available for inspection and audit to the City, upon five (5) business days written request, from time to time, at the office of the Developer, or, if requested by the City, at another location within Los Angeles County, all of the books and records relating to the operation of the VH Housing Project and this Agreement. All such books and records shall be maintained by the Developer until three (3) years of the end of the Term of

this Agreement; provided that in the event any litigation, claim or audit is started before the expiration of the Term, such books and records shall be retained until all litigation, claims, or audit findings involving such books and records shall have been resolved.

409.3 Other Reports. Upon fifteen (15) business days' written notice the Developer shall prepare and submit to the City, any financial, program progress, monitoring, evaluation or other reports (including, but not limited to, documents related to construction and project financing) reasonably required by the City as they relate to the VH Housing Project or this Agreement; provided, however, if such requested reports are not capable of being prepared and submitted to the City within such fifteen (15)-day period, then within a reasonable time thereafter. The Developer shall ensure that its employees, agents, officers, and board members furnish such information, which in the reasonable judgment of the City, may be relevant to a question of compliance with this Agreement, and the City VH Loan Documents. The Developer shall retain all existing records and data relating to the VH Housing Project until three (3) years after the end of the Term of this Agreement. In the event any litigation, claims or audit is started during the Term, such books and records shall be retained until all litigation, claims or audit findings involving such books and records have been resolved.

409.4 On or before October 1st of the year following the initial occupancy of the VH Housing Project and on or before each subsequent October 1st thereafter during the Term of the Agreement, the Developer will be required to submit a Single-Asset Audit. "Single-Asset Audits" are cash-based audits of operations at the VH Housing Project for the prior VH Housing Project Accounting Year. The Single-Asset Audit is to be prepared internally and to be conducted in accordance with Generally Accepted Auditing Standards. If the Developer does not provide the Single-Asset Audit within ninety (90) days of such October 1st date, such a failure following the giving of notice and the failure by the Developer to cure shall be an Event of Default.

409.5 Along with the Single-Asset Audit description in Section 409.4, the Developer shall deliver to City, on forms prepared and provided by the City from time to time, but no more often than once (one time) in any 12-month period, a statement certified by the Developer's accountant (the "Annual Statement"), separately setting forth:

- (i) the aggregate Gross Rents (as defined in the City VH Notes) received during the VH Housing Project's previous operating year;
- (ii) the aggregate Operating Expenses (as defined in the City VH Notes) expended during the VH Housing Project's previous operating year; and
- (iii) the resulting Residual Receipts (as defined in the City VH Notes).

If the Developer provides any written report regarding the financial condition, operating condition, management condition or projection thereof related to all or any part of the VH Housing Project to nonaffiliated parties, including State TCAC, the Bond Trustee, or any other Lender, or credit rating agency, the Developer shall concurrently provide a copy of any of such written report to the City.

409.6 In the event this Agreement or any element of the City VH Loan is subjected to audit, monitoring or other inspections by appropriate state and federal agencies, during or after the Term of this Agreement, the Developer shall comply with such inspections and pay on behalf of itself and the City, the full amount of the cost to the inspecting agency which result from such HOME VH Loan

inspections, if any, unless such inspection and any resulting liability arises solely from the gross negligence or willful misconduct of City.

409.7 The Developer shall allow the City to inspect and monitor its facilities and program operations as they relate to the VH Housing Project the financial reports and disclosures set forth in Section 409.2 through 409.6, inclusive and the applicable Government Requirements, including the HOME Program Regulations, and in this regard, the City may meet with and interview any of the Developer's staff, tenants, and other program participants, as reasonably required by City.

409.8 The Developer shall comply in all material respects with all monetary and nonmonetary covenants associated with any loan secured by an interest in the Site or the VH Housing Project ("Other Secured Obligations") for all of the other elements of VH Housing Project Financing, in addition to the City VH Loan.

409.8.1 The Developer shall provide to the City with a copy of any notice of default which arises under any of the other Secured Obligations within five (5) business days after receiving any notice of a default or alleged default of such covenants by the Developer, and the Developer shall promptly cure any such default, and if applicable, the Developer shall cooperate in permitting the City, to the extent the City in its sole discretion elects to do so, to cure or assist in curing the default. Any reasonable cost or expenditure incurred by the City in providing or assisting in such a cure shall be deemed added to the outstanding principal amount of the HOME Project Development Loan. The Developer shall not agree to or allow any material change in its Other Secured Obligations, now or hereafter existing, without (i) providing thirty (30) day's prior notice to the City of such proposed action, (ii) providing the City with true and complete copies of all documentations related to such action, (iii) obtaining the prior written consent of the City to such action. A "material change" shall mean:

(i) an increase in the maximum principal amount or applicable interest rate of the Other Secured Obligation for any purpose other than in accordance with documentation for such Other Secured Obligation provided to City by the Developer; (ii) a shortening or acceleration of the maturity date of the Other Secured Obligation (other than an acceleration upon the occurrence of a default under such Other Secured Obligation) or the date on which any portion of the Other Secured Obligation is due and payable; (iii) an elimination or curtailment of the terms of any notice or cure period afforded to the Developer under the Other Secured Obligation; or (iv) the addition of any provisions to cross-default or cross collateralize the Other Secured Obligation with any other loan that has been or is made by such lender with respect to matters unrelated to the VH Housing Project.

409.8.2 The provisions of this Section 409.8 may be implemented by means of a City VH Loan intercreditor and/or subordination agreement by and among the Senior Lender and each of the other lenders with a security interest in the VH Housing Project. Such an intercreditor or subordination agreement shall be subject to the mutual reasonable review and approval of the Developer, the Developer's Tax Credit limited partner, LACDA, the Senior Lender and other Lenders and the City, as consistent with this Agreement and subject to such mutual review and approval among the parties thereto, such intercreditor and/or subordination agreement for the City VH Loan shall be fully executed by the parties thereto and filed for recordation upon the Closing.

409.9 Promptly following the Close of Escrow, the Developer shall cause the VH HOME VH Loan

Housing Project construction work to commence and thereafter, proceed diligently, and make commercially reasonable efforts to achieve “Completion of the VH Housing Project,” as defined below, no later than twenty-two (22) months following the Close of Escrow, subject to extension for up to an additional twelve (12) months to the extent of force majeure delays beyond the Developer’s reasonable control. “Completion of the VH Housing Project” shall be deemed to have occurred when the City has received satisfactory evidence that all final permits and certificates necessary to the occupancy and operation of the Housing Project as contemplated herein have been obtained and that the VH Housing Project has been completed in compliance with this Agreement. This evidence shall include, without limitation, the following, each of which is subject to the City’s review and approval:

- (1) a signed certificate of substantial completion from the VH Housing Project’s architect or General Contractor, in a form reasonably acceptable to the City, certifying to the City that construction was completed substantially in accordance with the requirements of the plans and specifications and this Agreement, and all other related on-site and off-site improvements have been completed;
- (2) a temporary certificate of occupancy and other final permits and licenses necessary to permit the use and occupancy of the VH Housing Project for its intended purposes, which have been issued by the City;
- (3) unconditional waivers and releases upon final payment, in statutory form, showing no amounts in dispute, have been received from the General Contractor, all subcontractors, and all other persons or entities providing services or furnishing materials in connection with the VH Housing Project;
- (4) a copy of the notice of completion recorded by the Developer in compliance with California Civil Code;
- (5) expiration of all applicable statutory periods for the enforcement of any mechanics’ liens pursuant to applicable California laws and a Mechanics’ Lien – Notice of Completion Endorsement from Title Company in favor of the City certifying that the Mortgaged Property is free from liens; and
- (6) a certification in a form acceptable to the City from the Developer that all of the work has been performed in accordance with applicable laws and the City VH Loan Documents.

Upon the City’s confirmation that the foregoing conditions have been satisfied, the City shall cause the Certificate of Completion for the VH Housing Project to be executed on behalf of the City and filed for recordation. The issuance and recordation of the Certificate of Completion with respect to the VH Housing Project shall not supersede, cancel, amend or limit the continued effectiveness of any obligation of the Developer relating to the maintenance, or use of the VH Housing Project, or any obligation of the Developer which arise under the City VH Loan Documents, except for the obligation to complete the construction of the VH Housing Project.

409.10 During the course of improvement of the VH Housing Project, the
HOME VH Loan

Developer shall comply with all CEQA and NEPA mitigation measures or other environmental conditions imposed by the City, or any other applicable governmental authority in connection with the VH Housing Project.

409.11 The Developer agrees that it shall notify the City of the occurrence of any event that has caused, will cause, or is reasonably likely with the passage of time to cause, the rescission or reduction of a preliminary or final reservation of state or federal low-income housing tax credits (“LIHTC”), a reduction in the amount of limited partner equity as forecast for the VH Housing Project as the time of the Close of the Escrow, or the withdrawal of any limited partner (collectively “Low-Income Housing Tax Credit Events”) within fifteen (15) days of the occurrence of such event or within fifteen (15) days of the date when the Developer gains specific knowledge of the occurrence of such event. This provision shall not apply to fluctuations in VH Housing Project development costs that occur in the normal course of business during construction of the VH Housing Project that affect the amount of the preliminary or final LIHTC reservation and/or the amount of limited partner equity.

500. USE OF THE SITE, THE EL MONTE METRO VETERAN HOUSING PROJECT AND LEASING AND MANAGEMENT

501. Limitations on Tenants. Notwithstanding anything to the contrary in this Agreement, the Developer hereby covenants on behalf of itself, and its successors and assigns, which covenants shall run with the land and bind every successor and assign in interest of the Developer, that, throughout the term of the HOME VH Regulatory Agreement, the Developer and such successors and assigns shall use the Site solely for the purpose of developing and operating the VH Housing Project as a residential rental facility as set forth in the HOME VH Regulatory Agreement.

502. Limitations on Residential Tenants. The Developer agrees to comply with the HOME VH Regulatory Agreement and with any other income, rent, and occupancy restrictions imposed by other Lenders under the VH Housing Project Financing and by the State CDLAC and State TCAC. If there is a conflict between the requirements of the various other providers of the VH Housing Project Financing or State CDLAC or State TCAC, the most restrictive income, rent and occupancy requirement will prevail; provided however, that no such restrictive rental or occupancy requirement shall cause the Housing Project to not be in compliance with the applicable provisions of Article XXXIV of the State Constitution. The requirements to comply with the provisions of Internal Revenue Code Section 42, including Section 42(h)(6)(E)(ii), are hereby acknowledged by the Parties.

The Developer and its successors and assigns shall develop and operate the VH Housing Project with the number of total units and, with respect to the rental dwelling units as designated in the HOME VH Regulatory Agreement to be assisted as consideration for the City VH Loan, at the tenant income levels, specified in the HOME VH Regulatory Agreement. The Developer shall construct, reserve and maintain for occupancy by “Eligible Households,” as this term is defined in the HOME VH Regulatory Agreement, at least thirteen (13) dwelling units as “HOME Units” as this term is also defined in the HOME VH Regulatory Agreement. Each of the HOME Units shall be rented only at “Affordable Rent,” as this term is defined in the HOME VH Regulatory Agreement. HOME Units shall be dispersed throughout the VH Housing Project, and shall be no less attractive or desirable on average (whether because of convenient access, views, amenities, or other reasons) than other rental dwelling units in the VH Housing Project. For the purposes of satisfying the limitation on the maximum number of units in the VH Housing Project which may be reserved for occupancy by Eligible Households, the HOME Units may be restricted to rent and HOME VH Loan

occupancy requirements as set forth under the affordable rental housing regulatory agreement of the Bond Trustee, LACDA and other Lenders, as applicable. The covenants described in this Section 502 and the HOME VH Regulatory Agreement shall remain in effect throughout the term of the HOME VH Regulatory Agreement, notwithstanding the earlier repayment of the City VH Loan by the Developer. The Developer shall specifically provide in each HOME Unit lease and shall strictly enforce the requirement that each HOME Unit be occupied at all times by the Eligible Household who has leased that HOME Unit, and that any other occupant of the unit be another qualified member of the lessee's household. The City shall be identified in each such lease as a third-party beneficiary of this covenant and the City shall have the right to directly enforce that restriction in the event the Developer fails to do so.

503. Prior to execution of any HOME Unit lease with respect to the VH Housing Project, the Developer shall submit to the City and obtain its written approval of a standard form occupancy lease and the Developer shall thereafter use the approved form for all leases of HOME Units in the VH Housing Project, with any material modifications thereto to be first submitted to the City by the Developer and reasonably approved in writing by the City.

504. Required Submittals – Pre-Occupancy and Tenant Selection. At least ninety (90) days prior to occupancy of the VH Housing Project and before the acceptance of tenant applications, the Developer shall have obtained written approval by the City of (i) an affirmative marketing plan, (ii) leasing guidelines, (iii) lease form, and (iv) form of and a summary of the rules, procedures and programs for the VH Housing Project, including, specifically, the prospective tenant selection procedures to be used by the Developer to designate the tenants of the HOME Units in the event that, at any given time, the number of Eligible Households applying to lease units at the VH Housing Project exceeds the number of units available for rent. Following the time of such approval by the City any amendments, modifications, supplements or replacements to the marketing plan, leasing guidelines, lease form, and the form of and a summary of the rules, procedures and programs for the VH Housing Project, shall be submitted to the City for its prior written approval.

505. Tenant Selection Process; Reports and Records Concerning Tenancies. The Developer shall maintain such records and satisfy such reporting requirements as required under the HOME Program Regulations. Such reports shall set forth the name of each tenant, the unit occupied and the income of the tenant and the amount of rent payable by each tenant and include such other tenant information required by the City. The Developer shall require each prospective tenant complete a rental application prior to occupancy and to obtain evidence from each such tenant as may be reasonably required by the City to certify such tenant's qualification for occupancy at the VH Housing Project and the Developer shall maintain all such tenant applications for at least three (3) years following receipt. The obligation of the Developer to provide such reports to the City shall remain in force and effect for the duration of the HOME VH Regulatory Agreement.

506. Management of the El Monte Metro Veteran Housing Project. The Developer shall at all times during the operation of the Housing Project retain an entity to perform the management and/or supervisory function ("Manager") with respect to the operation of the VH Housing Project including day-to-day administration, maintenance and repair. The Developer shall, before execution or any subsequent amendment or replacement thereof, submit and obtain the written approval by the City of a management contract ("Management Contract") entered into between the Developer and the Manager reasonably acceptable to the City. Subject to any regulatory or licensing requirements of any other applicable governmental agency, limited partner

or Lender, the Management Contract:

(1) may be for a term of up to fifteen (15) years and may be renewed for successive terms in accordance with its terms, but may not be amended or modified without the written consent of the City;

(2) will provide that the Manager shall be subject to termination for failure to meet project maintenance and operational standards set forth herein or in other agreements between the Developer and the City. The Developer shall promptly terminate any Manager which commits or allows such failure, unless the failure is cured within a reasonable period in no event exceeding sixty (60) days from the giving of notice by the City or the Developer to the Manager of such failure.

(3) will provide that (i) its books and records with regard to the VH Housing Project shall be maintained in an office in Los Angeles County; (ii) such books and records shall be subject to review and copying by the City and its representatives at any time during business hours and on business days upon the request of the City given at least 48 hours in advance, and (iii) after the occurrence of an Event of Default or a default beyond any applicable cure period under any of the other City VH Loan Documents that the City may give notice to the Manager that from and after the date of such notice, the Manager shall comply with the directions of City in the place of the Developer with regard to the Management Agreement.

The obligation of the Developer to retain a Manager shall remain in force and effect for the same duration as the use covenants set forth in the HOME VH Regulatory Agreement.

507. Operations and Maintenance. The Developer hereby covenants on behalf of itself, and its successors and assigns, which covenant shall run with the land and bind every successor and assign in interest of the Developer, that the Developer and such successors and assigns shall use the Site solely for the purpose of developing and operating the VH Housing Project and ancillary improvements thereon, in accordance with and of the quality prescribed by this Agreement and the HOME VH Regulatory Agreement. The Developer further covenants and agrees for itself, its successors and assigns, which covenants shall run with the land and bind every successor or assign in interest of Developer, that during development of the Site pursuant to this Agreement and thereafter, neither the Site nor the VH Housing Project, nor any portion thereof, shall be improved, used or occupied in violation of any Governmental Restriction or the restrictions contained in this Agreement, the HOME VH Regulatory Agreement or the other City VH Loan Documents. Furthermore, the Developer and its successors and assigns shall not maintain, commit, or permit the maintenance or commission on the Site or in the VH Housing Project, or any portion thereof, of any nuisance, public or private, as now or hereafter defined by any statutory or decisional law applicable to the Site or the VH Housing Project, or any portion thereof. The Developer shall, at its expense, (i) maintain all improvements and landscaping on the Site in good working order, condition, and repair (and, as to landscaping, in a healthy and thriving condition) in accordance with the plans for the VH Housing Project and all Governmental Requirements, and (ii) manage the Housing Project and VH Housing Project finances in a reasonable and prudent business like fashion and in compliance with Governmental Requirements so as to maintain a safe and attractive living environment for VH Housing Project residents while maximizing Residual Receipts to the extent reasonably possible consistent with applicable rent and tenant requirements and without compromising the safety and attractiveness of the living environment of the VH Housing Project.

508. Property Tax Welfare Exemption. If the Developer is comprised in whole or in HOME VH Loan

part of an organization exempted under 501(c)(3) of the Internal Revenue Code, the Developer hereby covenants on behalf of itself, and its successors and assignees, that it will make diligent efforts to obtain a welfare exemption, under Article XIII of the California constitution, for low-income housing properties for the VH Housing Project within twelve (12) months of receipt of a certificate of occupancy. The Developer further covenants on behalf of itself, and its successors and assignees, that it will make diligent efforts to maintain such property tax exemption.

509. Documents Shall be True, Correct and Complete. All documents, agreements, certificates, reports, written information and other materials delivered by the Developer to the City shall be deemed certified by the Developer as being true and complete copies without further action. If the Developer determines that the information contained in any materials provided to the City is not true and complete or omits any material fact, the Developer shall notify the City and update such information as appropriate. It is understood that budgets and projections submitted to City are not by this provision intended to be more than good faith and informed estimates by the Developer.

510. Developer's Obligation To Refrain From Discrimination.

510.1 There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, national origin, sex, religion, marital or familial status, handicap (disability), sexual orientation, ancestry, or source of income in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the Developer itself or any person claiming under or through the Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Site or any portion thereof. The nondiscrimination and nonsegregation covenants set forth herein shall remain in effect in perpetuity.

510.2 The Developer shall refrain from restricting the rental, sale or lease of the Site or any portion thereof on the basis of race, color, creed, religion, sex, marital status, national origin, or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(1) In deeds: "The grantee" (or such term that describes the Developer in the particular deed) "herein covenants by and for himself or herself, and his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, national origin, sex, religion, marital or familial status, handicap (disability), sexual orientation, ancestry or source of income in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(2) In leases: "The lessor" (or such term that describes the Developer in the particular deed) "herein covenants by and for himself or herself, and his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, national origin, sex, religion, marital or familial status, , handicap (disability) sexual orientation, HOME VH Loan

ancestry or source of income, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the land herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased.”

(3) In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, national origin, sex, religion, marital or familial status, handicap (disability), sexual orientation, ancestry, or source of income, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the parties to this contract or any person claiming under or through them, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the premises.”

600. TRANSFERS OF INTEREST IN THE SITE OR THE VETERANS NORTH HOUSING PROJECT

601. Without the prior written approval of the City, which approval City may withhold in its sole and absolute discretion, the Developer shall not directly or indirectly, by operation of law, voluntarily or involuntarily, sell, gift, encumber, assign or otherwise transfer or permit the transfer (collectively, "Transfer") of: (i) all or any portion of its interest in the Site or the VH Housing Project (excluding tenant leases pursuant to the terms hereof) which is greater than forty-nine percent (49%) of its ownership and/or control, in the aggregate, taking all transfers into account on a cumulative basis of the VH Housing Project; or (ii) any of its rights or obligations under the City VH Loan Documents. Notwithstanding the foregoing, the City hereby consents to the specific events described in Section 605 hereof without the Developer obtaining any further consent from the City (each, a "Permitted Transfer"). The Developer hereby agrees that any purported Transfer not approved by the City as required herein shall be (unless the City elects to the contrary in its sole discretion) ipso facto null and void, and no voluntary or involuntary successor to any interest of the Developer under such a proscribed Transfer shall acquire any rights pursuant to this Agreement.

602. At any time the Developer desires to effect a Transfer hereunder, the Developer shall notify the City in writing a notice which references this Section 600 (the "Transfer Notice") and shall submit to the City for its prior written approval (i) all proposed agreements and documents (collectively, the "Transfer Documents") memorializing, facilitating, evidencing and/or relating to the circumstances surrounding such proposed Transfer, and (ii) a certificate setting forth representations and warranties by the Developer and the proposed transferee to the City sufficient to establish and ensure that all requirements of this Section 600 have been and will be met. No Transfer Documents shall be approved by the City unless they expressly provide for the assumption by the proposed transferee of all of the obligations of the Developer under the City VH Loan Documents and this Agreement. The Transfer Notice shall include a request that the City consent to the proposed Transfer. The City agrees to make its decision on Developer's request for consent to such Transfer promptly, and use reasonable efforts to respond not later than thirty (30) days after the City receives the last of the items required by this Section 600. In the event the City consents to a proposed Transfer, then such Transfer shall not be effective unless and until the City receives copies of all executed and binding Transfer Documents which Transfer Documents shall conform with the proposed Transfer Documents originally submitted by the Developer to the City. From and after the effective date of any such Transfer, the former Developer shall be released from obligations under the City VH Loan Documents arising or accruing subsequent such effective date

and such transferee shall be deemed to be the “Developer” hereunder.

603. Notwithstanding anything in this Agreement to the contrary, the Developer agrees that it shall not be permitted to make any Transfer, whether or not the City’s consent is required therefore, if there exists an Event of Default under this Agreement at the time the applicable Transfer Notice is tendered to the City or the Transfer has otherwise occurred, or at any time thereafter unless such an Event of Default has been first cured.

604. The provisions of this Section 600 shall apply to each successive Transfer and proposed transferee in the same manner as initially applicable to the Developer under the terms set forth herein.

605. Notwithstanding Sections 601 and 602, if the VH Housing Project receives funding through an allocation of LIHTCs:

- (1) The City hereby consents to the following transfers in furtherance of such financing: (i) transfer by Developer to the Tax Credit Limited Partnership; (ii) syndication of limited partnership interests in the Developer to an equity investor and subsequent transfers of limited partnership interests; and (iii) the grant and exercise of a purchase option and/or right of first refusal with respect to the VH Housing Project from the Developer to its general partners or their nonprofit corporate members, which may involve the sale of the Developer’s interest in the Site or the VH Housing Project and/or the Transfer of greater than forty-nine percent (49%) of its ownership and/or control. Notwithstanding the above, at least thirty (30) days after the date of such transfer, the Developer shall notify City that such transfer of partnership interest has occurred in the case of (i) or (iii) above.
- (2) If the managing general partner of the Tax Credit Limited Partnership will be removed, this should only be done pursuant to the terms of the Tax Credit Limited Partnership Agreement, as it may be amended from time to time, and the replacement managing general partner shall be approved by the City, which approval shall not be unreasonably withheld. At least sixty (60) days before the scheduled date of replacement of the managing general partner of the Tax Credit Limited Partnership, the Tax Credit Limited Partnership shall provide evidence acceptable to the City with regard to such successor general partner’s financial capability, management experience and history of compliance with affordable housing, landlord/ tenant, and health and safety laws, and such other information as requested by the City.
- (3) The Developer shall use its best efforts to provide the City concurrently with the closing of any Transfer (but in no event later than thirty (30) days after the closing of such Transfer) copies of all documents pertaining to the transaction, including any amendments to the organizational documents of the Developer or any constituent partners or members. Notwithstanding anything contained herein to the contrary, the Limited Partner shall have the right to remove and replace the General Partner pursuant to the terms of the Tax Credit Limited Partnership Agreement without prior approval by the City. The Limited Partner shall provide notice to the City within a reasonable time of such removal.

606. Exit of Limited Partner. The Developer agrees to submit to the City, for its approval, a detailed plan for the exit of any limited partner no later than six (6) months prior to the closing of any such transaction. At minimum, the exit plan shall include the following:

- (1) A summary of applicable limited partner exit provisions in the limited partnership agreement, along with a true and complete copy of the limited partnership agreement and all amendments;
- (2) A summary of any approvals required under the other elements of VH Housing Project Financing to approve or accomplish limited partner exit;
- (3) A calculation of the exit / disposition price specified in the limited partner exit provisions of limited partnership agreement;
- (4) the Developer's plan for financing the exit / disposition price;
- (5) The limited partner's concurrence with the exit / disposition plan;
- (6) the Developer's certification that no Event of Default exists and no event or circumstance exists with the giving of notice or the passage of time or both would result in an Event of Default;
- (7) A detailed description of the effect of the partnership change on the capitalization and ability of the Developer to meet its financial obligations; and
- (8) True and complete copies of all documents and agreements pertaining to the exit of the limited partner, including but not limited to, drafts of proposed amendments to the partnership agreement of the Developer as well as the executed final agreements pertaining to such transaction.

The Developer shall use its best efforts to provide the City concurrently with the closing of said transaction(s) (but in no event later than thirty (30) days after the closing of such transaction) copies of all documents pertaining to the transaction, including any amendments to the organizational documents of the Developer or any constituent partners or members.

700. ASSIGNMENT OF THIS AGREEMENT.

This Agreement shall be assignable by the Developer only if the Developer obtains the prior express written consent of the City which consent may be withheld by the City in its sole discretion. Notwithstanding anything to the contrary in this Agreement, no purported assignment of this Agreement and the City VH Loan Documents shall be effective if such assignment would violate the terms, conditions and restrictions of any Governmental Regulations. The consent of the City to such assignment shall be expressly conditioned upon (i) the assignee's execution of such documents as required by the City in its sole discretion including, without limitation, any and all documents deemed necessary by the City to provide for said assignee's assumption of all of the obligations of the Developer hereunder and under the City VH Loan Documents, and (ii) the City approval of the financial and credit-worthiness of such proposed assignee and the assignee's ability to perform all of the Developer's obligations under this Agreement and the City VH Loan Documents.

Any attempt by the Developer to assign any performance or benefit under the terms of this

Agreement without the prior written consent of the City as provided herein shall be null and void and shall constitute a material breach of this Agreement. In accordance with the foregoing, in the event of a sale or transfer of the Developer's interest in the Site, or (iii) a sale or transfer of more than forty-nine percent (49%) of its present ownership and/or control, in the aggregate, taking all transfers into account on a cumulative basis, then the City may, at its option, by written notice to the Developer, declare the Developer in default under this Agreement. Notwithstanding the foregoing, the City consents to the Permitted Transfers as described in Section 601 hereof without the Developer obtaining any further consent from the City, including, without limitation, an assignment of this Agreement to the Tax Credit Limited Partnership.

800. EVENTS OF DEFAULT AND REMEDIES.

801 Developer Events of Default. The occurrence of any of the following shall constitute an event of default by the Developer hereunder ("Event of Default"), each of which is acknowledged by The Developer to constitute a material default under this Agreement:

801.1 The failure of the Developer to pay or perform any monetary covenant or obligation hereunder or under the terms of any City VH Note or City VH Deed of Trust or any other City VH Loan Document, without curing such failure within ten (10) days after receipt of written notice of such default from the City (or from any party authorized by the City to deliver such notice as identified by the City in writing to the Developer). Notwithstanding anything herein to the contrary, the herein described cure period shall not apply to a failure by the Developer to timely repay the City VH Loan at the Maturity Date of the applicable City VH Note.

801.2 The failure of the Developer to perform any nonmonetary covenant or obligation hereunder or under the terms of any City VH Note or City VH Deed of Trust or any other City VH Loan Document, without curing such failure within thirty (30) days after the giving of written notice of such default from City (or from any party authorized by the City to give such notice as identified by the City in writing to the Developer) specifying the nature of the event or deficiency giving rise to the default and the action required to cure such deficiency; provided, however, that if any default with respect to a nonmonetary obligation is such that it cannot be cured within a thirty (30) day period, it shall be deemed cured if the Developer commences the cure within said thirty (30) day period and diligently prosecutes such cure to completion thereafter with the cure completed in any event within one hundred eighty (180) days after the giving of said notice. Notwithstanding anything herein to the contrary, the herein described notice requirements and cure periods shall not apply to any Event of Default described in Section 801.4; or for nonmonetary covenants or obligations otherwise set forth in the City VH Loan Documents where an express time period is otherwise provided elsewhere in the City VH Loan Documents.

801.3 The falseness of any representation when made by the Developer under the terms of or in connection with this Agreement, any of the City VH Notes or City VH Deeds of Trust or the other City VH Loan Documents shall be an Event of Default.

801.4 An Event of Default shall have occurred following notice and opportunity to cure when the Developer or any constituent member or partner, or majority shareholder, of the Developer shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian or the like of its property, (ii) fail to pay or admit in writing its inability to pay its debts generally as they become due, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated as bankrupt or insolvent or (v) commence a voluntary case under the Federal bankruptcy laws of the United States of America or file a voluntary petition that is not withdrawn

within ten (10) days of the filing thereof or answer seeking an arrangement with creditors or an order for relief or seeking to take advantage of any insolvency law or file an answer admitting the material allegations of a petition filed against it in any bankruptcy or insolvency proceeding;

801.5 An Event of Default shall have occurred following notice and opportunity to cure when if without the application, approval or consent of the Developer, a proceeding shall be instituted in any court of competent jurisdiction, under any law relating to bankruptcy, in respect of the Developer or any constituent member or partner, or majority shareholder, of the Developer, for an order for relief or an adjudication in bankruptcy, a composition or arrangement with creditors, a readjustment of debts, the appointment of a trustee, receiver, liquidator or custodian or the like of the Developer or of all or any substantial part of assets of the Developer, or other like relief in respect thereof under any bankruptcy or insolvency law, and, if such proceeding is being contested by the Developer, in good faith, the same shall (i) result in the entry of an order for relief or any such adjudication or appointment, or (ii) continue undismissed, or pending and unstayed, for any period of more than ninety (90) consecutive days;

801.6 An Event of Default shall have occurred following notice and opportunity to cure when following initial completion of the Housing Project, voluntary cessation of the operation of the VH Housing Project for a period of more than thirty (30) consecutive days or the involuntary cessation of the operation of the VH Housing Project in accordance with this Agreement for a period of more than ninety (90) consecutive days.

801.7 An Event of Default shall have occurred following notice and opportunity to cure when the Developer shall suffer or attempt to effect a Transfer or assignment in violation of Section 600 or Section 700.

801.8 An Event of Default shall have occurred following notice and opportunity to cure when the Developer shall be in default under the HOME VH Regulatory Agreement.

801.9 An Event of Default shall have occurred following notice and opportunity to cure when the Developer is in default under the Tax Exempt Bonds or any other element of the VH Housing Project Financing.

802 City Remedies. Upon the occurrence of an Event of Default hereunder, the City may, in its sole discretion, take any one or more of the following actions:

802.1 By notice to the Developer, declare the entire then unpaid principal balance of the all VH City Notes immediately due and payable, and the same shall become due and payable without further demand, protest or further notice of any kind, all of which are hereby expressly waived by the Developer. Upon such declaration, outstanding principal and (to the extent permitted by law) interest and any other sums outstanding in connection with the City VH Loan shall thereafter bear interest at the Default Rate, payable from the date of such notice to the Developer until paid in full.

802.2 Subject to the nonrecourse provisions of Section 400, take any and all actions and do any and all things which are allowed, permitted or provided by law, in equity or by statute, in the sole discretion of the City, to collect the amounts then due and thereafter to become due hereunder and under the City VH Notes or any other City VH Loan Documents, to exercise its rights under the City VH Deeds of Trust or any other City VH Loan Documents, and to enforce performance and observance (by specific performance or otherwise) of any obligation, agreement HOME VH Loan

or covenant of the Developer under this Agreement or under any other City VH Loan Documents.

802.3 Subject to the nonrecourse provisions of Section 400, upon the occurrence of an Event of Default based upon Developer's failure to pay money, whether under this Agreement or any of the City VH Notes or any other City VH Loan Documents, the City may, but shall not be obligated to, make such payment. If such payment is made by the City, the Developer shall deposit with the City, upon written demand therefor, such sum plus interest at the Default Rate. The Event of Default with respect to which any such payment has been made by the City shall not be deemed cured until such repayment has been made by the Developer. Until repaid, such amounts shall have the security afforded disbursements under the applicable City VH Note.

802.4 Subject to the nonrecourse provisions of Section 400, upon the occurrence of an Event of Default described in Section 801.4 or 801.5, the City shall be entitled and empowered through intervention in such proceedings, or otherwise, to file and prove a claim for the whole amount owing and unpaid on the City VH Notes and, in the case of commencement of any judicial proceedings, to file such proof of claim and other papers or documents as may be necessary or advisable in the judgment of the City and its counsel to protect the interests of the City and to collect and receive any monies or other property in satisfaction of its claim;

802.5 If the City has not yet funded all amounts of the City VH Loan to be disbursed to the Developer under this Agreement the City may suspend further disbursement of City funds without liability to the Developer.

803. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute; and may be exercised in such number, at such times and in such order as the City may determine in its sole discretion. No delay or omission to exercise any right or power upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient by City. In order to entitle the City to exercise any right or remedy reserved to it under this Agreement, no notice shall be required except as expressly provided herein.

804 City Default and Developer Remedies. Upon fault or failure of City to meet any of its obligations under this Agreement without curing such failure within thirty (30) days after receipt of written notice of such failure from the Developer specifying the nature of the event or deficiency giving rise to the default and the action required to cure such deficiency, The Developer may, as its sole and exclusive remedies:

804.1 Demand and obtain payment from the City of any sums due to or for the benefit of Developer pursuant to the express terms of this Agreement;

804.2 Bring an action in equitable relief seeking the specific performance by the City of the terms and conditions of this Agreement or seeking to enjoin any act by the City which is prohibited hereunder; and

804.3 Bring an action for declaratory relief seeking judicial determination of the meaning of any provision of this Agreement.

804.4 Without limiting the generality of the foregoing, the Developer shall in no event be entitled to, and hereby waives, any right to seek indirect or consequential damages of any kind or nature from the City or any of its elected officials, officer, employees, representatives and agents arising out of or in connection with this Agreement, and in connection with such waiver the Developer is familiar with and hereby waives the provisions of Section 1542 of the Civil Code 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.**”

805. Limited Partner Right to Cure. The Developer, on behalf of and at the request of its limited partner(s) has requested the inclusion of the following cure rights for its limited partner(s) as follows:

805.1 The limited partner in Developer shall have the right to cure any of the Developer’s defaults under this Agreement within the same time period and subject to the same terms and conditions as a cure by Developer.

805.2 The City shall use reasonable efforts to provide a copy of any notice of default given to the Developer concurrently to the limited partner at the address provided therefor in this Agreement, provided however, the failure to give such notice or for the limited partner to receive such notice shall not adversely affect the validity of the notice of default given to the Developer or extend the time for a cure of such default.

805.3 In the event the Developer and the limited partner exercise or attempt to exercise any such cure, the City shall (i) have the right in its sole discretion to accept the cure in whole or part of either the Developer or the limited partner (as well as any additional cures if a given cure is incomplete), (ii) the City’s rights under this Agreement or any other City VH Loan Documents, shall not be waived, impaired or delayed by any disagreement, litigation or other conflict between the Developer, its limited partner and any other managers or partners, including but not limited to City’s right to commence and prosecute a foreclosure on its collateral, (iii) all costs and expenses and any additional costs or expenses incurred by the City arising from the provisions of this section shall be an expense of the Developer, however the City may require the limited partner to pay costs incurred by the City arising from a cure prosecuted by the limited partner, and at City’s sole discretion any or all of such costs may be added to the outstanding loan amount, and (iv) the City shall have no liability whatsoever to the Developer or the limited partner or any manager or other partner of the Developer arising from the exercise of City’s rights under this section and the Developer, the limited partner and any other manager or general partners hereby jointly and severally indemnify, agree to defend (with counsel acceptable to the City) and hold the City harmless from any claim, cost, expense or other liability arising from this section. The City may extend the cure period for any default in its sole discretion and without prior notice to the Developer or the limited partner and the City shall have no liability to any party on account of such extension.

806. Joint and Several Liability. If, at any time during the Term of this Agreement, the Developer comprises more than one person or entity, all such persons and entities shall be jointly and severally liable for performance of every obligation of the Developer under this Agreement without offset or deduction or allocation of liability and any right of subrogation among such HOME VH Loan

persons or entities shall be suspended unless and until the City has been paid in full for all amounts related to this Agreement and all obligations of the Developer have been performed. It is not the intent of this provision that if the Developer is an entity such as a limited partnership or limited liability company that each of the constituent limited partners or members shall be liable under this provision.

900. MISCELLANEOUS PROVISIONS

901. Condemnation and Risk of Loss Prior to Close of Escrow. If prior to the Close of Escrow any condemnation or eminent domain proceeding or proceeding in lieu of condemnation (each a "Condemnation Proceeding") affecting the Site is commenced for which the City receives notice, the City shall promptly notify the Developer. Both the Developer and the City shall have a right at the sole option of either of them, to terminate this Agreement by giving thirty (30) days written notice to the other Party; provided, however, that the City shall have no such terminate right if the Condemnation Proceeding would not, in Developer's reasonable opinion, have a negative material impact on the VH Housing Project and the Family Housing Development, and Developer does not elect to terminate this Agreement as provided herein. If this Agreement is so terminated neither Party shall have any further right, duty or obligation to the other Party which arises under this Agreement. In the event of the occurrence of a personal injury or casualty loss to property arising on the Site prior to the Close of Escrow, the City shall be responsible for such loss unless such a loss was caused by the Developer or results from the presence of the Developer or any of its consultants.

902. Conflict of Interest. No official or employee of the City shall have any personal interest, direct or indirect, in this Agreement or any other City VH Loan Document, nor shall any official or employee of the City participate in any decision relating to this Agreement or any other City VH Loan Document which affects such official's or employee's pecuniary interest in any corporation, partnership or association in which such official or employee is directly or indirectly interested. The Developer shall within not less than ten (10) days after learning of any such conflict of interest or facts which reasonably indicate that a conflict of interest may exist, notify the City.

903. No Personal Liability of City Officials. No official or employee of the City shall be personally liable in the event of termination or a default under this Agreement or under any of the City VH Loan Documents.

904. Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated without the prior written consent of the parties hereto; provided however, that the City has the option, under its sole discretion, to terminate this Agreement if the Developer does not obtain all financing commitments necessary for the construction and permanent financing of the VH Housing Project that the Parties agree is necessary for Closing to occur by no later than the Outside Closing Date as set forth in Section 202.4.

905. Execution of Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same document. The submission of this Agreement, any of the other City VH Loan Documents to the Developer for review or signature does not constitute a commitment by the City to make the City VH Loans to the Developer, and the City VH Loan Documents shall have no binding force or effect unless and until they are executed and delivered by and between the Developer and the City and all of the other conditions set forth in this Agreement with regard to the effectiveness of this Agreement have been satisfied.

906. Notices. All notices, demands, requests, elections, approvals, disapprovals, consents or other communications given under this Agreement shall be in writing and shall be given by personal delivery, facsimile, certified mail (return receipt requested), or overnight guaranteed delivery service and addressed or faxed as follows:

If to City: City of El Monte
City Hall – East
11333 Valley Boulevard
El Monte, California 91731
Attn: City Manager

With a copy to: Office of the City Attorney
City of El Monte
City Hall – West
11333 Valley Boulevard
El Monte, California 91731
Attn: City Attorney

If to Developer: c/o Cesar Chavez Foundation
P.O. Box 62
29700 Woodford-Tehachapi Road
Keen, CA 93531
Attn: Paul S. Park

With a copy to: Lubin Olson & Niewiadomski LLP
Transamerica Pyramid
600 Montgomery Street, 14th Floor
San Francisco, California 94111
Attn: Charles R. Olson and
Elizabeth S. Anderson

If to Limited Partner: Hudson El Monte 4% LP
c/o Hudson Housing Capital LLC
630 Fifth Avenue, 28th Floor
New York, New York 10111
Attention: Joseph A. Macari

With a copy to: Bocarsly Emden Cowan Esmail & Arndt LLP
7700 Old Georgetown Road, Suite 600
Bethesda, Maryland 20814
Attention: Craig A. Emden

Notices shall be effective upon receipt, if given by personal delivery; upon receipt, if such notice is transmitted by FAX, provided there is written confirmation of receipt (except that if received after 5 p.m., a FAXED notice shall be deemed received on the next business day); the earlier of (i) three (3) business days after deposit with First Class United States Mail, or (ii) the date of actual receipt as evidenced by the return receipt, if delivered by certified mail; and one (1) day after deposit with the delivery service, if delivered by overnight guaranteed delivery service. Each party shall promptly notify the other party of any change(s) of address or fax to which notice shall HOME VH Loan

be sent pursuant to this Agreement.

907. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement will in no way affect any other provision.

908. Interpretation. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the paragraphs of this Agreement are for convenience only and do not define or limit any terms or provisions. Time is of the essence in the performance of this Agreement by the Developer. Each Party has been represented by counsel in the negotiation and preparation of this Agreement, and it shall not be interpreted in favor of or against any Party on account of relative responsibilities in drafting. As used in this Agreement, the word “includes or “including” means including without limitation, the word “or” is not exclusive and the words “herein,” “hereof,” “hereto” and hereunder refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (i) to articles, paragraphs, sections and exhibits mean the articles, paragraphs, sections and exhibits which are part of this Agreement, (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and by this Agreement and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto. This Agreement is made solely for the benefit of the City and the Developer and their respective permitted successors and assigns, and no other person or entity shall have or acquire any rights under this Agreement unless expressly stated to the contrary in this Agreement. Notwithstanding any other provision of this Agreement, nothing herein or in any of the City VH Notes shall be deemed to require the Developer to pay interest in excess of any applicable usury law or other legal limitation on interest, and the terms hereof and of each of the City VH Notes shall be interpreted to require in each instance the lesser of (i) the amount stated in the City VH Note; and (ii) the maximum applicable legal limit.

909. No Waiver; Consents. Any waiver by the City must be in writing and will not be construed as a continuing waiver. No waiver will be implied from any delay or failure by the City to take action on account of any default of the Developer. Consent by the City to any act or omission by the Developer will not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for the City’s consent to be obtained in any future or other instance.

910. Governing Law. This Agreement shall be governed by the laws of the State of California.

911. Representations, Warranties and Additional Covenants of the Developer. The Developer hereby represents, warrants and covenants to the City that:

911.1 The Developer is a legal entity duly formed, qualified to operate in California and validly existing and in good standing in the State of California, and has all requisite power and authority to enter into and perform its obligations under this Agreement, the City VH Notes, the City VH Deeds of Trust, the HOME VH Regulatory Agreement, and all other City VH Loan Documents.

911.2 This Agreement, and when executed by the Developer in final form the City VH Notes, the City VH Deeds of Trust, the HOME VH Regulatory Agreement, and all other City VH Loan Documents constitute the legal, valid and binding obligation of the Developer, without joinder of any other party.

911.3 The execution, delivery and performance of this Agreement and all other City VH Loan Documents is consistent with the operating agreement, partnership agreement, or articles and bylaws governing the Developer, and have been duly authorized by all necessary action of the Developer's members, partners, directors, officers and shareholders.

911.4 This Agreement and all other City VH Loan Documents, will, as of the date of their execution, have been duly and validly executed by the Developer.

911.5 The Developer will obtain and maintain all material licenses, permits, certificates of occupancy, consents and approvals required by all applicable governmental authorities to own and operate the VH Housing Project.

911.6 There are no suits, other proceedings or investigations pending or threatened against, or affecting the business or the properties of the Developer or any constituent partners or members or shareholders (other than those as have been previously disclosed in writing to the City) which could impair its ability to perform its obligations under this Agreement, nor is the Developer or any constituent partners or members or shareholders in violation of any laws or ordinances which could impair the Developer's ability to perform its obligations under this Agreement or any other City VH Loan Document.

911.7 There are no facts in existence as of the Effective Date which would, with the giving of notice or the lapse of time, or both, constitute an Event of Default, as described in Section 800.

911.8 The execution and delivery of this Agreement, the City VH Notes and each of the other City VH Loan Documents, and the performances thereunder by the Developer, will not constitute a breach of or default under any instrument or agreement to which the Developer may be a party nor will the same constitute a breach of or violate any law or governmental regulation. As of the Effective Date, to the Best Knowledge of the Developer, there is no pending legal violations pertaining to the VH Housing Project, the Site or the Developer.

911.9 Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the Parties or between the successor or assigns of one Party and the other Party.

911.10 The Developer is not under common ownership or is otherwise affiliated with any Lender who is providing any part of the VH Housing Project Financing.

910.11 All information and materials provided by the Developer or its representatives to the City as relates to the Housing Project at any time prior to the Effective Date is true and complete and does not omit to state any material facts. There has been no material adverse change in the conditions or circumstances with regard to such information and materials and the Housing Project, including, the financial feasibility of the VH Housing Project, the Site conditions, other factors as of the Effective Date which may affect the timeliness of the completion of the Housing Project, its costs, legal requirements applicable to the Housing Project and its construction or the projected vacancy absorption.

912. Patriot Act Compliance. To the Best Knowledge of the Developer and the City, each represents to the other that it is (i) in compliance with the regulations of the Office of Foreign HOME VH Loan

Assets Control (“OFAC”) of the U.S. Department of Treasury and any statute, executive order, or regulation relating thereto (collectively, the “OFAC Rules”), (ii) not listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation, and (iii) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules. This Section 912 shall not apply to any person or entity to the extent that such person’s or entity’s interest in the Developer is through a U.S. Publicly-Traded entity. As used in this Agreement, “U.S. Publicly-Traded Entity” means an entity whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly-owned subsidiary of such entity.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as evidenced by the signatures of the authorized members or officers of each of them which appear below.

DEVELOPER

El Monte Metro Veteran Housing, LP
a California limited liability company

By: Vista Del Monte Affordable Housing, Inc.,
a California nonprofit public benefit
corporation,
Its Sole Member

By: _____
Paul S. Park, Secretary

Date: _____, 2020

CITY

City of El Monte, a municipal corporation

Date: _____, 2020

By: _____
Alma K. Martinez
City Manager

APPROVED AS TO FORM:

City Attorney

EFFECTIVE DATE IS: _____, 2020

ATTACHMENT NO. 1
SITE LEGAL DESCRIPTION

ATTACHMENT NO. 2

Reserved

ATTACHMENT NO. 3**SCHEDULE OF PERFORMANCE**

Site Control	March 2018
LA CDC / HACoLA NOFA 24A Application	October 2018
LA CDC / HACoLA NOFA 24A Award	January 2019
Kickoff of Preliminary Site Plan Submittal	February 2019
Kickoff Consultant for Environmental Assessment: CEQA / NEPA	March 2019
Receive CEQA/NEPA Approvals	June 2019
Planning Commission Approval of Site Plan Submittal and Development Project Approvals	June 2019
Kickoff Final Engineering of the Temporary Bus Trolley Relocation Site	July 2019
Open Escrow	
Order Title Report	
9% State TCAC 2 nd Round Application Deadline	July 2019
9% State TCAC 2 nd Round Project Rankings	July 2019
Kick off Construction Documents	August 2020
9% State TCAC 2 nd Round Application Funding Awards	September 2019
Receive Approval of Temporary Bus Trolley Relocation Site	September 2019
Plan Check- Construction Documents Submittal	October 2019
Construction Completion of Trolley Station Work	November 2019
Plan Check- Construction Documents Approval	December 2019
Estimated Construction Loan Closing [Close of Escrow]	February 2020
Estimated Readiness Deadline [Required Construction Close]	March 2020
Outside Closing Date	As defined in Section 202.4
Construction Completion	January 2022
Conversion	August 2022

ATTACHMENT NO. 4

FORM OF CITY VH LOAN NOTE

GENERAL FORM OF

**VH SITE MORTGAGE NOTE (PROP "A"/PROP "C"/CDBG
AND
HOME VH DEVELOPMENT PROJECT LOAN PROMISSORY NOTE**

(EL MONTE METRO VETERAN HOUSING, LP)

EDITOR'S NOTE: THE FINAL FORM OF EACH CITY VH NOTE AS SHALL BE EXECUTED BY THE MAKER AND DELIVERED TO THE CITY AT THE TIME OF THE CLOSE OF ESCROW AS PROVIDED IN THE AMENDED AND RESTATED DISPOSITION, DEVELOPMENT AND AFFORDABLE RENTAL HOUSING LOAN AGREEMENT (VETERANS NORTH) DATED AS OF FEBRUARY 4, 2020 IS SUBJECT TO EDITS PRIOR TO SUCH ESCROW CLOSING AS ACCEPTABLE TO THE CITY

[\$[Initial Principal Amount of Note]

[Date of Close of Escrow]

[VH Site Mortgage Note]

and

[HOME VH Development Project Loan Promissory Note]

For value received, the undersigned, El Monte Metro Veteran Housing, LP, a California limited liability company or its permitted assignee ("Borrower") whose principal address is set forth herein below, promises to pay to the order of the City of El Monte, a municipal corporation (the "City") at 11333 Valley Boulevard, El Monte, California 91731 (or to such designee and/or at such other address as the City may from time to time designate in writing), the principal sum of _____ **DOLLARS** (\$_____) (as amended, modified, supplemented, and replaced from time to time, collectively, the "HOME VH Loan") [EDITOR'S NOTE: HERE AND HEREINAFTER, OR THE VH SITE MORTGAGE NOTE (PROP "A"/PROP "C"/CDBG), AS APPLICABLE], plus accrued and unpaid interest as provided herein below, and all other charges due hereunder, in accordance with the terms and conditions of that certain agreement entitled "2020 City of El Monte Disposition Development and Affordable Rental Housing Loan Agreement," dated as of February 4, 2020 for reference purposes only, by and between Borrower and the City (as amended, modified, and supplemented, and replaced from time to time, collectively, the "City DDA and Loan Agreement"), and the terms and conditions of this HOME VH Note (as amended, modified, and supplemented, and replaced from time to time, collectively, this "Note II"). As set forth in greater detail in the City DDA and Loan Agreement and the other City VH Loan Documents, the purpose of the HOME VH Loan is to provide Borrower with financing to construct and improve an affordable rental housing development project ("VH Housing Project" or the "El Monte Metro Veteran Housing Project") on a site (the "Site") as more particularly described in the City DDA and Loan Agreement.

This Note II is referred to in the City DDA and Loan Agreement as the "HOME VH Note."

Unless otherwise defined in this Note II, all initially-capitalized terms used herein without definition shall have the meanings given such terms in the City DDA and Loan Agreement and the City VH Loan Documents. In addition, certain terms as used in this Note II shall have the particular meaning as ascribed to such term as set forth in the separate loan agreement affecting the Site and the VH Housing Project by and between the Borrower and the Community Development Commission of the County of Los Angeles, dated as of _____, 2020 (the "CDCCLA Loan Agreement").

1. Interest.

1.1 Basic Interest. Except as provided in Section 1.4 below, the disbursed and unpaid principal balance of the HOME VH Loan shall bear interest commencing on the date on which the HOME VH Loan proceeds are first disbursed for the account of Borrower, and ending on the date paid, at the rate of three percent (3%) per annum, simple interest (“Basic Rate”). Interest shall be computed on the basis of actual number of days elapsed and a 360-day year.

1.2 Maturity Date, Payment Dates and Amounts.

1.2.1 The term “Maturity Date” when used in this Note II means and refers to the date fifty seven (57) years following the date of this Note II which appears in the upper right hand corner of page 1 of this Note II. The HOME VH Loan is not amortized. Interest will accrue on the funded balance of Note II from the date of each such advance of principal until Note II is paid in full, and if not paid prior to the Maturity Date, a balloon payment under this Note II will be required on the Maturity Date.

Except as otherwise provided in this Note II, Borrower shall repay the HOME VH Loan, together with accrued interest at the Basic Rate in arrears, in annual installments on June 1st of each year, for the operating year of the VH Housing Project that is two (2) years earlier. The initial payment for this Note II will be made on or before [June 1, 2024] and will be based on Residual Receipts, as defined herein, for the 2022 Housing Project operating year ending on December 31, 2022. Annually, upon the receipt of the VH Housing Project’s “Single-Asset Audit,” as this term defined at Section 409.4 of the City DDA and Loan Agreement, the City shall calculate the Residual Receipts and corresponding HOME VH Loan payment under this Note II. Residual Receipts available for payments due under this Note shall be the amount remaining after payment of 100% of the deferred developer fee to the Developer pursuant to Section 403 of the City DDA and Loan Agreement. The City will then issue a written payment request to the Borrower and payment is due from the Borrower upon receipt of the payment request and no later than June 1st. [DRAFTING NOTE: ALL DATES IN THIS SECTION TO BE FINALIZED PRIOR TO CLOSING]

The City shall allocate each payment by the Borrower of Residual Receipts among this Note II and two (2) other separate City Notes as set forth in the City DDA and Loan Agreement as follows: [DRAFTING NOTE: ADJUST THE FOLLOWING PROVISIONS FOR CITY VH NOTES]

- (i) first to pay interest and principal under the “VH Site Mortgage Note (Prop A/Prop C/CDBG)”, and when the VH Site Purchase Mortgage Note (Prop A/Prop C/CDBG) has been paid in full then;
- (ii) to pay this Note II.

Until such time as the VH Site Mortgage Note (Prop A/Prop C/CDBG) has been paid in full, payment of Residual Receipts on this Note II shall be deferred each year, and from and after the time when the VH Site Mortgage Note (Prop A/Prop C/CDBG) has been paid in full, payments of Residual Receipts on Note II shall first be applied to accrued and unpaid interest and then to the principal balance under this Note II. Absent prepayment or acceleration, each of the annual payments due [June 1, 2024] through and including [June 1, 2076] shall be in an amount equal to not less than _____ percent (____%) of Residual Receipts (as defined herein) for the VH Housing Project operating year that is two (2) years earlier. The balance of the Residual Receipts shall be allocated as follows: Borrower – fifty percent (50.0%), and Community Development Commission of the County of Los Angeles – _____ percent (____%), subject to the provisions of the next paragraph.

When the obligation payable to the Community Development Commission of the County of Los Angeles under the CDCCLA Loan Agreement has been paid in full under the terms of the CDCCLA Loan Agreement, prior to the Maturity Date of this Note II, the percentage of Residual Receipts reserved to the CDCCLA (e.g. ___% of Residual Receipts), shall be reallocated to the City for payment of any accrued unpaid interest and principal under this Note II, and accordingly, the annual payments to the City due under this Note II following the payment in full to the CDCCLA, but prior to the Maturity Date of this Note II, shall be increased to Fifty percent 50% of Residual Receipts.

In no event shall any HOME VH Loan payment attributable to an Event of Default (as hereafter defined) or acceleration be deferred.

Notwithstanding any other provision of this Note II, unless due sooner, the entire outstanding principal balance of the HOME VH Loan, together with any outstanding interest and any other sums payable under this Note II shall be due and payable in full on the "Maturity Date" which is fifty-seven (57) years following the date of this Note II. This Note II shall bear the date, as set forth in the upper right-hand corner of Page 1 of this Note II, on which the "Escrow" as this term is defined in the City DDA and Loan Agreement, was closed.

1.2.2 Deferred Developer Fee.

(a) The "Deferred Developer Fee" is defined as the amount of developer fee deferred for payment following completion of the improvement of the VH Housing Project as provided in the City DDA and Loan Agreement. The original amount of Deferred Developer Fee is shown in the VH Housing Project Escrow Closing Allonge which is attached to this Note II as Exhibit "A." Concurrently upon the recordation by the City of the Certificate of Completion for the VH Housing Project as provided in the City DDA and Loan Agreement, the amount of the Deferred Developer Fee shall be adjusted to reflect the actual amount of such developer fee as deferred through the date of the final cost certificate for the VH Housing Project and the final amount of the applicable state and federal low-income housing tax credit which the Borrower is then eligible to claim for the VH Housing Project. The amount of any such adjustment to the Deferred Developer Fee shall be noted by the City in the Certificate of Completion.

(b) For the first ten (10) years of VH Housing Project operation, or a shorter period of time if the Deferred Developer Fee is paid in full in less than ten (10) years, Borrower shall make payments of the Residual Receipts allocated to the Borrower in Section 1.2.1 of this Note II towards the Deferred Developer Fee. At the end of year ten (10), if the Deferral Developer Fee has not been paid in full, Borrower will provide for full pay-off of the remaining Deferral Developer Fee balance.

(c) The payment of interest on the Deferred Developer Fee is not allowed, unless it is paid out of Borrower's share of Residual Receipts which is not allocated to the City or the CDCCLA, as applicable .

1.3 Calculation of Residual Receipts. On or before June 1st of the year following the commencement of VH Housing Project operations and on or before each subsequent June 1st thereafter, Borrower shall provide to the City a Single-Asset Audit, for the City's annual Residual Receipts calculation. Borrower shall also provide, for inspection and copying, any records, receipts, account books, ledgers, checks, or other documents or other evidence requested by the City for the purpose of calculating Residual Receipts.

1.4 Default Rate. Any amounts (including but not limited to amounts of principal and interest on the HOME VH Loan) which Borrower does not pay when due under the terms of the City

DDA and Loan Agreement or this Note II shall bear interest at the rate of ten percent (10%) per annum, simple interest ("Default Rate"), from the date due until the date paid.

1.5 Definition of Residual Receipts. [DRAFTING NOTE: PER LOAN AGREEMENT, ALL DEFINITIONS SUBJECT TO REVISIONS FOR CONFORMANCE WITH OTHER PROJECT FINANCING DOCUMENTS]

1.5.1 "Residual Receipts" shall mean, with respect to each operating year of the VH Housing Project, the amount by which Gross Rents, as defined herein, for such operating year exceed the Operating Expenses, as defined herein, for that operating year; except that, any rent generated by or any expense incurred by Borrower from any commercial space/non-residential commercial activity on the Site shall be excluded from Gross Rents, Operating Expense or any other portion of the Residual Receipts calculation.

1.5.2 With the exception of the "Excluded Items" (as defined below), "Gross Rents" shall mean, with respect to each operating year or portion thereof, all gross income, rentals, revenues, payments and consideration, of whatever form or nature, whether direct or indirect, received by or paid to or for the account or benefit of Borrower or any "Affiliate" (as defined below) of Borrower or any of their agents or employees, from any and all sources, resulting from or attributable to the ownership, operation, leasing and occupancy of the VH Housing Project, determined on the basis of generally accepted accounting principles applied on a consistent basis, and shall include, but not be limited to:

(i) gross rentals paid by tenants of the VH Housing Project under occupancy leases and payments and subsidies of whatever nature, including without limitation any payments, vouchers or subsidies from the United States Department of Housing and Urban Development (HUD) or any other person or organization, received on behalf of tenants under occupancy leases;

(ii) amounts paid to Borrower or any Affiliate of Borrower on account of Operating Expenses (as defined herein) for further disbursement by Borrower or such Affiliate to a third party or parties;

(iii) late charges and interest paid on rentals;

(iv) rents and receipts from licenses, concessions, vending machines, coin laundry and similar sources;

(v) other fees, charges or payments not denominated as rental but payable to Borrower in connection with the residential use and occupancy of the VH Housing Project; and

(vi) consideration received in whole or in part for the cancellation, modification, extension or renewal of occupancy leases and amounts collected under judgement entered in unlawful detainer proceedings affecting any dwelling unit in the VH Housing Project.

The term "Affiliate" shall mean any person or entity directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with Borrower which, if Borrower is a partnership or limited liability company, shall include each of the constituent members or partners, respectively, thereof. The term "control" as used in the immediately preceding sentence, means, with respect to a person that is a corporation, the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the shares of the controlled corporation, and, with respect to a person that is not a corporation, possession directly or indirectly of the power to direct or cause the direction of the management or policies of the controlled person. Notwithstanding the foregoing, Gross Rents shall not include the following items ("Excluded Items"):

(aa) security deposits from tenants (except when applied by Borrower to rent or other amounts owing by tenants);

(bb) capital contributions to Borrower or its members, partners or shareholders by its or their members, partners or shareholders;

(cc) condemnation or insurance proceeds constituting "Net Proceeds" as defined in Section 1.6 below;

(dd) funds received from any source actually and directly used for acquisition and construction of the VH Housing Project; and

(ee) interest earned on all required VH Housing Project Reserve Accounts.

1.5.3 "Operating Expenses" shall mean, with respect to each operating year or portion thereof, the sum of the following expenses to the extent reasonably paid by Borrower during such period:

(i) nonelective payments made with respect to the Senior Financing;

(ii) all taxes and assessments imposed upon the VH Housing Project and required to be paid by Borrower but only to the extent such taxes and assessments are paid or set aside as a reserve by Borrower during such operating year;

(iii) all amounts paid or set aside as a reserve by Borrower on account of insurance premiums for insurance carried in connection with the VH Housing Project, provided that if insurance on the VH Housing Project is maintained as part of a blanket policy covering the VH Housing Project and other properties, the insurance premium included in this definition shall be the portion of the premium for such a blanket policy of insurance fairly allocable to the VH Housing Project for the period;

(iv) ownership and operating costs incurred by Borrower for the management, operation, cleaning, leasing, marketing, maintenance and repair of the VH Housing Project (including without limitation, property management fees and administrative fees) properly chargeable against income according to generally accepted accounting principles, including without limitation wages, payroll and accounting costs, utility and heating charges, material costs, maintenance costs, costs of services, water and sewer charges, travel expenses allocable to the VH Housing Project, and if applicable, other cost as specifically noted in the Escrow Closing Final VH Housing Project Budget, if any, which reference this Section 1.5.3, plus annual escalations of three percent (3%), and license fees and business taxes; provided, however, that (A) the amount included as property management fees in Operating Expenses shall collectively not exceed an amount per unit per month for the VH Housing Project for such period as shown in the Escrow Closing Final VH Housing Project, all or a portion of each of which may be paid to Borrower and/or an Affiliate of Borrower, (B) such property management fee shall only be paid on the basis of supporting documentation reasonably acceptable to the City, and shall be paid after the payment of all other Operating Expenses, (C) partnership management fees and other fees payable to a partner in a tax credit limited partnership shall only be considered Operating Expenses to the extent they do not exceed an amount as shown in the Escrow Closing Final VH Housing Project Budget in any year, and (D) total ownership and operating costs (A) plus (B) plus (C) above, do not exceed industry standards as approved by the City;

(v) deposits into reserves (as identified in Section 1.5.5(a) below); and

(vi) to the extent not otherwise included in Operating Expenses, amounts paid from any account as a reserve account for the purpose for which such reserve was created so long as such purpose would constitute an Operating Expense.

1.5.4 Notwithstanding any provision of Section 1.5.3, the term "Operating Expenses" shall not include any of the following:

- (i) salaries of employees of Borrower or Borrower's general overhead expenses, or expenses, costs and fees paid to an Affiliate of Borrower, to the extent any of the foregoing exceed the expenses, costs or fees that would be payable in a bona fide arms' length transaction between unrelated parties in the Los Angeles-Orange County area for the same work or services;
- (ii) any amounts paid directly by a tenant of the VH Housing Project to a third party in connection with expenses which, if incurred by Borrower, would be Operating Expenses;
- (iii) optional or elective payments with respect to the Senior Financing;
- (iv) any payments with respect to Junior Financing, Other Financing, or any other VH Housing Project-related loan or financing other than the Senior Financing;
- (v) expenses, expenditures, and charges of any nature whatsoever arising or incurred by Borrower prior to completion of the VH Housing Project with respect to the development, maintenance and upkeep of the VH Housing Project, or any portion thereof, including, without limitation, all costs and expenses incurred by Borrower in connection with the acquisition of the Site, all predevelopment activities conducted by Borrower in connection with the VH Housing Project, including without limitation, the preparation of all plans and the performance of any tests, studies, investigations or other work, and the construction of the VH Housing Project and any on-site or off-site work in connection therewith;
- (vi) any amounts incurred arising from the negligence or misconduct of Borrower or its Affiliates;
- (vii) Any amount incurred arising from a default of Borrower under any of the City Loan Documents or any Senior Financing or any Junior Financing as noted in the Escrow Closing Final VH Housing Project Budget; or
- (viii) any amounts paid which are reimbursed from any other sources.

1.5.5 Reserves.

(a) Definitions.

(i) "Eligible Reserves" shall mean, with respect to each operating year of the VH Housing Project or portion thereof, Operating Reserves and Replacement Reserves, which meet the requirements set forth below:

- (A) Is either set forth in the Escrow Closing HOME VH Note Allonge or has been approved by the City after the Escrow

Closing following the City's receipt and approval of a written request ("Reserve Request") submitted to the City by the Borrower, which identifies:

- (1) the specific expenditure(s) sought to be reserved for;
- (2) the reasons why it is necessary to provide a reserve for the expenditure(s); and
- (3) each particular period, which shall in no event be for more than five (5) years from the date the City approves the Reserve Request (the "Reserve Period"), during which the funds sought to be reserved are to be expended; and

(B) The Eligible Reserves are segregated in a special account for Operating Reserves ("Operating Reserve Account") and/or Replacement Reserves ("Replacement Reserve Account"), as the case may be (either sometimes referred to as a "Reserve Account"), established with a financial institution or other duly licensed escrow agent mutually acceptable to the Borrower and the City ("Escrow Agent").

(ii) "Operating Reserves" shall mean:

(A) fund advances (as provided for in Section 1.5.5(e)), including accumulated interest paid on the balance in the Operating Reserve Account (as hereinafter defined), subject to the Operating Reserve Cap (as hereinafter defined), and

(B) actually set aside for:

- (1) taxes and assessments, as described in Section 1.5.3(ii);
- (2) insurance premiums, as described in Section 1.5.3(iii);
- (3) operation of the VH Housing Project as may, for reasons other than those described in this Subpart (a)(ii) of this Section 1.5.5, be required in connection with Senior Financing or by an investor limited partner; and
- (4) any other purpose which itself constitutes an Operating Expense.

(iii) "Replacement Reserve" shall mean funds reserved as provided for in Section 1.5.3(v), including accumulated interest paid on the balance in the Replacement Reserve Account (as hereinafter defined), and actually set aside for replacement of roofing, furniture, fixtures, equipment, and other capital expenditures, which reserves shall be in an annual amount as set forth in the Escrow Closing HOME VH Note Allonge or as established from time to time following the Escrow Closing by mutual agreement of the Borrower and the City.

(b) Payments of Replacement Reserves. The expenditure of any Eligible

HOME VH Loan

Reserve balances in excess of \$_____ shall not be released to Borrower out of a Reserve Account unless and until:

- (i) the Borrower has submitted to the City:
 - (A) a written disbursement request (“Disbursement Request”) seeking the release of funds out of the Reserve Account for the particular expenditure(s);
 - (B) supporting documentation establishing, in the City’s reasonable determination, that but for the release of the funds requested in the Disbursement Request, sufficient funds would not otherwise be available to the Borrower for the designated expenditure(s); and
- (ii) the City has approved in writing the Disbursement Request.

(c) Investment of Reserve Account Balances. Funds in any Reserve Account shall be deposited in a banking institution whose deposits are insured by an agency of the federal government. Borrower may invest funds in a Reserve Account in domestic bank certificates which are insured by an agency of the federal government; in direct obligations of the federal government; in federal government agencies with an AA rating or better; federally guaranteed agencies, or in repurchase agreements which are direct obligations of the federal government or federal agencies; or which are collateralized by federal government obligations; or in short-term commercial paper receiving the highest rating from Moody’s or from Standard and Poors. Borrower shall select the investment vehicles and maturities (not to exceed five years) on such investments so as to yield the maximum return, consistent with good business practice, including the need for available cash in the Reserve Account.

(d) Eligible Reserves Caps. Borrower shall not, without the prior written consent of the City, establish or maintain Operating Reserves for the VH Housing Project in excess of the Operating Reserve Cap amount as indicated in the Escrow Closing HOME VH Note Allonge plus accumulated interest thereon. The Operating Reserve Cap may be adjusted from time-to-time at the discretion of the City based on VH Housing Project operations.

1.5.6 Changes to Allowable Operating Expenses and Eligible Reserves. The City, at its sole discretion, may allow variances in the amount of Operating Expenses, noted in Section 1.5.3(iv) above, and the Eligible Reserve amounts, noted in Section 1.5.5 above, to amounts that are consistent with industry standards.

2. Acceleration.

Notwithstanding the payment terms set forth in Section I above, upon the occurrence of any uncured "Event of Default" as set forth in Section 801 of the City DDA and Loan Agreement, the entire outstanding principal balance of this Note II, together with any outstanding interest and other amounts payable hereunder, shall, at the election of the City and upon notice to Borrower thereof become immediately due and payable without presentment, demand, protest or other notices of any kind, all of which are hereby waived by Borrower.

3. Prepayment; Application of Payments.

At any time after the disbursement of the HOME VH Loan proceeds, Borrower may prepay all HOME VH Loan

or a portion of the unpaid principal amount of the HOME VH Loan and accrued interest and any other sums outstanding without penalty upon thirty (30) days prior notice. All payments, including any prepayments or funds received upon acceleration pursuant to Section 2 above, shall be applied first toward any outstanding costs of collection or other amounts (excluding HOME VH Loan principal or interest thereon) due under this Note II or the City DDA and Loan Agreement, then toward outstanding interest accrued at the Default Rate, if any, then toward outstanding interest accrued at the Basic Rate, if any, and finally toward the remaining principal balance under Note II. Borrower hereby agrees and understands that the prepayment of Note II shall not relieve Borrower of the duty to comply with the affordable rent and other affordable rental housing covenants of the Borrower as set forth in City Loan Documents and the City DDA and Loan Agreement.

4. Security and Source of Payment.

Borrower's obligations under this Note II and the City Loan Documents shall, at all times during which any amount remains outstanding, be secured by the deed of trust (as amended, modified, supplemented, and replaced from time to time, collectively, the "HOME Deed of Trust") of even date herewith, and of which the City is the beneficiary, recorded against Borrower's fee interest in the Site and the VH Housing Project (collectively, the "Property"). The security interest in the Property granted to the City pursuant to the HOME Deed of Trust shall be subordinate only to the Senior Financing and such other exceptions to title shown in the title report for the Property which are approved in writing by the City prior to the date of this Note II. Except to the extent any Event of Default hereunder results directly or indirectly from any willful misconduct, fraud or intentional misrepresentation by Borrower in connection with this Note II, the City DDA and Loan Agreement, the HOME VH Loan, or the other City Loan Documents, the HOME VH Loan is a nonrecourse obligation of Borrower payable solely from Residual Receipts and, in the event of the occurrence of an Event of Default, the City's only recourse under the HOME Deed of Trust shall be against the Property, the proceeds thereof, the rents and other income arising from its use and occupancy as provided in the HOME Deed of Trust, and any other collateral given to the City as security for repayment of the HOME VH Loan.

The security interest of the Los Angeles County Community Development Authority in the Property under the CDCCLA Loan Agreement shall be at parity with the security interest of the City in the Property under the HOME Deed of Trust. [NOTE: to be confirmed]

5. Obligation of Borrower Unconditional.

The obligation of Borrower to repay the HOME VH Loan and all accrued interest thereon and all other sums due thereunder shall be absolute and unconditional, and until such time as all of the outstanding principal of, interest on and all other sums due under, this Note II shall have been fully paid, Borrower agrees that it: (a) will use the funds solely for the purposes set forth herein; and (b) will not terminate or suspend any payment or obligations under this Note II, the City DDA and Loan Agreement, the other City Loan Documents or any other document executed hereunder or in connection herewith for any cause, including without limitation, any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, or any duty, liability or obligation arising out of or in connection with this Note II, the City DDA and Loan Agreement or any document executed hereunder or in connection herewith.

6. Purpose of HOME VH Loan.

The HOME VH Loan proceeds shall be used by Borrower only to provide financing to pay for the construction and improvement of the VH Housing Project on the Site, including the installation of off-site public infrastructure improvements associated with the VH Housing Project.

In no event shall Borrower use or otherwise invest the proceeds of the HOME VH Loan for any other purpose.

7. Covenants of Borrower.

As additional consideration for the making of the HOME VH Loan by the City, Borrower covenants as follows:

7.1 Compliance with City DDA and Loan Agreement, City Loan Documents and HOME Deed of Trust. Borrower shall comply with all of its obligations under the City DDA and Loan Agreement, the City Documents and the HOME Deed of Trust. Any amounts payable by Borrower under the City DDA and Loan Agreement or the HOME Deed of Trust (other than amounts also payable hereunder) shall be deemed added to the principal amount of the HOME VH Loan payable hereunder.

7.2 Other Loans. Borrower shall comply with all monetary and nonmonetary covenants associated with any other loan secured by an interest in the Property. Borrower shall provide to the City a copy of any notice of default within five (5) business days after receiving any notice of a default or alleged default of such covenants by Borrower, and Borrower shall promptly cure any such default and cooperate in permitting the City, to the extent the City in its sole discretion elects to do so, to cure or assist in curing the default. Any cost or expenditure incurred by the City in providing or assisting in such a cure shall be added to the outstanding principal amount of the HOME VH Loan.

7.3 Construction Requirements. During the course of improvement of the Property, Borrower shall comply with the construction requirements set forth in the City DDA and Loan Agreement including without limitation the HOME Program Regulations as set forth as Attachment No. 8 to the City DDA and Loan Agreement.

8. Assignment of this Note II.

Borrower's rights and obligations under this Note II shall be assignable by Borrower only if Borrower obtains the prior express written consent of the City, which consent may be withheld by City in its sole discretion. Notwithstanding anything to the contrary in this Note II, no purported assignment of this Note II and the HOME VH Loan shall be effective if such assignment would violate the terms, conditions and restrictions of any applicable Governmental Regulations. The City's consent to such assignment shall be expressly conditioned upon (i) the assignee's execution of such documents as required by the City in its sole discretion, including, without limitation, any and all documents deemed necessary by the City to provide for said assignee's assumption of all of the obligations of Borrower hereunder and under the City Loan Documents, and (ii) the City's approval of the financial and credit worthiness of such proposed assignee and the assignee's ability to perform all of the Borrower's covenants under this Note II and the City DDA and Loan Agreement and any of the other City Loan Documents. With respect to assignments which are accompanied by an allocation of state and/or federal low income housing tax credits, the City has pre-approved certain transfers as provided in Section 605 of the City DDA and Loan Agreement.

9. RESERVED.

10. RESERVED.

11. Conflict of Interest; No Individual Liability.

No official or employee of the City shall have any personal interest, direct or indirect, in this Note II or any other City Loan Document, nor shall any official or employee of the City participate in any decision relating to this Note II or any other City Loan Document which affects such official's or employee's pecuniary interest in any corporation, partnership or association in which such official or employee is directly or indirectly interested. No official or employee of the City shall be personally liable in the event of a breach of this Note II or any other City Loan Document by the City. Borrower shall within not less than ten (10) days after learning of any such conflict of interest or facts which reasonably indicate that a conflict of interest may exist, notify the City.

12. Amendments, Changes and Modifications.

This Note II may not be amended, changed, modified, or altered without the prior written consent of Borrower and the Holder.

13. Notices.

All notices, demands, requests, elections, approvals, disapprovals, consents or other communications given under this Note II shall be in writing and shall be given in compliance with the City DDA and Loan Agreement..

14. Severability.

The invalidity or unenforceability of any one or more provisions of this Note II will in no way affect any other provision.

15. Interpretation.

Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the paragraphs of this Note II are for convenience only and do not define or limit any terms or provisions. Time is of the essence in the performance of this Note II by Borrower. Each Party has been represented by counsel in the negotiation of this Note II, and it shall not be interpreted in favor of or against any Party on account of relative responsibilities in drafting. Notwithstanding any other provision of this Note II, nothing herein or in this Note II shall be deemed to require Borrower to pay interest in excess of the amount allowed by any applicable usury law or other legal limitation on interest, and the terms hereof and of this Note II shall be interpreted to require in each instance the lesser of (i) the amount stated in this Note; and (ii) the maximum applicable legal limit. Defined terms not otherwise defined herein shall have the meaning assigned to them by the City DDA and Loan Agreement.

16. No Waiver; Consents.

Any waiver by the City must be in writing and will not be construed as a continuing waiver. No waiver will be implied from any delay or failure by the City to take action on account of any default of Borrower. Consent by the City to any act or omission by Borrower will not be construed as consent to any other or subsequent act or omission or to waive the requirement for the City's consent to be obtained in any future or other instance.

17. Governing Law.

This Note II shall be governed by the laws of the State of California.

18. RESERVED.

19. Approvals.

19.1 Approvals By City. Except with respect to those matters set forth hereinabove providing for the City's approval, consent or determination to be at the City's "sole discretion" or "sole and absolute discretion," the City hereby agrees to act reasonably with regard to any approval, consent, or other determination given by the City hereunder. The City agrees to give Borrower written notice of its approval or disapproval following submission of items to the City for approval, including, in the case of any disapproved item, the reasons for such disapproval.

Any review or approval of any matter by the City or any City official or employee under this Note II shall be solely for the benefit of the City, and neither Borrower nor any other person shall rely upon such review or approval as an indication of the wisdom, soundness, safety, appropriateness, or presence or absence of any matter. Without limiting the generality of the foregoing, Borrower and not the City shall be solely responsible for assuring compliance with laws, the suitability of the Site for the VH Housing Project, the adequacy of the plans, and the safety of the VH Housing Project construction site, the completed VH Housing Project, and the operation thereof.

Any consent to a Transfer under Section 601 of the City DDA and Loan Agreement and any other consent or approval by the City under this Note II, the HOME Deed of Trust, the City DDA and Loan Agreement or any of the other documents executed in connection therewith, may be given by the City Manager of the City, unless the City Manager of the City in his or her sole discretion elects to refer the matter to governing board of the City.

19.2 Certain Approvals by CDCCLA Deemed Approved by the City. The approval by the CDCCLA of a matter referred in Section 1.5.5(a); 1.5.5(b) or 1.6 of this Note II following the date of this Note II under the corresponding provision of the CDCCLA Loan Agreement, if applicable, shall upon receipt of written notice to the City from the CDCCLA, be deemed approved by the City under this Note II; provided however that any such approval by the CDCCLA shall not modify the amount of Residual Receipts allocated to the City under this Note II.

20. Consent to Jurisdiction and Venue.

Borrower consents to, and by execution of this agreement submits to, the personal jurisdiction of all state and federal courts located in the State of California, in the County of Los Angeles, including the applicable United States District Court, for the purposes of any judicial proceedings which are instituted for the enforcement of or resolutions of any disagreements arising from this Note II or any other City Loan Document. Borrower agrees that such courts shall have the exclusive jurisdiction to resolve such actions and claims. Borrower agrees that venue is proper in any of such courts.

21. Waiver.

Borrower agrees that it will still be liable for repayment of this Note II, subject to the nonrecourse provision of Section 4 above, even if the holder hereof does not follow the procedures of presentment, protest, demand, diligence, notice of dishonor and of nonpayment, which requirements are hereby waived. Failure of the City or other holder hereof to exercise any right or remedy hereunder shall not constitute a waiver of any future or other default. No acceptance of a past due installment or

indulgence granted from time to time shall be construed to be a waiver of, or to preclude the exercise of, the right to insist upon prompt payment thereafter or to impose late charges retroactively or prospectively, or to waive or preclude the exercise of any other rights which the City may have.

[remainder of page intentionally left blank]

HOME VH Loan

IN WITNESS WHEREOF, Borrower has executed this Note II as of the date and year first above written

BORROWER:

El Monte Metro Veteran Housing, LP, a California
limited liability company
[or its assignee]

By: _____

EXHIBIT "A"

Escrow Closing HOME VH Note Allonge

[Allonge to be prepared by the City and attached to Note II by the Escrow Agent at the time of Closing]

This instrument is part of the Note II and is referenced to the Section 401.3 of the City DDA and Loan Agreement and Section 1.2.1 of Note II. This Escrow Closing HOME VH Note Allonge sets forth certain information as relates to the amounts of specific items or elements of VH Housing Project operating expenses which relate to the annual confirmation of the amount of Residual Receipt's for the Housing Project.

[City to insert specific text based upon final review of the Tax Credit Limited Partnership Agreement and the VH Housing Project Financing Documents as set forth at Section 401.3 of the City DDA and Loan Agreement]

BORROWER

El Monte Metro Veteran Housing, LP, a California limited liability company

Date: _____

By: _____

ACCEPTANCE OF ALLONGE BY CITY

Date: _____

By: _____
City Manager

HOME VH Loan

HOME VH Loan

ATTACHMENT NO. 5

FORM OF CITY VH LOAN DEED OF TRUST

HOME VH Loan

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of El Monte
City Hall -- West
11333 Valley Boulevard
El Monte, California 91731
Attn: Office of the City Attorney

[Space above this line for Recorder's use]

**2020
FORM OF EL MONTE
[HOME VH DEVELOPMENT PROJECT LOAN / CITY VH LOANS] DEED OF TRUST,
ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING
(El Monte Metro Veteran Housing Project)**

EDITOR'S NOTE:

THIS IS THE GENERAL FORM TO BE THE BASIS FOR TWO (2) SEPARATE DEEDS OF TRUST: (i) FOR SECURING THE VH SITE MORTGAGE NOTE (PROP "A"/PROP "C"/CDBG) AND (ii) FOR SECURING THE VH NOTE. THE FINAL FORM OF THE DEED OF TRUST FOR EACH SUCH CITY VH NOTE SHALL BE DELIVERED IN EXECUTED AND RECORDABLE FINAL FORM TO THE CITY AT THE TIME OF THE CLOSE OF ESCROW AS PROVIDED IN THE DISPOSITION DEVELOPMENT AND AFFORDABLE RENTAL HOUSING LOAN AGREEMENT (VETERANS NORTH), DATED AS OF JANUARY 28, 2020, SUBJECT TO EDITS PRIOR TO SUCH ESCROW CLOSING AS ACCEPTABLE TO THE CITY.

HOME VH Loan

2020
EL MONTE
HOME DEVELOPMENT PROJECT DEED OF TRUST,
ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING
(El Monte Metro Veteran Housing Project)

THIS 2020 EL MONTE HOME VH DEVELOPMENT PROJECT LOAN DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (hereinafter called the "Deed of Trust") is made and shall be effective as of _____, 2020 by [El Monte Metro Veteran Housing, LP, a California limited liability company or its permitted assignee] whose address is _____ (the "Grantor" or "Trustor" or "Developer"), as trustor, in trust to _____ Title Company, a _____, whose address is _____ (the "Trustee"), and for the benefit of the City of El Monte, a municipal corporation, whose address is 11333 Valley Boulevard, El Monte, California 91731 (hereinafter called "Beneficiary" or "City").

WITNESSETH

That Grantor does hereby irrevocably grant, bargain, sell and convey to the Trustee, in trust, with power of sale, all of Trustor's right, title and interest, now owned or hereafter acquired, in and to that certain real property having the address of _____, El Monte, California 91731, County of Los Angeles, State of California (the "Land"), which is more particularly described as follows:

See Exhibit "A" legal description of the Land as attached hereto and hereby incorporated herein by reference.

TOGETHER WITH any and all buildings, structures, improvements and fixtures now existing thereon or hereafter erected thereon (collectively, the "Improvements");

TOGETHER WITH all leases, rental agreements, use agreements, licenses, rents, issues, profits, royalties, income and other benefits (collectively, the "Rents") now or hereafter created, in connection with, derived or resulting from, or relating to, the Property (as hereinafter defined), subject to the right, power and authority hereinafter given to Grantor to collect and apply such Rents;

TOGETHER WITH all interest, estate or other claims, both in law and in equity, which Grantor now has or may hereafter acquire in the Property;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water and mineral rights and shares of stock evidencing the same (collectively, the "Easements");

TOGETHER WITH all right, title and interest of Grantor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Property (collectively, the "Rights of Way");

TOGETHER WITH all right, title and interest of Grantor in and to all tangible and intangible

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personal property (collectively, the "Personal Property") now or hereafter owned by Grantor and now or at any time hereafter located on or at the Property or used in connection therewith including, but not limited to, all goods, inventory, instruments, documents, chattel paper, agreements, vehicles, furniture, fixtures, attachments, appliances, machinery, equipment, kitchen equipment, stoves, grills, dishwashers, fixtures and trade fixtures, and all other equipment, wherever located, relating to or in connection with the Property, or as necessary for the operation of the Property or any business located and/or operated at the Property, and all building and land improvements located at and operated under the name of all of which property mentioned in this paragraph shall be deemed part of the realty and not severable wholly or in part without material injury to the freehold, and the proceeds and the products therefrom; and

TOGETHER WITH all the estate, interest, right, title, other claim or demands, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Grantor now has or may hereafter acquire in the Property, and any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of the Property (collectively, the Awards"); and

The Land, Improvements, Rents, Personal Property, Easements, Rights of Way, Awards and all other rights, titles, estate or interest of Trustor described above (whether now or hereafter acquired by Trustor) shall hereafter be referred to collectively as the "Property".

FOR THE PURPOSE OF SECURING:

1. Payment of indebtedness in favor of the Beneficiary arising under that certain agreement entitled "2020 City of El Monte Disposition Development and Affordable Rental Housing Loan Agreement (El Monte Metro El Monte Metro Veteran Housing Project) dated as of February 4, 2020, (the "City VH DDA and Loan Agreement") in the total principal amount of [] Dollars (\$) together with and including all interest thereon, evidenced by that certain HOME VH Development Project Loan Promissory Note, of even date herewith ("Note II"), executed by Grantor, which has been delivered to and is payable to the order of Beneficiary and which, by this reference, is made a part hereof, and any and all modifications, extensions and renewals thereof, with interest thereon payable in the manner provided for in Note II, if not sooner paid, due and payable at maturity. Note II evidences the indebtedness of Trustor to repay the City the portion of the development project financing for the "VH Housing Project" as this term is defined in the City VH DDA and Loan Agreement, which has been sourced by funds identified in the City VH DDA and Loan Agreement as the "HOME VH Loan".

2. Payment of all sums which may become due from Grantor, or advanced by Beneficiary or its successor, with interest thereon at the rate set forth in Note II, which include but are not limited to fire and other hazard insurance and taxes upon the real property herein described, according to the terms of this Deed of Trust; payment by the Grantor of all reasonable attorneys' fees and costs incurred by the Trustee or Beneficiary in foreclosing this Deed of Trust or realizing upon any of the collateral for the obligations which this Deed of Trust secures; payment by Grantor of all reasonable attorneys' fees and costs incurred by Trustee or Beneficiary in defending the priority or validity of this Deed of Trust or the title to the Property; payment by Grantor of all sums advanced by Beneficiary to or on behalf of Grantor for the purpose of clearing encumbrances or defects from the title to the Property described in this Deed of Trust where Beneficiary, in good faith, believes such encumbrances to be superior to the lien of the Deed of Trust (except for the "Senior Loan Documents" as this term is hereafter defined, which shall be superior in lien priority to the "City VH Loan Documents" as this term is hereafter defined), including, without limitation, payment of *ad valorem* taxes and mechanics'

HOME VH Loan

or materialmen's liens which may have gained priority over the lien of this Deed of Trust as to all or any part of the indebtedness secured hereby; payment by Grantor of all attorneys' fees and costs incurred by Trustee or Beneficiary in any bankruptcy proceedings or any reorganization or liquidation proceeding under the Bankruptcy Act affecting Grantor, this Deed of Trust, or the covenants of Grantor herein contained or incorporated herein by reference; and payment of all other sums advanced by Beneficiary to protect the Property, with interest thereon at the rate set forth in Note II.

3. Payment of all other sums, with interest thereon, which may hereafter be loaned to Grantor, its successors or assigns, by Beneficiary, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

4. The terms set for below shall have the following meaning where appearing in this Deed of Trust:

"HOME VH Regulatory Agreement". The term "HOME VH Regulatory Agreement" shall mean the HOME VH Regulatory Agreement and Affordable Rental Housing Development Declaration of Restrictive Covenants of even date herewith, executed by the City and by the Trustor/Developer.

"HOME VH Loan". The term "HOME VH Loan" means and refers to the \$_____ construction loan obligation of the Grantor, described in the City VH DDA and Loan Agreement.

"City VH Loan Documents". The term "City VH Loan Documents" shall collectively mean and refer to this Deed of Trust, Note II and all other instruments, documents or agreements executed by Grantor including Note I, Note II and the HOME VH Regulatory Agreement to evidence or to further secure the payment and the performance of any obligation secured hereby, or individually as a "City VH Loan Document."

"Note II". The term "Note II" means and refers to the promissory note which evidences the HOME VH Loan and is secured by this Deed of Trust.

"Other Secondary Loans". The term "Other Secondary Loans" shall mean and refer collectively to the loans to the Trustor from each of the following entities:

[INSERT TEXT AS APPLICABLE]

"Senior Loan". The term "Senior Loan" shall mean **[INSERT TEXT AS APPLICABLE]**.

"Senior Loan Documents". The term "Senior Loan Documents" shall mean the senior loan note (the "Senior Loan Note") of _____, the senior loan deed of trust (the "Senior Loan Deed of Trust") of _____, and all other instruments, documents and agreements evidencing, securing, guaranteeing and/or relating to the Senior Loan and, if applicable, the instruments, documents and agreements evidencing, securing and or relating to the **[INSERT TEXT FOR THE PERMANENT SENIOR LOAN AS APPLICABLE]**.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

HOME VH Loan

ARTICLE I COVENANTS AND AGREEMENTS OF GRANTOR

Grantor hereby covenants and agrees:

1.1. Warranties of Title and Authority. Grantor hereby represents and warrants to Beneficiary as follows: that Grantor is a _____ duly organized and validly existing in good standing under the laws of the State of California, with full right, power and authority to execute, enter into and deliver this Deed of Trust, and to perform all of its obligations hereunder; that it has good and marketable title to the Land and Improvements free and clear of any and all liens, claims, encumbrances, restrictions, encroachments and interest whatsoever in favor of any third party except as may be expressly agreed to by Beneficiary and as described in the lender's title insurance policy; and that any and all obligations it may have incurred in connection with the Property are current and without default.

1.2. Payment of Secured Obligations. To pay when due the principal of, and the interest on, the indebtedness evidenced by Note II; charges, fees and all other sums as provided in the City VH Loan Documents; and the principal of, and interest on any future advances secured by this Deed of Trust.

1.3. Construction, Maintenance, Repair, Alterations. To complete promptly and in a good and workmanlike manner the building or other improvement which shall be constructed on the Property and promptly restore in like manner any Improvement which may be damaged or destroyed thereon; to keep the Property in good condition and repair and once the improvement of the VH Housing Project has been completed, not to remove, demolish, or substantially alter (except such alterations as may be required by laws, ordinances or regulations) any of the Improvements; to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions now or hereafter affecting the Property or any part thereof; not to commit or permit any waste or deterioration of the Property; to keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair; to comply with the provisions of any lease and/or rental agreement in connection with the Property; not to commit, suffer nor permit any act to be done in or upon the Property in violation of any law, ordinance or regulation.

1.4. Sums Advanced. Grantor shall immediately use and apply the proceeds of Note II as disbursed by the Beneficiary to the Grantor to reimburse the Beneficiary for the actual and reasonable costs paid by the Trustee for enforcement of this Agreement in connection with the construction and improvement of the VH Housing Project. Until so repaid, all such sums and all other sums payable to Beneficiary or Trustee by the City shall be added to, and become a part of, the indebtedness secured by this Deed of Trust and bear interest from the date of advancement or payment by the Beneficiary at the same rate as provided in Note II. All sums advanced by the Beneficiary under this Deed of Trust or Note II or the other City VH Loan Documents, whether or not required to be advanced by the Beneficiary under the terms thereof, shall conclusively be deemed to be mandatory advances required to preserve and protect this Deed of Trust and Beneficiary's security for the performance of the Grantor's obligations hereunder and repayment of the indebtedness secured hereby, and shall be secured by this Deed of Trust to the same extent and with the same priority as the principal and interest payable under Note II.

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1.5. Required Insurance. At all times to provide, maintain and keep in force, or cause to be provided, maintained and kept in force at its sole cost and expense, insurance coverage in favor of the Property and the Beneficiary as required by the City VH DDA and Loan Agreement.

1.6. Reserved.

1.7. Assignment of Policies Upon Foreclosure. In the event of foreclosure of this Deed of Trust or other transfer of title or assignment of the Property in extinguishment, in whole or in part, of the debt secured hereby, all right, title and interest of Grantor in and to all policies of insurance required by Section 1.6 shall inure to the benefit of and pass to the successor in interest to Grantor or the purchaser or grantee of the Property.

1.8. Indemnification; Subrogation; Waiver of Offset.

(a) If Beneficiary is made a party defendant to any litigation concerning this Deed of Trust or the Property or any part thereof or interest therein on or after the date on which Grantor acquires the Property in fee, or the design construction use or occupancy thereof by Grantor, then Grantor shall indemnify, defend and hold Beneficiary harmless from all liability by reason of said litigation, including reasonable attorneys' fees and expenses incurred by Beneficiary in any such litigation, whether or not any such litigation is prosecuted to judgment. If Beneficiary commences an action against Grantor to enforce any of the terms hereof or because of the breach by Grantor of any of the terms hereof or for the recovery of any sum secured hereby, Grantor shall pay to Beneficiary reasonable attorneys' fees and expenses, and such fees and expenses shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment. If Grantor breaches any term of this Deed of Trust, Beneficiary may employ an attorney or attorneys to protect its rights hereunder and, in the event of such employment following any breach by Grantor, Grantor shall pay Beneficiary reasonable attorneys' fees and expenses incurred by Beneficiary, whether or not an action is actually commenced against Grantor by reason of breach.

(b) Grantor waives any and all right to claim or recover against Beneficiary, its officers, employees, agents and representatives, for loss of or damage to Grantor, the Property, or the Property of others under Grantor's control from any cause insured against or required to be insured against by the provisions of this Deed of Trust.

(c) Sums payable by Grantor hereunder shall be paid without notice, demand, counterclaim, set off, deduction or defense, and without abatement, suspension, deferment, diminution or reduction; and the obligations and liabilities of Grantor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (1) damage to or destruction of or any condemnation or similar taking of the Property or any part thereof, (2) any restriction or prevention of or interference with any use of the Property or any part thereof, (3) any title defect or encumbrance or any eviction from the Property or the Improvements or any part thereof by title paramount or otherwise, (4) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary, or by any court, in any such proceeding, (5) any claim which Grantor has or might have against Beneficiary, (6) any default or failure on the part of Beneficiary to perform or comply with any of any other agreement with Grantor; or (7) any other occurrence whatsoever, whether similar or dissimilar to the foregoing and whether or not Grantor shall have notice or knowledge of any of

HOME VH Loan

the foregoing. Except as expressly provided herein, Grantor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Grantor.

1.9. Taxes and Impositions.

(a) Grantor agrees to pay or cause to be paid, prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, including, without limitation, non-governmental levies or charges resulting from covenants, conditions, and restrictions affecting the Property, which are assessed or imposed upon the Property or become due and payable, and which create, may create, or appear to create a lien upon the Property or any part thereof or upon any Personal Property, equipment or other facility used in the operation or maintenance thereof (all of which taxes, assessments and other governmental charges of like nature are hereinafter referred to as "Impositions"); provided, however, that if, by law, any such Imposition is payable or may, at the option of the taxpayer, be paid in installments, Grantor may pay or cause to be paid the same, together with any accrued interest on the unpaid balance of such Imposition, in installments as the same become due; and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest.

(b) If, at any time after the date hereof, there shall be assessed or imposed: (1) a tax or assessment on the Property in lieu of or in addition to the Impositions payable by Grantor pursuant to Section 1.9(a) above, or (2) a license fee, tax or assessment imposed on Beneficiary and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in Section 1.9(a) above; and Grantor shall pay and discharge or cause to be paid and discharged the same as herein provided with respect to the payment of Impositions or, at the option of Beneficiary, all obligations secured hereby, together with all accrued interest thereon, shall immediately become due and payable. Anything to the contrary herein notwithstanding, Grantor shall have no obligation to pay any franchise, estate, inheritance, income, excess profits or similar tax levied on Beneficiary or on the obligations secured hereby.

(c) Subject to the provisions of Section 1.9(d) below, Grantor covenants to furnish to Beneficiary, within forty-five (45) days after the date upon which any such Imposition is due and payable by Grantor, official receipts of the appropriate taxing authority or other proof satisfactory to Beneficiary evidencing the payments thereof.

(d) Grantor shall have the right, before any delinquency occurs, to contest or object to the amount or validity of any such Imposition by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying or extending Grantor's covenant to pay or cause to be paid any such Imposition at the time and in the manner provided in this Section 1.9, unless Grantor has given prior written notice to Beneficiary of Grantor's intent to so contest or object to an Imposition; and unless, at Beneficiary's sole option: (1) Grantor shall demonstrate to Beneficiary's satisfaction that the legal proceedings shall conclusively operate to prevent the sale of the Property or any part thereof to satisfy such Imposition prior to final determination of such Proceedings, or (2) Grantor shall furnish a good and sufficient bond or surety as requested by and satisfactory to Beneficiary, or (3) Grantor shall have provided a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of such proceedings.

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(e) Grantor covenants and agrees not to suffer, permit or initiate the joint assessment of the real and personal property, or any other procedure whereby the lien of the real property taxes and the lien of the personal property taxes shall be assessed, levied or charged to the Property as a single lien.

(f) If requested by Beneficiary, Grantor shall cause to be furnished to Beneficiary a tax reporting service covering the Property of the type, duration and with a company satisfactory to Beneficiary.

1.10. Utilities. To pay or cause to be paid when due all utility charges which are incurred by Grantor for the benefit of the Property or which may become a charge or lien against the Property for gas, electricity, water or sewer services furnished to the Property and all other assessments or charges of a similar nature, whether public or private, affecting the Property or any portion thereof, whether or not such taxes, assessments or charges are liens thereon.

1.11. Environmental Provisions.

(a) Definitions.

(i) Hazardous Substance means and refers to any substance, material, or waste which is or becomes regulated by any local governmental authority, the County, the State of California, regional governmental authority, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903) or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 *et seq.* Notwithstanding the foregoing, "Hazardous Materials" shall not include such products in quantities as are customarily used in the construction, maintenance, development or management of residential developments or associated buildings and grounds, or typically used in residential activities in a manner typical of other comparable residential developments, or substances commonly ingested by a significant population living within the Housing Project, including without limitation alcohol, aspirin, tobacco and saccharine.

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(ii) Hazardous Substance Claim: Any enforcement, cleanup, removal, remedial, or other governmental, regulatory, or private actions, agreements, or orders threatened, instituted, or completed pursuant to any Hazardous Substance Law, together with all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost-recovery compensation, loss, or injury resulting from the presence, release or discharge of any Hazardous Substance.

(iii) Hazardous Substance Law: Any federal, state, or local law, ordinance, regulation, or policy applicable to the Property and relating to the environment, health, and safety, any Hazardous Substance (including, without limitation, the use, handling, transportation, production, disposal, discharge, or storage of the substance), industrial hygiene, soil, groundwater, and indoor and ambient air conditions or the environmental conditions on the Property.

(iv) Release: The term "Release" means the use, generation, manufacture, storage, treatment, disposal, discharge, release of Hazardous Substances by any person or entity at, on, in, above, over, under, from adjacent, about or around the Property.

(v) Threatened Release: The term "Threatened Release" shall mean a threatened Release of Hazardous Substances by any person or entity at, on, in, above, over, under, from, adjacent, about or around the Property.

(vi) Tenants: The term "Tenants" shall mean every tenant, occupant, licensee and other user, now or hereafter, at the Property and "Tenant" shall mean any one of them.

(b) Covenants. Trustor agrees, except in the ordinary course of business and in strict compliance with all applicable Hazardous Substance Laws, as follows:

(i) not to cause or knowingly permit the Property to be used as a site for the use, generation, manufacture, storage, treatment, Release, discharge, disposal, transportation, or presence of any Hazardous Substance;

(ii) not to cause, contribute to, permit, or acquiesce in any Release or Threatened Release;

(iii) not to change or modify the use of the Property without the prior written consent of Beneficiary;

(iv) to comply with and to cause the Property and every Tenant of the Property to comply with all Hazardous Substance Laws;

(v) [to implement and complete the recommendations set forth in the Phase I Environmental Report, dated _____ (the "Phase I Environmental Report")] [TBD]

HOME VH Loan

(vi) to promptly notify Beneficiary in writing of and to provide Beneficiary with a reasonably detailed description of the following after Trustor received notice or discovers the same:

- (A) any noncompliance of the Property with any Hazardous Substance Laws;
- (B) any Hazardous Substance Claim;
- (C) any Release or Threatened Release; and
- (D) the discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that would cause the Property or any part of it to be designated as "hazardous waste property" or "border zone property" under the provisions of Health and Safety Code Section 25220 et seq. and any regulation adopted in accordance with that section.

(vii) if Trustor discovers a Release or the presence of any Hazardous Substance at, on, in, above, under, over, from, adjacent or about the Property in violation of any Hazardous Substance Law, to:

(A) notify Beneficiary of that discovery together with a reasonably detailed description;

(B) engage promptly after a request by Beneficiary, a qualified environmental engineer reasonably satisfactory to Beneficiary to investigate these matters and prepare and submit to Beneficiary a written report containing the findings and conclusions resulting from that investigation, all at the sole expense of Trustor; and

(C) take, at Trustor's sole expense, all necessary actions to remedy, repair, clean up, or detoxify any Release or Hazardous Substance, as required by any Hazardous Substance Laws or any judgment, consent, decree, settlement, or compromise in respect of any Hazardous Substance Claims, these actions to be performed:

- (1) in accordance with Hazardous Substance Laws;
- (2) in a good and workmanlike manner;
- (3) under the supervision of a qualified environmental engineer approved in writing by Beneficiary;
- (4) in accordance with plans and specifications for these actions approved in writing by Beneficiary; and
- (5) using licensed and insured qualified contractors approved in writing by Beneficiary.

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(viii) immediately furnish to Beneficiary copies of all written communications received by Trustor from any governmental authority or other person or entity or given by Trustor to any person and any other information Beneficiary may reasonably request concerning any Release, Threatened Release, Hazardous Substance Claim, or the discovery of any Hazardous Substance at, on, in, above, under, over, from, adjacent or about the Property in violation of any Hazardous Substance Law;

(ix) if applicable, implement the recommendations and perform the work of investigation and remedial response to completion as set forth in the Phase I Environmental Report and the applicable VH Housing Project construction plans and specifications; and

(x) keep Beneficiary generally informed regarding the progress and completion of the work of investigation and remedial response by the Grantor as required to appropriately address the matters covered by the Phase I Environmental Report, and any Release, Threatened Release, Hazardous Substance Claim, or the discovery of any other Hazardous Substance at, on, in, above, under, over, from, adjacent or about the Property in violation of any Hazardous Substance Law.

(c) Inspection and Receivership Rights. Upon Beneficiary's reasonable belief that Trustor has failed to comply with any environmental provision of this Deed of Trust or any other City VH Loan Document and upon reasonable prior notice (except in the case of an emergency) to Trustor, Beneficiary or its representatives, employees, and agents, may from time to time and at all reasonable times (or at any time in the case of an emergency) enter and inspect the Property and every part of it (including all samples of building materials, soil, and groundwater and all books, records, and files of Trustor relating to the Property) and perform those acts and things that Beneficiary deems necessary or desirable to inspect, investigate, assess, and protect the security of this Deed of Trust, for the purpose of determining

(i) the existence, location, nature, and magnitude of any past or present Release or Threatened Release;

(ii) the presence of any Hazardous Substances on, at, in, above, under, over, from, adjacent or about the Property in violation of any Hazardous Substance Law; and

(iii) the compliance by Trustor with every environmental provision of this Deed of Trust and every other City VH Loan Document.

In furtherance of the purposes above, without limitation of any of its other rights, Beneficiary may:

(A) obtain a court order to enforce Beneficiary's right to enter and inspect the Property under Civil Code Section 2929.5, to which the decision of Beneficiary as to whether there exists a Release, a Threatened Release, any Hazardous Substance on, at, in, above, under, from, adjacent or about the Property in violation of any Hazardous Substance Law, or a breach by Trustor of any environmental provision of this Deed of Trust or any other City Loan Financial Document, will be deemed reasonable and conclusive as between the parties; and

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(B) have a receiver appointed under Code of Civil Procedure Section 564 to enforce Beneficiary's right to enter and inspect the Property for the purpose set forth above.

All costs and expenses incurred by Beneficiary with respect to the audits, tests, inspections, and examinations that Beneficiary or its agents, representatives, or employees may conduct, including the fees of the engineers, laboratories, contractors, consultants, and attorneys, will be paid by Trustor. All costs or expenses incurred by Trustee and Beneficiary pursuant to this Section (including, without limitation, court costs, consultant's fees, and attorneys' fees, whether incurred in litigation and whether before or after judgment) will bear interest at the default rate as set forth in Note II (the "Default Rate"), from the date they are incurred until those sums have been paid in full. Except as provided by law, any inspections or tests made by Beneficiary or its representatives, employees, and agents will be for Beneficiary's purposes only and will not be construed to create any responsibility or liability on the part of Beneficiary to Trustor or to any other person or entity. Beneficiary will have the right, but not the obligation, to communicate with any governmental authority regarding any fact or reasonable belief of Beneficiary that constitutes or could constitute a breach of any of Trustor's obligations under any environmental provision contained in this Deed of Trust or any City VH Loan Document.

(d) Release and Indemnity.

Subject to Sections 205/3, 205.4 and 205.5 of the City VH DDA and Loan Agreement,
Trustor:

(i) releases and waives any future claim against Beneficiary for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any Hazardous Substance Laws or under any Hazardous Substance Claim;

(ii) agrees to reimburse Beneficiary, on demand, for all costs and expenses incurred by Beneficiary in connection with any review, approval, consent, or inspection relating to the environmental provisions in this Deed of Trust together with interest, after demand, at the Default Rate; and

(iii) agrees to indemnify, defend, and hold Beneficiary and Trustee harmless from all losses, costs, claims, damages, penalties, liabilities, causes of action, judgments, court costs, attorneys' fees and other legal expenses, costs of evidence of title, cost of evidence of value, and other expenses (collectively, "Expenses"), including, but not limited to, any Expenses incurred or accruing after the foreclosure of the lien of this Deed of Trust, which either may suffer or incur and which directly or indirectly arises out of or is in any way connected with the breach of any environmental provision either in this Deed of Trust or in any City VH Loan Document or as a consequence of any Release or Threatened Release or the presence, use, generation, manufacture, storage, disposal, transportation, Release, or Threatened Release of any Hazardous Substance on, at, in, above, under, from, adjacent or about the Property, including the soils and groundwaters, caused or permitted by Trustor, any prior owner or operator of the Property, any adjoining landowner or any other party, including, without limitation, the cost of any required or necessary repair, cleanup, remedy, or detoxification of any Hazardous Substance and the preparation of any closure, remedial action, or other required plans, whether that action is required or necessary

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by reason of acts or omissions occurring prior to or following the recordation of this Deed of Trust except to the extent caused by the willful misconduct or gross negligence of Beneficiary. Trustor's obligations will survive the satisfaction, release, or cancellation of the indebtedness, the release and reconveyance or partial release and reconveyance of this Deed of Trust, and the foreclosure of the lien of this Deed of Trust or deed in lieu of the Deed of Trust.

(e) Reserved.

1.12. Actions Affecting Property. To appear in and contest any action or proceeding purporting to affect the nature or the priority of security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees, in any such action or proceeding in which Beneficiary or Trustee may appear.

1.13. Actions by Trustee and/or Beneficiary to Preserve Property. That should Grantor fail to make or cause to be made any payment or to do or cause to be done any act as and in the manner provided in any of the City VH Loan Documents, Beneficiary and/or Trustee, each in its own discretion, without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. In connection therewith (without limiting their general powers), Beneficiary and/or Trustee shall have and are hereby given the right, but not the obligation: (1) to enter upon and take possession of the Property, (2) to make additions, alterations, repairs and improvements to the Property which they or either of them may consider necessary or proper to keep the Property in good condition and repair, (3) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Beneficiary or Trustee, (4) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt which in the judgment of either may affect or appears to affect the security of this Deed of Trust or be prior or superior hereto, and (5) in exercising such power, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants. Grantor hereby agrees to pay on demand, with interest at the rate set forth herein, all of the Beneficiary's costs, charges and expenses incurred by Beneficiary or trustee in connection with the exercise by Beneficiary or trustee of the foregoing rights, including without limitation, costs of evidence of title, court costs, appraisals, surveys and reasonable attorneys' fees. All costs, charges and expenses so incurred, together with interest thereon as aforesaid, shall be secured by the lien of this Deed of Trust.

1.14. Additional Security. That in the event Beneficiary at any time holds additional security for any of the obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before or concurrently herewith or after a sale is made hereunder.

1.15. Appointment of Successor Trustee. That in the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when such substitution has been filed for record in the Office of the Recorder of Los Angeles County, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

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1.16. Successors and Assigns. That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the owner and holder of Note II, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, the singular number includes the plural and/or vice versa.

1.17. Inspections. That Beneficiary, or its agents, representatives or workmen, are authorized to enter at any reasonable time upon advance written notice and subject to the rights of tenants under the leases at the Property for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the City VH Loan Documents.

1.18. Liens. To pay and promptly discharge or cause to be paid and discharged, at Grantor's cost and expense, all liens, encumbrances and charges upon the Property, or any part thereof or interest therein which have priority over this Deed of Trust; provided that the existence of any mechanic's, laborer's, materialman's, supplier's or vendor's lien or right thereto shall not constitute a violation of this section if payment is not yet due under the contract which is the foundation thereof and if such contract does not postpone payment for more than fifty-five (55) days after the performance thereof. Grantor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge, provided Grantor shall first deposit with Beneficiary a bond or other security satisfactory to Beneficiary in such amounts as Beneficiary shall reasonably require, but not more than one and one half (150%) of the amount of the claim, and provided further that Grantor shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged. If Grantor shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Beneficiary, Beneficiary may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond or the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law.

1.19. Trustee's Powers. At any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and Note II secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said Property, Trustee may: (1) reconvey any part of said Property; (2) consent in writing to the making of any map or plat thereof; (3) join in granting any easement thereon; or (4) join in any extension agreement or any agreement subordinating the lien or charge hereof.

1.20. Beneficiary's Powers. Without affecting the liability of any other person or entity liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Property not then or theretofore released as security for the full amount of all unpaid obligations, Beneficiary may, from time to time at the request of any one of the Grantors, or their successors or assigns and without notice: (1) release any person or entity so liable, (2) extend the maturity or alter any of the terms of any such obligation, (3) grant other indulgences, (4) release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's option any parcel or portion of the Property so long as the release or reconveyance does not materially affect the security value of the Property, (5) take or release any other or additional security for any obligation herein mentioned, or (6) make compositions or other arrangements with debtors in relation thereto. By accepting payment of any obligation herein

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mentioned after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other obligations herein mentioned or to declare default for failure so to pay.

1.21. Accounting. The Grantor will keep and maintain or will cause to be kept and maintained in accordance with sound accounting practice accurate and proper books of record and account relating to the Property in compliance with the City VH DDA and Loan Agreement.

1.22. Reserved.

1.23. Insurance Proceeds. That after the happening of any casualty to the Property or any part thereof, Grantor shall give prompt written notice thereof to Beneficiary.

(a) In the event of any damage or destruction of the Improvements, Beneficiary shall have the option in its discretion, subject to the right of the Senior Lender under the Senior Loan Documents, of applying all or part of the insurance proceeds: (1) to any indebtedness secured hereby and in such order as Beneficiary may determine; (2) to the restoration of the Improvements; or (3) to Grantor. Notwithstanding anything to the contrary contained herein, so long as the value of Beneficiary's lien is not impaired, any insurance proceeds may be used by Trustor for repair and/or restoration of the VH Housing Project.

(b) Subject to the rights of the Senior Lender under the Senior Loan Documents, in the event of such loss or damage, all proceeds of insurance shall be payable to Beneficiary, and Grantor hereby authorizes and directs any affected insurance company to make payment of such proceeds directly to Beneficiary. Beneficiary is hereby authorized and empowered by Grantor to settle, adjust or compromise any claims for loss, damage or destruction under any policy or policies of insurance.

(c) Except to the extent that insurance proceeds are received by Beneficiary and applied to the indebtedness secured hereby, nothing herein contained shall be deemed to excuse Grantor from constructing, repairing or maintaining the Property as provided in Section 1.3 hereof or restoring all damage or destruction to the Property, regardless of whether or not there are insurance proceeds available or whether any such proceeds are sufficient in amount, and the application or release by Beneficiary of any insurance proceeds shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such notice.

1.24. Eminent Domain. That should the Property, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding or in any other manner ("Condemnation") or should Grantor receive any notice or other information regarding such proceeding, Grantor shall give prompt written notice thereof to Beneficiary.

(a) Subject to the rights of the Senior Lender under the Senior Loan Documents, Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Beneficiary shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to Grantor (the "Proceeds") up to the amount of the outstanding principal balance and accrued and unpaid interest on the HOME VH Loan are hereby assigned under this Deed of Trust to Beneficiary and Grantor agrees to execute such further acknowledgment of assignment of the Proceeds as Beneficiary or Trustee may require.

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(b) In the event any portion of the Property is so taken or damaged, Beneficiary shall have the option, subject to the right of the Senior Lender under the Senior Loan Documents in its discretion, to apply all such proceeds, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including reasonable attorneys' fees, incurred by it in connection with such Proceeds, upon any indebtedness secured hereby and in such order as Beneficiary may determine, up to the amount of the outstanding principal balance and accrued and unpaid interest on the HOME VH Loan or to apply all such Proceeds, after such deductions, to the restoration of the Property upon such conditions as Beneficiary may determine. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Notwithstanding anything to the contrary contained herein, so long as the value of Beneficiary's lien is not impaired, any insurance proceeds may be used by Trustor for repair and/or restoration of the VH Housing Project.

1.25. Compliance with Law. That Trustor shall preserve and keep in full force its existence, rights, and powers. Trustor will promptly and faithfully comply with all present and future laws, ordinances, rules, regulations, and requirements of every governmental authority or agency and of every board of fire underwriters (or similar body exercising similar functions) having jurisdiction that may be applicable to it or to the Property or to the use or manner of occupancy, possession, operation, maintenance, alteration, or repair of the Property or any part of it, whether the law, ordinance, rule, order, regulation, or requirement necessitates structural changes or improvements or interferes with the use or enjoyment of the Property.

ARTICLE II ASSIGNMENT OF LEASES, RENTS, ISSUES AND PROFITS

2.1. Assignment of Leases, Rents and Profits Under All Leases and Rental Agreements. Grantor absolutely and irrevocably assigns to Beneficiary the rents, issues and profits of the Property, and all of the right, title and interest of the Grantor in and under all leases and rental agreements now or hereafter affecting said Property, hereby assigned and transferred to the Beneficiary. So long as no default shall exist in compliance with any covenants, terms, conditions or obligations hereof or of any other instrument at any time executed with respect to this Deed of Trust, Grantor may collect assigned rents and profits as the same fall due, but upon the occurrence of any such default, all right of Grantor to collect or receive rents or profits from the Property shall wholly terminate. All rents, issues or profits receivable from or in respect to the Property which Grantor shall be permitted to collect hereunder shall be received by it in trust to pay the usual and reasonable operating expenses of, and the taxes upon, said Property and the sums owing to Beneficiary as they become due and payable as provided in this Deed of Trust or in the said Note II or in any modification of either.

Grantor hereby agrees:

(a) It will promptly perform and observe all of the terms, covenants and conditions required to be performed and observed by it, as landlord under all leases and rental agreements and will do all things necessary to preserve and keep unimpaired its rights thereunder and will maintain all leases and rental agreements in full force and effect and will enforce the same and will take such action to that end as Beneficiary may request;

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(b) It will not create, nor permit any lien, charge of encumbrance upon its interest as landlord of the leases or rental agreements except the lien of the Senior Deed of Trust and this Deed of Trust and except as provided in this Deed of Trust;

(c) It will not, without the written consent of the Beneficiary, collect or permit the collection of any rental payment under any of the leases or rental agreements for a period of more than one (1) month in advance of the date on which such payment is due.

All leases or rental agreements of the whole or any part of the Property shall be subject and subordinate to the lien of this Deed of Trust unless Beneficiary consents in writing to the priority of certain leases or rental agreements. Beneficiary may, at its option, require that specific leases be made superior to the lien of this Deed of Trust. Grantor shall pay all costs incident to making such leases superior to such lien, including attorneys' fees. In the event of any default hereunder and the exercise by Beneficiary of its rights hereby granted, Grantor agrees that payments made by tenants or occupants to Beneficiary shall, as to such tenants, be considered as though made to Grantor and in discharge of tenants' obligations as such to Grantor. Nothing herein contained shall be construed as obliging Beneficiary to perform any of Grantor's covenants under any lease or rental agreement. Grantor shall execute and deliver to Beneficiary upon demand any further or supplemental assignments deemed desirable by Beneficiary in order to further carry out and confirm the intentions of this section and upon failure of the Grantor so to comply, Beneficiary may, in addition to any other rights or remedies, at its option, declare all obligations secured by this Deed of Trust to be immediately due and payable.

2.2. Leases. Grantor agrees as follows:

(a) To fully comply with all of the terms, conditions and provisions of all leases on the Property so that the same shall not become in default and to do all that is needful to preserve all said leases in force;

(b) To permit no assignment of any lease, or any subletting thereunder unless the right to assign or sublet is expressly reserved by the lessee under such lease, except for the Senior Loan Documents; and

(c) That save and except for taxes and assessments provided to be paid by Grantor as specified in Section 1.9, Grantor will not create or suffer or permit to be created, subsequent to the date of the execution and delivery of this Deed of Trust, any lien or encumbrance which may be or become superior to any lease affecting the Property.

2.3. Security, Rents, Profits and Zoning. Except for as set forth in the Senior Loan Documents or Other Secondary Loan documents, Grantor shall not, without first obtaining the Beneficiary's written consent, assign any of the rents or profits of the Property or change the general nature of the occupancy or initiate or acquiesce in any zoning reclassification, or do or suffer any act or thing which would impair the security for said debt or the Beneficiary's lien upon said Property or the rents thereof. In the event of breach of any requirement of this Section 2.3, but subject to notice and cure provisions in the City VH DDA and Loan Agreement, the Beneficiary may, in addition to any other rights or remedies, at any time thereafter declare the whole of the principal sum of Note II as well as the other obligations of Grantor payable to the Beneficiary under the City VH DDA and Loan Agreement, immediately due and payable.

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ARTICLE III SECURITY AGREEMENT

3.1. Creation of Security Interest. Grantor hereby grants to Beneficiary a security interest in the Personal Property located on or at the Property, including without limitation any and all property of similar type or kind hereafter located on or at the property for the purpose of securing all obligations of Grantor contained in any of the City VH Loan Documents, together with all right, title and interest of Grantor in and to all tangible or intangible personal property owned by Grantor and now or at any time hereafter relating to, in connection with, located on or at the Property or used in connection therewith including, but not limited to all inventory, goods, vehicles, instruments, documents, chattel paper, agreements, general intangibles, leases, rents, machinery, equipment, kitchen equipment, stoves, grills, dishwashers, fixtures and trade fixtures, and all other equipment, wherever located, in connection with or relating to the Property, or as necessary for the operation of the Property or for any business located thereat, and all building and land improvements located at and operated under the name of all of which property mentioned in this section shall be deemed part of the realty and not severable wholly or in part without material injury to the freehold, and the proceeds and the products therefrom.

3.2. Warranties, Representations and Covenants of Grantor. Grantor hereby warrants, represents and covenants as follows:

(a) Except for the security interest granted hereby and by the Senior Loan Documents or the Secondary Loan Documents, Grantor is, and as to portions of the Personal Property to be acquired after the date hereof will be, the sole owner of the Personal Property, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever. Grantor will notify Beneficiary of, and will defend the Personal Property against, all claims and demands of all persons at any time claiming the same or any interest therein.

(b) Grantor will not lease, sell, convey, assign, encumber, pledge or in any manner transfer the Personal Property without the prior written consent of Beneficiary.

(c) The Personal Property is not used or bought for personal, family or household purposes.

(d) The Personal Property will be kept on or at the Property and Grantor will not remove the Personal Property from the Property without the prior written consent of Beneficiary, except such portions or items of Personal Property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Grantor with an article of equal suitability owned by Grantor free and clear of any lien or security interest except such as may be approved in writing by Beneficiary.

(e) Grantor maintains a place of business in the State of California, and Grantor will immediately notify Beneficiary in writing of any change in either of its places of business.

(f) At the request of Beneficiary, Grantor will join Beneficiary in executing one or more financing statements and renewals and amendments thereof pursuant to the Uniform Commercial Code in form satisfactory to Beneficiary, and will pay the cost of filing the same in all public offices wherever filing is deemed by Beneficiary to be necessary or desirable.

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(g) All covenants and obligations of Grantor contained herein relating to the Property shall be deemed to apply to the Personal Property whether or not expressly referred to herein.

(h) This Deed of Trust constitutes a security agreement as that term is used in the Uniform Commercial Code of California.

3.3. Real Property. Grantor and Beneficiary agree that the filing of a financing statement in the records normally having to do with personal property shall never be construed as in any wise derogating from or impairing this declaration and hereby stated intention of the parties hereto, that everything used in connection with the production of income from the Property and/or adapted for use therein and/or which is described or reflected in this Deed of Trust is, and at all times and for all purposes and in all proceedings, both legal or equitable, shall be, regarded as part of the real estate irrespective of: (1) any such item physically attached to the Improvements, (2) serial numbers used for better identification of certain equipment items capable of being thus identified in a recital contained in this Deed of Trust or in any list filed with the Beneficiary, or (3) any such item referred to or reflected in any such financing statement so filed at any time.

3.4. Fixture Filing. This Deed of Trust constitutes a financing statement filed as a fixture filing under California Commercial Code Section 9502(c), as amended or recodified from time to time, covering any portion of the Property that now is or later may become a fixture attached to the Property or to any Improvement.

ARTICLE IV DEFAULT; REMEDIES

4.1. Events of Default. "Event of Default" hereunder shall have the meaning provided in Section 801 of the City VH DDA and Loan Agreement.

(a) Beneficiary remedies.

If one or more Event of Default occurs and is continuing, then Beneficiary may declare all the indebtedness evidenced by Note II to be due and such indebtedness will become due without any further presentment, demand, protest, or notice of any kind, and Beneficiary may:

(i) in person, by agent, or by a receiver, and without regard to the adequacy of security, the solvency of Trustor, or the existence of waste, enter on and take possession of the Property or any part of it in its own name or in the name of Trustee, sue for or otherwise collect the rents, issues, and profits, and apply them, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon the indebtedness, all in any order that Beneficiary may determine. The entering on and taking possession of the Property, the collection of rents, issues, and profits, and the application of them will not cure or waive any default or notice of default or invalidate any act done pursuant to the notice;

(ii) commence an action to foreclose this Deed of Trust in the manner provided by law for the foreclosure of deeds of trust or mortgages of real property;

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(iii) deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause the Property to be sold, which notice Trustee or Beneficiary will cause to be filed for record;

(iv) with respect to the Personal Property, any personalty or other personal property, proceed as to both the real and personal property in accordance with Beneficiary's rights and remedies in respect of the Land, or proceed to sell the Personal Property, personalty or other personal property separately and without regard to the Land in accordance with Beneficiary's rights and remedies; or

(v) exercise any of these remedies in combination or any other remedy of the Beneficiary under the City VH DDA and Loan Agreement.

4.2. Power of Sale.

(a) If Beneficiary elects to foreclose by exercise of the power of sale in this Deed of Trust, Beneficiary will also deposit with Trustee this Deed of Trust, Note II, and any receipts and evidence of expenditures made and secured as Trustee may require. If notice of default has been given as then required by law, and after lapse of the time that may then be required by law, after recordation of the notice of default, Trustee, without demand on Trustor, will, after notice of sale having been given as required by law, sell the Property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels as Trustee determines, and in any order that it may determine, at public auction to the highest bidder. Trustee may postpone sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time after that may postpone the sale by public announcement at the time fixed by the preceding postponement, and without further notice make the sale at the time fixed by the last postponement; or Trustee may, in its discretion, give a new notice of sale. Beneficiary may rescind any notice of default at any time before Trustee's sale by executing a notice of rescission and recording it. The recordation of the notice will constitute a cancellation of any prior declaration of default and demand for sale and of any acceleration of maturity of indebtedness affected by any prior declaration or notice of default. The exercise by Beneficiary of the right of rescission will not constitute a waiver of any default then existing or subsequently occurring, or impair the right of Beneficiary to execute other declarations of default and demand for sale, or notices of default and of election to cause the Property to be sold, nor otherwise affect Note II or this Deed of Trust, or any of the rights, obligations, or remedies of Beneficiary or Trustee. After sale, Trustee will deliver to the purchaser its deed conveying the property sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts will be conclusive proof of their truthfulness. Any person or entity, including Trustor, Trustee, or Beneficiary, may purchase at that sale. If allowed by law, Beneficiary, if it is the purchaser, may turn in Note II at the amount owing on it toward payment of the purchase price (or for endorsement of the purchase price as a payment on Note II if the amount owing exceeds the purchase price). Trustor expressly waives any right of redemption after sale that Trustor may have at the time of sale or that may apply to the sale.

(b) Trustee, upon the sale, will make (without any covenant or warranty, express or implied), execute and, after due payment made, deliver to a purchaser and its heirs or assigns a deed or other record of interest, as the case may be, to the Property sold, which will convey to the purchaser all the title and interest of Trustor in the Property and will apply the proceeds of the sale in payment:

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(i) first, of the expenses of the sale together with the expenses of the trust, including, without limitation, attorneys' fees, that will become due on any default made by Trustor, and also any sums that Trustee or Beneficiary have paid for procuring a search of the title to the Property subsequent to the execution of this Deed of Trust; and

(ii) second, of the indebtedness then remaining unpaid, and the amount of all other monies with interest in this Deed of Trust agreed or provided to be paid by Trustor. Trustee will pay the balance or surplus of the proceeds of sale to Trustor and its successors or assigns as their interests may then appear.

4.3. Protection of Security. If an Event of Default occurs and is continuing, Beneficiary or Trustee, without limitation to do so, without notice to or demand upon Trustor, and without releasing Trustor from any obligations or defaults may:

(a) enter on the Property in any manner and to any extent that either deems necessary to protect the security of this Deed of Trust;

(b) appear in and defend any action or proceeding purporting to affect, in any manner, the obligations or the indebtedness of this Deed of Trust or the other City VH Loan Documents, the security of this Deed of Trust, or the rights or powers of Beneficiary or Trustee;

(c) pay, purchase, or compromise any encumbrance, charge, or lien that in the judgment of Beneficiary or Trustee is prior or superior to this Deed of Trust; and

(d) pay necessary expenses, employ counsel, and pay reasonable attorneys' fees. Trustor agrees to repay on demand all sums expended by Trustee or Beneficiary pursuant to this Section with interest at the Default Rate, and those sums, with interest, will be secured by this Deed of Trust.

(e) contact the Senior Lender and/or the holder of the obligations of the Trustor arising under any of the Other Secondary Loans to discuss such an Event of Default by Trustor and the exercise of remedies by the Beneficiary, the Senior Lender and the holder of the Other Secondary Loans, as applicable.

4.4. Receiver. If an Event of Default occurs and is continuing, Beneficiary, as a matter of strict right and without notice to Trustor or anyone claiming under Trustor and without regard to the then value of the Property, will have the right to apply *ex parte* to any court having jurisdiction to appoint a receiver of the Property, and Trustor waives notice of any application for that, provided a hearing to confirm the appointment with notice to Trustor is set within fourteen (14) days after the appointment (unless the court having jurisdiction thereof sets a later confirmation hearing date). Any receiver will have all the powers and duties of receivers in similar cases and all the powers and duties of Beneficiary in case of entry as provided in this Deed of Trust, and will continue as such and exercise all those powers until the date of confirmation of sale, unless the receivership is terminated sooner.

4.5. Curing of Defaults. If Trustor at any time fails to perform or comply with any of the terms, covenants, and conditions required on Trustor's part to be performed and complied with under this Deed of Trust, Note II, any of the other City VH Loan Documents, then Beneficiary, after fifteen (15) business days' notice to Trustor (or such longer notice and cure period provided

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in the other City VH Loan Documents or City VH DDA and Loan Agreement), and without waiving or releasing Trustor from any of the indebtedness and obligations, may, subject to the provisions of any of the City VH Loan Documents,

(a) make from the construction account or its own funds any payments payable by Trustor and take out, pay for, and maintain any of the insurance policies provided for; and

(b) perform any other acts on the part of Trustor to be performed and enter on the Property for that purpose.

The making by Beneficiary of payments out of Beneficiary's own funds will not, however, be deemed to cure the default by Trustor, and it will not be cured unless and until Trustor reimburses Beneficiary for the payments. If the payment of any sum is made from the construction account and results, or may, in Beneficiary's good-faith determination, result, in the reduction in the amount of funds in the construction account below that is required to complete the construction work, then the amount that Beneficiary determines to be necessary for completion will be deposited by Trustor pursuant to the terms of the City VH Loan Documents within five (5) business days after written demand by Beneficiary. All sums paid and all reasonable costs and expenses incurred by Beneficiary in connection with the performance of any act, together with interest on unpaid balances at the Default Rate from the respective dates of Beneficiary's making of each payment, will be added to the principal of the indebtedness, will be secured by the Security Documents and by the lien of this Deed of Trust, prior to any right, title, or interest in or claim on the Property attaching or accruing subsequent to the lien of this Deed of Trust, and will be payable by Trustor to Beneficiary on demand.

4.6. Inspection Rights. On reasonable advance written notice (except in the case of an emergency), and without releasing Trustor from any obligation to cure any default of Trustor, Beneficiary or its agents, representatives, and employees acting by themselves or through a court-appointed receiver, may, from time to time and at all reasonable times (or at any time in the case of an emergency) enter and inspect the Property and every part of it (including all samples of building materials, soil, and groundwater, and all books, records, and files of Trustor relating to the Property) and perform any acts and things as Beneficiary deems necessary or desirable to inspect, investigate, assess, and protect the security of this Deed of Trust, for the purpose of determining:

(a) the existence, location, nature, and magnitude of any past or present Release or Threatened Release;

(b) the presence of any Hazardous Substances at, on, in, over, above, under, from, adjacent or about the Property in violation of any Hazardous Substance Law; and

(c) the compliance by Trustor of every environmental provision of this Deed of Trust and every other City VH Loan Document.

In furtherance of these purposes, without limitation of any of its other rights, Beneficiary may:

(i) obtain a court order to enforce Beneficiary's right to enter and inspect the Property under Civil Code Section 2929.5, to which the decision of Beneficiary

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as to whether there exists a Release, Threatened Release, any Hazardous Substances at, on, in, over, above, under, from, or about the Property in violation of any Hazardous Substance Law, or a breach by Trustor of any environmental provision of this Deed of Trust or any other City VH Loan Document, will be deemed reasonable and conclusive as between Trustor, Trustee, and Beneficiary; and

(ii) have a receiver appointed under Code of Civil Procedure Section 564 to enforce Beneficiary's right to enter and inspect the Property for Hazardous Substances.

All costs and expenses incurred by Beneficiary with respect to the audits, tests, inspections, and examinations that Beneficiary or its agents, representatives, or employees may conduct, including the fees of the engineers, laboratories, contractors, consultants, and attorneys, will be paid by Trustor. All costs or expenses incurred by Trustee and Beneficiary pursuant to this Section (including, without limitation, court costs, consultant fees, and reasonable attorneys' fees, whether incurred in litigation and whether before or after judgment) will be paid by Trustor within ten (10) days after demand and if not timely paid, shall bear interest at the Default Rate from the date on which demand for payment is delivered to Trustor until they have been paid in full. Except as provided by law, any inspections or tests made by Beneficiary or its representatives, employees, and agents, will be for Beneficiary's purposes only and will not be construed to create any responsibility or liability on the part of Beneficiary to Trustor or to any other person or entity. Beneficiary will have the right, but not the obligation, to communicate with any governmental authority regarding any fact or reasonable belief of Beneficiary that constitutes or could constitute a breach of any of Trustor's obligations under any environmental provision in this Deed of Trust or any City VH Loan Document.

4.7. Remedies Cumulative. All remedies of Beneficiary provided for in this Deed of Trust are cumulative and will be in addition to all other rights and remedies provided in the other City VH Loan Documents including the HOME VH Regulatory Agreement or provided by law, including any banker's lien and right of offset. The exercise of any right or remedy by Beneficiary will not in any way constitute a cure or waiver of default, will not invalidate any act done pursuant to any notice of default, nor will it prejudice Beneficiary in the exercise of any of its rights unless, in the exercise of those rights, Beneficiary collects the total amount of the indebtedness.

4.8. Sale of Property Pursuant to a Foreclosure. In case of a sale pursuant to a foreclosure of this Deed of Trust, the said Property, real, personal or mixed, may be sold as an entirety or in parcels, by one sale or by several sales held at one time or at different times, all as Beneficiary or Trustee, in their unrestricted discretion, may elect, and the Grantor for and on behalf of itself and all persons claiming by, through or under it, waives any and all rights to have the property and estates comprising the Property marshaled upon any foreclosure sale and agrees that upon foreclosure, the Property may be sold as an entirety and not in parcels.

4.9. Restoration of Former Positions. In case Beneficiary shall proceed to enforce any right under this Deed of Trust and the proceedings for enforcement thereof shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Beneficiary, then and in every such case the Beneficiary, the Trustee and the Grantor shall, subject to any determination in such proceedings, severally and respectively be restored to their former positions and rights hereunder, and thereafter all rights and remedies and powers of the Beneficiary and the Trustee shall continue as though no such proceeding had been taken.

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4.10. Sale, Transfer, Vacation or Encumbrance of Property Prohibited. So long as any obligation secured hereby remains unpaid, the Grantor covenants and agrees that neither said Property nor any portion thereof nor interest therein shall be sold, conveyed, transferred, encumbered or leased by the Grantor, or any one of them, without the Beneficiary's prior written consent except as provided in the City VH DDA and Loan Agreement. If title to said Property or any portion or interest in said Property shall pass from the Grantor, or any one of them, by deed or otherwise, voluntarily or involuntarily, or if said Property or any portion or interest therein is sold on contract, or if the Property or any portion or interest therein is vacated, or if said Property or any portion or interest therein is further encumbered or if said Property is leased without the consent of Beneficiary, such change in title or occupancy or further encumbrance or lease shall be deemed to increase the risk of the Beneficiary, and the Beneficiary may declare all sums secured hereby immediately due and payable, or may, at its sole option, consent to such change in title or occupancy and increase the interest rate on the indebtedness hereby secured. In the event Beneficiary accelerates said indebtedness pursuant to the terms of this Section 4.10, Grantor shall pay the outstanding principal balance and all accrued and unpaid interest due under City VH DDA and Loan Agreement. In the event Grantor shall request the consent of Beneficiary in accordance with the provisions of this Section 4.10, Grantor shall deliver a written request to Beneficiary, together with such information as Beneficiary may reasonably request regarding such conveyance, further encumbrance or lease and shall allow Beneficiary thirty (30) days to evaluate such request. Consent as to any one transaction shall not be deemed to be a waiver of the right to require consent to any future or successive transaction. Except as provided in the City VH DDA and Loan Agreement, the execution and delivery by the Grantor of any joint venture agreement, partnership agreement, declaration of trust, option agreement or other instrument wherein any other person or entity may become entitled, directly or indirectly, to the possession or enjoyment of the Property, or the income or other benefits derived or to be derived there from, shall in each case be deemed to be a conveyance or assignment of the Grantor's interest in the Property for the purposes of this Section 4.10, and shall require the prior written consent of the Beneficiary. In the event ownership of the Property or any portion thereof becomes vested in a person or entity other than the Grantor herein named, Beneficiary may, without notice to the Grantor herein named, whether or not Beneficiary has given written consent to such change in ownership, deal with such successor or successors in interest with reference to this Deed of Trust and the obligations secured hereby, in the same manner as with the Grantor herein named, without in any way vitiating or discharging Grantor's liability hereunder or the obligations hereby secured. **[The foregoing notwithstanding, this provision shall not prohibit (i) the transfer by the Grantor's Limited Partner of its interest in the Grantor to an affiliate of the Grantor's Limited Partner or (ii) removal and replacement of the Grantor's General Partner by the Grantor's Limited Partner (or an affiliate thereof) pursuant to the terms of the Grantor's Amended and Restated Limited Partnership Agreement or (iii) any other Permitted Transfer as defined in the City VH DDA and Loan Agreement.]**

4.11. Request for Notice. Grantor hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to it at the address set forth in the first paragraph of this Deed of Trust.

4.12. Waiver of Marshaling Rights. Trustor, for itself and for all parties claiming through or under Trustor, and for all parties who may acquire a lien on or interest in the Property, waives all rights to have the Property or any other property that now or later may be security for the indebtedness evidenced by Note II or any other obligation of Trustor under the City VH Loan

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Documents marshaled on any foreclosure of this Deed of Trust or on a foreclosure of any other security for any of such obligations. Beneficiary will have the right to sell, and any court in which foreclosure proceedings may be brought will have the right to order a sale of, the Property and any other security property as a whole or in separate parcels, in any order that Beneficiary may designate.

ARTICLE V MISCELLANEOUS

5.1. Governing Law. This Deed of Trust shall be governed, interpreted and enforced in accordance with the laws of the State of California, and jurisdiction and venue for any action connected hereto shall be in Los Angeles County, California.

5.2. Statements by Grantor. Grantor, within ten (10) days after being given notice by mail, will furnish to Beneficiary a written statement stating the unpaid principal of and interest on Note II and any other amounts secured by this Deed of Trust and stating whether any offset or defense exists against such principal and interest.

5.3. Reconveyance by Trustee. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and Note II to Trustee for cancellation and retention and upon payment by Grantor of the Trustee's fees, Trustee shall reconvey to Grantor, or the person or entity legally entitled thereto, without warranty, any portion of the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto."

5.4. Notices. Whenever Beneficiary, Grantor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by registered or certified mail postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

5.5. Acceptance by Trustee. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

5.6. Captions. The captions or headings at the beginning of each section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

5.7. Limited Partner Notice and Cure Rights. Any notice issued by the Trustee or Beneficiary to the Grantor pursuant to this Deed of Trust shall be accompanied by a duplicate copy directed to the Grantor's Limited Partner at the following address:

Hudson El Monte 4% LP
c/o Hudson Housing Capital LLC
630 Fifth Avenue, 28th Floor
New York, New York 10111
Attention: Joseph A. Macari

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With a copy to:

Bocarsly Emden Cowan Esmail & Arndt LLP
7700 Old Georgetown Road, Suite 600
Bethesda, Maryland 20814
Attention: Craig A. Emden__

Any cure rights given to the Grantor under this Deed of Trust shall be extended on equal terms to the Grantor's Limited Partner. Any curative action offered by the Grantor's Limited Partner on behalf of the Grantor shall be received by the Beneficiary as if it had been performed by the Grantor itself.

5.8. Invalidity of Certain Provisions. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the indebtedness, or if the lien is invalid or unenforceable as to any part of the Property, the unsecured or partially secured portion of the indebtedness shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the indebtedness, and all payments made on the indebtedness, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the indebtedness which is not secured or fully secured by the lien of this Deed of Trust. Further, the invalidity or enforceability of any portion or provision of this Deed of Trust shall in no way affect the validity or enforceability of the remainder hereof.

5.9. Subrogation. To the extent that proceeds of Note II are used to pay any outstanding lien, charge or prior encumbrance against the Property, such proceeds have been or will be advanced by Beneficiary at Grantor's request and Beneficiary shall be subrogated to any and all rights and liens owed by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.

5.10. No Merger. If both the lessor's and lessee's estates under any lease or portion thereof which constitutes a part of the Property shall at any time become vested in one (1) owner, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary as to the separate estates. In addition, upon the foreclosure of the lien created by this Deed of Trust on the Property pursuant to the provisions hereof, any leases or subleases then existing and created by Grantor shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice thereof to such tenant or sub-tenant.

5.11. Subordination of Deed of Trust.

(a) Concurrently with this Deed of Trust, Beneficiary and the Trustor have each executed an instrument entitled "Subordination Agreement" in favor of _____ which affects both this Deed of Trust and the deed of trust securing the [VH Site Mortgage Note (Prop A/Prop C/CDBG)].

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[(b) Notwithstanding any provision contrary in any City VH Loan Document, Beneficiary acknowledges and agrees that (i) the Property is or will be subject to a Land Use Restriction Agreement (as defined below), (ii) the recordation of the Land Use Restriction Agreement against the Property is permitted under the terms of the Loan Documents and (iii) the lien of any City VH Loan Document, and the terms and provision thereof, shall be subordinate to the Land Use Restriction Agreement, regardless of the order of recording of either document. "Land Use Restriction Agreement" means the extended low-income housing commitment, regulatory agreement or restrictive covenants executed or to be executed by Trustor setting forth certain terms and conditions under which the Project is to be operated and which shall meet the requirements of Section 42(h)(6)(B) of the Internal Revenue Code of 1986, as amended. [NOTE TO DRAFT: Include after LIHTC allocation confirmed]

IN WITNESS WHEREOF, Trustor/Grantor/Developer has executed this Deed of Trust as of the day and year first above written.

TRUSTOR:

[El Monte Metro Veteran Housing, LP,
a California limited liability company]

By: _____

[INSERT JURAT]

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

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ATTACHMENT NO. 6

RESERVED

ATTACHMENT NO. 7

FORM OF HOME VH REGULATORY AGREEMENT

ATTACHMENT NO. 8

RESERVED

ATTACHMENT NO. 9
INSURANCE REQUIREMENTS

ATTACHMENT NO. 9

INSURANCE REQUIREMENTS

(El Monte Metro Veteran Housing, LP)

As established in Section 308 of the Agreement, the Developer shall comply with the following insurance requirements:

(1) All insurance shall be secured from carriers admitted in California, authorized to do business in California, and in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be admitted and approved by the California Department of Insurance, or must be included on the California Department of Insurance List of Eligible Surplus Line Insurers. Carriers must have a minimum rating of or equivalent to A:VIII in A.M. Best's Insurance Guide.

(2) The Developer shall, concurrent with the execution of the Agreement, deliver to the City certificates of insurance with original endorsement(s) evidencing the insurance coverage required by the Agreement. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of the Agreement, but no later than thirty (30) days following execution of the Agreement.

The Developer shall deliver satisfactory evidence of property insurance at such time that such exposures are at risk, but in no event later than the Close of Escrow.

The Developer shall deliver satisfactory evidence of professional liability insurance once the design professionals are hired for the project, or the Developer begins to provide professional services, whichever comes first. (For purpose of these insurance requirements and the indemnity provisions for "design professional(s)" shall include, but not be limited to, the following: architects, structural engineers, civil engineers, geotechnical engineers and environmental consultants.) In the event that a particular design professional has been contracted or has substantially or fully completed their work prior to the execution of the Agreement, the City may waive this requirement.

The aforementioned certificate(s) or evidence of insurance shall be signed by a person authorized by the insurers to bind coverage on its behalf and shall be in form and substance acceptable to the City. The Developer shall provide the City with certificates of insurance and applicable endorsements each year during the term of the Agreement to evidence its annual compliance with the insurance requirements set forth herein. Endorsements shall be issued by the insurance company on the applicable policy form as required by the Agreement. The City reserve the right to require complete certified copies of all policies at any time. The failure of the City to object to the form or substance of any certificate, endorsement or policy shall not relieve the Developer of the responsibility to obtain and maintain at all times the insurance required by the Agreement.

(3) Said insurance shall be in a form acceptable to the City and may provide for such deductible(s) as may be acceptable to the City. Any self-insurance program and self-insured retention must be separately approved by the City. In the event such insurance does provide for deductible(s) or self insurance, the Developer agrees that it and/or the entities with which it contracts, will defend (with counsel acceptable to the City), indemnify and hold harmless the City in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. This indemnity shall survive the expiration or earlier termination of the Agreement.

(4) Each policy shall be endorsed to stipulate, that the City be given at least thirty (30) days written notice in advance of any cancellation for any policy of insurance required herein, excepting ten (10) days written notice for non-payment of premium. The Developer shall give the City immediate notice of any insurance claim or loss which may be covered by insurance.

(5) The Developer represents and warrants that the insurance coverage required herein will be required of the Developer's contracted third parties, including but not limited to, general contractors, subcontractors, architects, engineers and other design professionals. It is the Developer's responsibility to obtain separate written approval from the City to waive this provision for contractual obligations the Developer entered into or fully performed prior to the execution of the Agreement.

(6) All certificates of insurance and additional insured endorsements shall carry the following identifier:

El Monte Metro Veteran Housing, LP
_____ - _____ Center Street
El Monte, CA 91731

(7) The aforementioned insurance policies shall be primary and non-contributory insurance with respect to the City, except when the Developer executed a contract subject to this clause before the Agreement is executed.

(8) The aforementioned insurance policies shall each contain a waiver of subrogation, for the benefit of the City.

(9) Failure on the part of the Developer and/or any entities with which the Developer contracts, to procure or maintain the insurance coverage required herein may, upon the City's sole discretion, constitute a material breach of the Agreement pursuant to which the City may immediately terminate the Agreement and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the City, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the City shall be immediately repaid by the Developer to the City, upon demand, including interest thereon at the Default Rate. In the event of such a breach, the City shall have the right,

at its sole election, to participate in and control any insurance claim adjustment or dispute with the insurance carrier to the extent permitted by the insurance policy form. The Developer's failure to assert or delay in asserting any claim shall not diminish or impair the City's rights against the Developer or the insurance carrier to the extent permitted by the insurance policy form.

(10) The Developer, or any entity with which the Developer contracts, shall name the City as additional insureds on the general liability insurance policy set forth below, then the Additional Insured Endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85. In the alternative and in the City's sole and absolute discretion, it may accept both CG 20 10 10 01 and CG 20 37 10 01, or their equivalents, in place of CG 20 10 11 85. The Developer shall not be required to provide completed operations liability insurance during the development period, which completed operations insurance shall be provided solely by its general contractor and its sub-tier contractors.

(11) The Developer and/or specified entities with which the Developer contracts shall procure and maintain, at their expense, for the duration of the Agreement unless otherwise set forth herein the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with performance under the Agreement:

(a) GENERAL LIABILITY INSURANCE: (written on ISO policy form CG 00 01 or its equivalent) including coverage for bodily injury, personal injury, property damage, and contractual liability with limits of not less than the following:

General Aggregate	\$2,000,000
Products/ Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The City Agencies shall be named as additional insureds on such policy.

(i) Additional Insured Endorsement Form: In addition, the Developer must provide evidence of or a separate Additional Insured Endorsement form, identifying the City as additional insureds with primary and non-contributory coverage for the general liability insurance policy.

(ii) Abuse and Sexual Molestation Endorsement for Minors: If the services provided in relation to the Agreement relate in any way to minors, then this policy shall also include an endorsement for abuse and sexual molestation.

(b) PROPERTY INSURANCE: Based upon the specifics of the El Monte Metro Veteran Housing Project, the City have the right to require the Developer to obtain either "Basic Form" or "Special Form" property insurance as follows:

(i) "Special Form" perils property insurance coverage shall be provided for both Builders Risk (course of construction) and completed operational property. All builders risk insurance shall provide coverage against theft, vandalism, malicious mischief, collapse, false work, temporary buildings on site, theft and vandalism to construction materials, building materials in transit and debris removal including demolition occasioned by enforcement of any applicable building codes. The amount of the property coverage shall at all times meet or exceed the full replacement value of materials supplied or installed by others and all existing structures, improvements and fixtures on the mortgaged property. There shall not be a "co-insurance" clause and the Developer agrees to waive any co-insurance clause to the full extent described in the insurance policy form. If a co-insurance waiver is not commercially available at reasonable rates, the City may waive this requirement. Said insurance shall be maintained for the duration of the Agreement. The City shall be named as loss payees on such policy.

(ii) If "Special Form" is not available from the Developer's underwriters due to market conditions or unreasonable costs, or the City determine "Basic Form" is preferred, "Basic Form" may be obtained in lieu of "Special Form." "Basic Form" insurance coverage shall include, without limitation, insurance against the perils of fire and physical loss of damage including, without duplication of coverage, vandalism, malicious mischief and extended coverage. The amount of the property coverage shall at all times meet or exceed the actual cash value ("ACV") of all existing structures, improvements and fixtures on the Site. Said insurance shall be maintained for the duration of the Agreement. The City shall be named as loss payee on such policy.

(c) FLOOD INSURANCE: Flood Insurance shall be maintained for any project located in a Special Flood Hazard Area. The flood insurance shall provide coverage in an amount that at all times meets the maximum limit available through the National Flood Insurance Program (NFIP).

(d) AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

(e) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY: Insurance providing workers' compensation benefits, as required by the Labor Code of the State of California. This must include a waiver of subrogation in favor of the City. In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-Policy Limit	\$1,000,000
Disease-Each Employee	\$1,000,000

(f) PROFESSIONAL LIABILITY INSURANCE, (If Applicable) including

coverage for bodily injury and property damage in an amount not less than One Million Dollars (\$1,000,000) for each occurrence and general aggregate. Said insurance shall be maintained for the statutory period during which the professional maybe exposed to liability. If the Developer is not providing professional services, then it is the responsibility of the Developer to obtain separate written approval from the City to eliminate this professional liability insurance requirement. The Developer shall require that the aforementioned professional liability insurance coverage language be incorporated into its contract with any other entity with which it contracts for professional services, if required.

(g) POLLUTION LIABILITY INSURANCE, (If Applicable) including coverage for bodily injury, property damages, and environmental damage with limits of not less than the following:

General Aggregate	\$ 2,000,000
Completed Operations	\$ 2,000,000
Each Occurrence	\$ 1,000,000

Said policy shall also include, but not be limited to: coverage for any and all remediation costs, including, but not limited to, restoration costs, and coverage for the removal, repair, handling, and disposal of asbestos and/or lead containing materials where applicable. The City shall be covered as additional insureds on the pollution liability insurance policy. If the general liability insurance policy and/or the pollution liability insurance policy are written on a claims-made form, then said policy or policies shall also comply with all of the following requirements:

(i) The retroactive date must be shown on the policy and must be before the date of the Agreement or the beginning of the work or services that are the subject of the Agreement;

(ii) Insurance must be maintained and evidence of insurance must be provided for the duration of the Agreement or for five (5) years after completion of the work or services that are the subject of the Agreement, whichever is greater;

(iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, then the Developer must purchase an extended period coverage for a minimum of five (5) years after completion of work or services that are the subject of the Agreement;

(iv) A copy of the claims reporting requirements must be submitted to the City for review; and

(v) If the work or services that are the subject of the Agreement involve lead based paint or asbestos identification/remediation, then the Developer's Pollution Liability shall not contain any lead-based paint or asbestos exclusions.

[NOTE: Scope of Pollution Liability Insurance t/b/d]

(h) CRIME INSURANCE, (If Applicable) including coverage against loss of money, securities, inventory or other property, with limits in amounts not less than indicated below:

Employee Dishonesty Coverage	\$500,000
Forgery or Alteration Coverage	\$500,000

The above mentioned insurance provisions shall remain in full force and effect and survive the cancellation, termination, and/or expiration of the Agreement. The Developer further agrees to require any entities with which it contracts to agree to and abide aforementioned insurance requirements in favor of the City.

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ATTACHMENT NO. 10

FORM OF CERTIFICATE OF COMPLETION

ATTACHMENT NO. 11

RESERVED

ATTACHMENT NO. 12

RESERVED

ATTACHMENT NO. 13

FORM OF TROLLEY STATION RELOCATION AGREEMENT

RECORDING REQUESTED BY:

City of El Monte

WHEN RECORDED MAIL TO:

City of El Monte

Office of the City Attorney

El Monte City Hall - East

11333 Valley Boulevard

El Monte, CA 91731

Attn: City Attorney

(Space Above This Line For Recorder's Use)

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

**2020
CITY OF EL MONTE**

**FORM OF EL MONTE TROLLEY STATION TEMPORARY RELOCATION
CONSTRUCTION AGREEMENT AND LICENSE**

THIS EL MONTE TROLLEY STATION TEMPORARY RELOCATION CONSTRUCTION AGREEMENT AND LICENSE ("Agreement") is dated as of February 4, 2020 (the "Effective Date"), by and among El Monte Metro Veteran Housing, LP, a California limited liability company (the "Developer"), the City of El Monte, a municipal corporation (the "City"), and the Los Angeles County Metropolitan Transportation Authority ("Metro"), a public agency existing under the laws of the State of California in light of the facts set forth in the following recital paragraphs:

RECITALS

A. City and Developer are parties to that certain Amended and Restated Disposition, Development and Affordable Rental Housing Loan Agreement dated for reference purposes only as of February 4, 2020 (the "Development Agreement"). Pursuant to the Development Agreement, City has agreed to grant to Developer the rights as provided in this Agreement in order to permit Developer to fulfill certain obligations thereunder in connection with the disposition of certain real property by the City to Developer (as defined in the Development Agreement, the "Site") for affordable rental housing development as more particularly described in the Development Agreement (the "Housing Project").

B. City owns certain real property located in the City of El Monte, California also known as the El Monte Trolley Station and described in Exhibit "A" attached (the "Temporary Relocation Property" or "Property"), in close proximity to the Site. The Conditions of Approval (as defined below) for the Housing Project require that Developer conduct certain construction on the Temporary Relocation Property for the benefit of the City in order to provide for public mass transit operations and the temporary relocation of the El Monte Trolley Station to the Temporary Relocation Property, as provided in this Agreement.

C. Provided that Developer complies with all the terms and conditions of this

Agreement, and subject to the terms and conditions set forth below, City shall grant to Developer a temporary right to enter upon and construct certain temporary improvements upon the Property, as provided below.

NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES AND THE MUTUAL COVENANTS SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

1. Grant of Construction License. Subject to the terms and conditions set forth below, as of the Effective Date as defined below, City hereby grants to Developer and its agents, representatives, consultants, officers, contractors and subcontractors a non-exclusive temporary license for the following purposes affecting the Temporary Relocation Property:
 - (i) to enter upon the Property to undertake the “Work” as this term is defined below, approved by the City for the purposes of performing the design, construction and installation of a temporary City of El Monte trolley station public mass transit facility consistent with the Conditions of Approval #74 to #81 (Temporary Relocation of the El Monte Transit Station (Trolley Station)) (the “Conditions of Approval”) set forth in City of El Monte Planning Commission Resolution No. 3544;
 - (ii) to place and store construction equipment, machinery and materials on the Temporary Relocation Property for purposes related to the Work, and
 - (iii) vehicular and pedestrian access, ingress and egress necessary to the Temporary Relocation Property in order to undertake and complete the Work.

As used herein the term “Work” means and includes all of the work of design, construction and installation of the temporary El Monte Trolley Station facility on the Property in accordance with the Plans and Specifications (as defined below). The City shall permit Developer to move transit passenger seating, signage, landscape material, fencing, and other movable personal property owned by the City and designated for relocation in the Plans and Specifications from the existing trolley station situated on the Site to the Property as part of the Work. City shall cooperate with Developer to complete the change-over of City transit bus operation from the Site to the Temporary Relocation Property, and City shall be responsible for giving appropriate notice to City transit users of the date set by City, in consultation with Developer, for the commencement of use of the Temporary Relocation Property for regular transit bus operation by City; provided, however, that nothing herein shall be deemed to require the City to suspend or terminate the use of the Site for the El Monte Trolley Station until the “Close of Escrow” occurs as this term is defined in the Development Agreement.

2. Conditions Precedent to Grant of License. Prior to commencing any part of the Work on the Temporary Relocation Property and prior as the Close of Escrow, as this term is defined in the Development Agreement, the following conditions must be satisfied:
 - (a) Each of Developer’s contractors who shall perform the Work shall have in good standing a California contractor’s license to perform such Work, and all subcontractors performing the Work shall also have in good standing a California contractor’s license to perform the portions of the Work to be performed by each of them.
 - (b) Developer shall have prepared, and City shall have approved the plans and specifications (the “Plans and Specifications”) for the performance of the Work. The Plans and Specifications shall be reasonably consistent with the Conditions of Approval and incorporate the construction and improvement standards reasonably

required by City for the public mass transit use of the Property by City as the temporary relocation facility for the El Monte Trolley Station. The approval of the Plans and Specifications for the Work by City shall not be unreasonably withheld, conditioned or delayed.

- (c) Developer has provided City with evidence of the insurance required under the Development Agreement which also covers the Work.
 - (d) Developer has provided the City with evidence that the funds necessary for the Developer to pay for the Work are immediately available to Developer.
 - (e) City has issued a written notice to Developer to commence the Work on the Property.
 - (f) City has procured any and all necessary written approvals and licenses from the Los Angeles County Metropolitan Transportation Authority ("Metro"), as grantee of the non-exclusive easement on the Temporary Relocation Property pursuant to that "Grant of Easement Affecting Public Property for Regional Public Mass Transportation Uses" dated July 1, 1993, recorded October 25, 1994 at Book 94 Page 19226768 in the Recorder's Office Los Angeles County, California, for Developer to perform the Work.
 - (g) The license(s) from the City and Metro has been recorded in the Recorder's Office Los Angeles County, California. Upon the earlier of either the termination of this Agreement or the relocation of City trolley station activities from the Temporary Relocation Property to a new long-term El Monte Trolley Station site, the Developer and Metro shall, within 60 days' request from the City, issue a quitclaim release of this Agreement with the Recorder's Office Los Angeles County, California.
3. Construction Activities. Provided that all of the conditions set forth in Section 2 above have been satisfied or waived by the City, Developer and its contractor, subcontractors, vendors, laborers, materialmen and suppliers shall have the right to enter upon the Temporary Relocation Property with personnel and equipment necessary to perform the Work, provided that all such Work shall comply with the following conditions at all times during the course of construction:
- (a) All work shall be completed in accordance with the Plans and Specifications approved by City.
 - (b) All work shall be conducted in conformance with the standards required, and permits issued by City.
 - (c) Developer shall pay for all costs of the Work. As of the date of this Agreement, Developer and City estimate that the cost and expense associated with the design, construction and installation of the temporary El Monte Trolley Station improvements and the performance of all Work on the Property shall not exceed the sum of Six Hundred Thousand Dollars (\$600,000).
 - (d) Developer shall fully pay and discharge all claims for labor, materials and services (other than any claims Developer is validly contesting in good faith, and as to which Developer or its general contractor has posted a bond as required by statute or other security with Owner in a form and in an amount satisfactory to Owner) in connection with any element of the Work and shall take all steps to forestall the assertion of claims against the Property as a result of the Work or entry on the Property by Developer.
 - (e) Developer shall pay prevailing wages to all workers engaged by Developer or any of its contractors or subcontractors who perform any element of the Work in

accordance with Section 312 of the Development Agreement

- (f) Developer shall not use the Property or permit anything to be done in or about the Property which will in any way conflict with any applicable law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated (collectively, "Legal Requirements"). No Hazardous Substances (as defined in the Development Agreement) except diesel fuel, gasoline, oil and other fuels for use in the machinery operating on the site and incidental quantities of other materials and substances normally associated with grading, construction and demolition activities, shall be used, handled, released or disposed of by Developer or its contractors, subcontractors, employees, agents or representatives, visitors or invitees at or about the Property without City's prior consent, which consent may be granted, denied, or conditioned in City's sole and absolute discretion.
 - (g) The Work shall be subject to the inspection of City. During the course of the Work if conditions are encountered which required a change or modification to the Plans and Specifications, Developer and City shall reasonably consult on the proposed change or modification to the Plans and Specifications as may then be indicated. City shall approve all modifications, changes or amendment to the Plans and Specifications and such approval by the City shall not be unreasonably withheld, conditioned or delayed.
 - (h) Developer shall not use or allow the Property to be used for any improper, unlawful or objectionable purpose, nor shall Developer cause, maintain or permit any nuisance in, on or about the Property.
4. Term and Termination. The rights granted to, and the obligations of, Developer under this Agreement commence upon the Effective Date and shall expire immediately upon the first to occur of the following (which period of time shall be referred to as the "Term"):
- (a) City's written acceptance of the Work as complete in substantial compliance with the Plans and Specifications,
 - (b) the termination of the Development Agreement, or
 - (c) any default under this Agreement by Developer, provided, however, that during the term of this Agreement, City shall provide Developer with written notice of any default by Developer of its obligations under this Agreement and Developer (or any of its limited partners) shall have ten (10) days after receipt of such notice to commence to cure any such default and, with respect to non-monetary defaults only, such cure period shall extend for so long as Developer is diligently proceeding to complete such cure thereafter.
5. Indemnity. To the fullest extent permitted by law, Developer, on behalf of itself and all of its agents, officers, partners, shareholders, employees, Developers, subcontractors, lenders, consultants, invitees and licensees with respect to the Property ("Developer Parties") agrees to exonerate, indemnify, protect, defend (with counsel reasonably approved by City) and hold harmless City, and its partners, agents, employees, officers, attorneys, accountants, affiliates, successors and assigns, from and against, and shall reimburse City with respect to, any and all claims, demands, causes of action and actual out-of-pocket loss, damage, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) of every kind or character, known or unknown, fixed or contingent, asserted against or incurred by City at any time

(“Claims”) to the extent arising or occurring after the Effective Date and prior to the termination of this Agreement, by reason of, or arising out of the Work for (i) any accident, injury to or death of persons or loss of or damage to property (excluding, for the avoidance of doubt, the Work) occurring on or about the Property; (ii) any use, misuse, maintenance or repair by Developer or the Developer Parties of the Property; (iii) any failure on the part of Developer or the Developer Parties to perform or comply with any of the terms of this Agreement; (iv) the activities of Developer or the Developer Parties on the Property; and (v) creditor’s claims, claims of vendors, mechanic’s and materialmen’s lien claims, payroll claims, claims for worker’s trust funds. Notwithstanding the foregoing, in no event shall Developer’s indemnification obligations in this paragraph cover Claims to the extent arising from (A) City’s breach of this Agreement, (B) any claim by a third party for City’s failure to perform City’s obligations under any contract or agreement between City and such third party, (C) any latent physical conditions affecting the Property actually known to City and not disclosed to Developer, and which were not known or discovered by Developer, prior to the Effective Date, (D) Developer’s mere discovery of adverse physical conditions affecting the Property (including, without limitation, any “Hazardous Materials” (as defined in the Development Agreement)) or (F) the “City Party Activities” (as hereinafter defined). The provisions of this paragraph shall survive the termination of this Agreement with respect to any Claim occurring prior to such termination. Full compliance or failure to comply with the provisions of this Agreement relating to insurance shall in no way relieve or diminish Developer’s obligation under this Section 5.

6. City’s Access; Owner Indemnity. During the Term (as provided in Paragraph 4 above), City shall not, nor shall City authorize any invitees, licensees, engineers, contractors, consultants, employees or agents (each, a “City Party”) to, enter onto or otherwise access the Property unless City has provided at least three (3) business days’ advance written notice to Developer pursuant to the notice provisions of the Development Agreement. During the Term, City, on behalf of itself and each other City Party, shall defend, indemnify and hold harmless Developer and all Developer Parties from all Claims to the extent resulting or arising from (1) any City Party on the Property, if and to the extent such parties are authorized, directed or permitted to enter onto the Property by City (collectively, the “City Party Activities”) ”) or (2) the easement and license(s) described in Section 2(f) and (g) above. Notwithstanding the foregoing, in no event shall City’s indemnification obligations in this paragraph cover Claims to the extent arising from (A) Developer’s gross negligence or willful misconduct, or (B) any claim by a third party for Developer’s failure to perform Developer’s obligations under any contract or agreement between Developer and such third party. The provisions of this paragraph shall survive the termination of this Agreement with respect to any Claims occurring during the Term.
7. Assignment. Developer shall have no rights to assign any of its rights under this Agreement without City’s consent in its sole and absolute discretion, and any such attempt shall be a default hereunder and shall be null and void.
8. Miscellaneous. All improvements constructed and installed by Developer on the Property shall be owned by City. Upon request, Developer shall deliver a quitclaim bill of sale in customary form for such improvements to the City. Developer shall provide a set of “as built drawings” for the Work upon request by City. The rights afforded to City under this Agreement are in addition to any rights or remedies provided to City under the Development Agreement, and this Agreement shall not be deemed to supersede, replace or limit the effects of the Development Agreement. In the event of any inconsistency between the terms of this Agreement and the terms of the Development Agreement, the Development Agreement shall control. This Agreement

shall be construed and enforced in accordance with the laws of the State of California. If any term, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms, covenants and conditions shall continue in full force and effect. In the event any legal-proceedings are initiated by a party hereto for enforcement of this Agreement, the prevailing party in such proceeding, or the non-dismissing party where the dismissal occurs other than by reason of a settlement, shall be entitled to recover its costs and expenses (including without limitation reasonable attorneys' fees) paid or incurred in good faith, including costs and fees of any post judgment enforcement or collection proceedings. This Agreement may be executed in counterparts, each of which shall be deemed to be part of one original instrument.

[SIGNATURES ON NEXT PAGE]

HOME VH Loan

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CITY:

City of El Monte, a municipal corporation

Date: _____

By: _____

Alma K. Martinez
City Manager

APPROVED AS TO FORM

City Attorney

METRO:

Los Angeles County Metropolitan Transportation Authority, a public agency

Date: _____

By: _____

Name: _____

Title: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

HOME VH Loan

DEVELOPER

El Monte Metro Veteran Housing, LP
a California limited liability company

By: Vista Del Monte Affordable Housing, Inc.,
a California nonprofit public benefit
corporation,
Its Sole Member

By: _____
Paul S. Park, Secretary

Date: _____, 2020

[NOTARIZED SIGNATURES REQUIRED]

HOME VH Loan

EXHIBIT A

Description of the Temporary El Monte Trolley Station Relocation Site/the Property

[Real property on the west side of Center Avenue in the City of El Monte, County of Los Angeles, State of California, described as follows:

02098.00018/1070044v2

HOME VH Loan



CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF FEBRUARY 4, 2020

January 20, 2020

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

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL TO AUTHORIZE THE PURCHASE AGREEMENT OF AUTOMATED READING METERS FROM METRON-FARNIER

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve the purchase of 152 automated reading meters and 577 installation registers from Metron-Farnier for \$42,245 plus an additional \$10,000 for contingency for a total amount of \$52,245.

BACKGROUND

The City of El Monte currently owns and maintains a potable water system serving approximately 22,000 residents, which is monitored by 3,500 water meters. The existing water meters range in size from 5/8" to 2". In October 2015, the City Council approved a replacement of all 3,500 water meters utilizing the sole source distributor Metron-Farnier for the water meter replacement project.

Since installation of the Metron-Farnier water meters, the City has been experiencing issues with the meters. As part of the warranty and in partnership with Metron-Farnier, the Public Works and Utilities Department is finishing an exchange and replacement program that has since replaced approximately 900 meters at no cost to the City.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In December 2020, staff met with Metron-Farnier in order to mitigate future failures of the original meters. Metron-Farnier proposed that the City begin migration to a new meter technology. The software/hardware is the newest technology provided by Metron-Farnier is advertised to be more reliable. In addition, the analytics are designed to promote water conservation and improve customer's ability to audit their water usage.

The City proposes to implement a pilot program to test the reliability of the new meters and technology before making any commitments and requested that the vendor provide the meters for the pilot program at cost. This project will consist of upgrading 152 meters to this new technology and replace an additional 577 registers that are currently failing.

On January 15, 2020, staff presented the pilot program to the Enterprise Committee and the Committee has recommended to proceed with the pilot and forward the proposal for City Council consideration.

CONTRACTING PROCESS

Pursuant to El Monte Municipal Code 3.24.060(a)(2) a Single-Source or Sole-Source Procurements. An item or service shall be considered single-source or sole-source if such item or service is essentially unique and can only be met solely by a single patented, copyrighted or proprietary article or process available from a single or sole source. Examples of acceptable sole source purchases are equipment for which there is no comparable competitive product, a component or replacement part for which there is no commercially available substitute and which can be obtained only from the manufacturer, or an item where compatibility with supplies, equipment, materials, general services or processes already in use by the city is the overriding consideration. This purchase is recommended as an exception to the City's competitive bidding requirement as it meets the sole source purchasing parameters.

FISCAL IMPACT

The contract will be for \$42,245 plus an additional \$10,000 for contingency for a total amount of \$52,245. Funding is available in the Utilities Water account and Water Bond accounts and will be taken from the following accounts:

600-67-696-8131	\$42,245
600-67-696-6215	<u>\$10,000</u>
Total	\$52,245

CONCLUSION

It is recommended that the City Council approve the purchase 152 automated reading meters and 577 installation registers from Metron-Farnier for a not-to-exceed amount of \$52,245.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager



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

Attachment(s):

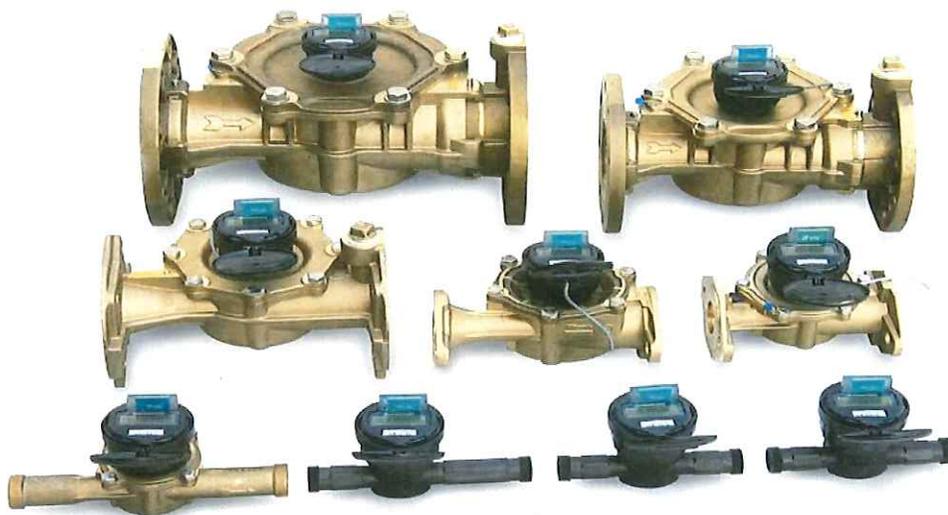
Attachment 1 – Metron-Farnier Quote

Attachment 2 – Metron-Farnier Sole Source Letter

DATE: February 4, 2020
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

Metron Farnier

Smart Water Meters & Systems



Quotation

Date: 1/23/2020

To: City of El Monte
Attn: Lewis Rudnick

Phone: 909-238-1166

Item	Quantity	Description	Unit	Total
1	152	Innov8-VNs LTE Local Antennas (Meter Types TBD)	\$200.00	\$30,400.00
2	577	Installation Registers	\$15.00	\$8,655.00

Product	\$	30,400.00
Taxes	\$	3,040.00
Installation	\$	8,655.00
Shipping	\$	150.00

Total: \$42,245.00

VN Register Pricing Includes Verizon Connectivity
No charge Integration into billing system

Quoted By: Jay Glover

Terms & Conditions:

1. Prices are F.O.B. Boulder, CO
2. State and Local Sales Tax Not Included
3. Payment: Net 30 Days

Address Purchase Order To:

METRON-FARNIER, INC.
5665 Airport Blvd.
Boulder, CO 80301
Phone: (800) 7-METRON

Metron-Farnier

Date: November 1, 2019

To: El Monte Water Department
Attn: Lewis Rudnick

Phone: (626) 238-2115

Dear Mr. Rudnick:

Metron-Farnier is the exclusive distributor of Spectrum single-jets, Enduro single-jets and Voyager Hydrant Meters, including all repair kits and upgrades for these meter types. Further we know of no other distributors for Metron-Farnier single-jets or Voyager Hydrant meters, anywhere in North America. Thank you for your interest.

Prices:

<u>Spectrums</u>	<u>Spectrum Repair Kits</u>
30D ¾"- \$160	
50 1"- \$315	
88 1.5"- \$595.	\$375
130 2"- \$795	\$465
175 3"- \$1650	\$725
500 3"- \$2395	\$1097
500 4"- \$2695	\$1385
1000 4"- \$3595	
1000 6"- \$3895	
<u>Enduro</u>	<u>Enduro Repair Kits</u>
6"- \$5695	\$1937
8"- \$5895	\$2600

Voyager Hydrant

3"- \$1450.00 (Includes GPS & Cell Reads 3yrs)

Virtual Network Datalogger \$300

All prices are good for one year from date of this letter.

Price is FOB Boulder, CO.

Dustin Rivas
Regional Manager-Metron-Farnier



CITY OF EL MONTE

PARKS, RECREATION AND
COMMUNITY SERVICES DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF FEBRUARY 4, 2020

January 20, 2020

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

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL TO AWARD A CONTRACT TO SPOHN RANCH, INC. FOR THE CONSTRUCTION OF GIBSON MARIPOSA SKATE PARK IN THE AMOUNT OF \$551,000, AND APPROPRIATE FUNDING FROM ART IN PUBLIC PLACES TO COMPLETE PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve to award a contract with Spohn Ranch, Inc. for construction services in the amount of \$479,250 with a \$71,750 project contingency not to exceed \$551,000 for Gibson Mariposa Park;
2. Authorize the appropriation of \$451,000 from the Art in Public Places Fund; and
3. Authorize the City Manager or her designee to execute necessary contract documents on behalf of the City.

BACKGROUND

In 2012, the City of El Monte opened the 4.3 acre Gibson Mariposa Park, which features a splash pad, playground, two quarter-sized basketball courts, picnic areas, benches and restrooms, and other park amenities. In the original design, the north eastern corner of the park was earmarked for a potential water treatment facility. The water treatment facility was anticipated to be developed one-year after the completion of park construction.

However, in 2018, the water treatment facility was relocated to Arden Drive given that the new site location provided a site advantage for the water treatment facility. With the relocation of the water treatment facility, the northern portion of the site has remained undeveloped. To utilize the available space, the City has been working on development of a new skate park to be placed at that location.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Parks, Recreation and Community Services Department in collaboration with the Public Works Department met with Spohn Ranch, Inc. (Spohn Ranch) which specializes in providing skate park design, construction services, and high-quality spaces for skateboarders and action sport related products and services. Spohn Ranch has the capability to provide such services economically and expediently, and since has been awarded the skate park design contract.

On August 7, 2019, the City of El Monte held their first skate park outreach meeting at the Rock N' Wednesdays Concert in the Park. The community was asked to provide feedback on materials, design and preferences for a skate park. On August 29, 2019, the Parks, Recreation and Community Services Department, in collaboration with Spohn Ranch, hosted an outreach meeting at Gibson Mariposa Park. With over 100 residents and local skateboard enthusiasts present, the community was able to provide feedback on the design features and amenities. After the outreach meeting, Spohn Ranch had gathered enough information and feedback from both the community and City staff to confidently proceed with design. In an effort to obtain thorough feedback, during the month of December 2019, the City hosted a third outreach meeting at the Holiday House, provided a survey through SurveyMonkey and offered opportunities for drop in comments at Gibson Mariposa Park. The objective of the third outreach engagement was to obtain the community's approval of the final design and amenities to be included within the skatepark. The design includes skateable art features, grind rails and a butterfly shaped bowl. The community was extremely receptive to the design and is anxiously awaiting the construction of the skate park.

Skateable art pieces are skating obstacles with an artistic flair. Gibson Mariposa Park's skatepark butterfly theme will feature 3,000 square feet of sculpted concrete curving and winding in the shape of a butterfly. The artistic "butterfly bowl" is the focal point of the design, but colored concrete "stripes" flow from the bowl throughout the entire skatepark to continue the butterfly theme and pay homage to the beautiful stripes found on a butterfly's wings.

Unlike art behind museum glass, this art is skateable and interactive, providing local youth with an opportunity to express their creativity and individual style through skateboarding. For skateboarders, their tricks will become the art with the concrete butterfly acting as the canvas. The "butterfly bowl" is one-of-a-kind. Nothing like it exists in any other skatepark, making it an iconic masterpiece. When photos and videos of the skatepark spread, the eye-catching skateable art will be instantly recognizable, providing local youth with a sense of community pride. Rather than relying on the traditional skatepark model, Skateable Art utilizes concrete sculptures to create unique terrain where the innovation of skateboarders can truly flourish. Skateable Art can regenerate any public space and is the perfect solution for multifunctional art that is aesthetically pleasing (Attachment 4). Allocation of this funding is necessary to construct the Gibson Mariposa Skatepark.

Staff is recommending that the City Council authorize a cooperative bid to the Sourcewell formerly known as NJPA, competitively bid contract with Spohn Ranch. The Sourcewell contract was a competitively bid process wherein all purchasing parties are guaranteed the greatest discounted off-catalog pricing of products and services. Use of this contract is in agreement with City's contract terms for achieving the lowest pricing available. A new competitive process facilitated by the City would therefore not be practicable or advantageous. Further, under the City, contracts for cooperative arrangements with other governmental agencies for the utilization of the purchasing contracts and professional, scientific, expert or technical services contracts of those agencies and any implementing contracts, even though the contracts and implementing contracts were not entered into through a competitive bid or proposal process, are an exception to the City's competitive bidding requirements.

Spohn Ranch has provided the City with authorization to utilize the approved Sourcewell contract (Attachment 1). Spohn Ranch's current contract with Sourcewell will expire on April 14, 2021. Additionally, Sourcewell has the option to extend its contract, which, if exercised, would extend the term of its contract for one (1) additional, one-year term to April 14, 2022.

Staff recommends awarding a construction contract to Spohn Ranch in the amount of \$479,250 with a \$71,750 project contingency for a not-to-exceed amount of \$551,000.

CONTRACTING PROCESS

Pursuant to El Monte Municipal Code 3.24.060(a) this purchase is recommended as an exception to the City's competitive bidding requirement as it meets the Cooperative Purchase Agreement parameters. A significant portion of the work will be performed offsite in Spohn Ranch's factory, this consists of precision casting precast concrete and other skate park obstacles that will be manufactured for installation. The installation and ancillary work on site will also be performed by Spohn Ranch, a California licensed and DIR-registered contractor, in compliance with local prevailing wage regulations (California Labor Code Section 1771).

Sourcewell formerly known as The National Joint Power Alliance (NJPA) is a public agency that serves as a national municipal contracting agency. It has the authority to develop and offer cooperative purchasing services to its membership. The City of El Monte is a member organization (Member ID: 26837) and therefore is able to utilize NJPA cooperative purchasing contracts in order to provide cost savings and cost avoidances that would otherwise be impossible for a City of our size to realize.

Sourcewell creates national cooperative contract purchasing opportunities and solutions on behalf of its members which include all government, education and non-profit agencies nationwide. These cooperative contract purchasing opportunities present both time and money savings for their users by consolidating numerous individually prepared solicitations to one cooperatively shared process and by the aggregation of demand from members nationwide.

Spohn Ranch was awarded a Sourcewell contract number 030117-SRI (Attachment 1) for skate park design, build, and design-build, pre-manufactured skate park, skate and action park equipment, skate parks and on-site skate park construction. The City can benefit by its competitive bidding process by using the Sourcewell Contract for the construction services of a high-quality space for skateboards and action sports athletes at Gibson Mariposa Park.

FISCAL IMPACT/FINANCING

Staff requests a project award of \$479,250 with a \$71,750 project contingency not to exceed \$551,000 be allocated for the Gibson Mariposa Skate Park construction (Attachment 2). Spohn Ranch completed an exhaustive design analysis in an effort to minimize any unexpected costs or need for change orders. The project budget contingency will be utilized only by approval of the City Manager for unforeseen expenditures.

The project budget (Attachment 3) is comprised of funding from Quimby Funds in the amount of \$100,000 (account no. 282-67-825-8601) and Art in Public Places in the amount of \$451,000 (account no. 209-67-825-8601). There is a prospective grant award of \$25,000 from the Tony Hawk Foundation which is not inclusive in the budget. Staff recommends that the City Council approve the appropriation of the Art in Public Places funding for Skateable Art at the new Gibson Mariposa Skate Park.

CONCLUSION

It is recommended that the City Council award a contract to Spohn Ranch for construction services in the amount of \$479,250 (with a \$71,750 project contingency) for a total not-to-exceed amount of \$551,000 for the construction of Gibson Mariposa Skate Park; authorize the appropriation of \$451,000 from the Art in Public Places Fund; and authorize the City Manager, or her designee, to execute necessary contract documents on behalf of the City.

HONORABLE MAYOR AND CITY COUNCIL
JANUARY 20, 2020
PAGE 5

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

ALEXANDRA MARROQUIN
Director of Parks, Recreation and Community Services



BRADEN YU
Director of Public Works and Utilities

- Attachment 1 – Spohn Ranch Authorization and Sourcewell Contract
- Attachment 2 – Spohn Ranch Construction Estimate
- Attachment 3 – Project Budget
- Attachment 4 – Project Design

DATE: February 4, 2020
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

Attachment 1

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST



Company Name: Spohn Ranch, Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
		No Exceptions	

Proposer's Signature:  Date: 2/27/17

NJPA's clarification on exceptions listed above:



Contract Award
RFP #030117

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Spohn Ranch, Inc. Date: 2/27/17

Company Address: 6824 S. Centinela Avenue

City: Los Angeles State: CA Zip: 90230

Contact Person: Kirsten Dermer Title: CEO

Authorized Signature:  Kirsten Dermer
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

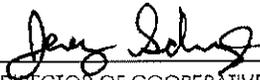
NJPA Contract #: 030117-SRI

Proposer's full legal name: Spohn Ranch, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

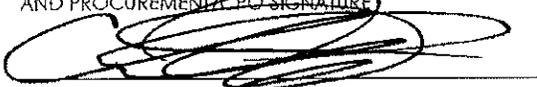
The effective date of the Contract will be April 14, 2017 and will expire on April 14, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CFO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on April 14, 2017

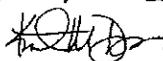
NJPA Contract # 030117-SRI

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Spohn Ranch, Inc.

Authorized Signatory's Title CEO



VENDOR AUTHORIZED SIGNATURE

Kirsten Dermer
(NAME PRINTED OR TYPED)

Executed on April 14, 20 17

NJPA Contract # 030117-SRI

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

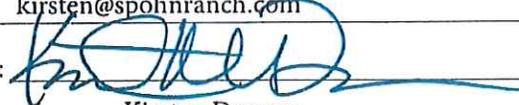
Company Name: Spohn Ranch, Inc.

Address: 6824 S. Centinela Avenue

City/State/Zip: Los Angeles, CA 90230

Telephone Number: 626-330-5803

E-mail Address: kirsten@spohnranch.com

Authorized Signature: 

Authorized Name (printed): Kirsten Dermer

Title: CEO

Date: 2/27/17

Notarized



Subscribed and sworn to before me this 27th day of February, 20 17

Notary Public in and for the County of Los Angeles State of California

My commission expires: 12/15/18

Signature: 



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: **Spohn Ranch, Inc.**

Questionnaire completed by: **Spohn Ranch, Inc./ Kirsten Dermer**

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)? **Payment terms depend on the type of project. If simply a purchase of standard equipment, payment terms are net 30. If a project is design-build and involves some custom work, we bill on a percentage of completion basis.**

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Spohn Ranch will partner with National Cooperative Leasing (NCL) to offer NJPA members a complete suite of finance solutions. NCL is a current NJPA financing contract holder (#032615-NCL) and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between Spohn Ranch and NCL.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

Orders will be made via purchase order, after Spohn Ranch and the client agree upon a proposal including terms and scope of work. A purchase order would have NJPA's contract number identified and logged in Spohn Ranch's enterprise management system. Spohn Ranch would be able to report in real time on the amount of sales using the NJPA contract. Certain projects may also require supplemental agreements between Spohn Ranch and the client to address project-specific items such as prevailing wage, bonding requirements, etc.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process? **No.**

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor? **Yes.**
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage? **Yes.**
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? **Yes.**

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? **No.** How will NJPA Members in these regions be provided service for warranty repair?
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? **If there were any, Spohn Ranch would pass through and facilitate warranty claims.**
- What are your proposed exchange and return programs and policies? **N/A. Our work is subject to the client's acceptance. If accepted, it is subject to Spohn Ranch's industry-leading warranty as the remedy for any post-installation issues.**

6) Describe any service contract options for the items included in your proposal.

Service is not typically part of the proposal. Spohn's affiliate, Action Park Alliance, provides comprehensive skate park management, planning, and programming if desired.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Spohn Ranch offers the entire suite of design and build services for skatepark delivery. Spohn Ranch offers manufactured concrete and modular (skatelite, wood, steel, hybrid) skatepark products, shipping and installation of such products, as well as ancillary on-site construction services including excavation, drainage, landscaping, fill, forming, rebar, concrete pouring & testing. Each design is custom, based upon the needs and desires of the individual community and Spohn Ranch has the capability of creating new features.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

We have provided detailed price lists with SKUs electronically (on the enclosed thumb drive) for each product line and all ancillary services. We have also provided detailed product information including technical specifications and warranty. All our above-ground modular ramp systems are branded with the TrueRide name.

- SpohnCrete – precast concrete
- TrueRide HD Series – galvanized steel structure with Skatelite Pro surface
- TrueRide Steel Series – powder-coated steel structure and surface
- TrueRide Classic Series – ACQ-treated lumber structure with Skatelite Pro surface
- Ancillary Services – site preparation, concrete work, site amenities

We will apply the NJPA contracting discount to the entire order, as a lump sum.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

8% off MSRP

10) The pricing offered in this proposal is

- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.

- _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

N/A. Skateparks are not typically ordered in quantity.

12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

We will supply a quote for each request for sourced, open-market, or non-standard products.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

All additional charges are detailed in our Ancillary Costs price sheet, in electronic format on the thumb drive.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Spohn Ranch owns our own trucking company, serving the entire United States. For each project, Spohn Ranch will seek to find the most effective manner of shipping, whether self-shipping in its own trucks, or obtaining shipping on the market.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Standard shipping would apply – container shipping for manufactured goods to Alaska and Hawaii. Canada via truck.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Spohn Ranch owns a trucking subsidiary, enabling us to control deliveries of pre-cast/modular products.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

Spohn Ranch’s head of sales will cross reference NJPA Purchase Orders with the total amount reported to ensure accuracy. NJPA pricing will be set automatically within Spohn Ranch’s data system. Each order will be cross checked against the NJPA price list prior to fulfillment.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s

sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Two percent of gross sales.

Industry-Specific Questions

19) Of the following main categories, identify those in which you provide solutions: playground, recreation, aquatic/beach, and/or ice arena.

Playground, recreation

20) If your RFP offering better fits within a sub-category not identified in the preceding question, identify the subcategory using the list provided in the scope section of this RFP (Sec. 3.17.1.1).

Spohn Ranch's goods and services more properly are classified as 11. Skate park solutions.

21) Rank any subcategories you fit into (e.g., 1-5) based on how strongly you are positioned within each.

1. **(11 – Skate park solutions).**
2. **(2 – Recreation)**
3. **(5 – Playground Surfacing)**
4. **(6 – Outdoor exercise equipment)**

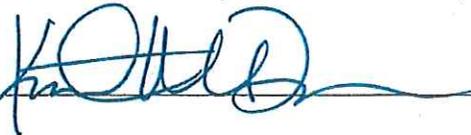
22) Specifically describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.

Spohn Ranch has the highest quality manufacturing facilities for its pre-cast product, making it more durable, with fewer joints, than other pre-cast products. Spohn Ranch's pre-cast concrete has the optimal PSI, rebar, and obstacle size. Spohn Ranch also has the most stringent specifications for its poured-in-place concrete including specific and proprietary concrete mix designs for use in different climatic zones.

23) Describe any serviceability attributes that your offered solutions contain. Please indicate which of these attributes are considered "industry-expected attributes" and which you believe are "vendor differentiators."

Spohn Ranch's pre-cast concrete skateparks are the most serviceable product available in the industry. Spohn Ranch's pre-cast specifications eclipse competing products by a significant margin and have become the industry standard. The extremely limited need to maintain and lack of needed capital repairs make Spohn Ranch's primary product line eminently serviceable. Similarly, our proprietary mix designs and ACI certified nozzlemen make our poured-in-place concrete skatepark products a vendor-differentiator. Together, Spohn Ranch's hybrid skateparks require less service and have easier service, than any other manufacturer, designer, or builder in the market.

Signature: _____



Date: 2/27/17



DESIGN. BUILD. COME TOGETHER.

CONSTRUCTION COST ESTIMATE
 GIBSON MARIPOSA SKATEPARK
 CITY OF EL MONTE, CALIFORNIA
 DECEMBER 4, 2019

SCOPE OF WORK:	ESTIMATED COST:
GENERAL:	
MOBILIZATION	\$5,000.00
MISCELLANEOUS MATERIALS/SUPPLIES	\$4,470.00
GROUND TRANSPORTATION	\$8,470.00
EQUIPMENT FUEL	\$2,180.00
TEMPORARY CONSTRUCTION FENCING	\$2,690.00
TEMPORARY CONSTRUCTION ENTRANCE	\$1,860.00
CONSTRUCTION STAKING	\$3,320.00
SITE SET-UP	\$2,480.00
PUNCH LIST, CLEAN-UP & DE-MOBILIZATION	\$6,950.00
EARTHWORK:	
EARTHWORK EQUIPMENT – MINI-EXCAVATOR, SKID STEER, ROLLER, ETC.	\$15,360.00
CLEARING & GRUBBING	\$4,550.00
HAULING & DISPOSAL FOR CLEARED/GRUBBED MATERIAL	\$2,490.00
ROUGH GRADING & COMPACTION	\$15,180.00
FINE GRADING	\$8,210.00
DRAINAGE:	
DRAINAGE MATERIALS – DRAIN LINE, FLOOR DRAINS, DRYWELL, ETC.	\$4,980.00
TRENCHING, LINE INSTALLATION, TRENCH BACKFILL, DRYWELL INSTALL, ETC.	\$4,550.00
STEEL:	
REINFORCING STEEL	\$4,990.00
STEEL GRIND RAILS	\$6,230.00
STEEL EDGE PROTECTION	\$2,500.00
STEEL COPING	\$13,850.00
STEEL PANS	\$14,130.00
FIELD WELDING	\$1,080.00
CONCRETE:	
CONCRETE EQUIPMENT – PUMP, COMPRESSOR, ETC.	\$7,700.00
FORMING LUMBER	\$1,670.00



DESIGN. BUILD. COME TOGETHER.

CNC-CUT SCREEDS	\$1,990.00
CONCRETE	\$46,320.00
INTEGRAL COLOR	\$16,390.00
SIKAFLEX SEALANT	\$2,160.00
CONCRETE FOOTINGS FOR GRIND RAILS – FORM, REINFORCE, PLACE & FINISH CONCRETE	\$2,690.00
CONCRETE FLATWORK – FORM, REINFORCE, PLACE & FINISH CONCRETE	\$68,570.00
CONCRETE FOR STEEL PANS – PLACE & FINISH CONCRETE	\$2,960.00
CONCRETE MANUAL PADS – FORM, REINFORCE, PLACE & FINISH CONCRETE	\$5,020.00
CONCRETE STAIRS – FORM, REINFORCE, PLACE & FINISH CONCRETE	\$5,110.00
CONCRETE BANKS & QUARTER-PIPES – FORM, REINFORCE, PLACE & FINISH CONCRETE	\$94,940.00
SAW-CUT CONTROL JOINTS, EXPANSION JOINTS & SEALING	\$9,880.00
LANDSCAPING:	
LANDSCAPING	\$19,500.00
IRRIGATION	\$12,000.00
LIGHTING:	
LIGHTING MATERIALS – LUMEC POLES/FIXTURES, CONDUIT, ETC.	\$19,600.00
LIGHT POLE FOUNDATIONS	\$6,450.00
INSTALLATION – TRENCHING, WIRING, ETC.	\$11,330.00
SUB-TOTAL	\$469,800.00
BONDING	\$9,450.00
TOTAL ESTIMATED COST WITH BONDING	\$479,250.00

ASSUMPTIONS:

- Owner to provide temporary water access within 150' of skatepark footprint (minimum ¾" line with sufficient pressure/volume)
- Owner to provide temporary power access within 150' of skatepark footprint (minimum two 20-amp circuits (110v))
- Estimate assumes 2019 California DIR prevailing wage determination
- Estimate does not include 3rd party testing/inspections
- Estimate does not include permit fees
- Estimate does not include any work not expressly described in scope of work

GIBSON MARIPOSA PARK IMPROVEMENT PROJECT
SCOPE AND BUDGET ESTIMATE

Project Activity	Proposed Project Budget
Project includes Skate Park conceptual plan, outreach, plan design, 7,000 sq. ft. skate park construction with art sculpture amenities, butterfly bowl, landscaping, security cameras and other park enhancements.	\$479,250
Contingency (15%)	\$ 71,750
TOTAL PROJECT BUDGET	\$ 551,000

Funding Category	Proposed Budget
Quimby Funds (Pending CC approval at 1/28/2020 meeting)	\$ 100,000
Art in Public Places (Request Funds at 2/4 CC Meeting)	\$ 451,000
TOTAL FUNDING BUDGET	\$ 551,000





CITY OF EL MONTE
CITY MANAGER'S OFFICE AND
HUMAN RESOURCES / RISK MANAGEMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF FEBRUARY 4, 2020

January 30, 2020

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

Honorable Mayor and City Council:

APPROVAL OF SIDE LETTER #1 TO THE 2018-2020 MOU WITH THE EL MONTE POLICE MID-MANAGERS' ASSOCIATION, FOR THE PERIOD COVERING JANUARY 1, 2020 THROUGH DECEMBER 31, 2022

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve Side Letter #1 with the El Monte Police Mid-Managers' Association ("PMMA"), covering the period of January 1, 2020 through December 31, 2022.

PURPOSE/BACKGROUND

The current PMMA Memorandum of Understanding ("MOU") does not expire until December 31, 2020.

However, in the interest of achieving cost sharing of retirement benefits in advance of the expiration of the current MOU, the City and the PMMA engaged in informal discussions to explore possibilities that may be agreeable and beneficial to both parties.

On December 18, 2019, the City reached a tentative agreement with the PMMA for a new Side Letter covering the term of January 1, 2020 through December 31, 2022.

On January 15, 2020, the PMMA successfully ratified the new Side Letter.

DISCUSSION

The key terms of the new Side Letter involve the same salary adjustment rates in exchange for the same employee contribution rates toward their CalPERS pension costs as previously agreed to by the El Monte Police Officers' Association ("EMPOA") (see below):

Effective Date	Salary Adjustment	Total Employee Contribution Paid by Employee	Total Employee Contribution Paid by City
Current	N/A	0%	9%
1/1/2020	6% (3% existing + 3% additional)*	3%	6%
1/1/2021	4% (offset by "salary differential" savings)**	6%	3%
1/1/2022	5% (offset by "salary differential" savings)**	9%	0%

**Under the current PMMA MOU (January 1, 2018 – December 31, 2020), unit members would receive a three percent (3%) salary adjustment effective January 1, 2020. As such, the six percent (6%) salary adjustment effective January 1, 2020 in the table above represents only a three percent (3%) adjustment under the new Side Letter, in exchange for a three percent (3%) employee pension contribution.*

***Further, pursuant to the "Salary Differential" provision outlined in Section 1 of the current PMMA MOU, in order to prevent compaction issues between ranks, the City is required to maintain certain minimum spreads between the pay of Sergeants and Lieutenants, as well as between the pay of Lieutenants and Captains.*

***As a result of the COLAs agreed to with the EMPOA for 2021 and 2022, via Side Letter #2 approved by City Council on September 17, 2019, the City would have been required to increase the salaries of PMMA members in 2021 and 2022 in order to maintain the minimum "salary differentials" provided for in their MOU, barring any changes to such provision prior to that time. As a result, the costs of the PMMA COLAs for 2021 and 2022 are partially offset by the "salary differential" adjustments that would otherwise have occurred. When coupled with the offset of the additional employee pension contributions for those years, the terms of PMMA Side Letter #1 represent a net savings to the City.*

FISCAL IMPACT

The estimated grand total three-year savings to the Retirement Fund as a result of the employee retirement contributions in the new Side Letter is \$249,855.

The estimated grand total three-year cost to the City of the salary adjustments and additional pay provisions in the new Side Letter is \$143,355.

The estimated total savings to the Retirement Fund in fiscal year 2019/2020 is \$20,578.

The estimated total net cost to the General Fund in fiscal year 2019/2020 \$17,745.

These savings and costs will be included in the mid-year amendment for the 2019/2020 budget.

RECOMMENDATION

City staff recommends that the City Council approve the new Side Letter #1 with the El Monte Police Mid-Managers' Association, covering the period of January 1, 2020 through December 31, 2022.

Respectfully submitted,

ALMA MARTINEZ
City Manager

JOHN NGUYEN
Acting Human Resources/Risk Management Director

Attachments: 1. PMMA Side Letter #1

DATE: February 4, 2020
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

**February 2020
Side Letter Agreement #1
Between the City of El Monte and the El Monte Police Mid-Managers' Association**

This Side Letter #1 to the current January 1, 2018 - December 31, 2020 Memorandum of Understanding ("MOU") between the El Monte Police Mid-Managers' Association ("PMMA") and the City of El Monte ("City") dated July 5, 2018, is made and entered into this 4th day of February 2020 by and between the City and PMMA. For purposes of this Side Letter #1, the capitalized term "Parties" shall be a collective reference to both the City and PMMA, and the capitalized term "Party" shall refer to either the City or PMMA interchangeably as appropriate.

WHEREAS, the Parties have agreed to extend the term of the MOU through December 31, 2022; and

WHEREAS, the City has agreed to certain salary adjustments for the extended term of the MOU on the express condition that PMMA agrees to reductions in the percentage of the Employer Paid Member Contribution for Public Employees' Retirement System benefits that is paid for by the City; and

WHEREAS, except as expressly set forth in this Side Letter #1, the Parties have agreed that all other terms and conditions of the 2018-2020 MOU shall remain in full force and effect; and

WHEREAS, this Side Letter #1 shall be submitted to the El Monte City Council ("City Council") for ratification upon execution by both Parties.

NOW, THEREFORE, the Parties to agree as follows:

SECTION I. Section 2 (Salary Adjustments) of Article 2 is hereby amended to replace subsection C in its entirety and to add subsections D and E to state as follows:

- C. Retroactive to January 1, 2020, all classifications in the Unit shall receive a six percent (6%) salary adjustment above the standard classification's assigned salary range in effect as of December 31, 2019.
- D. Effective January 1, 2021, all classifications in the Unit shall receive a four percent (4%) salary adjustment above the standard classification's then current assigned salary range.
- E. Effective January 1, 2022, all classifications in the Unit shall receive a five percent (5%) salary adjustment above the standard classification's then current assigned salary range.

SECTION II. Section 4(B) (Employee CalPERS Contribution – 9%) of Article 3 is hereby retitled to “Employee CalPERS Contributions” and amended in its entirety to state as follows:

1. Classic Members

- a. The unit employee contribution is nine percent (9%) of base salary.
- b. The City shall contribute this nine percent (9%) on the unit employee’s behalf as Employer Paid Member Contribution (EPMC) and report the same to CalPERS as special compensation under Government Code §20636(C)(4) through December 31, 2019.
- c. Retroactive to January 1, 2020, unit employees shall pay three percent (3%) of the CalPERS employee rate. The City shall pay the remaining six percent (6%) of the employee rate as EPMC and report the same to CalPERS as special compensation under Government Code §20636(C)(4) through December 31, 2020.
- d. Effective January 1, 2021, unit employees shall pay an additional three percent (3%) of the CalPERS employee rate, for a total of six percent (6%). The City shall pay the remaining three percent (3%) of the employee rate as EPMC and report the same to CalPERS as special compensation under Government Code §20636(C)(4) through December 31, 2021.
- e. Effective January 1, 2022, unit employees shall pay an additional three percent (3%) of the CalPERS employee rate, for a total of nine percent (9%). This provision will eliminate EPMC entirely.

2. New Members

New members’ contribution rates are required to be the greater of fifty percent (50%) of the total normal cost, as determined annually by CalPERS, or the current contribution rate of similarly situated employees.

SECTION III. Section 4(C)(8) (Additional Retirement Benefit – Classic Members) of Article 3 is hereby deleted.

SECTION IV. Section 1 (Term of Memorandum of Understanding) of Article 7 is hereby amended in its entirety to state as follows:

This MOU shall be effective January 1, 2018, except as otherwise provided here in, and together with all the terms, conditions and effects thereof, shall expire on midnight on December 31, 2022.

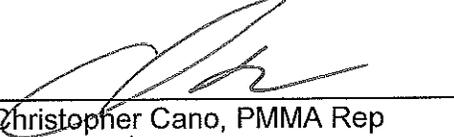
This Side Letter was ratified by a majority vote of the members of the El Monte Police Mid-Managers' Association on January 14, 2020 and approved by the El Monte City Council at its Regular Meeting of February 4, 2020, as agenda item# _____.

CITY OF EL MONTE

By: 
Alma Martínez, City Manager

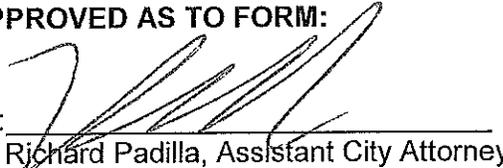
Date: 1/30/2020

EL MONTE POLICE MID-MANAGERS' ASSOCIATION

By: 
Christopher Cano, PMMA Rep

Date: 1/17/2020

APPROVED AS TO FORM:

By: 
Richard Padilla, Assistant City Attorney



CITY OF EL MONTE
HUMAN RESOURCES / RISK MANAGEMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF FEBRUARY 4, 2020

January 29, 2020

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

Honorable Mayor and City Council:

CONSIDERATION AND APPROVAL OF A RESOLUTION REGARDING PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC) TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve the attached Resolution regarding paying and reporting the value of EPMC to CalPERS, effective January 1, 2020.

PURPOSE/BACKGROUND

For "classic" CalPERS members, the City has the option to pay member contributions – Employer Paid Member Contributions ("EPMC") – and report the value of such as additional compensation.

On February 4, 2020, the City Council is scheduled to ratify Side Letter #1 with the Police Mid-Managers' Association ("PMMA"), which contains reductions to the payment and reported value of EPMC for all PMMA members.

Also slated for Council approval on February 4, 2020, is an updated Executive Benefits Profile, which contains further reductions to the payment and reported value of EPMC for the Chief of Police.

Subject to City Council approval of the two aforementioned documents, the resolution proposed herein is required to effectuate the stipulated changes to EPMC in the CalPERS system.

DISCUSSION

Currently, the City pays the full employee contribution rate of nine percent (9%) for all PMMA members as EPMC and reports the value of said EPMC as additional compensation to CalPERS.

In response to the current budget deficit, coupled with current trends in the labor market, the City has been making a concerted effort to increase employee cost sharing of benefits provided through the City. A particular area of focus in this endeavor is in relation to the cost of CalPERS retirement benefits.

In late December 2019, the City reached agreement with PMMA to achieve incremental cost sharing of CalPERS employee costs and thereby eliminate EPMC costs over the next three years as follows:

Year	Employee Contribution
2020	3%
2021	6%
2022	9%

Additionally, in consultation with the City Manager, the Chief of Police has voluntarily agreed to increase his CalPERS employee contribution from three percent (3%) to a total of six percent (6%), retroactive to January 1, 2020.

Effective January 1, 2021, the Chief of Police will increase his employee contribution to the full nine percent (9%), which will make him the first "classic" CalPERS member to achieve full cost sharing, based on current schedules agreed to with all bargaining units.

In order to effectuate the aforementioned 2020 reductions to EPMC, CalPERS requires the City to adopt a specific resolution, which is attached hereto.

The proposed resolution has been reviewed and approved as to form by the City Attorney's Office.

FISCAL IMPACT

The total approximate savings to the Retirement Fund as a result of the additional EPMC reductions for the remainder of Fiscal Year 2019/2020 is \$25,100.

These savings are not currently reflected in the Fiscal Year 2019/2020 budget, but will be incorporated into the mid-year budget amendment.

RECOMMENDATION

It is recommended that the City Council consider and approve the attached Resolution regarding paying and reporting the value of EMPC to CalPERS, effective January 1, 2020.

Respectfully submitted,

ALMA MARTINEZ
City Manager

JOHN NGUYEN
Acting Human Resources/Risk Management Director

Attachments: 1. Resolution

DATE: February 4, 2020
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 REGARDING PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC) TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS)

WHEREAS, the City Council of the City of El Monte has the authority to implement Government Code Section 20636(c)(4) pursuant to Government Code Section 20691; and

WHEREAS, the City Council of the City of El Monte has a written labor policy or agreement which specifically provides for the normal member contributions to the California Employees' Retirement System ("CalPERS") to be paid by the employer, and reported as additional compensation; and

WHEREAS, one of the steps in the procedures to implement Government Code Section 20691 is the adoption by the City Council of the City of El Monte of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions ("EPMC"); and

WHEREAS, the City Council of the City of El Monte adopted Resolution No. 7554 on December 13, 1994 to commence paying and reporting the value of EPMC for all employees in the miscellaneous membership category and all employees in the safety membership category; and

WHEREAS, the City Council of the City of El Monte adopted Resolution No. 10023 on August 7, 2019 to amend certain conditions for the purpose of its election to pay EPMC consistent with recent amendments to a written labor policy, and to repeal and replace prior Resolution No. 7554; and

WHEREAS, the City Council of the City of El Monte adopted Resolution No. 10077 on December 17, 2019 to amend certain conditions for the purpose of its election to pay EPMC consistent with recent amendments to a written labor policy, to reinstate prior Resolution No. 7554, and to repeal and replace prior Resolution No. 10023; and

WHEREAS, the City Council of the City of El Monte wishes to amend certain conditions for the purpose of its election to pay EPMC consistent with recent amendments to a written labor policy; and

WHEREAS, the City Council of the City of El Monte ("City") has identified the following conditions for the purpose of its election to pay EPMC:

1. Retroactive to January 1, 2020, the following benefit shall apply to all Executive employees in the safety membership category:
 - The City elects to pay three percent (3%) of the normal contribution as EPMC, and report the same percent (value) of compensation earnable as additional compensation.

2. Retroactive to January 1, 2020, the following benefit shall apply to all employees in the safety membership category represented by the City of El Monte Police Mid-Managers' Association:
 - The City elects to pay six percent (6%) of the normal contributions as EPMC, and report the same percent (value) of compensation earnable as additional compensation.

The effective date of this Resolution shall be February 4, 2020.

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 finds that the foregoing Recitals are true and correct and hereby incorporates them into this Resolution as though fully set forth herein.

SECTION 2. The City Council hereby elects to pay and report the value of EPMC as set forth above.

SECTION 3. This Resolution shall take effect on February 4, 2020. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED AND ADOPTED by the City Council of the City of El Monte at its regular meeting of this 4th day of February 2020.

Andre Quintero, Mayor

ATTEST:

Catherine A. Eredia, City Clerk

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

I, Catherine A. Eredia, City Clerk of the City of El Monte, hereby certify that the foregoing Resolution No. ____ was passed and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 4th day of February 2020 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Catherine A. Eredia, City Clerk



CITY OF EL MONTE
HUMAN RESOURCES / RISK MANAGEMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF FEBRUARY 4, 2020

January 29, 2020

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

Honorable Mayor and City Council:

CONSIDERATION AND APPROVAL OF A RESOLUTION UPDATING AND AMENDING THE CITY OF EL MONTE EXECUTIVE BENEFITS PROFILE AND REPEALING RESOLUTION NO. 10076.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve the attached Resolution updating and amending the City of El Monte Executive Benefits Profile, effective January 1, 2020, and repealing and replacing Resolution No. 10076.

PURPOSE/BACKGROUND

The Executive Benefits Profile ("Profile") provides a comprehensive outline of compensation and benefit practices, forms, and amounts that apply to all Executive Management Team members/classifications ("Executives") identified therein.

Under the current iteration of the Profile approved by City Council on December 17, 2019 by Resolution No. 10076, in conjunction with a side letter agreement recently reached with the Police Mid-Managers' Association ("PMMA"), the Chief of Police is due a cost of living adjustment ("COLA") of six percent (6%) retroactive to January 1, 2020.

As a "classic" CalPERS member, the incumbent is also required to continue employee contributions of three percent (3%) toward his pension costs for the 2020 calendar year.

DISCUSSION

In consultation with the City Manager, the Chief of Police has voluntarily agreed to the following changes:

1. Align the January 1, 2020 and January 1, 2021 COLAs for the position with the rest of the Executive group rather than the PMMA as follows:
 - Retroactive to January 1, 2020, the COLA for the position shall be five percent (5%) rather than six percent (6%).
 - Effective January 1, 2021, the COLA for the position shall be five percent (5%) rather than four percent (4%).
2. Retroactive to January 1, 2020, increase the CalPERS employee contribution for the position from three percent (3%) to a total of six percent (6%).
3. Effective January 1, 2021, increase the CalPERS employee contribution for the position to the full nine percent (9%), which will make the incumbent the first "classic" CalPERS member to achieve full cost sharing, based on current schedules agreed to with all bargaining units.

In order to ensure the aforementioned changes survive the current incumbent and apply to any potential successor(s) during the applicable time period, it is recommended that the Profile be updated to effect said changes rather than amending the incumbent's individual employment agreement.

FISCAL IMPACT

The total approximate savings to the General Fund for Fiscal Year 2019/2020 as a result of the reduced COLA for 2020 is \$4,670.

The total approximate savings to the Retirement Fund for Fiscal Year 2019/2020 as a result of the increased employee contributions to CalPERS is \$4,530.

The savings are not currently reflected in the Fiscal Year 2019/2020 budget, but will be incorporated into the mid-year budget amendment.

RECOMMENDATION

It is recommended that the City Council consider and approve the attached Resolution updating and amending the City of El Monte Executive Benefits Profile, effective January 1, 2020, and repealing and replacing Resolution No. 10076.

Respectfully submitted,

ALMA MARTINEZ
City Manager

JOHN NGUYEN
Acting Human Resources/Risk Management Director

- Attachments:
- 1. Resolution
 - 2. Executive Benefits Profile (Exhibit A of Resolution)

DATE: February 4, 2020
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 UPDATING AND AMENDING THE CITY OF EL MONTE EXECUTIVE BENEFITS PROFILE AND REPEALING PRIOR RESOLUTION NO. 10076

WHEREAS, on December 17, 2019 the El Monte City Council ("City Council") approved Resolution No. 10076, which established the City of El Monte Executive Benefits Profile; and

WHEREAS, the City Council wishes to update the Executive Benefits Profile ("Profile") and to repeal and replace Resolution No. 10076, effective January 1, 2020; and

WHEREAS, the updated Profile is attached and incorporated hereto as Exhibit "A"; and

WHEREAS, the updated Profile was prepared and vetted by the City's Human Resources Staff and City Manager, who can attest to its accuracy and completeness.

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 finds that the foregoing Recitals are true and correct and hereby incorporates them into this Resolution as though fully set forth herein.

SECTION 2. The City Council hereby repeals and replaces City Council Resolution No. 10076 approving the previous iteration of the Executive Benefits Profile and replaces the same effective January 1, 2020 with the updated Profile attached and incorporated hereto as Exhibit "A".

SECTION 3. The City Council hereby approves and adopts the Executive Benefits Profile attached and incorporated hereto as Exhibit "A" to become effective on January 1, 2020, except where otherwise indicated within the updated Profile.

SECTION 4. This Resolution shall take effect upon adoption. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED AND ADOPTED by the City Council of the City of El Monte at its special meeting of this 4th day of February 2020.

Andre Quintero, Mayor

ATTEST:

Catherine A. Eredia, City Clerk

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

I, Catherine A. Eredia, City Clerk of the City of El Monte, hereby certify that the foregoing Resolution No. _____ was passed and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 4th day of February 2020 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Catherine A. Eredia, City Clerk

EXHIBIT "A"
CITY OF EL MONTE EXECUTIVE BENEFITS PROFILE



2020



CITY OF
EL MONTE
EXECUTIVE
BENEFITS PROFILE

Look inside for 2020 Benefit Updates

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ARTICLE I. ADMINISTRATION

Section 1.01 Introduction

The 2020 City of El Monte Executive Benefits Profile (“Profile”) is a summary of compensation and benefit practices, adopted by City Council, that apply to all Executive Management classifications identified in Section 1.03 of the Profile.

The Profile establishes the policies and procedures related to the implementation and administration of the Executive Management Compensation/Benefits Program. In the event of a conflict between the provisions of the Profile and the Administrative Policies & Procedures Manual, the provisions of the Profile shall prevail. In the event of a conflict between the provisions of the Profile and any individual employment agreement, the provisions of the employment agreement shall prevail.

The appointment of a person to a position on the Executive Management Team shall be made by the City Manager and will not require the establishment of an eligibility list. Employees in Executive Management positions serve at the will and pleasure of the City Manager, and are not represented by an employee organization.

Section 1.02 Purpose

The Executive Benefits Profile is intended to serve as a comprehensive document to define and describe the forms and amounts of compensation and benefits for Executive Management employees. The Profile reflects all City Council actions in effect relating to the Executive Management Compensation/Benefits Program.

The various forms of compensation and benefits described in the Profile recognize that employees of the Executive Management Team should be compensated appropriately for exhibiting accountability, cost effectiveness, application of new technologies and maximization of the utilization of human, physical and fiscal resources; for exerting leadership to enhance the mission and future of the City; and for stimulating the development of employees and work methods to accomplish program goals and objectives.

Section 1.03 Executive Management Classifications

The following Executive Management Team classifications are covered by this Profile:

- Assistant City Manager
- Chief of Police
- Community & Economic Development Director
- Deputy Director of Parks, Recreation & Community Services
- Deputy Director of Public Works & Utilities
- Finance Director
- Human Resources/Risk Management Director
- Parks, Recreation & Community Services Director
- Public Works & Utilities Director

ARTICLE II. COMPENSATION

Section 2.01 Salary

- A. The City of El Monte Classification and Compensation Plan, as adopted and periodically updated/amended by the City Council, provides the minimum and maximum salary levels for each Executive Management classification. At the time of appointment, salaries for Executive Management Team members shall be set by the City Manager at any amount within the respective/prescribed salary range based on the Executive Management Team member's qualifications and any applicable financial and recruitment considerations.
- B. At any time that a cost of living adjustment ("COL") is granted to the City of El Monte General Mid-Management Unit, represented by SEIU Local 721, the salary ranges for the corresponding Miscellaneous Executive Management Team classifications shall be adjusted by the same rate at the same time.

Following any such COLA, all current Miscellaneous members of the Executive Management Team in the affected salary ranges shall receive a salary adjustment equal to the COLA at the same time the COLA takes effect.

- C. Retroactive to January 1, 2020, the salary range for the Chief of Police shall be increased by a five percent (5%) COLA.
- D. Effective January 1, 2021, the salary range for the Chief of Police shall be increased by an additional five percent (5%) COLA.
- E. Salary and benefit levels will be reviewed on a periodic basis. Such review will contain comparisons with other similar agencies within the appropriate labor market, and will be utilized to recommend competitive salary and benefit levels for Executive Management positions. Salary and benefit levels for individual positions may be adjusted from time-to-time by the City Manager (if within established ranges), or with the approval of the City Council.

Section 2.02 Performance Management

- A. The City recognizes that to recruit and retain well-qualified Executive Management Team members, those members should be compensated appropriately. To facilitate and enhance effectiveness and productive efforts of Executive Management Team members, individual employee performance and compensation will be reviewed on a periodic basis, consistent with the provisions below:

1. Performance Evaluations

- a. Progression in the salary range for Executive Management members shall be based on the individual member's performance. The City Manager and the Executive Management Team member will develop performance goals, and the City Manager shall be responsible for evaluating the Executive's performance in relation to the achievement of such goals on a periodic basis, but no less frequently than on an annual basis.

- b. Performance goals to be considered include, but are not limited to the following:
- Customer Service
 - Managing Finance and Material Resources
 - Leadership
 - Communication
 - Quality and Quantity of Work
 - Interpersonal Characteristics (i.e., listening and communication skills)
 - Meeting and/or exceeding assigned goals and objectives

2. Compensation

The compensation philosophy for the City of El Monte is to establish a compensation package that will attract the highest caliber individuals. Therefore, the second component will contain comparisons with peer and subordinate compensation within the organization as well as comparison with other similar agencies within the appropriate labor market. These factors will be utilized to recommend salary and benefit levels that will facilitate continuation of this philosophy.

ARTICLE III. LEAVES

There exists a variety of different circumstances and situations which require an Executive Management Team member's absence from work. The following is a compilation of leave benefits afforded to Executive Management Team members.

Executive Management Team members work a 4/10 schedule. As such, when referring to leave benefits, 10 hours = 1 day.

Section 3.01 Holidays

- A. The following paid holidays will be observed on the day/date specified, or on any alternate day/date as may be established by the federal government within a given calendar year:
- New Year's Day – January 1st
 - Martin Luther King's Birthday – 3rd Monday in January
 - President's Day – 3rd Monday in February
 - Memorial Day – Last Monday in May
 - Independence Day – July 4th
 - Labor Day – 1st Monday in September
 - Veteran's Day – November 11th
 - Thanksgiving Day – 4th Thursday in November
 - Christmas Eve – December 24th (½ Day)
 - Christmas Day – December 25th
 - New Year's Eve – December 31st (½ Day)
- B. If an established holiday falls on a day that City Hall is normally closed to the public, a floating holiday (10 hours) shall be granted for that holiday.

- C. In addition to the holidays listed above, Executive Management Team members shall receive one floating holiday per year (10 hours).
- D. All floating holidays shall be applied to the Executive Management Team member's leave accrual during the first full pay period of a calendar year, or at the time of employment. All floating holidays must be used within the calendar year for which they were granted, and may not be carried over to a subsequent year. Executive Management Team members shall not receive any compensation for any unused floating holidays, nor for any unused portions thereof.

Section 3.02 Vacation Leave

- A. Executive Management Team members shall accrue up to 160 hours of vacation leave per calendar year on a per pay period basis (6.67 hours per pay period).
- B. The City Manager may authorize up to 80 hours to be placed in the vacation bank for a new hire.
- C. Effective January 1, 2019, the maximum vacation leave balance for Executive Management Team members shall be 360 hours. Vacation hours earned in excess of the 360 hours accrued will be paid out to the employee at the employee's current rate of pay on the following pay period.
- D. Upon approval by the City Manager, Executive Management Team members may convert any unused vacation leave to taxable cash or deferred compensation. Such cash-outs shall be processed in the earliest available pay period following City Manager approval.
- E. Upon separation of employment with the City, all accrued vacation hours shall be paid out at the Executive Management Team member's then current rate of pay. The employee may elect to receive such payout as taxable cash or deferred compensation, up to the legal limits.

Section 3.03 Sick Leave

- A. Executive Management Team members shall accrue 10 hours of sick leave each calendar month of service, at a rate of 5 hours per pay period.
- B. Upon retirement, Executive Management Team members may convert up to 100% of accrued sick leave to service credit in accordance with CalPERS regulations, procedures, and limits.

Section 3.04 Executive Leave

- A. Executive Management Team members shall be granted 80 hours of executive leave annually. Executive leave shall be applied to the member's leave accrual during the first full pay period of the calendar year.
- B. Executive leave must be used within the calendar year for which it was granted, and may not be carried over to a subsequent year, unless written approval from the City Manager is received and processed through the Human Resources/Risk Management Department. Effective

December 17, 2019, in the case of the City Manager, written approval to carry over executive leave to a subsequent year must be received from the Mayor. Executive Management Team members shall not receive any compensation for any unused executive leave, nor for any unused portion thereof.

Section 3.05 Bereavement Leave

Executive Management Team members shall be granted four (4) working days (40 hours) of paid bereavement leave for the death of a member of the employee's immediate family (defined as spouse, state registered domestic partner, child, parent, brother, sister, grandfather, grandmother, mother-in-law, father-in-law, step-father, step-mother, and step-children). Executive Management Team members may use accrued sick leave as bereavement leave with full pay.

Section 3.06 Statutory Leave

- A. The City shall continue to provide statutory leave, including but not limited to Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL), as required by law.
- B. While on statutory leave, Executive Management Team members will continue to be eligible to participate in the City's group health insurance to the same extent that coverage is provided while the member is actually working. Executive members must exhaust all accrued leave balances in connection with any statutory leave.

ARTICLE IV. BENEFITS

Section 4.01 Medical Insurance

- A. Cafeteria Plan Allotment and Plan Options:

The City will maintain an IRS Code Section 125 qualifying Cafeteria Plan to allow employees to pay for certain group health insurance benefits offered by the City on a pre-tax basis.

Employees must enroll in a City offered medical insurance plan, unless the employee satisfies the conditions of the eligible opt out arrangement below.

Effective January 1, 2020, the Cafeteria Plan Allotment will be \$1,612 per month.

After enrolling in selected coverage, eligible employees may take the remainder of the City's Cafeteria Plan Allotment as taxable cash, subject to the provisions of Section 4.01(B) below.

If payments for the individual employee's selected benefits exceed the City's Cafeteria Plan Allotment, the balance will be paid through payroll deductions from the pay of the individual employee.

- B. Employees declining medical insurance coverage through City sponsored plans must file proof of alternative medical insurance coverage with the Human Resources/Risk Management Department. Employees declining coverage must provide waiver verification documentation annually at open enrollment, or within 30 days after the start of each plan year, if the employee would like to receive cash in lieu.

Effective January 1, 2020, Executive Management Team members will receive up to \$600.00 per month as taxable cash in-lieu of enrolling in a City offered medical insurance plan or for any unused portion of the Cafeteria Plan Allotment.

Section 4.02 Dental Insurance

The City shall provide Dental coverage for Executive Management Team members and their eligible dependents under the City's Dental Plan. This benefit shall not be deducted from the employee's Cafeteria Plan Allotment, nor shall it have any cash-out value.

Section 4.03 Vision Insurance

The City shall provide Vision coverage for Executive Management Team members and their eligible dependents under the City's Vision Plan. This benefit shall not be deducted from the employee's Cafeteria Plan Allotment, nor shall it have any cash-out value.

Section 4.04 Long Term Disability Insurance

The City shall pay the employee only premium for the City's Disability Insurance Program. Benefit level will be at 66.67% of eligible earnings, up to a maximum monthly benefit of \$10,000, when an employee is disabled and unable to work for a period in excess of 90 days. This benefit shall not be subject to deduction from the Cafeteria Plan Allotment, nor shall it have any cash-out value.

Section 4.05 Life and Accidental Death & Dismemberment Insurance

Executive Management Team members may participate in the City's group term life insurance and accidental death and dismemberment (AD&D) insurance plan. The City will pay the premiums for life insurance policies of \$25,000 for basic life and \$25,000 for accidental death and dismemberment. This benefit shall not be subject to deduction from the Cafeteria Plan Allotment, nor shall it have any cash-out value.

Additional coverage, as well as supplemental life insurance, if available/offered through the City, may be purchased through the member's Cafeteria Plan Allotment or payroll deduction.

Section 4.06 Long Term Care Insurance

Executive Management Team members shall be eligible to participate in a Long Term Care Plan. The City will cover the required premium as long as the Executive Management Team member is employed with the City. Continuation of the plan following separation from the City, including payment of required premiums and any other related costs, will become the sole responsibility of the plan participant (former employee).

Section 4.07 Flexible Spending Account Plan

Executive Management Team members shall be eligible to participate in the City’s Flexible Spending Account Plan (FSA Plan) to make pre-tax deductions for qualifying medical, dental, vision, and dependent care expenses (up to the legal limits). The plan is established and administered in accordance with Section 125 of the Internal Revenue Service Code.

Section 4.08 Deferred Compensation

Executive Management Team members are eligible to participate in and make voluntary contributions to the City’s 457(b) deferred compensation plan, subject to Plan provisions and legal limitations.

Section 4.09 Employee Assistance Program

Executive Management Team members are eligible to participate in the City’s Employee Assistance Program. Confidentiality regarding a member’s use of this program will be maintained in full compliance with state and federal regulations.

Section 4.10 Technology Allowance

- A. Executive Management Team members shall be entitled to receive an allowance of \$125.00/month in lieu of being provided a cellular phone for conducting City of El Monte business.
- B. While receiving this benefit, members must maintain a personal cellular phone for the purpose of conducting City of El Monte business, and the corresponding phone number must be on file with the Human Resources/Risk Management Department and the City Manager’s Office.

Section 4.11 Vehicle Allowance

- A. The City shall provide vehicle and/or allowance for Executive Management Team members, as designated by the City Manager, in accordance with the following:

Classification:	Monthly Allowance:
Assistant City Manager	\$400.00
Chief of Police	\$400.00 OR City-issued vehicle
Community & Economic Development Director	\$400.00
Deputy Director of Park, Recreation & Community Services	\$200.00
Deputy Director of Public Works & Utilities	\$200.00
Finance Director	\$400.00
Human Resources/Risk Management Director	\$400.00
Parks, Recreation & Community Services Director	\$400.00
Public Works & Utilities Director	\$400.00

- B. Executive Management Team members receiving an auto allowance or assigned a City vehicle must provide the following to the Human Resources/Risk Management Department (during the onboarding process, and as may be requested periodically thereafter):
 - 1. Proof of valid insurance with acceptable levels as set by the City; and
 - 2. Proof of valid, class C California driver's license.
- C. Executive Management Team members must participate in the City's DMV Pull Notice Program.
- D. If assigned a City-owned vehicle, the Executive Management Team member may use said vehicle for City business and for commuting to and from the member's residence. The City will incur all costs related to the provision of the vehicle, including maintenance and insurance. The Executive Management Team member shall be responsible for ensuring the City's vehicle is appropriately secured when parked at the member's residence.

Section 4.12 Uniform Allowance

The Chief of Police, who is required to wear and maintain uniforms for public ceremonies and/or for operational necessity, is entitled to a stipend as designated by the City Manager not to exceed \$1,250.00 per fiscal year, to be paid each July for the fiscal year in which the stipend is issued.

ARTICLE V. RETIREMENT – END OF SERVICE

Section 5.01 California Public Employees' Retirement System (CalPERS)

- A. Tier 1 Retirement Benefits (applicable to "Classic Members" as defined by CalPERS)

- 1. Miscellaneous (Non-Safety)

2%@55 formula for CalPERS Classic Employees, with the same CalPERS optional contract benefits and employee share of contributions as the most generous of those collectively bargained, or otherwise implemented consistent with the Public Employee's Pension Reform Act of 2013 ("PEPRA"), for union-represented miscellaneous employees in this category.

- 2. Safety

3%@50 formula for CalPERS Classic Employees.

Retroactive to January 1, 2020, Safety Employees shall contribute six percent (6%) of the total employee contribution of nine percent (9%), and the City shall contribute the remaining three percent (3%) as Employer Paid Member Contribution ("EPMC") and report said contribution to CalPERS as special compensation.

Effective January 1, 2021, Safety Employees shall contribute the entire employee

contribution of nine percent (9%), and EPMC shall be eliminated entirely.

B. Tier 2 Retirement Benefits (applicable to “New Members” as defined by CalPERS)

1. Miscellaneous (Non-Safety)

2%@62 formula for CalPERS New Members, with the same CalPERS optional contract benefits and employee share of contributions as the most generous of those collectively bargained, or otherwise implemented consistent with the Public Employee’s Pension Reform Act of 2013, for union-represented miscellaneous employees in this category. Pursuant to current law, the employee contribution for new miscellaneous member shall be the greater of fifty percent (50%) of the total normal cost, as determined annually by CalPERS, or the current contribution rate of similarly situated employees, and shall be paid entirely by the employee.

2. Safety

2.7%@57 formula for CalPERS New Members with the same CalPERS optional contract benefits and employer pick-up of employee share of contributions as the most generous of those collectively bargained, or otherwise implemented consistent with the Public Employee’s Pension Reform Act of 2013, for union-represented safety employees in this category. Pursuant to current law, the employee contribution for new safety members shall be the greater of fifty percent (50%) of the total normal cost, as determined annually by CalPERS, or the current contribution rate of similarly situated employees, and shall be paid entirely by the employee.

Section 5.02 Public Agency Retirement Services (PARS)

- A. 1%@55 formula through the PARS Supplemental Retirement Plan (SRP), which combines with the PERS 2%@55 formula for a total retirement formula of 3%@55, up to a maximum combined benefit of one hundred percent (100%) of the employee’s single highest year.
- B. The employee share of contributions for this benefit shall be the same as the most generous of those collectively bargained, or otherwise implemented consistent with the Public Employee’s Pension Reform Act of 2013 (“PEPRA”), for union-represented miscellaneous employees in this category.
- C. This benefit is applicable only to “classic members” hired on or before July 1, 2008.

Section 5.03 Police Chief Separation

Upon retirement or honorable resignation, the Police Chief has the option to purchase the employee’s service weapon under the same conditions and procedures in effect for all other police safety personnel.

Section 5.04 Severance Pay

In recognition that Executive Management Team members serve at the will and pleasure of the City Manager, the City Manager may offer severance pay to a member upon termination of employment without cause, in an amount up to the equivalent of three (3) months of the employee's then current base salary and benefit levels.

At the City Manager's discretion, severance pay shall be issued as a lump sum or in accordance with the City's regular pay periods.



CITY OF EL MONTE
HUMAN RESOURCES / RISK MANAGEMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF FEBRUARY 4, 2020

January 29, 2020

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

Honorable Mayor and City Council:

CONSIDERATION AND APPROVAL OF A RESOLUTION UPDATING THE CITYWIDE CLASSIFICATION AND COMPENSATION PLAN AND REPEALING AND REPLACING RESOLUTION NO. 10075 APPROVED DECEMBER 17, 2020

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve the attached Resolution establishing an updated Citywide Classification and Compensation Plan, effective February 1, 2020.

PURPOSE/BACKGROUND

On December 17, 2019, the City Council approved Resolution No. 10075, updating the Citywide Classification and Compensation Plan ("Class/Comp Plan"), effective immediately.

Consistent with certain preliminary findings and recommendations of the 2018 Classification and Compensation Study performed by Koff & Associates, and in order to better meet operational needs, certain additional organizational and administrative updates to the Class/Comp Plan are recommended at this time.

DISCUSSION

The following General Fund positions are currently unfunded and are proposed to remain unfunded for the duration of fiscal year 2019-2020:

1. Assistant City Manager
2. Office Assistant (Human Resources/Risk Management – "HR/RM")

3. Police Lieutenant (1)
4. Public Information Officer
5. Public Works Inspector
6. Records Supervisor (1)
7. Records Technician (1)
8. Wellness Coordinator
9. Neighborhood Services Officer – P/T

The following changes are proposed as part of the Class/Comp Plan update, effective February 1, 2020 (except where otherwise stated):

1. Establish the following classifications at the stated Pay Grades and FTEs:
 - Accountant I/II
 - Accountant I at Pay Grade MM120-1
 - Accountant II at Pay Grade MM131 (no change – same as existing Accountant Pay Grade to be retitled to Accountant II)
 - Accountant I/II FTEs = 3 (flexibly staffed classification)
 - Administrative Specialist
 - Pay Grade G130
 - FTEs = 1
 - Custody Supervisor
 - Pay Grade G142
 - FTEs = 1
 - Deputy Director of Community & Economic Development
 - Pay Grade EX116
 - FTEs = 1
 - Lifeguard Trainee
 - Pay Grade PT1300 (minimum wage)
 - 0.25 FTEs = 40
 - Recreation Leader Trainee
 - Pay Grade PT1300 (minimum wage)
 - 0.75 FTEs = 15
 - Senior Parking Technician
 - Pay Grade G123
 - FTEs = 1
 - Senior Transportation Driver
 - Pay Grade G128
 - FTEs = 2
2. Reclassify the following classes and any current employees holding positions in those classes as indicated below:
 - Lead Jailer to Custody Supervisor
 - Senior Administrative Assistant to Accountant I
 - Training Clerk to Administrative Specialist

3. Retitle the following classifications as indicated below:
 - Accountant to Accountant II
 - Equipment Service Lead Worker to Senior Equipment Maintenance Technician
 - Equipment Service Worker to Equipment Maintenance Technician
 - Jailer to Custody Officer
 - Lead Clerk to Senior Office Assistant
 - Senior Housing Program Coordinator to Senior Housing Program Analyst

4. Increase FTEs for the following classifications as indicated below:
 - Lifeguard – P/T 0.50 by 2 (new 0.50 FTEs = 6)
 - Management Analyst in the Finance Department by 1 (new FTEs = 1)
 - Program Specialist – P/T 0.75 in the Recreation Division by 2 (new 0.75 FTE = 6)
 - Recreation Coordinator by 1 (new FTE = 5)
 - Senior Planner by 1 (new FTEs = 2)
 - Senior Equipment Maintenance Technician (formerly Equipment Service Lead Worker) by 1 (new FTEs = 2)
 - Senior Instructor Guard – P/T 0.75 by 1 (new 0.75 FTE = 3)

5. Decrease FTEs for the following classifications as indicated below:
 - Associate Planner by 1 (new FTEs = 1)
 - City Planner by 1 (new FTEs = 1)
 - Accounting Technician by 1 (new FTEs = 1)
 - Parking Technician by 1 due to reclassification (new FTEs = 1)
 - Transportation Driver by 2 due to reclassification (new FTEs = 2)

6. Assign the following classifications to higher Pay Grades as indicated below:
 - Accounting Manager from MM163 to MM167
 - Chief Deputy City Clerk from MM142-1 to MM147
 - Deputy Director of Public Works & Utilities from EX102 to EX116
 - Finance Manager from MM163 to MM167
 - Lifeguard – P/T from PT1300 to PT1325
 - Records Supervisor from G121 to G133
 - Recreation Leader – P/T from PT1300 to PT1325

7. Adopt new or updated classification specifications for the following classes:
 - Accountant I/II
 - Administrative Specialist
 - Associate Civil Engineer
 - Custody Officer
 - Custody Supervisor

- Deputy Director of Community and Economic Development
- Deputy Director of Parks, Recreation, and Community Services
- Equipment Maintenance Technician
- Housing Manager
- Lifeguard – P/T
- Lifeguard Trainee – P/T
- Management Analyst
- Program Specialist – P/T
- Recreation Leader Trainee – P/T
- Senior Equipment Maintenance Technician
- Senior Housing Program Analyst
- Senior Instructor Guard – P/T
- Senior Office Assistant
- Senior Parking Technician
- Senior Project Manager
- Senior Transportation Driver
- Transportation Coordinator

8. Retroactive to January 1, 2020, implement the negotiated and agreed upon 6% COLA (*or minimum salary differential required, whichever is greater*) for all classifications represented by the Police Mid-Managers' Association. The COLA calculations are based on salaries in effect as of December 31, 2019.
9. Retroactive to January 1, 2020, implement a 5% COLA for the Chief of Police classification, pursuant to Section 2.01(C) of the 2020 City of El Monte Executive Benefits Profile, updated February 4, 2020. The COLA calculation is based on the salary in effect as of December 31, 2019.
10. Retroactive to August 16, 2019, increase the salary differential between Step 4 and Step 5 of Pay Grade MM150 from approximately two-and-a-half percent (2.5%) to five percent (5%).
 - New Step 5 monthly salary effective August 16, 2019 through December 31, 2019 = \$8,046.71
 - New Step 5 monthly salary effective January 1, 2020 = \$8,449.04

To summarize the aforementioned changes on a Citywide basis, below are the changes in the total number of authorized/funded positions for both full-time and part-time positions:

- Current full-time positions authorized/funded (as of 1/1/2020) = 308
- Proposed full-time positions authorized/funded (eff. 2/1/2020) = 311
 - 1 of the 311 FTEs proposed is subject to the anticipate grant funding described below

- Current part-time positions authorized/funded (as of 1/1/2020) = 172
- Proposed part-time positions authorized/funded (eff. 2/1/2020) = 232
 - *60 of the 232 FTEs proposed are subject to anticipated grant funding through the LA County Regional Park and Open Space District's Youth & Veteran Job Training & Placement Grant for Parks, Recreation & Community Services training programs*

FISCAL IMPACT

The total approximate cost to the General Fund for the remainder of Fiscal Year 2019/2020 by way of implementing the proposed updates to the Class/Comp Plan is \$119,905.

The total approximate cost to the Proposition C Fund for the remainder of Fiscal Year 2019/2020 by way of implementing the proposed updates to the Class/Comp Plan is \$7,680.

The total approximate savings to the Retirement Fund for the remainder of Fiscal Year 2019/2020 due to the commencement of employee pension contributions by PMMA members is \$25,100.

These costs and savings are not currently reflected in the Fiscal Year 2019/2020 budget, but will be incorporated into the mid-year budget amendment.

RECOMMENDATION

It is recommended that the City Council consider and approve the attached Resolution establishing an updated Citywide Classification and Compensation Plan, effective February 1, 2020.

Respectfully submitted,

ALMA MARTINEZ
City Manager

JOHN NGUYEN
Acting Human Resources / Risk Management Director

- Attachments:
- 1. Resolution
 - 2. Classification and Compensation Plan – Full Time Classifications Effective February 1, 2020 (Exhibit A of Resolution)
 - 3. Classification and Compensation Plan – Part Time Classifications Effective February 1, 2020 (Exhibit B of Resolution)
 - 4. Classification Specifications for 22 Classes (Exhibit C of Resolution)

DATE: February 4, 2020
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 UPDATING THE CITYWIDE CLASSIFICATION AND COMPENSATION PLAN AND REPEALING AND REPLACING CITY COUNCIL RESOLUTION NO. 10075 APPROVED DECEMBER 17, 2019

WHEREAS, Section 2.72.040 (Classification) of Chapter 2.72 (Personnel System) of the El Monte Municipal Code (hereinafter, "Section 2.72.040") requires the Human Resources Director to ascertain and record the duties and responsibilities of all positions in the competitive service and to recommend a classification plan, which shall consist of classes of positions in the competitive service defined by class specifications, including title, a description of typical duties and responsibilities of positions in each class, a statement of the training, experience and other qualifications required of applicants to positions in each class; and

WHEREAS, Section 2.72.040 requires the City Council to approve the classification plan and all subsequent amendments and revisions by resolution, provided that before consideration and approval of the classification plan or any amendments or revisions thereto, the authorized bargaining units have received notice of any proposed substantive changes to wages, hours and other terms and conditions of employment and have been given the opportunity to meet and confer on these revisions; and

WHEREAS, under Section 2.72.040, the Human Resources Director must allocate every position in the competitive service to one of the classes established by the classification plan, subject to City Council approval; and

WHEREAS, Section 2.72.040 allows the Human Resources Director to recommend the creation of new classes and the revision or abolishment of existing classes; and

WHEREAS, Section 2.72.050 (Compensation) of Chapter 2.72 (Personnel System) of the El Monte Municipal Code (hereinafter, "Section 2.72.050") provides that the Human Resources Director shall prepare a pay plan covering all classes of positions in the competitive service, showing the minimum and maximum rates of pay for each class; and

WHEREAS, under Section 2.72.050, when determining salary ranges, consideration must be given to the following: 1) the prevailing rates of pay for comparable work in other public and private employment, including consideration of conditions of work as well as basic pay; 2) current costs of living; 3) the ability to recruit and retain employees; 4) internal alignment between classes; 5) suggestions of Department Heads; and 6) the City's financial condition and policies; and

WHEREAS, Section 2.72.050 requires the Human Resources Director to submit the proposed pay plan to the City Council for adoption; and

WHEREAS, the Human Resources Director recommends that certain organizational and administrative updates to the Classification and Compensation Plan be made, effective as of February 1, 2020 (except where otherwise indicated), consistent with certain preliminary findings and recommendations of the 2018 Classification and Compensation Study conducted by Koff & Associates.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL MONTE AS FOLLOWS:

SECTION 1. The City Council, based on the presentation and written report of the Human Resources Director, finds that the foregoing recitals are true and correct and further finds that the Human Resources Director has substantially complied with the procedural requirements of Section 2.72.040 and Section 2.72.050.

SECTION 2. This Resolution repeals, replaces and supersedes Resolution No. 10075 approved by the City Council on December 17, 2019, as well as the plan, schedules and tables set forth therein, and effective February 1, 2020 (except where otherwise indicated), the City Council adopts the following revisions to the Classification and Compensation Plan:

- (a) Establish the following classifications at the stated Pay Grades and FTEs:
 - Accountant I/II
 - Accountant I at Pay Grade MM120-1
 - Accountant II at Pay Grade MM131 (no change – same as existing Accountant Pay Grade to be retitled to Accountant II)
 - Accountant I/II FTEs = 3 (flexibly staffed classification)
 - Administrative Specialist
 - Pay Grade G130
 - FTEs = 1
 - Custody Supervisor
 - Pay Grade G142
 - FTEs = 1
 - Deputy Director of Community & Economic Development
 - Pay Grade EX116
 - FTEs = 1
 - Lifeguard Trainee
 - Pay Grade PT1300 (minimum wage)
 - 0.25 FTEs = 40
 - Recreation Leader Trainee
 - Pay Grade PT1300 (minimum wage)
 - 0.75 FTEs = 15
 - Senior Parking Technician
 - Pay Grade G123
 - FTEs = 1

- Senior Transportation Driver
 - Pay Grade G128
 - FTEs = 2

- (b) Reclassify the following classes and any current employees holding positions in those classes as indicated below:
 - Lead Jailer to Custody Supervisor
 - Senior Administrative Assistant to Accountant I
 - Training Clerk to Administrative Specialist

- (c) Retitle the following classifications as indicated below:
 - Accountant to Accountant II
 - Equipment Service Lead Worker to Senior Equipment Maintenance Technician
 - Equipment Service Worker to Equipment Maintenance Technician
 - Jailer to Custody Officer
 - Lead Clerk to Senior Office Assistant
 - Senior Housing Program Coordinator to Senior Housing Program Analyst

- (d) Increase FTEs for the following classifications as indicated below:
 - Lifeguard – P/T 0.50 by 2 (new 0.50 FTEs = 6)
 - Management Analyst in the Finance Department by 1 (new FTEs = 1)
 - Program Specialist – P/T 0.75 in the Recreation Division by 2 (new 0.75 FTE = 6)
 - Recreation Coordinator by 1 (new FTE = 5)
 - Senior Planner by 1 (new FTEs = 2)
 - Senior Equipment Maintenance Technician (formerly Equipment Service Lead Worker by 1 (new FTEs = 2)
 - Senior Instructor Guard – P/T 0.75 by 1 (new 0.75 FTE = 3)

- (e) Decrease FTEs for the following classifications as indicated below:
 - Associate Planner by 1 (new FTEs = 1)
 - City Planner by 1 (new FTEs = 1)
 - Accounting Technician by 1 (new FTEs = 1)
 - Parking Technician by 1 due to reclassification (new FTEs = 1)
 - Transportation Driver by 2 due to reclassification (new FTEs = 2)

- (f) Assign the following classifications to higher Pay Grades as indicated below:
 - Accounting Manager from MM163 to MM167
 - Chief Deputy City Clerk from MM142-1 to MM147
 - Deputy Director of Public Works & Utilities from EX102 to EX116
 - Finance Manager from MM163 to MM167
 - Lifeguard – P/T from PT1300 to PT1325
 - Records Supervisor from G121 to G133

- Recreation Leader – P/T from PT1300 to PT1325
- (g) Adopt new or updated classification specifications for the following classes:
- Accountant I/II
 - Administrative Specialist
 - Associate Civil Engineer
 - Custody Officer
 - Custody Supervisor
 - Deputy Director of Community and Economic Development
 - Deputy Director of Parks, Recreation, and Community Services
 - Equipment Maintenance Technician
 - Housing Manager
 - Lifeguard – P/T
 - Lifeguard Trainee – P/T
 - Management Analyst
 - Program Specialist – P/T
 - Recreation Leader Trainee – P/T
 - Senior Equipment Maintenance Technician
 - Senior Housing Program Analyst
 - Senior Instructor Guard – P/T
 - Senior Office Assistant
 - Senior Parking Technician
 - Senior Project Manager
 - Senior Transportation Driver
 - Transportation Coordinator
- (h) Retroactive to January 1, 2020, implement the negotiated and agreed upon 6% COLA (*or minimum salary differential required, whichever is greater*) for all classifications represented by the Police Mid-Managers' Association. The COLA calculations are based on salaries in effect as of December 31, 2019.
- (i) Retroactive to January 1, 2020, implement a 5% COLA for the Chief of Police classification, pursuant to Section 2.01(C) of the 2020 City of El Monte Executive Benefits Profile, updated February 4, 2020. The COLA calculation is based on the salary in effect as of December 31, 2019.
- (j) Retroactive to August 16, 2019, increase the salary differential between Step 4 and Step 5 of Pay Grade MM150 from approximately two-and-a-half percent (2.5%) to five percent (5%).
- New Step 5 monthly salary effective August 16, 2019 through December 31, 2019 = \$8,046.71
 - New Step 5 monthly salary effective January 1, 2020 = \$8,449.04

SECTION 3. This Resolution shall take effect immediately. The City Clerk shall certify to the adoption of this Resolution and enter it into the Book of original Resolutions.

PASSED AND ADOPTED by the City Council of the City of El Monte at its regular meeting on this 4th day of February 2020.

Andre Quintero,
Mayor of the City of El Monte

ATTEST:

Catherine A. Eredia
City Clerk of the City of El Monte
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF EL MONTE)

I, Catherine A. Eredia, City Clerk of the City of El Monte, 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 4th day of February 2020, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Catherine A. Eredia
City Clerk of the City of El Monte

EXHIBIT "A"
CLASSIFICATION AND COMPENSATION PLAN – FULL TIME CLASSIFICATIONS

City of El Monte Classification and Compensation Plan - Full Time Classifications

**Effective February 1, 2020 - Amended February 4, 2020
 (*Effective 8/16/2019 - 12/31/2019; **Effective 1/1/2020)**

Consistent with certain preliminary findings and recommendations of the 2018 Class/Comp Study, as well as to better meet organizational and operational needs, establish new classifications, reclassify and/or retitle certain classifications, increase or decrease FTEs for certain classifications, reassign certain classifications to higher pay grades, adopt updated classification standards for certain classifications, and make certain retroactive adjustments. Total FTEs = 311

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
CITY CLERK'S OFFICE (3)								
Chief Deputy City Clerk	E	1	M230	MM147				
Step 1					80,983.09	6,748.59	38.93	3,374.30
Step 2					85,033.06	7,086.09	40.88	3,543.04
Step 3					89,285.52	7,440.46	42.93	3,720.23
Step 4					93,750.63	7,812.55	45.07	3,906.28
Step 5					98,439.22	8,203.27	47.33	4,101.63
Deputy City Clerk	NE	1	G410	G117				
Step 1					47,459.00	3,954.92	22.82	1,977.46
Step 2					49,831.97	4,152.66	23.96	2,076.33
Step 3					52,323.51	4,360.29	25.16	2,180.15
Step 4					54,939.77	4,578.31	26.41	2,289.16
Step 5					57,695.44	4,807.95	27.74	2,403.98
Office Assistant	NE	1	G402	G075				
Step 1					32,470.95	2,705.91	15.61	1,352.96
Step 2					34,094.50	2,841.21	16.39	1,420.60
Step 3					35,799.27	2,983.27	17.21	1,491.64
Step 4					37,589.15	3,132.43	18.07	1,566.21
Step 5					39,468.59	3,289.05	18.98	1,644.52
CITY MANAGER'S OFFICE (5)								
City Manager	E	1	E101	EX144	220,000.00	18,333.33	105.77	9,166.67
Assistant City Manager	E	0	E102	EX134				
Min					184,590.42	15,382.54	88.75	7,691.27
Max					216,300.00	18,025.00	103.99	9,012.50
Senior Project Manager	E	1	M270	MM171				
Step 1					101,959.04	8,496.59	49.02	4,248.29
Step 2					107,057.07	8,921.42	51.47	4,460.71
Step 3					112,409.88	9,367.49	54.04	4,683.75
Step 4					118,030.41	9,835.87	56.75	4,917.93
Step 5					123,931.87	10,327.66	59.58	5,163.83
Public Information Officer (PIO)	E	0	M274	MM153				
Step 1					85,954.29	7,162.86	41.32	3,581.43
Step 2					90,251.95	7,521.00	43.39	3,760.50
Step 3					94,764.47	7,897.04	45.56	3,948.52
Step 4					99,502.72	8,291.89	47.84	4,145.95
Step 5					104,477.94	8,706.50	50.23	4,353.25

City of El Monte Classification and Compensation Plan - Full Time Classifications

**Effective February 1, 2020 - Amended February 4, 2020
(*Effective 8/16/2019 - 12/31/2019; **Effective 1/1/2020)**

Consistent with certain preliminary findings and recommendations of the 2018 Class/Comp Study, as well as to better meet organizational and operational needs, establish new classifications, reclassify and/or retitle certain classifications, increase or decrease FTEs for certain classifications, reassign certain classifications to higher pay grades, adopt updated classification standards for certain classifications, and make certain retroactive adjustments. Total FTEs = 311

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Grants Manager	E	0	M222	MM147-1				
Step 1					81,400.18	6,783.35	39.13	3,391.67
Step 2					85,470.17	7,122.51	41.09	3,561.26
Step 3					89,743.63	7,478.64	43.15	3,739.32
Step 4					94,230.85	7,852.57	45.30	3,926.29
Step 5					98,931.26	8,244.27	47.56	4,122.14
Management Analyst	NE	0	M235	MM129				
Step 1					68,188.44	5,682.37	32.78	2,841.19
Step 2					71,597.84	5,966.49	34.42	2,983.24
Step 3					75,531.54	6,294.29	36.31	3,147.15
Step 4					79,308.09	6,609.01	38.13	3,304.50
Step 5					82,874.64	6,906.22	39.84	3,453.11
Executive Assistant to the City Manager	E	1	M237	MM127				
Step 1					66,535.13	5,544.59	31.99	2,772.30
Step 2					69,861.78	5,821.81	33.59	2,910.91
Step 3					73,354.90	6,112.91	35.27	3,056.45
Step 4					77,022.69	6,418.56	37.03	3,209.28
Step 5					80,878.79	6,739.90	38.88	3,369.95
Graphic Designer	NE	1	G381	G135				
Step 1					56,760.89	4,730.07	27.29	2,365.04
Step 2					59,598.97	4,966.58	28.65	2,483.29
Step 3					62,578.90	5,214.91	30.09	2,607.45
Step 4					65,707.78	5,475.65	31.59	2,737.82
Step 5					68,983.39	5,748.62	33.17	2,874.31
Department Secretary	NE	1	G321	G135				
Step 1					56,760.89	4,730.07	27.29	2,365.04
Step 2					59,598.97	4,966.58	28.65	2,483.29
Step 3					62,578.90	5,214.91	30.09	2,607.45
Step 4					65,707.78	5,475.65	31.59	2,737.82
Step 5					68,983.39	5,748.62	33.17	2,874.31
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT (27)								
<u>Administration</u>								
Community & Economic Development Director	E	1	E112	EX123				
Min					144,982.17	12,081.85	69.70	6,040.92
Max					176,221.64	14,685.14	84.72	7,342.57
Deputy Director of Community & Economic Development	E	1	E120	EX116				
Min					136,535.71	11,377.98	65.64	5,688.99
Max					165,959.97	13,830.00	79.79	6,915.00

City of El Monte Classification and Compensation Plan - Full Time Classifications

**Effective February 1, 2020 - Amended February 4, 2020
(*Effective 8/16/2019 - 12/31/2019; **Effective 1/1/2020)**

Consistent with certain preliminary findings and recommendations of the 2018 Class/Comp Study, as well as to better meet organizational and operational needs, establish new classifications, reclassify and/or retitle certain classifications, increase or decrease FTEs for certain classifications, reassign certain classifications to higher pay grades, adopt updated classification standards for certain classifications, and make certain retroactive adjustments. Total FTEs = 311

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Economic Development Senior Manager	E	0	M260	MM202				
Step 1					136,535.71	11,377.98	65.64	5,688.99
Step 2					143,362.56	11,946.88	68.92	5,973.44
Step 3					150,530.57	12,544.21	72.37	6,272.11
Step 4					158,057.10	13,171.43	75.99	6,585.71
Step 5					165,959.97	13,830.00	79.79	6,915.00
Management Analyst	NE	1	M235	MM129				
Step 1					68,188.44	5,682.37	32.78	2,841.19
Step 2					71,597.84	5,966.49	34.42	2,983.24
Step 3					75,531.54	6,294.29	36.31	3,147.15
Step 4					79,308.09	6,609.01	38.13	3,304.50
Step 5					82,874.64	6,906.22	39.84	3,453.11
<u>Building & Safety Division</u>								
Chief Building Official	E	1	M271	MM167				
Step 1					98,037.58	8,169.80	47.13	4,084.90
Step 2					102,939.51	8,578.29	49.49	4,289.15
Step 3					108,086.49	9,007.21	51.96	4,503.60
Step 4					113,490.76	9,457.56	54.56	4,728.78
Step 5					119,858.53	9,988.21	57.62	4,994.11
Senior Permit Technician	NE	1	G410	G129-2				
Step 1					54,030.17	4,502.51	25.98	2,251.26
Step 2					56,731.68	4,727.64	27.27	2,363.82
Step 3					59,568.23	4,964.02	28.64	2,482.01
Step 4					62,546.64	5,212.22	30.07	2,606.11
Step 5					65,668.56	5,472.38	31.57	2,736.19
<u>Housing Division</u>								
Housing Manager	E	1	M209	MM167				
Step 1					98,037.58	8,169.80	47.13	4,084.90
Step 2					102,939.51	8,578.29	49.49	4,289.15
Step 3					108,086.49	9,007.21	51.96	4,503.60
Step 4					113,490.76	9,457.56	54.56	4,728.78
Step 5					119,858.53	9,988.21	57.62	4,994.11
Senior Housing Program Analyst	NE	1	M273	MM156				
Sr. Housing Program Coordinator Step 1					88,519.78	7,376.65	42.56	3,688.32
Step 2					92,945.81	7,745.48	44.69	3,872.74
Step 3					97,593.10	8,132.76	46.92	4,066.38
Step 4					102,472.78	8,539.40	49.27	4,269.70
Step 5					107,600.01	8,966.67	51.73	4,483.33
Housing Program Coordinator	NE	1	M262	MM145				
Step 1					79,716.97	6,643.08	38.33	3,321.54
Step 2					83,702.82	6,975.24	40.24	3,487.62
Step 3					87,887.97	7,324.00	42.25	3,662.00
Step 4					92,282.42	7,690.20	44.37	3,845.10
Step 5					96,905.65	8,075.47	46.59	4,037.74

City of El Monte Classification and Compensation Plan - Full Time Classifications

**Effective February 1, 2020 - Amended February 4, 2020
 (*Effective 8/16/2019 - 12/31/2019; **Effective 1/1/2020)**

Consistent with certain preliminary findings and recommendations of the 2018 Class/Comp Study, as well as to better meet organizational and operational needs, establish new classifications, reclassify and/or retitle certain classifications, increase or decrease FTEs for certain classifications, reassign certain classifications to higher pay grades, adopt updated classification standards for certain classifications, and make certain retroactive adjustments. Total FTEs = 311

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Administrative Analyst	NE	1	M282	MM109				
Step 1					56,822.56	4,735.21	27.32	2,367.61
Step 2					59,663.52	4,971.96	28.68	2,485.98
Step 3					62,646.71	5,220.56	30.12	2,610.28
Step 4					65,779.08	5,481.59	31.62	2,740.79
Step 5					69,068.11	5,755.68	33.21	2,877.84
Administrative Technician	NE	1	G400	G128				
Step 1					53,314.64	4,442.89	25.63	2,221.44
Step 2					55,980.41	4,665.03	26.91	2,332.52
Step 3					58,779.40	4,898.28	28.26	2,449.14
Step 4					61,718.31	5,143.19	29.67	2,571.60
Step 5					64,807.00	5,400.58	31.16	2,700.29
Neighborhood Services Division								
Assistant City Prosecutor	E	1	M214	MM160				
Step 1					92,466.97	7,705.58	44.46	3,852.79
Step 2					97,090.33	8,090.86	46.68	4,045.43
Step 3					101,944.82	8,495.40	49.01	4,247.70
Step 4					107,042.05	8,920.17	51.46	4,460.09
Step 5					112,381.37	9,365.11	54.03	4,682.56
Neighborhood Services Manager	E	1	M254	MM159				
Step 1					91,096.68	7,591.39	43.80	3,795.70
Step 2					95,651.49	7,970.96	45.99	3,985.48
Step 3					100,434.10	8,369.51	48.29	4,184.75
Step 4					105,455.77	8,787.98	50.70	4,393.99
Step 5					110,727.92	9,227.33	53.23	4,613.66
Community Liaison	NE	1	M245	MM147				
Step 1					80,983.09	6,748.59	38.93	3,374.30
Step 2					85,033.06	7,086.09	40.88	3,543.04
Step 3					89,285.52	7,440.46	42.93	3,720.23
Step 4					93,750.63	7,812.55	45.07	3,906.28
Step 5					98,439.22	8,203.27	47.33	4,101.63
Neighborhood Services Officer	NE	5	G316	G139				
Step 1					59,068.12	4,922.34	28.40	2,461.17
Step 2					62,021.49	5,168.46	29.82	2,584.23
Step 3					65,122.56	5,426.88	31.31	2,713.44
Step 4					68,378.70	5,698.22	32.87	2,849.11
Step 5					71,787.12	5,982.26	34.51	2,991.13
Neighborhood Services Clerk	NE	1	G405	G106				
Step 1					42,990.49	3,582.54	20.67	1,791.27
Step 2					45,140.02	3,761.67	21.70	1,880.83
Step 3					47,397.05	3,949.75	22.79	1,974.88
Step 4					49,766.87	4,147.24	23.93	2,073.62
Step 5					52,248.64	4,354.05	25.12	2,177.03

City of El Monte Classification and Compensation Plan - Full Time Classifications

Effective February 1, 2020 - Amended February 4, 2020

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Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Animal Control Officer	NE	2	G403	G118				
Step 1					48,174.47	4,014.54	23.16	2,007.27
Step 2					50,583.23	4,215.27	24.32	2,107.63
Step 3					53,112.29	4,426.02	25.53	2,213.01
Step 4					55,768.04	4,647.34	26.81	2,323.67
Step 5					58,557.03	4,879.75	28.15	2,439.88
Planning Division								
City Planner	E	0	M272	MM202				
Step 1					136,535.71	11,377.98	65.64	5,688.99
Step 2					143,362.56	11,946.88	68.92	5,973.44
Step 3					150,530.57	12,544.21	72.37	6,272.11
Step 4					158,057.10	13,171.43	75.99	6,585.71
Step 5					165,959.97	13,830.00	79.79	6,915.00
Senior Planner	E	2	M253	MM154				
Step 1					87,253.79	7,271.15	41.95	3,635.57
Step 2					91,616.40	7,634.70	44.05	3,817.35
Step 3					96,197.21	8,016.43	46.25	4,008.22
Step 4					101,007.08	8,417.26	48.56	4,208.63
Step 5					106,057.54	8,838.13	50.99	4,419.06
Associate Planner	NE	1	M226	MM134				
Step 1					71,837.60	5,986.47	34.54	2,993.23
Step 2					75,429.46	6,285.79	36.26	3,142.89
Step 3					79,201.00	6,600.08	38.08	3,300.04
Step 4					83,160.99	6,930.08	39.98	3,465.04
Step 5					87,313.32	7,276.11	41.98	3,638.05
Assistant Planner	NE	1	G309	G151				
Step 1					66,354.89	5,529.57	31.90	2,764.79
Step 2					69,669.72	5,805.81	33.50	2,902.90
Step 3					73,159.78	6,096.65	35.17	3,048.32
Step 4					76,825.07	6,402.09	36.94	3,201.04
Step 5					80,665.59	6,722.13	38.78	3,361.07
Landscape Technician	NE	0	G386	G129-2				
Step 1					54,030.17	4,502.51	25.98	2,251.26
Step 2					56,731.68	4,727.64	27.27	2,363.82
Step 3					59,568.23	4,964.02	28.64	2,482.01
Step 4					62,546.64	5,212.22	30.07	2,606.11
Step 5					65,668.56	5,472.38	31.57	2,736.19
Account Clerk	NE	1	G360	G113				
Step 1					45,867.24	3,822.27	22.05	1,911.13
Step 2					48,160.56	4,013.38	23.15	2,006.69
Step 3					50,568.63	4,214.05	24.31	2,107.03
Step 4					53,097.13	4,424.76	25.53	2,212.38
Step 5					55,753.30	4,646.11	26.80	2,323.05

City of El Monte Classification and Compensation Plan - Full Time Classifications

Effective February 1, 2020 - Amended February 4, 2020

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Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Senior Office Assistant	NE	1	G417	G106				
Lead Clerk					42,990.49	3,582.54	20.67	1,791.27
					45,140.02	3,761.67	21.70	1,880.83
					47,397.05	3,949.75	22.79	1,974.88
					49,766.87	4,147.24	23.93	2,073.62
					52,248.64	4,354.05	25.12	2,177.03
FINANCE DEPARTMENT (16)								
Administration								
Finance Director	E	1	E113	EX123				
					144,982.17	12,081.85	69.70	6,040.92
					176,221.64	14,685.14	84.72	7,342.57
Finance Manager	E	1	M258	MM167				
					98,037.58	8,169.80	47.13	4,084.90
					102,939.51	8,578.29	49.49	4,289.15
					108,086.49	9,007.21	51.96	4,503.60
					113,490.76	9,457.56	54.56	4,728.78
					119,858.53	9,988.21	57.62	4,994.11
Info Tech Programmer	NE	1	G304	G161				
					72,853.07	6,071.09	35.03	3,035.54
					76,495.67	6,374.64	36.78	3,187.32
					80,320.60	6,693.38	38.62	3,346.69
					84,336.55	7,028.05	40.55	3,514.02
					88,551.01	7,379.25	42.57	3,689.63
Accounting Division								
Accounting Manager	E	1	M257	MM167				
					98,037.58	8,169.80	47.13	4,084.90
					102,939.51	8,578.29	49.49	4,289.15
					108,086.49	9,007.21	51.96	4,503.60
					113,490.76	9,457.56	54.56	4,728.78
					119,858.53	9,988.21	57.62	4,994.11
Principal Accountant	E	0	M267	MM160-1				
					92,946.08	7,745.51	44.69	3,872.75
					97,593.37	8,132.78	46.92	4,066.39
					102,473.06	8,539.42	49.27	4,269.71
					107,596.67	8,966.39	51.73	4,483.19
					112,976.47	9,414.71	54.32	4,707.35
Accountant II <i>(Accountant I/II is flexibly staffed; all FTEs budgeted at II level)</i>	E	3	M285	MM131				
Accountant					69,826.87	5,818.91	33.57	2,909.45
					73,318.18	6,109.85	35.25	3,054.92
					76,984.03	6,415.34	37.01	3,207.67
					80,833.31	6,736.11	38.86	3,368.05
					84,855.74	7,071.31	40.80	3,535.66

City of El Monte Classification and Compensation Plan - Full Time Classifications

Effective February 1, 2020 - Amended February 4, 2020

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Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Accountant I <i>(Accountant I/II is flexibly staffed; all FTEs budgeted at II level)</i>	E	0	M284	MM120-1				
Sr. Administrative Analyst Step 1					62,930.63	5,244.22	30.26	2,622.11
Step 2					66,077.03	5,506.42	31.77	2,753.21
Step 3					69,380.91	5,781.74	33.36	2,890.87
Step 4					72,849.86	6,070.82	35.02	3,035.41
Step 5					76,499.82	6,374.98	36.78	3,187.49
Management Analyst	NE	1	M235	MM129				
Step 1					68,188.44	5,682.37	32.78	2,841.19
Step 2					71,597.84	5,966.49	34.42	2,983.24
Step 3					75,531.54	6,294.29	36.31	3,147.15
Step 4					79,308.09	6,609.01	38.13	3,304.50
Step 5					82,874.64	6,906.22	39.84	3,453.11
Payroll Clerk	NE	1	G377	G128				
Step 1					53,314.64	4,442.89	25.63	2,221.44
Step 2					55,980.41	4,665.03	26.91	2,332.52
Step 3					58,779.40	4,898.28	28.26	2,449.14
Step 4					61,718.31	5,143.19	29.67	2,571.60
Step 5					64,807.00	5,400.58	31.16	2,700.29
Accounting Technician	NE	1	G341	G128				
Step 1					53,314.64	4,442.89	25.63	2,221.44
Step 2					55,980.41	4,665.03	26.91	2,332.52
Step 3					58,779.40	4,898.28	28.26	2,449.14
Step 4					61,718.31	5,143.19	29.67	2,571.60
Step 5					64,807.00	5,400.58	31.16	2,700.29
Account Clerk	NE	2	G360	G113				
Step 1					45,867.24	3,822.27	22.05	1,911.13
Step 2					48,160.56	4,013.38	23.15	2,006.69
Step 3					50,568.63	4,214.05	24.31	2,107.03
Step 4					53,097.13	4,424.76	25.53	2,212.38
Step 5					55,753.30	4,646.11	26.80	2,323.05
Customer Service Representative	NE	1	G408	G113				
Step 1					45,867.24	3,822.27	22.05	1,911.13
Step 2					48,160.56	4,013.38	23.15	2,006.69
Step 3					50,568.63	4,214.05	24.31	2,107.03
Step 4					53,097.13	4,424.76	25.53	2,212.38
Step 5					55,753.30	4,646.11	26.80	2,323.05
Purchasing Division								
Purchasing/Contract Manager	E	0	M283	MM163				
Step 1					94,775.60	7,897.97	45.57	3,948.98
Step 2					99,514.40	8,292.87	47.84	4,146.43
Step 3					104,490.18	8,707.52	50.24	4,353.76
Step 4					109,714.63	9,142.89	52.75	4,571.44
Step 5					115,196.36	9,599.70	55.38	4,799.85

City of El Monte Classification and Compensation Plan - Full Time Classifications

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Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Purchasing Clerk	NE	0	G370	G106				
Step 1					42,990.49	3,582.54	20.67	1,791.27
Step 2					45,140.02	3,761.67	21.70	1,880.83
Step 3					47,397.05	3,949.75	22.79	1,974.88
Step 4					49,766.87	4,147.24	23.93	2,073.62
Step 5					52,248.64	4,354.05	25.12	2,177.03
Treasury Division								
Cashier Clerk	NE	1	G350	G118				
Step 1					48,174.47	4,014.54	23.16	2,007.27
Step 2					50,583.23	4,215.27	24.32	2,107.63
Step 3					53,112.29	4,426.02	25.53	2,213.01
Step 4					55,768.04	4,647.34	26.81	2,323.67
Step 5					58,557.03	4,879.75	28.15	2,439.88
Account Clerk	NE	2	G360	G113				
Step 1					45,867.24	3,822.27	22.05	1,911.13
Step 2					48,160.56	4,013.38	23.15	2,006.69
Step 3					50,568.63	4,214.05	24.31	2,107.03
Step 4					53,097.13	4,424.76	25.53	2,212.38
Step 5					55,753.30	4,646.11	26.80	2,323.05
Customer Service Representative	NE	0	G408	G113				
Step 1					45,867.24	3,822.27	22.05	1,911.13
Step 2					48,160.56	4,013.38	23.15	2,006.69
Step 3					50,568.63	4,214.05	24.31	2,107.03
Step 4					53,097.13	4,424.76	25.53	2,212.38
Step 5					55,753.30	4,646.11	26.80	2,323.05
HUMAN RESOURCES/RISK MANAGEMENT DEPARTMENT (6)								
Human Resources/Risk Management Director	E	1	E111	EX104				
Min					131,735.14	10,977.93	63.33	5,488.96
Max					161,744.81	13,478.73	77.76	6,739.37
Human Resources/Risk Manager	E	1	M268	MM167				
Step 1					98,037.58	8,169.80	47.13	4,084.90
Step 2					102,939.51	8,578.29	49.49	4,289.15
Step 3					108,086.49	9,007.21	51.96	4,503.60
Step 4					113,490.76	9,457.56	54.56	4,728.78
Step 5					119,858.53	9,988.21	57.62	4,994.11
Senior Management Analyst	E	2	M223	MM145				
Step 1					79,716.97	6,643.08	38.33	3,321.54
Step 2					83,702.82	6,975.24	40.24	3,487.62
Step 3					87,887.97	7,324.00	42.25	3,662.00
Step 4					92,282.42	7,690.20	44.37	3,845.10
Step 5					96,905.65	8,075.47	46.59	4,037.74

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Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Human Resources/Risk Management Analyst	NE	1	M240	MM129				
Step 1					68,188.44	5,682.37	32.78	2,841.19
Step 2					71,597.84	5,966.49	34.42	2,983.24
Step 3					75,531.54	6,294.29	36.31	3,147.15
Step 4					79,308.09	6,609.01	38.13	3,304.50
Step 5					82,874.64	6,906.22	39.84	3,453.11
Wellness Coordinator	NE	0	G385	G135				
Step 1					56,760.89	4,730.07	27.29	2,365.04
Step 2					59,598.97	4,966.58	28.65	2,483.29
Step 3					62,578.90	5,214.91	30.09	2,607.45
Step 4					65,707.78	5,475.65	31.59	2,737.82
Step 5					68,983.39	5,748.62	33.17	2,874.31
Human Resources/Risk Management Specialist	NE	1	G395	G120				
Step 1					48,568.75	4,047.40	23.35	2,023.70
Step 2					50,997.25	4,249.77	24.52	2,124.89
Step 3					53,547.03	4,462.25	25.74	2,231.13
Step 4					56,224.34	4,685.36	27.03	2,342.68
Step 5					59,038.92	4,919.91	28.38	2,459.95
Office Assistant	NE	0	G402	G075				
Step 1					32,470.95	2,705.91	15.61	1,352.96
Step 2					34,094.50	2,841.21	16.39	1,420.60
Step 3					35,799.27	2,983.27	17.21	1,491.64
Step 4					37,589.15	3,132.43	18.07	1,566.21
Step 5					39,468.59	3,289.05	18.98	1,644.52
PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT (16)								
<u>Administration</u>								
Parks, Recreation & Community Services Director	E	1	E117	EX115				
Min					134,863.09	11,238.59	64.84	5,619.30
Max					163,923.69	13,660.31	78.81	6,830.15
Deputy Director of Parks, Recreation & Community Services	E	1	E119	EX100				
Min					107,888.02	8,990.67	51.87	4,495.33
Max					131,138.95	10,928.25	63.05	5,464.12
Management Analyst	NE	1	M235	MM129				
Step 1					68,188.44	5,682.37	32.78	2,841.19
Step 2					71,597.84	5,966.49	34.42	2,983.24
Step 3					75,531.54	6,294.29	36.31	3,147.15
Step 4					79,308.09	6,609.01	38.13	3,304.50
Step 5					82,874.64	6,906.22	39.84	3,453.11

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Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Administrative Technician	NE	1	G400	G128				
Step 1					53,314.64	4,442.89	25.63	2,221.44
Step 2					55,980.41	4,665.03	26.91	2,332.52
Step 3					58,779.40	4,898.28	28.26	2,449.14
Step 4					61,718.31	5,143.19	29.67	2,571.60
Step 5					64,807.00	5,400.58	31.16	2,700.29
Secretary w/Shorthand	NE	1	G342	G128				
Step 1					53,314.64	4,442.89	25.63	2,221.44
Step 2					55,980.41	4,665.03	26.91	2,332.52
Step 3					58,779.40	4,898.28	28.26	2,449.14
Step 4					61,718.31	5,143.19	29.67	2,571.60
Step 5					64,807.00	5,400.58	31.16	2,700.29
<u>Aquatics Division</u>								
Aquatics Supervisor	NE	1	M277	MM139				
Step 1					74,831.44	6,235.95	35.98	3,117.98
Step 2					78,573.09	6,547.76	37.78	3,273.88
Step 3					82,501.75	6,875.15	39.66	3,437.57
Step 4					86,626.91	7,218.91	41.65	3,609.45
Step 5					90,962.61	7,580.22	43.73	3,790.11
Aquatics Coordinator	NE	1	G392	G135				
Step 1					56,760.89	4,730.07	27.29	2,365.04
Step 2					59,598.97	4,966.58	28.65	2,483.29
Step 3					62,578.90	5,214.91	30.09	2,607.45
Step 4					65,707.78	5,475.65	31.59	2,737.82
Step 5					68,983.39	5,748.62	33.17	2,874.31
<u>Community Wellness & Senior Services Division</u>								
Parks, Recreation & Community Services Supervisor	NE	0	M255	MM139				
Step 1					74,831.44	6,235.95	35.98	3,117.98
Step 2					78,573.09	6,547.76	37.78	3,273.88
Step 3					82,501.75	6,875.15	39.66	3,437.57
Step 4					86,626.91	7,218.91	41.65	3,609.45
Step 5					90,962.61	7,580.22	43.73	3,790.11
Social Worker	NE	1	G365	G121				
Step 1					49,503.27	4,125.27	23.80	2,062.64
Step 2					51,978.50	4,331.54	24.99	2,165.77
Step 3					54,577.38	4,548.11	26.24	2,274.06
Step 4					57,306.32	4,775.53	27.55	2,387.76
Step 5					60,177.89	5,014.82	28.93	2,507.41
Administrative Clerk	NE	1	G372	G100				
Step 1					40,697.80	3,391.48	19.57	1,695.74
Step 2					42,732.85	3,561.07	20.54	1,780.54
Step 3					44,869.35	3,739.11	21.57	1,869.56
Step 4					47,112.92	3,926.08	22.65	1,963.04
Step 5					49,459.56	4,121.63	23.78	2,060.81

City of El Monte Classification and Compensation Plan - Full Time Classifications

Effective February 1, 2020 - Amended February 4, 2020

(*Effective 8/16/2019 - 12/31/2019; **Effective 1/1/2020)

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Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Facilities, Special Programs and Events Division								
Parks, Recreation & Community Services Supervisor	NE	1	M255	MM139				
Step 1					74,831.44	6,235.95	35.98	3,117.98
Step 2					78,573.09	6,547.76	37.78	3,273.88
Step 3					82,501.75	6,875.15	39.66	3,437.57
Step 4					86,626.91	7,218.91	41.65	3,609.45
Step 5					90,962.61	7,580.22	43.73	3,790.11
Recreation Division								
Recreation Services Manager	E	1	M250	MM160				
Step 1					92,466.97	7,705.58	44.46	3,852.79
Step 2					97,090.33	8,090.86	46.68	4,045.43
Step 3					101,944.82	8,495.40	49.01	4,247.70
Step 4					107,042.05	8,920.17	51.46	4,460.09
Step 5					112,381.37	9,365.11	54.03	4,682.56
Recreation Coordinator <i>(1 of 5 FTEs subject to anticipated grant funding)</i>	NE	5	G319	G135				
Step 1					56,760.89	4,730.07	27.29	2,365.04
Step 2					59,598.97	4,966.58	28.65	2,483.29
Step 3					62,578.90	5,214.91	30.09	2,607.45
Step 4					65,707.78	5,475.65	31.59	2,737.82
Step 5					68,983.39	5,748.62	33.17	2,874.31
POLICE DEPARTMENT (166 - 122 Sworn, 44 Civilian)								
Sworn Personnel								
Chief of Police	E	1	E103	EX142				
**Min					193,075.76	16,089.65	92.82	8,044.82
**Max					234,685.50	19,557.13	112.83	9,778.56
Police Captain	E	2	P501	PM115				
**Step 1					162,066.28	13,505.52	77.92	6,752.76
**Step 2					170,169.54	14,180.79	81.81	7,090.40
**Step 3					178,678.05	14,889.84	85.90	7,444.92
**Step 4					187,612.01	15,634.33	90.20	7,817.17
**Step 5					196,998.38	16,416.53	94.71	8,208.27
Police Lieutenant	E	5	P502	PM100				
**Step 1					140,927.20	11,743.93	67.75	5,871.97
**Step 2					147,973.51	12,331.13	71.14	6,165.56
**Step 3					155,372.22	12,947.68	74.70	6,473.84
**Step 4					163,140.88	13,595.07	78.43	6,797.54
**Step 5					171,302.94	14,275.24	82.36	7,137.62
Police Sergeant	NE	16	S601	P123-1				
Step 1					97,166.31	8,097.19	46.71	4,048.60
Step 2					102,024.65	8,502.05	49.05	4,251.03
Step 3					107,125.88	8,927.16	51.50	4,463.58
Step 4					112,482.08	9,373.51	54.08	4,686.75
Step 5					118,107.84	9,842.32	56.78	4,921.16

City of El Monte Classification and Compensation Plan - Full Time Classifications

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Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Helicopter Pilot	NE	1	S602	P123				
Step 1					97,106.22	8,092.18	46.69	4,046.09
Step 2					101,961.47	8,496.79	49.02	4,248.39
Step 3					107,059.61	8,921.63	51.47	4,460.82
Step 4					112,412.58	9,367.72	54.04	4,683.86
Step 5					118,032.73	9,836.06	56.75	4,918.03
Police Corporal	NE	13	S606	P107				
Step 1					82,819.56	6,901.63	39.82	3450.82
Step 2					86,960.61	7,246.72	41.81	3623.36
Step 3					91,308.61	7,609.05	43.90	3804.53
Step 4					95,873.94	7,989.49	46.09	3994.75
Step 5					100,663.35	8,388.61	48.40	4194.31
Police Officer II	NE	12	S609	P106				
Step 1					82,239.16	6,853.26	39.54	3426.63
Step 2					86,351.14	7,195.93	41.51	3597.96
Step 3					90,668.67	7,555.72	43.59	3777.86
Step 4					95,202.13	7,933.51	45.77	3966.76
Step 5					99,963.88	8,330.32	48.06	4165.16
Police Officer/Bonus Assignment (Combined with Police Officer, maximum FTEs = 72; underfills permitted)	NE	40	S605	P106				
Step 1					82,239.16	6,853.26	39.54	3,426.63
Step 2					86,351.14	7,195.93	41.51	3,597.96
Step 3					90,668.67	7,555.72	43.59	3,777.86
Step 4					95,202.13	7,933.51	45.77	3,966.76
Step 5					99,963.88	8,330.32	48.06	4,165.16
Police Officer	NE	32	S608	P100				
Step 1					77,685.20	6,473.77	37.35	3,236.88
Step 2					81,569.46	6,797.45	39.22	3,398.73
Step 3					85,647.89	7,137.32	41.18	3,568.66
Step 4					89,930.32	7,494.19	43.24	3,747.10
Step 5					94,427.70	7,868.97	45.40	3,934.49
Civilian Personnel								
Information Technology Manager	E	1	M219	MM167				
Step 1					98,037.54	8,169.80	47.13	4,084.90
Step 2					102,939.48	8,578.29	49.49	4,289.14
Step 3					108,086.44	9,007.20	51.96	4,503.60
Step 4					113,490.72	9,457.56	54.56	4,728.78
Step 5					119,858.52	9,988.21	57.62	4,994.11
Database Administrator	E	0	M266	MM156				
Step 1					88,519.73	7,376.64	42.56	3,688.32
Step 2					92,945.79	7,745.48	44.69	3,872.74
Step 3					97,593.08	8,132.76	46.92	4,066.38
Step 4					102,472.83	8,539.40	49.27	4,269.70
Step 5					107,600.00	8,966.67	51.73	4,483.33

City of El Monte Classification and Compensation Plan - Full Time Classifications

Effective February 1, 2020 - Amended February 4, 2020

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Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Senior Information Technology Analyst	NE	2	M269	MM150				
Step 1					83,412.60	6,951.05	40.10	3,475.53
Step 2					87,583.08	7,298.59	42.11	3,649.29
Step 3					91,962.22	7,663.52	44.21	3,831.76
Step 4					96,560.45	8,046.70	46.42	4,023.35
*Step 5					96,560.45	8,046.70	46.42	4,023.35
**Step 5					101,388.47	8,449.04	48.74	4,224.52
Communications Manager	E	1	M227	MM141				
Step 1					76,663.57	6,388.63	36.86	3,194.32
Step 2					80,496.78	6,708.07	38.70	3,354.03
Step 3					84,521.56	7,043.46	40.64	3,521.73
Step 4					88,747.64	7,395.64	42.67	3,697.82
Step 5					93,181.99	7,765.17	44.80	3,882.58
Management Analyst	NE	1	M235	MM129				
Step 1					68,188.44	5,682.37	32.78	2,841.19
Step 2					71,597.84	5,966.49	34.42	2,983.24
Step 3					75,531.54	6,294.29	36.31	3,147.15
Step 4					79,308.09	6,609.01	38.13	3,304.50
Step 5					82,874.64	6,906.22	39.84	3,453.11
Senior Administrative Assistant	NE	1	M251	MM120-1				
Step 1					62,930.63	5,244.22	30.26	2,622.11
Step 2					66,077.03	5,506.42	31.77	2,753.21
Step 3					69,380.91	5,781.74	33.36	2,890.87
Step 4					72,849.86	6,070.82	35.02	3,035.41
Step 5					76,499.82	6,374.98	36.78	3,187.49
Police Recruit <i>(Utilized only to fill Police Officer vacancies; excluded from total FTEs)</i>	NE	3	G394	G148				
Step 1					64,417.61	5,368.13	30.97	2,684.07
Step 2					67,638.61	5,636.55	32.52	2,818.28
Step 3					71,020.41	5,918.37	34.14	2,959.18
Step 4					74,571.31	6,214.28	35.85	3,107.14
Step 5					78,300.00	6,525.00	37.64	3,262.50
Dispatch Shift Supervisor	NE	4	G312	G142				
Step 1					60,601.37	5,050.11	29.14	2,525.06
Step 2					63,631.61	5,302.63	30.59	2,651.32
Step 3					66,813.04	5,567.75	32.12	2,783.88
Step 4					70,153.67	5,846.14	33.73	2,923.07
Step 5					73,670.89	6,139.24	35.42	3,069.62
Custody Supervisor	NE	1	G411	G142				
Lead Jailer					60,601.37	5,050.11	29.14	2,525.06
Step 1					60,601.37	5,050.11	29.14	2,525.06
Step 2					63,631.61	5,302.63	30.59	2,651.32
Step 3					66,813.04	5,567.75	32.12	2,783.88
Step 4					70,153.67	5,846.14	33.73	2,923.07
Step 5					73,670.89	6,139.24	35.42	3,069.62

City of El Monte Classification and Compensation Plan - Full Time Classifications

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Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
ID Technician	NE	1	G330	G133				
Step 1					55,899.28	4,658.27	26.87	2,329.14
Step 2					58,694.25	4,891.19	28.22	2,445.59
Step 3					61,629.05	5,135.75	29.63	2,567.88
Step 4					64,710.49	5,392.54	31.11	2,696.27
Step 5					67,946.59	5,662.22	32.67	2,831.11
Dispatcher	NE	11	G339	G129				
Step 1					53,592.07	4,466.01	25.77	2,233.00
Step 2					56,271.82	4,689.32	27.05	2,344.66
Step 3					59,085.25	4,923.77	28.41	2,461.89
Step 4					62,039.56	5,169.96	29.83	2,584.98
Step 5					65,142.92	5,428.58	31.32	2,714.29
Custody Officer	NE	7	G416	G129				
Jailer								
Step 1					53,592.07	4,466.01	25.77	2,233.00
Step 2					56,271.82	4,689.32	27.05	2,344.66
Step 3					59,085.25	4,923.77	28.41	2,461.89
Step 4					62,039.56	5,169.96	29.83	2,584.98
Step 5					65,142.92	5,428.58	31.32	2,714.29
Senior Equipment Maintenance Technician	NE	2	G414	G128				
Equipment Service Lead Worker								
Step 1					53,314.64	4,442.89	25.63	2,221.44
Step 2					55,980.41	4,665.03	26.91	2,332.52
Step 3					58,779.40	4,898.28	28.26	2,449.14
Step 4					61,718.31	5,143.19	29.67	2,571.60
Step 5					64,807.00	5,400.58	31.16	2,700.29
Senior Parking Technician	NE	1	G412	G123				
Step 1					50,700.72	4,225.06	24.38	2,112.53
Step 2					53,235.83	4,436.32	25.59	2,218.16
Step 3					55,897.54	4,658.13	26.87	2,329.06
Step 4					58,692.51	4,891.04	28.22	2,445.52
Step 5					61,623.57	5,135.30	29.63	2,567.65
Support Services Specialist	NE	1	G397	G123				
Step 1					50,700.72	4,225.06	24.38	2,112.53
Step 2					53,235.83	4,436.32	25.59	2,218.16
Step 3					55,897.54	4,658.13	26.87	2,329.06
Step 4					58,692.51	4,891.04	28.22	2,445.52
Step 5					61,623.57	5,135.30	29.63	2,567.65
Records Supervisor	NE	1	G346	G133				
Step 1					55,899.28	4,658.27	26.87	2,329.14
Step 2					58,694.25	4,891.19	28.22	2,445.59
Step 3					61,629.05	5,135.75	29.63	2,567.88
Step 4					64,710.49	5,392.54	31.11	2,696.27
Step 5					67,946.59	5,662.22	32.67	2,831.11

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Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Equipment Maintenance Technician	NE	1	G415	G118				
Equipment Service Worker					48,174.47	4,014.54	23.16	2,007.27
					50,583.23	4,215.27	24.32	2,107.63
					53,112.29	4,426.02	25.53	2,213.01
					55,768.04	4,647.34	26.81	2,323.67
					58,557.03	4,879.75	28.15	2,439.88
Parking Technician	NE	1	G357	G114				
					46,290.70	3,857.56	22.26	1,928.78
					48,605.39	4,050.45	23.37	2,025.22
					51,035.43	4,252.95	24.54	2,126.48
					53,587.26	4,465.60	25.76	2,232.80
					56,279.04	4,689.92	27.06	2,344.96
Records Technician	NE	6	G363	G110				
					44,713.62	3,726.13	21.50	1,863.07
					46,949.31	3,912.44	22.57	1,956.22
					49,296.74	4,108.06	23.70	2,054.03
					51,761.55	4,313.46	24.89	2,156.73
					54,351.47	4,529.29	26.13	2,264.64
Administrative Specialist	NE	1	G409	G130				
Training Clerk					54,701.96	4,558.50	26.30	2,279.25
					57,437.05	4,786.42	27.61	2,393.21
					60,308.76	5,025.73	28.99	2,512.86
					63,324.30	5,277.02	30.44	2,638.51
					66,500.91	5,541.74	31.97	2,770.87
PUBLIC WORKS AND UTILITIES DEPARTMENT (72)								
Administration								
Public Works & Utilities Director	E	1	E114	EX123				
					144,982.17	12,081.85	69.70	6,040.92
					176,221.64	14,685.14	84.72	7,342.57
Deputy Director of Public Works & Utilities	E	1	E118	EX116				
					136,535.71	11,377.98	65.64	5,688.99
					165,959.97	13,830.00	79.79	6,915.00
Senior Project Manager	E	1	M270	MM171				
					101,959.04	8,496.59	49.02	4,248.29
					107,057.07	8,921.42	51.47	4,460.71
					112,409.88	9,367.49	54.04	4,683.75
					118,030.41	9,835.87	56.75	4,917.93
					123,931.87	10,327.66	59.58	5,163.83
Department Secretary	NE	1	G321	G135				
					56,760.89	4,730.07	27.29	2,365.04
					59,598.97	4,966.58	28.65	2,483.29
					62,578.90	5,214.91	30.09	2,607.45
					65,707.78	5,475.65	31.59	2,737.82
					68,983.39	5,748.62	33.17	2,874.31

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Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Engineering Division								
City Engineer	E	1	M261	MM200				
Step 1					134,239.51	11,186.63	64.54	5,593.31
Step 2					140,951.38	11,745.95	67.77	5,872.97
Step 3					147,999.04	12,333.25	71.15	6,166.63
Step 4					155,398.94	12,949.91	74.71	6,474.96
Step 5					163,100.66	13,591.72	78.41	6,795.86
Senior Civil Engineer	E	1	M284	MM153				
Step 1					85,954.29	7,162.86	41.32	3,581.43
Step 2					90,251.95	7,521.00	43.39	3,760.50
Step 3					94,764.47	7,897.04	45.56	3,948.52
Step 4					99,502.72	8,291.89	47.84	4,145.95
Step 5					104,477.94	8,706.50	50.23	4,353.25
Senior Management Analyst	E	0	M223	MM145				
Step 1					79,716.97	6,643.08	38.33	3,321.54
Step 2					83,702.82	6,975.24	40.24	3,487.62
Step 3					87,887.97	7,324.00	42.25	3,662.00
Step 4					92,282.42	7,690.20	44.37	3,845.10
Step 5					96,905.65	8,075.47	46.59	4,037.74
Associate Civil Engineer	E	2	M280	MM140				
Step 1					75,579.74	6,298.31	36.34	3,149.16
Step 2					79,358.82	6,613.24	38.15	3,306.62
Step 3					83,326.78	6,943.90	40.06	3,471.95
Step 4					87,493.12	7,291.09	42.06	3,645.55
Step 5					91,872.12	7,656.01	44.17	3,828.01
Public Works Inspector	NE	0	M265	MM118				
Step 1					61,813.39	5,151.12	29.72	2,575.56
Step 2					64,904.05	5,408.67	31.20	2,704.34
Step 3					68,149.37	5,679.11	32.76	2,839.56
Step 4					71,556.84	5,963.07	34.40	2,981.54
Step 5					75,134.61	6,261.22	36.12	3,130.61
Public Works Clerk	NE	1	G387	G100				
Step 1					40,697.80	3,391.48	19.57	1,695.74
Step 2					42,732.85	3,561.07	20.54	1,780.54
Step 3					44,869.35	3,739.11	21.57	1,869.56
Step 4					47,112.92	3,926.08	22.65	1,963.04
Step 5					49,459.56	4,121.63	23.78	2,060.81
Maintenance Division								
Public Works Operations Superintendent	E	1	M203	MM190				
Step 1					121,318.23	10,109.85	58.33	5,054.93
Step 2					127,384.07	10,615.34	61.24	5,307.67
Step 3					133,753.20	11,146.10	64.30	5,573.05
Step 4					140,440.88	11,703.41	67.52	5,851.70
Step 5					147,458.60	12,288.22	70.89	6,144.11

City of El Monte Classification and Compensation Plan - Full Time Classifications

**Effective February 1, 2020 - Amended February 4, 2020
 (*Effective 8/16/2019 - 12/31/2019; **Effective 1/1/2020)**

Consistent with certain preliminary findings and recommendations of the 2018 Class/Comp Study, as well as to better meet organizational and operational needs, establish new classifications, reclassify and/or retitle certain classifications, increase or decrease FTEs for certain classifications, reassign certain classifications to higher pay grades, adopt updated classification standards for certain classifications, and make certain retroactive adjustments. Total FTEs = 311

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Public Works Maintenance Supervisor	E	1	M213	MM160				
Step 1					92,466.97	7,705.58	44.46	3,852.79
Step 2					97,090.33	8,090.86	46.68	4,045.43
Step 3					101,944.82	8,495.40	49.01	4,247.70
Step 4					107,042.05	8,920.17	51.46	4,460.09
Step 5					112,381.37	9,365.11	54.03	4,682.56
Lead Heavy Equipment Mechanic	NE	1	G315	G141				
Step 1					60,280.15	5,023.35	28.98	2,511.67
Step 2					63,294.22	5,274.52	30.43	2,637.26
Step 3					66,458.94	5,538.24	31.95	2,769.12
Step 4					69,781.79	5,815.15	33.55	2,907.57
Step 5					73,276.55	6,106.38	35.23	3,053.19
Public Works Maintenance Field Supervisor	NE	3	M243	MM137				
Step 1					73,669.82	6,139.15	35.42	3,069.58
Step 2					77,353.72	6,446.14	37.19	3,223.07
Step 3					81,221.29	6,768.44	39.05	3,384.22
Step 4					85,281.49	7,106.79	41.00	3,553.40
Step 5					89,547.54	7,462.30	43.05	3,731.15
Administrative Analyst	NE	1	M282	MM109				
Step 1					56,822.56	4,735.21	27.32	2,367.61
Step 2					59,663.52	4,971.96	28.68	2,485.98
Step 3					62,646.71	5,220.56	30.12	2,610.28
Step 4					65,779.08	5,481.59	31.62	2,740.79
Step 5					69,068.11	5,755.68	33.21	2,877.84
Traffic Signal Technician	NE	1	G314	G141				
Step 1					60,280.15	5,023.35	28.98	2,511.67
Step 2					63,294.22	5,274.52	30.43	2,637.26
Step 3					66,458.94	5,538.24	31.95	2,769.12
Step 4					69,781.79	5,815.15	33.55	2,907.57
Step 5					73,276.55	6,106.38	35.23	3,053.19
Irrigation Senior Specialist	NE	0	G389	G140				
Step 1					59,798.26	4,983.19	28.75	2,491.59
Step 2					62,788.27	5,232.36	30.19	2,616.18
Step 3					65,927.85	5,493.99	31.70	2,746.99
Step 4					69,224.37	5,768.70	33.28	2,884.35
Step 5					72,692.53	6,057.71	34.95	3,028.86
Aquatics Maintenance Specialist	NE	1	G404	G133				
Step 1					55,899.28	4,658.27	26.87	2,329.14
Step 2					58,694.25	4,891.19	28.22	2,445.59
Step 3					61,629.05	5,135.75	29.63	2,567.88
Step 4					64,710.49	5,392.54	31.11	2,696.27
Step 5					67,946.59	5,662.22	32.67	2,831.11

City of El Monte Classification and Compensation Plan - Full Time Classifications

Effective February 1, 2020 - Amended February 4, 2020

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Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Heavy Equipment Mechanic	NE	1	G334	G133				
Step 1					55,899.28	4,658.27	26.87	2,329.14
Step 2					58,694.25	4,891.19	28.22	2,445.59
Step 3					61,629.05	5,135.75	29.63	2,567.88
Step 4					64,710.49	5,392.54	31.11	2,696.27
Step 5					67,946.59	5,662.22	32.67	2,831.11
Cement Mason	NE	0	G331	G133				
Step 1					55,899.28	4,658.27	26.87	2,329.14
Step 2					58,694.25	4,891.19	28.22	2,445.59
Step 3					61,629.05	5,135.75	29.63	2,567.88
Step 4					64,710.49	5,392.54	31.11	2,696.27
Step 5					67,946.59	5,662.22	32.67	2,831.11
Plumber	NE	0	G328	G133				
Step 1					55,899.28	4,658.27	26.87	2,329.14
Step 2					58,694.25	4,891.19	28.22	2,445.59
Step 3					61,629.05	5,135.75	29.63	2,567.88
Step 4					64,710.49	5,392.54	31.11	2,696.27
Step 5					67,946.59	5,662.22	32.67	2,831.11
Electrician's Helper	NE	1	G335	G130				
Step 1					54,701.96	4,558.50	26.30	2,279.25
Step 2					57,437.05	4,786.42	27.61	2,393.21
Step 3					60,308.76	5,025.73	28.99	2,512.86
Step 4					63,324.30	5,277.02	30.44	2,638.51
Step 5					66,500.91	5,541.74	31.97	2,770.87
Maintenance Lead Worker	NE	6	G336	G129-1				
Step 1					53,840.30	4,486.69	25.88	2,243.35
Step 2					56,532.35	4,711.03	27.18	2,355.51
Step 3					59,358.88	4,946.57	28.54	2,473.29
Step 4					62,326.96	5,193.91	29.96	2,596.96
Step 5					65,434.87	5,452.91	31.46	2,726.45
Graffiti Abatement Coordinator	NE	1	G359	G114				
Step 1					46,290.70	3,857.56	22.26	1,928.78
Step 2					48,605.39	4,050.45	23.37	2,025.22
Step 3					51,035.43	4,252.95	24.54	2,126.48
Step 4					53,587.26	4,465.60	25.76	2,232.80
Step 5					56,279.04	4,689.92	27.06	2,344.96
Maintenance Worker	NE	20	G356	G114				
Step 1					46,290.70	3,857.56	22.26	1,928.78
Step 2					48,605.39	4,050.45	23.37	2,025.22
Step 3					51,035.43	4,252.95	24.54	2,126.48
Step 4					53,587.26	4,465.60	25.76	2,232.80
Step 5					56,279.04	4,689.92	27.06	2,344.96

City of El Monte Classification and Compensation Plan - Full Time Classifications

Effective February 1, 2020 - Amended February 4, 2020
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Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Transportation Division								
Transportation Operations Manager	E	1	M256	MM160				
Step 1					92,466.97	7,705.58	44.46	3,852.79
Step 2					97,090.33	8,090.86	46.68	4,045.43
Step 3					101,944.82	8,495.40	49.01	4,247.70
Step 4					107,042.05	8,920.17	51.46	4,460.09
Step 5					112,381.37	9,365.11	54.03	4,682.56
Transportation Senior Program Specialist	NE	1	M275	MM140				
Step 1					75,579.74	6,298.31	36.34	3,149.16
Step 2					79,358.82	6,613.24	38.15	3,306.62
Step 3					83,326.78	6,943.90	40.06	3,471.95
Step 4					87,493.12	7,291.09	42.06	3,645.55
Step 5					91,872.12	7,656.01	44.17	3,828.01
Transportation Coordinator	NE	3	G320	G135				
Step 1					56,760.89	4,730.07	27.29	2,365.04
Step 2					59,598.97	4,966.58	28.65	2,483.29
Step 3					62,578.90	5,214.91	30.09	2,607.45
Step 4					65,707.78	5,475.65	31.59	2,737.82
Step 5					68,983.39	5,748.62	33.17	2,874.31
Senior Transportation Driver	NE	2	G413	G128				
Step 1					53,314.64	4,442.89	25.63	2,221.44
Step 2					55,980.41	4,665.03	26.91	2,332.52
Step 3					58,779.40	4,898.28	28.26	2,449.14
Step 4					61,718.31	5,143.19	29.67	2,571.60
Step 5					64,807.00	5,400.58	31.16	2,700.29
Transportation Driver	NE	2	G407	G120				
Step 1					48,568.75	4,047.40	23.35	2,023.70
Step 2					50,997.25	4,249.77	24.52	2,124.89
Step 3					53,547.03	4,462.25	25.74	2,231.13
Step 4					56,224.34	4,685.36	27.03	2,342.68
Step 5					59,038.92	4,919.91	28.38	2,459.95
Administrative Clerk	NE	1	G372	G100				
Step 1					40,697.80	3,391.48	19.57	1,695.74
Step 2					42,732.85	3,561.07	20.54	1,780.54
Step 3					44,869.35	3,739.11	21.57	1,869.56
Step 4					47,112.92	3,926.08	22.65	1,963.04
Step 5					49,459.56	4,121.63	23.78	2,060.81
Utilities Division								
Utilities Manager	E	1	M264	MM197				
Step 1					130,329.56	10,860.80	62.66	5,430.40
Step 2					136,846.00	11,403.83	65.79	5,701.92
Step 3					143,688.21	11,974.02	69.08	5,987.01
Step 4					150,872.62	12,572.72	72.53	6,286.36
Step 5					158,350.45	13,195.87	76.13	6,597.94

City of El Monte Classification and Compensation Plan - Full Time Classifications

Effective February 1, 2020 - Amended February 4, 2020

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Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Water Systems Supervisor	NE	1	M248	MM160				
Step 1					92,466.97	7,705.58	44.46	3,852.79
Step 2					97,090.33	8,090.86	46.68	4,045.43
Step 3					101,944.82	8,495.40	49.01	4,247.70
Step 4					107,042.05	8,920.17	51.46	4,460.09
Step 5					112,381.37	9,365.11	54.03	4,682.56
Associate Civil Engineer	E	1	M280	MM140				
Step 1					75,579.74	6,298.31	36.34	3,149.16
Step 2					79,358.82	6,613.24	38.15	3,306.62
Step 3					83,326.78	6,943.90	40.06	3,471.95
Step 4					87,493.12	7,291.09	42.06	3,645.55
Step 5					91,872.12	7,656.01	44.17	3,828.01
GIS Analyst	E	1	M285	MM129				
Step 1					68,188.44	5,682.37	32.78	2,841.19
Step 2					71,597.84	5,966.49	34.42	2,983.24
Step 3					75,531.54	6,294.29	36.31	3,147.15
Step 4					79,308.09	6,609.01	38.13	3,304.50
Step 5					82,874.64	6,906.22	39.84	3,453.11
Administrative Analyst	NE	1	M282	MM109				
Step 1					56,822.56	4,735.21	27.32	2,367.61
Step 2					59,663.52	4,971.96	28.68	2,485.98
Step 3					62,646.71	5,220.56	30.12	2,610.28
Step 4					65,779.08	5,481.59	31.62	2,740.79
Step 5					69,068.11	5,755.68	33.21	2,877.84
Senior Shift Operator	NE	1	G388	G146				
Step 1					63,156.94	5,263.08	30.36	2,631.54
Step 2					66,314.71	5,526.23	31.88	2,763.11
Step 3					69,630.47	5,802.54	33.48	2,901.27
Step 4					73,112.00	6,092.67	35.15	3,046.33
Step 5					76,752.06	6,396.00	36.90	3,198.00
Wastewater Collection Systems Lead	NE	1	G380	G142				
Step 1					60,601.37	5,050.11	29.14	2,525.06
Step 2					63,631.61	5,302.63	30.59	2,651.32
Step 3					66,813.04	5,567.75	32.12	2,783.88
Step 4					70,153.67	5,846.14	33.73	2,923.07
Step 5					73,670.89	6,139.24	35.42	3,069.62
Shift Operator	NE	3	G318	G136				
Step 1					57,301.24	4,775.10	27.55	2,387.55
Step 2					60,166.26	5,013.86	28.93	2,506.93
Step 3					63,174.58	5,264.55	30.37	2,632.27
Step 4					66,333.29	5,527.77	31.89	2,763.89
Step 5					69,640.50	5,803.37	33.48	2,901.69

City of El Monte Classification and Compensation Plan - Full Time Classifications

Effective February 1, 2020 - Amended February 4, 2020

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Consistent with certain preliminary findings and recommendations of the 2018 Class/Comp Study, as well as to better meet organizational and operational needs, establish new classifications, reclassify and/or retitle certain classifications, increase or decrease FTEs for certain classifications, reassign certain classifications to higher pay grades, adopt updated classification standards for certain classifications, and make certain retroactive adjustments. Total FTEs = 311

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Wastewater Maintenance Worker II	NE	1	G379	G129-1				
Step 1					53,840.30	4,486.69	25.88	2,243.35
Step 2					56,532.35	4,711.03	27.18	2,355.51
Step 3					59,358.88	4,946.57	28.54	2,473.29
Step 4					62,326.96	5,193.91	29.96	2,596.96
Step 5					65,434.87	5,452.91	31.46	2,726.45
Water Meter Reader	NE	1	G354	G117				
Step 1					47,459.00	3,954.92	22.82	1,977.46
Step 2					49,831.97	4,152.66	23.96	2,076.33
Step 3					52,323.51	4,360.29	25.16	2,180.15
Step 4					54,939.77	4,578.31	26.41	2,289.16
Step 5					57,695.44	4,807.95	27.74	2,403.98
Wastewater Maintenance Worker I	NE	3	G378	G117				
Step 1					47,459.00	3,954.92	22.82	1,977.46
Step 2					49,831.97	4,152.66	23.96	2,076.33
Step 3					52,323.51	4,360.29	25.16	2,180.15
Step 4					54,939.77	4,578.31	26.41	2,289.16
Step 5					57,695.44	4,807.95	27.74	2,403.98

EXHIBIT "B"
CLASSIFICATION AND COMPENSATION PLAN – PART TIME CLASSIFICATIONS

City of El Monte Classification and Compensation Plan - Part Time Classifications
Effective February 1, 2020 - Amended January 28, 2019

Establish new classifications of Lifeguard Trainee and Recreation Leader Trainee; increase FTEs for Lifeguard, Program Specialist, and Senior Instructor Guard; reassign Lifeguard and Recreation Leader from Pay Grade PT1300 to PT1325; adopt updated classification specifications for Lifeguard, Program Specialist, Senior Instructor Guard; update Position No. for Recreation Leader. Total FTEs = 232 (60 subject to anticipated grant funding)

Department/Division	FTE 0.25	FTE 0.50	FTE 0.75	Seasonal	Position No.	Pay Grade	Hourly Rate
CITY MANAGER'S OFFICE (2)							
Graphic Artist - P/T			2		T851	PT1625	16.25
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT (4)							
<u>Housing Division</u>							
Administrative Assistant - P/T					T864	PT1653	16.53
<u>Neighborhood Services Division</u>							
Animal Control Officer - P/T			2		T869	PT1987	19.87
Neighborhood Services Officer - P/T					T755	PT1987	19.87
<u>Planning Division</u>							
Planning Aide - P/T					T874	PT1500-S	
	Step 1						15.00
	Step 2		2				15.75
	Step 3						16.54
FINANCE DEPARTMENT (1)							
<u>Accounting Division</u>							
Intern (College or Graduate) - P/T					T875	PT1500	15.00
<u>Treasury Division</u>							
Office Assistant - P/T			1		T728	PT1400	14.00
HUMAN RESOURCES/RISK MANAGEMENT DEPARTMENT (0)							
Office Assistant - P/T					T728	PT1400	14.00
PARKS, RECREATION & COMMUNITY SERVICES DEPARTMENT (174)							
<u>Administration</u>							
Program Coordinator - P/T					T870	PT-1900-S	
	Step 1						19.00
	Step 2						19.95
	Step 3						20.95
	Step 4						21.99
	Step 5						23.09
Graphic Artist - P/T					T851	PT1625	16.25
Program Specialist - P/T		1	2		T784	PT1500	15.00
Museum Curator - P/T					T877	PT1325	13.25
Recreation Leader - P/T			2	2	T881	PT1325	13.25

City of El Monte Classification and Compensation Plan - Part Time Classifications
Effective February 1, 2020 - Amended January 28, 2019

Establish new classifications of Lifeguard Trainee and Recreation Leader Trainee; increase FTEs for Lifeguard, Program Specialist, and Senior Instructor Guard; reassign Lifeguard and Recreation Leader from Pay Grade PT1300 to PT1325; adopt updated classification specifications for Lifeguard, Program Specialist, Senior Instructor Guard; update Position No. for Recreation Leader. Total FTEs = 232 (60 subject to anticipated grant funding)

Department/Division	FTE 0.25	FTE 0.50	FTE 0.75	Seasonal	Position No.	Pay Grade	Hourly Rate
<u>Aquatics Division</u>							
Program Coordinator - P/T					T870	PT1900-S	
Step 1			1				19.00
Step 2							19.95
Step 3							20.95
Step 4							21.99
Step 5							23.09
Pool Manager - P/T					T717	PT1664-S	
Step 1	1		1				16.64
Step 2							17.47
Step 3							18.35
Senior Instructor Guard - P/T <i>(1 of 3 FTEs 0.75 subject to anticipated grant funding)</i>			3	1	T774	PT1500	15.00
Assistant Swim Team Coach - P/T					T860	PT1400	14.00
Instructor Guard - P/T	5	5		4	T709	PT1400	14.00
Lifeguard - P/T <i>(2 of 6 FTEs 0.50 subject to anticipated grant funding)</i>	3	6		7	T710	PT1325	13.25
Recreation Leader - P/T	2			6	T881	PT1325	13.25
Lifeguard Trainee - P/T <i>(All FTEs subject to anticipated grant funding)</i>	40				T882	PT1300	13.00
<u>Community Wellness & Senior Services Division</u>							
Social Worker - P/T			1		T777	PT1965	19.65
Program Coordinator - P/T					T870	PT1900-S	
Step 1							19.00
Step 2							19.95
Step 3							20.95
Step 4							21.99
Step 5							23.09
Senior Nutrition Site Manager - P/T					T712	PT1705	17.05
Program Specialist - P/T			6		T784	PT1500	15.00
Recreation Leader - P/T			2	1	T881	PT1325	13.25

City of El Monte Classification and Compensation Plan - Part Time Classifications
Effective February 1, 2020 - Amended January 28, 2019

Establish new classifications of Lifeguard Trainee and Recreation Leader Trainee; increase FTEs for Lifeguard, Program Specialist, and Senior Instructor Guard; reassign Lifeguard and Recreation Leader from Pay Grade PT1300 to PT1325; adopt updated classification specifications for Lifeguard, Program Specialist, Senior Instructor Guard; update Position No. for Recreation Leader. Total FTEs = 232 (60 subject to anticipated grant funding)

Department/Division	FTE 0.25	FTE 0.50	FTE 0.75	Seasonal	Position No.	Pay Grade	Hourly Rate
Facilities, Special Programs and Events Division							
Program Coordinator - P/T					T870	PT1900-S	
Step 1			4				19.00
Step 2							19.95
Step 3							20.95
Step 4							21.99
Step 5							23.09
Program Specialist - P/T		3	3		T784	PT1500	15.00
Recreation Leader - P/T		1	2	2	T720	PT1325	13.25
Recreation Division							
Program Coordinator - P/T					T870	PT1900-S	
Step 1	1		3				19.00
Step 2							19.95
Step 3							20.95
Step 4							21.99
Step 5							23.09
Program Specialist - P/T <i>(2 of 6 FTEs 0.75 subject to anticipated grant funding)</i>	1		6		T784	PT1500	15.00
Recreation Leader - P/T	4	4	19	4	T881	PT1325	13.25
Recreation Leader Trainee - P/T <i>(All FTEs subject to anticipated grant funding)</i>			15		T883	PT1300	13.00
POLICE DEPARTMENT (12)							
Civilian Personnel							
Background Investigator - P/T	1				T761	PT2500	25.00
Police Pilot - P/T	1				T866	PT2500	25.00
Police Dispatcher - P/T					T738	PT2500	25.00
Tactical Flight Officer - P/T					T865	PT2500	25.00
Records Technician - P/T					T855	PT1800	18.00
Administrative Assistant - P/T					T864	PT1653	16.53
Reserve Officer/Investigator - P/T		2			T800	PT1342	13.42
Police Cadet - P/T			6		T737	PT1300	13.00
Reserve Officer - P/T	2				T746	PT1300	13.00

City of El Monte Classification and Compensation Plan - Part Time Classifications
Effective February 1, 2020 - Amended January 28, 2019

Establish new classifications of Lifeguard Trainee and Recreation Leader Trainee; increase FTEs for Lifeguard, Program Specialist, and Senior Instructor Guard; reassign Lifeguard and Recreation Leader from Pay Grade PT1300 to PT1325; adopt updated classification specifications for Lifeguard, Program Specialist, Senior Instructor Guard; update Position No. for Recreation Leader. Total FTEs = 232 (60 subject to anticipated grant funding)

Department/Division	FTE 0.25	FTE 0.50	FTE 0.75	Seasonal	Position No.	Pay Grade	Hourly Rate
PUBLIC WORKS & UTILITIES DEPARTMENT (40)							
<u>Administration</u>							
Administrative Assistant - P/T					T864	PT1653	16.53
Beautification Project Leader - P/T					T740	PT1653	16.53
<u>Engineering Division</u>							
Intern (College or Graduate) - P/T					T875	PT1500	15.00
Office Assistant - P/T			2		T728	PT1400	14.00
<u>Maintenance Division</u>							
Administrative Assistant - P/T			1		T864	PT1653	16.53
Intern (College or Graduate) - P/T					T875	PT1500	15.00
Office Assistant - P/T			2		T728	PT1400	14.00
Maintenance Worker - P/T			21		T853	PT1300	13.00
<u>Transportation Division</u>							
Transportation Sr. Program Specialist - RETIRED ANNUITANT		1			T902	PT4207	42.07
Transportation Driver - P/T	1	2	2	1	T729	PT2000	20.00
Administrative Assistant - P/T			1		T864	PT1653	16.53
Office Assistant - P/T			3		T728	PT1400	14.00
Transit Safety Ambassador - P/T			3		T722	PT1300	13.00

EXHIBIT "C"
CLASSIFICATION SPECIFICATIONS FOR THE FOLLOWING:

1. Accountant I/II
2. Administrative Specialist
3. Associate Civil Engineer
4. Custody Officer
5. Custody Supervisor
6. Deputy Director of Community and Economic Development
7. Deputy Director of Parks, Recreation, and Community Services
8. Equipment Maintenance Technician
9. Housing Manager
10. Lifeguard – P/T
11. Lifeguard Trainee – P/T
12. Management Analyst
13. Program Specialist – P/T
14. Recreation Leader Trainee – P/T
15. Senior Equipment Maintenance Technician
16. Senior Housing Program Analyst
17. Senior Instructor Guard – P/T
18. Senior Office Assistant
19. Senior Parking Technician
20. Senior Project Manager
21. Senior Transportation Driver
22. Transportation Coordinator



FEBRUARY 2020
FLSA: EXEMPT

ACCOUNTANT I/II

DEFINITION

Under general supervision (Accountant I) or direction (Accountant II), performs a variety of professional accounting duties, including auditing, analyzing, and verifying fiscal records and reports, preparing financial and statistical reports, providing information to City staff regarding accounting practices and procedures, and reconciling general ledger accounts; assists in preparing the City's annual budgets; prepares accounting reports and schedules; and performs related duties as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision (Accountant I) or direction (Accountant II) from the Accounting Manager. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

Accountant I: This is the entry-level classification in the Accountant Series. Initially under close supervision, incumbents learn and perform routine professional accounting duties. As experience is gained, assignments become more varied, complex, and difficult; close supervision and frequent review of work lessen as an incumbent demonstrates skill to perform the work independently. Positions at this level usually perform most of the duties required of the positions at the Accountant II level, but are not expected to function at the same skill level and usually exercise less independent discretion and judgment in matters related to work procedures and methods. Work is usually supervised while in progress and fits an established structure or pattern. Exceptions or changes in procedures are explained in detail as they arise.

Accountant II: This is the fully qualified journey-level classification in the Accountant series. Positions at this level are distinguished from the Accountant I-level by the performance of the full range of duties as assigned, working independently, and exercising judgment and initiative. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. This class is distinguished from the Senior Accountant in that the latter performs the more complex work assigned to the series, such as providing staff support at an advanced level and/or providing technical and functional direction over lower-level staff.

Positions in the Accountant class series are flexibly staffed; positions at the Accountant II level are normally filled by advancement from the Accountant I level; progression to the Accountant II level is dependent on (i) management affirmation that the position is performing the full range of duties assigned to the classification; (ii) satisfactory work performance; (iii) the incumbent meeting the minimum qualifications for the classification including any licenses and certifications; and (iv) management approval for progression to the Accountant II level.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

Positions at the Accountant I level may perform some of these duties and responsibilities in a learning capacity.

- Performs a variety of professional tasks in support of the City's accounting programs; areas of responsibility include, but are not limited to, accounts payable, accounts receivable, grant funding and reporting, general accounting, budget development, business licenses and utility billing.
- Prepares journal entries and reconciles general ledger and subsidiary accounts related to postings from payroll, accounts payable, cash receipts, and accounts receivable; prepares monthly financial statements, including distributing monthly revenue and expenditure reports to departments; prepares numerous monthly financial reports.
- Analyzes and processes workers compensation, payroll and risk management transactions; prepares reports and schedules as needed.
- Reconciles and balances a diverse range of bank statements and related fiscal documentation.
- Records and maintains appropriate controls for fixed assets, assists in the City's purchase orders and accounts payable system, auditing and financial analysis, grant accounting, and special reports.
- Reviews accuracy of invoice payments to vendors and service providers and resolves issues with vendors regarding purchase orders, invoices and payments.
- Prepares year-end fixed asset schedules; maintains and records fixed asset inventory into fiscal management system; generates depreciation and post disposals/transfers; submit reports and spreadsheets to auditors.
- Maintains and monitors the City's grant funds and ensures compliance with rules and regulations governing the use of each grant.
- Assists in the coordination of the annual audits.
- Prepares a wide variety of financial and statistical reports, including year-end reporting, budgetary reports, assists in the preparation of the Comprehensive Annual Finance Report (CAFR).
- Reviews accounting and financial documents to ensure accuracy of information and calculations and makes correcting entries.
- Conducts a variety of analytical and operational studies regarding departmental activities including financial, operational, or administrative issues; evaluate alternatives, make recommendations, assists with implementation of procedures.
- Tracks property tax payments; ensures that property tax bills are remitted to the proper City departments for payment authorization.
- Participates in the compilation and preparation of the annual budget, including assisting other departments with budget preparation, providing personnel cost projections and estimated grant revenues and expenditures, monitoring expenditures to ensure compliance with adopted budget, and assisting in publication of the budget.
- Performs other duties as assigned.

QUALIFICATIONS

Positions at the Accountant I level may exercise some of these knowledge and abilities statements in a learning capacity.

Knowledge of:

- Modern principles, practices, and methods of public and governmental accounting and financing, including program budgeting, general accounting, and auditing and their application to municipal operations.
- General principles and practices of data processing and its applicability to accounting and municipal operations. Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Principles and practices of fund accounting.
- Principles and practices of municipal budget development and monitoring.
- Principles and procedures of record keeping.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Review, analyze, record and document a diverse range of financial transactions.
- Perform general ledger duties.
- Audit, reconcile and balance bank statements.
- Audit and verify financial transactions.
- Analyze and monitor grant funding program financial transactions and ensure compliance with funding requirements.
- Analyze financial data and draw sound conclusions.
- Prepare clear, complete, and concise financial statements and reports.
- Make accurate arithmetic, financial, and statistical computations.
- Enter and retrieve data from a computer with sufficient speed and accuracy.
- Establish and maintain a variety of filing, record-keeping, and tracking systems.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Accountant III: Equivalent to a bachelor's degree from an accredited college or university with major coursework in accounting, finance, business or public administration, or a related field.

Accountant I: One (1) year of professional accounting program experience.

Accountant II: Three (3) years of professional accounting program experience.

Licenses and Certifications:

➤ None.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.



FEBRUARY 2020
FLSA: NON-EXEMPT

ADMINISTRATIVE SPECIALIST

DEFINITION

Under direction, provides specialized para-professional administrative support duties to assigned departmental projects and programs; conducts research and analysis and prepares a variety of reports and documents in support of departmental/division goals; develops, summarizes, and maintains administrative and fiscal records; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from assigned supervisory or management personnel. Exercises technical and functional direction over and provides training to lower-level staff.

CLASS CHARACTERISTICS

This fully qualified journey-level classification is responsible for independently performing specialized duties in support of departmental/division operations in areas such as personnel, budget, and contract administration. Positions at this level exercise judgment and initiative in their assigned tasks, receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Prepares various reports and responses for elected officials, department heads, and other City staff regarding personnel, budget, public records requests, service requests, internal requests for information, contracts and contract amendments, completion of projects, proposals, grant opportunities, and contract issues.
- Prepares memoranda, letters, summaries, check requests, labels, mailing envelopes, lists, and reports; responds to written correspondence.
- Responds to the community, outside agencies, and internal departments/divisions regarding City programs.
- Inputs data into databases and maintains record keeping and filing systems.
- Participates in the preparation and presentation of the mid-year, end of the year, and new year budgets; maintains, monitors, and inputs budget tracking and controls; forecasts budget expenditures and revenues; conducts internal auditing processes; compiles financial documents and performs budget transactions; performs analysis on various accounts as needed for auditing and other purposes.
- Performs research and analysis on administrative, fiscal, personnel, and operational problems or issues; prepares technical reports to interpret data, identify alternatives, and make and justify recommendations.
- Prepares purchase orders and purchase requisitions; processes invoices; confirms contract amendments.
- Observes and complies with City and mandated safety rules, regulations, and protocols.
- Performs other duties as assigned.

City Council Adoption Date _____

When assigned to Public Works:

- Monitors and oversees services provided by contractors; contacts contractors on issues related to service; analyzes contractor work for compliance; tracks service needs.
- Processes division payroll: inputs and monitors employee time, leaves, and timecard exceptions; creates timecard reports; submits reports and makes edits as necessary; complies with Finance and Human Resources requests for payroll related information.
- Participates in preparing funding requests for staffing, equipment, and vehicles; gathers data from field staff; tracks overtime and part-time staff work hours; processes assignment changes for part-time and full-time staff; tracks and compiles data from various projects.
- Monitors grant funding expenditures and revenues, purchases, and compliance.
- Participates in organizing and facilitating events; interfaces with the public and various City Departments to enforce, encourage, and advertise City programs; facilitates day to day operations of programs such as the Bulky Item Program with City staff.

When assigned to Housing:

- Participates in managing the CDBG Public Service Programs; receives program documents, reviews requests for reimbursement; communicates with program staff; monitors program implementation; provides technical support when necessary.
- Gathers and routes all necessary backup documentation required by legal counsel to develop professional service and general service agreements.
- Maintains a database of active properties to rehabilitate or purchase homes.
- Gathers and maintains contact lists for assistance to Housing Rehabilitation program participants.
- Participates in developing and editing cover sheets, routing slips, staff reports, and presentations necessary for City Council meetings.
- Assists with and participates in public/community outreach meetings.
- Participates in developing and researching opportunities to combat and prevent homelessness in the City.
- Participates in gathering and maintaining records for the CDBG Housing Rehabilitation projects.

When assigned to Police:

- Participates in the employee background screening process; schedules appointments with potential candidates for employment; conducts the initial in-take/background investigation interview; compiles and issues background application packets; reviews submitted documents and provides instructions on completion; collects, completes, and copies required documents; provides updates to supervisory personnel.
- Conducts background interviews by telephone or in person; documents information on questionnaires; responds to employment inquiries by telephone or questionnaire.
- Requests credit history reports and runs criminal history checks for candidates, student interns, and volunteers in the background process; maintains all background files; prepares the request for destruction of background records that qualify.
- Prepares all background employment correspondence, from provisional job offer of employment to the disqualification letter.
- Prepares sworn and non-sworn employee background investigation packet and submits for management approval.
- Notarizes background waivers for candidates, student interns, and police volunteers; notarizes medical consent waivers for parents with children participating in the police explorer program.
- Maintains and assigns employee performance evaluation records to supervisory personnel; creates an evaluation schedule for employees; assigns evaluations to supervisors; updates promotions and shift change records; prepares monthly reports of both upcoming and past due evaluations for review by supervisors.

- Participates in the scheduling of training courses for department personnel; maintains all training records; prepares P.O.S.T. reimbursement reconciliation reports; reconciles funds received; generates requests for transfer of funds when needed.
- Schedules department personnel for training; enters course details in database; generates memos with course details and distributes memos to employees, supervisors, and court liaison officer; creates packets and attaches all course related information.

QUALIFICATIONS

Knowledge of:

- General principles and practices of municipal government grants and budget preparation, monitoring, and administration.
- Research and reporting methods, techniques, and procedures.
- Basic budget principles for monitoring and tracking revenue and expenditures for assigned department.
- Principles and practices of contract monitoring for operational and fiscal purposes.
- City procurement principles and practices.
- Principles and practices of business correspondence and report writing.
- Research methods in assigned area.
- Principles and procedures of record keeping, document processing, and filing systems.
- Business administration practices.
- City-wide policies, processes, and procedures.
- Business arithmetic and basic statistical techniques.
- City and mandated safety rules, regulations, and protocols.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Prepare clear and concise correspondence and reports on a variety of financial, budgetary, and administrative issues.
- Calculate figures and perform standard mathematical functions.
- Understand, interpret, explain, and apply programs, regulations, procedures, and guidelines.
- Handle sensitive and confidential information.
- Prepare and process purchase orders, purchase requisitions, reimbursements, invoices, payroll, and related expenditures.
- Research, analyze, and evaluate programs, policies, and procedures.
- Assist in developing and administering a division budget.
- Interpret, apply, and explain applicable federal, state, and local laws, codes, regulations, policies, technical processes, and procedures.
- File and maintain automated and hardcopy records with accuracy.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner, organize own work, set priorities, and meet critical time deadlines.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.

- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

Equivalent to an associate degree from an accredited college with major coursework in public administration, business administration, or a related field.

Experience:

Three (3) years of para-professional experience relevant to assigned department such as finance, administration, contracts, police services, and related fields.

Licenses and Certifications:

When assigned to Police:

- Possession of, or ability to obtain, a State of California Notary Public Commission.
- Possession of, or ability to obtain, a P.O.S.T. Background Investigation Certificate.
- Possession of, or ability to obtain, a P.O.S.T. Training Management Certificate.
- Possession of, or ability to obtain, a Training Management System Application Certificate.
- Possession of, or ability to obtain, a C.L.E.T.S. Operator Certificate.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.



FEBRUARY 2020
FLSA: EXEMPT

ASSOCIATE CIVIL ENGINEER

DEFINITION

Under direction, performs a diverse range of professional engineering duties in support of an assigned program area which may include, but is not limited to, capital improvement projects, development services, and public works infrastructure; prepares and/or participates in the preparation and review of preliminary and final engineering plans, cost estimates, cost analysis studies, specifications, and schedules; performs complex engineering mathematical calculations including hydraulics, mechanical, and structural calculations; quality controls the engineering designs performed by consulting engineers for the City; performs plan checks of development plans and plans submitted by private developers; provides technical support to management in assigned engineering program area; acts as project manager for public works construction projects; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from assigned supervisory or management personnel. Exercises technical and functional direction over and provides training to lower-level staff.

CLASS CHARACTERISTICS

This is the fully qualified journey level classification and is responsible for independently providing professional support to the City's civil engineering programs. Positions at this level exercise judgment and initiative in their assigned tasks, receive only occasional instruction or assistance as new or unusual situations arise, and are fully aware of the operating procedures and policies of the work unit.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Performs responsible and demanding engineering and project management work in Public Works; performs a variety of administrative engineering functions.
- Prepares plans and specifications for the design, construction, and maintenance/operation of a variety of public works facilities and projects, including street, storm drain, storm water management, and traffic/transportation systems; ensures conformance to federal, state, and local legal requirements and professional engineering design practices.
- Prepares and/or participates in the preparation and review of preliminary and final engineering plans, cost estimates, cost analysis studies, specifications, and schedules for public works projects; plans include, but are not limited to, demolition, grading, street improvement, storm drains, traffic control, erosion control, and irrigation.
- Plans, coordinates, and supervises the environmental review, plan checking, and conditional approval of tentative maps, and related street improvement plans for various private development projects.
- Researches project design requirements and performs related calculations; prepares time and material cost estimates, especially as related to existing or anticipated project budgets; assists in the preparation of department annual budget estimates.

- Prepares and administers contracts for engineering services; determines scope of projects; prepares requests for proposals; conducts pre-bid and pre-construction conferences; provides input into the selection process; and directs the work of contracted service providers.
- Serves as project manager on assigned engineering and construction projects; analyzes and resolves design and engineering issues; settles disputes and issues with inspectors, engineers, and contractors; conducts negotiations for change orders; prepares contract modifications for change orders; coordinates relocation/adjustments of existing utilities for projects.
- Coordinates public works construction improvements with utility companies and other agencies including relocation, removal, and/or installation of utility improvements.
- Performs a variety of engineering calculations on assigned projects.
- Oversees inspections of civil infrastructure such as roads, water, sewer, and storm drains, subdivisions, and grading; may direct and coordinate the work of inspection personnel.
- Reviews subdivision and improvement plans, parcel maps, road and grading plans, and related maps and specifications for accuracy and conformance to established engineering practices and mandated regulations.
- Meets with contractors, engineers, developers, architects, a variety of outside agencies, and the general public in acquiring information and coordinating engineering matters; provides information regarding City capital project requirements.
- Provides information to the public and resolves questions and complaints regarding the interpretation and application of relevant codes, rules, and regulations relating to traffic and construction.
- Observes and complies with City and mandated safety rules, regulations, and protocols.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles and practices of civil engineering as applied to public works methods, materials, and techniques used in the construction of complex public works projects including water, storm water, street, and traffic systems design.
- Methods and techniques of conducting comprehensive inspections on infrastructure projects.
- Principles and practices of capital improvement program budgeting, cost estimation, funding, project management, and contract administration.
- Principles and practices of project management.
- Applicable federal, state, and local laws, regulatory codes, and procedures relevant to assigned area of responsibility.
- Principles and practices of environmental impact assessment and related regulatory processes for assigned projects.
- Contract management practices in a public agency setting.
- Practices of researching engineering and design issues, evaluating alternatives, making sound recommendations, and preparing and presenting effective staff reports.
- Principles of advanced mathematics and their application to engineering work.
- General principles of risk management related to engineering project design and construction.
- City and mandated safety rules, regulations, and protocols.
- Drafting and mapping principles and techniques.
- Recent and on-going developments, current literature, and sources of information related to the engineering, development, and construction fields.
- Record keeping principles and procedures.
- City and mandated safety rules, regulations, and protocols.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, regulatory, and legislative organizations.

- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Perform a variety of professional engineering duties in support of the City's capital improvement projects.
- Prepare complex engineering computations and check, design, and oversee the preparation of various engineering plans and reports.
- Utilize advanced engineering techniques to determine grade, drainage, and potential traffic requirements.
- Prepare accurate estimates of costs, schedules, personnel resources, and perform other similar activities related to project management.
- Perform project management responsibilities.
- Gather, analyze, and interpret a variety of complex technical data.
- Plan, coordinate, and supervise the environmental review, plan checking, and conditional approval of tentative maps, and related street improvement plans for various private development projects.
- Prepare specifications, reports, correspondence, plans, plats, petitions, diagrams, profiles and cross sections, and material and cost estimates, utility, and drainage improvements.
- Read and interpret maps, plans, sketches, schematics, diagrams, and blueprints.
- Serve as project manager on engineering and construction projects.
- Establish and maintain a variety of filing, record keeping, and tracking systems; make and keep accurate construction project files and logs, including funding sources and budgeting.
- Coordinate public works construction improvements with the utility companies and other agencies such as relocation, removal, or installation of utility improvements.
- Manage capital improvement projects from the planning through the construction phases including compliance with project specifications, quality, timeline, and budget.
- Oversee and coordinate the work of contracted service providers.
- Oversee and/or conduct comprehensive construction project inspections.
- Analyze, interpret, summarize, and present administrative and technical information and data in an effective manner.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Effectively represent the department and the City in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations and in meetings with individuals.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

Equivalent to a bachelor's degree from an accredited college or university with major coursework in civil engineering or related field.

Experience:

Three (3) years of increasingly responsible professional civil engineering program experience.

Licenses and Certifications:

- Possession of a valid Certificate of Registration as a Civil Engineer in the State of California.
- Possession of a valid California Driver's License to be maintained throughout employment.

PHYSICAL DEMANDS

When working within an office environment, must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone; ability to stand and walk between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information.

When working in the field environment, must possess mobility to work in changing site conditions; possess the strength, stamina, and mobility to perform light to medium physical work; to sit, stand, and walk on level, uneven, or slippery surfaces; to reach, twist, turn, kneel, and bend, to climb and descend ladders; and to operate a motor vehicle and visit various sites; vision to inspect site conditions and work in progress. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards, with exposure to hazardous materials in some site locations. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight of 40 pounds.

ENVIRONMENTAL CONDITIONS

Employees work primarily in an office environment with moderate noise levels and controlled temperature conditions, and periodically work in a field environment where they are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives and contractors in interpreting and enforcing departmental policies and procedures.



FEBRUARY 2020
FLSA: NON-EXEMPT

CUSTODY OFFICER

DEFINITION

Under general supervision, enforces and ensures the safety and well-being of detainees and arrestees until their release; processes the admission and release of persons in custody including preparing booking reports and release forms, fingerprinting, photographing and safeguarding property entrusted to their care; transports arrestees to outside facilities and/or hospitals; assists other police department personnel in a variety of duties; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from assigned supervisory or management personnel. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

This journey level classification is responsible for independently performing police custody duties in support of the Police Department custody facilities. Positions at this level exercise judgment and initiative in their assigned tasks, receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. This class is distinguished from the Jail Supervisor in that the latter is the full supervisory-level class in the series responsible for organizing, assigning, supervising, and reviewing the work of assigned staff involved in jail operations.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Receives, searches and processes prisoners; books, photographs, fingerprints, and houses inmates.
- Assumes responsibility for the welfare and safety of all detainees within the City jail facility; performs security, safety, and health checks of persons and facilities.
- Inventories, books, stores, and releases property to owners.
- Checks records for warrant, prior criminal history and confirmation of identity.
- Maintains logs and records related to inmates in custody and related jail activities.
- Issues food, supplies, provide showers, reading material and board games to inmates.
- Assigns inmates Personal Identification Numbers and assists with making phone calls using the jail phone system.
- Transports inmates from field locations to the city jail and from the jail to other detention facilities.
- Transports inmates to medical centers and supervises them while they obtain medical treatment.
- Reviews inmate release paperwork for thoroughness and accuracy; releases inmates and property.
- Establishes bail based on the bail schedule; relays bail information to public and bail bondsmen; accepts bail money, bail bonds and completes proper paperwork.
- Assists Officers in collecting evidence including witnessing blood draws, performing breath tests, taking photos, capturing video/audio, use of Gun Shot Residue (GSR) kits, collection of clothing/other items, etc.

- Maintains Department of Justice issued Portable Evidential Breath Testing (PEBT) equipment.
- Prevents and controls jail disturbances; documents incidents, or crimes, that occur in the jail by writing police reports; testifies in court when necessary.
- Prepares and serves food to inmates.
- Oversees maintenance and cleanliness of jail.
- Observes and complies with City and mandated safety rules, regulations and protocols.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles, practices, methods, and techniques of law enforcement agencies.
- Principles and practices of prisoner supervision and control. Security considerations and measures in a jail environment.
- Principles, practices, methods, and techniques of the City's prisoner custody program from booking to release.
- City geography, maps, streets, landmarks, and driving directions.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Principles and procedures of record keeping.
- Principles and practices of data collection and report preparation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Enforce laws, rules and regulations in the detainment of arrestees and inmates.
- Gain compliance from and restrain individuals consistent with departmental policies and procedures.
- Search arrestees held in custody to identify contraband and possible dangerous items.
- Assist officers in preparing prisoners for court appearances and transporting and releasing prisoners to the custody of the court.
- Understand and follow oral and written instructions.
- Read and interpret maps and other pertinent documentation.
- Interpret, apply and explain policies, procedures, regulations, ordinances, codes, and regulations.
- Assess situations while remaining calm and using sound, independent judgment.
- Maintain accurate logs, records, and written records of work performed.
- Compile and summarize information and data to prepare accurate, clear, and concise reports.
- Organize own work, set priorities, and meet critical deadlines.
- Safely and effectively use and operate specialized equipment required for the work.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

Equivalent to completion of the twelfth (12th) grade.

Experience:

One (1) year of experience providing support to a public safety program; program areas may include, but are not limited to, administration, traffic enforcement, security or a related field.

Licenses and Certifications:

- Possession of a valid California Driver's License to be maintained throughout employment.
- Completion of PC 832 Certification or Standards and Training for Corrections (STC) Jailer Certification preferred.
- Successful completion the State of California Correction Officer Core course.

PHYSICAL DEMANDS

Must maintain physical standards, including mobility, as determined by the City; strength, stamina, and mobility to perform light to heavy physical work within a jail environment and standard office setting, and to operate a motor vehicle to transport prisoners; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. The job involves frequent walking through the jail facility. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate tools and equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work within the jail facility. Employees must possess the ability to lift, carry, push, and pull materials and objects with weight limits as determined by the City.

ENVIRONMENTAL CONDITIONS

Employees work in an indoor jail facility; when assigned to tasks outside the facility, employees are exposed to loud noise levels, cold and hot temperatures, an inclement weather conditions, Employees frequently act with prisoners in confined locations, and often in a hostile environment. Employees may interact with upset staff and/or public and private representatives, and contractors in interpreting and enforcing departmental policies and procedures.

The principal duties of this class are performed in a police station environment with exposure to criminal offenders, mentally ill individuals, and persons potentially infected with communicable diseases.



FEBRUARY 2020
FLSA: NON-EXEMPT

CUSTODY SUPERVISOR

DEFINITION

Under general direction, plans, schedules, assigns, reviews and supervises the work of non-sworn staff performing prisoner custody duties within the Police Department Jail; plans and coordinates a comprehensive city jail including maintaining prisoner custody facilities; processes and supervises the health, safety and welfare, and transport of persons in custody; provides complex staff assistance to management staff in areas of expertise; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the assigned supervisory or management personnel. Exercises direct supervision over jail staff.

CLASS CHARACTERISTICS

This is the full supervisory-level class in the custody officer series that exercises independent judgment on diverse and specialized jail activities with accountability and ongoing decision-making responsibilities associated with the work. Incumbents are responsible for planning, organizing, supervising, reviewing, and evaluating the work of staff and for providing technical support to management in a variety of areas. Performance of the work requires the use of independence, initiative, and discretion within established guidelines.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Plans, organizes, assigns, supervises, and reviews the work of jail staff in the police department; trains staff in work procedures; evaluates employee performance, counsels employees, and effectively recommends initial disciplinary action; assists in selection and promotion.
- Participates in the development of goals, objectives, policies and procedures for assigned services and programs; recommends and implements policies and procedures including standard operating procedures for assigned operations.
- Monitors activities of the jail work unit; identifies opportunities for improving service delivery and procedures; provides recommendations concerning process changes; reviews with appropriate management staff; implements improvements.
- Coordinates assigned services and operations with those of other divisions and outside agencies.
- Answers questions and provides information to the public; investigates and responds to complaints and inquiries from citizens, other departments, and agencies; recommends corrective actions to resolve issues.
- Coordinates annual fire, county, and state inspections.
- Coordinates the day-to-day operations of the jail's Pay-to-Stay inmate population, including ensuring meals are prepared and provided, dispensing medication, conducting safety and security checks on inmates, overseeing cleaning details within the jail facility, documenting daily operations in facility logbook, and conducting visual strip searches of incoming inmates.

- Maintains files, databases, and records related to inmate bookings; prepares a variety of written reports, memoranda, and correspondence.
- Ensures staff compliance with all City and mandated safety rules, regulations, and protocols.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, discipline, and the training of staff in work procedures.
- Principles and practices of leadership.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Principles, practices, methods, and techniques of law enforcement agencies.
- Security considerations and measures in a jail environment.
- Principles and practices of prisoner supervision and control.
- Principles, practices, methods, and techniques of the City's prisoner custody program from booking to release. City and County geography, maps, streets, and landmarks.
- Applicable federal, state, and local laws, rules, regulations, and procedures relevant to assigned areas of responsibility.
- Principles and procedures of record keeping.
- City and mandated safety rules, regulations, and protocols.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.

Ability to:

- Assist in developing and implementing goals, objectives, practices, policies, procedures, and work standards.
- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Identify problems, research and analyze relevant information, and develop and present recommendations and justification for solutions.
- Perform the most complex police custody and jail duties.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Enforce laws, rules and regulations in the detainment of arrestees and inmates.
- Gain compliance from and restrain individuals consistent with departmental policies and procedures.
- Search arrestees held in custody to identify contraband and possible dangerous items.
- Assist officers in preparing prisoners for court appearances and transporting and releasing prisoners to the custody of the court.
- Respond to complaints or inquiries from citizens, staff, and outside organizations.
- Prepare clear, effective, and accurate reports, correspondence, and other written materials.
- Maintain accurate logs, records, and written records of work performed.

- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Use tact, initiative, prudence, and independent judgment within general policy and procedural guidelines.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

Equivalent to completion of the twelfth (12th) grade.

Experience:

Four (4) years of increasingly responsible police jailer experience. One (1) year of experience in a lead capacity is preferred.

Licenses and Certifications:

- Possession of a valid California Driver's License to be maintained throughout employment.
- Completion of PC 832 Certification or Standards and Training for Corrections (STC) Jailer Certification desired.
- Successful completion the State of California Correction Officer Core course.

PHYSICAL DEMANDS

Must maintain physical standards, including mobility, as determined by the City; strength, stamina, and mobility to perform light to heavy physical work within a jail environment and standard office setting, and to operate a motor vehicle to transport prisoners; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. The job involves frequent walking through the jail facility. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate tools and equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work within the jail facility. Employees must possess the ability to lift, carry, push, and pull materials and objects with weight limits as determined by the City.

ENVIRONMENTAL CONDITIONS

Employees work in an indoor jail facility; when assigned to tasks outside the facility, employees are exposed to loud noise levels, cold and hot temperatures, and inclement weather conditions. Employees frequently interact with prisoners in confined locations, and often in a hostile environment. Employees may interact with upset staff and/or public and private representatives, and contractors in interpreting and enforcing departmental policies and procedures.

The principal duties of this class are performed in a police station environment with exposure to criminal offenders, mentally ill individuals, and persons potentially infected with communicable diseases.



FEBRUARY 2020
FLSA: EXEMPT

DEPUTY DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT

DEFINITION

Under administrative direction, assists the Director of Community and Economic Development with planning, organizing, and managing the activities of the Community and Economic Development Department including planning, economic development, housing, code enforcement, animal control, and building and safety functions; provides high-level administrative and operational oversight of day-to-day activities including the implementation and administration of departmental policies, goals, and directives; coordinates assigned activities with other City departments, officials, outside agencies, and the public; fosters cooperative working relationships among City departments and with intergovernmental, regulatory agencies, and various public and private groups; provides highly responsible and complex professional assistance to the Director of Community and Economic Development in areas of expertise; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the Director of Community and Economic Development. Exercises direct supervision over management, supervisory, professional, technical, and administrative support staff through subordinate levels of supervision.

CLASS CHARACTERISTICS

This is a deputy department director classification that oversees, directs, and participates in all activities of the Community and Economic Development Department, including short- and long-term planning as well as development and administration of departmental policies, procedures, and services. This class provides assistance to the Director of Community and Economic Development in a variety of administrative, coordinative, analytical, and liaison capacities. Successful performance of the work requires knowledge of public policy, City functions, and activities, including the role of the City Council, and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the department with those of other departments and outside agencies, and managing and overseeing the complex and varied functions of the department. The incumbent is accountable for accomplishing departmental planning and operational goals and objectives, and for furthering City goals and objectives within general policy guidelines. This class is distinguished from the Director of Community and Economic Development in that the latter has overall management responsibility for all community and economic development programs, functions, and activities, and for developing, implementing, and interpreting public policy.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Assumes management responsibility for all Community and Economic Development Department programs, services, and activities including the planning, economic development, housing, code enforcement, animal control, and building and safety functions.

- Manages and participates in the implementation of goals, objectives, policies, procedures, and work standards for the department; establishes, within City policy, appropriate budget, service, and staffing levels.
- Manages and participates in the development and administration of the department's budget; directs the forecast of additional funds needed for staffing, equipment, and supplies; directs the monitoring of and approves expenditures; directs and implements budgetary adjustments as necessary.
- Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees on performance issues; responds to staff questions and concerns; makes discipline recommendations to the Director of Community and Economic Development.
- Develops and standardizes procedures and methods to improve and continuously monitor the efficiency and effectiveness of assigned programs, service delivery methods, and procedures; assesses and monitors workload, administrative, and support systems, and internal reporting relationships; identifies opportunities and makes recommendations for improvement.
- Contributes to the overall quality of the department's service by developing, reviewing, and implementing policies and procedures to meet legal requirements and City needs; continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors the distribution of work, support systems and internal reporting relationships; identifies opportunities for improvement; directs the implementation of change.
- Monitors legal, regulatory, technology, and societal changes and court decisions that may affect the work of the department; determines equipment acquisition, training programs, and procedural changes to ensure retention of qualified staff and the provision of services to the community in an effective, efficient, and economical manner.
- Creates and updates long-range planning documents such as the City's General Plan and other assigned plans; prepares modifications to General Plan Elements, the Zoning Code, and other applicable ordinances and policies.
- Oversees the development of consultant requests for proposals for professional services and the advertising and bid processes; evaluates proposals and recommends project award; coordinates with legal counsel to determine City needs and requirements for contractual services; negotiates contracts and agreements and administers same after award.
- Recruits and provides services to businesses and those who wish to develop in the City with relocation.
- Serves as a technical advisor to the Planning Commission, City Council, and City staff; prepares and coordinates reports and presentations; ensures timely action on City Council and Planning Commission matters; makes recommendations to the City Council and Planning Commission on planning issues.
- Oversees the Planning Commission and functions as the liaison with the City Manager's Office concerning development issues.
- Plans, directs, and coordinates the activities of the City's Planning Commission; coordinates with other City departments; maintains significant contact with developers and assures development projects benefit the City.
- Assists the Director of Community and Economic Development with the research, planning, and implementation efforts designed to achieve economic development objectives as set forth by the City Council and City Manager.
- Assists the Director of Community and Economic Development with the formulation of economic development policies and their implementation.
- Meets with internal staff and others including, but not limited to, developers, architects, realtors/brokers, business owners, and landlords to develop new programs or change existing policies to attract and retain new and expanding business.
- Serves as arbitrator/mediator between staff and private sector interests such as developers to ensure equity and avoid costly delays.

- Makes presentations to businesses seeking to relocate or expand in the city.
- Participates in and oversees staff responsible for preparation of grant applications and comprehensive technical, feasibility, and administrative reports and studies.
- Formulates agendas and provides staff support to City Council and commissions; provides policy interpretations and staff support to the board agencies as required.
- Represents the department to other City departments, elected officials, and outside agencies; explains and interprets departmental programs, policies, and activities; negotiates and resolves significant and controversial issues.
- Conducts a variety of departmental organizational and operational studies and investigations; recommends modifications to programs, policies, and procedures as appropriate.
- Participates in and makes presentations to the City Council and a wide variety of committees, boards, and commissions.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the fields of planning, economic development, housing, code enforcement, animal control, and building and safety.
- Directs the maintenance of working and official departmental files.
- Prepares, reviews, and presents staff reports, various management and information updates, and reports on special projects as assigned by the Director of Community and Economic Development.
- Responds to complex and sensitive public inquiries and complaints and assists with resolutions and alternative recommendations.
- Serves as a spokesperson for the Department at a variety of community events, meetings, and other public relations activities.
- Ensures staff observes and complies with all City and mandated safety rules, regulations, and protocols.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and supervision of staff, either directly or through subordinate levels of supervision.
- Principles and practices of leadership.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Principles and practices of strategic plan development.
- Principles and practices of budget administration.
- Principles and practices of contract management.
- General principles of risk management related to the functions of the assigned area.
- Principles, practices, and procedures of public administration in a municipal setting.
- Functions, authority, and responsibilities of an elected City Council.
- City codes, ordinances, standard operating manuals, personnel policies and procedures, and applicable memoranda of understanding.
- Practices, principles, procedures, regulations, and techniques of City planning, zoning, and land use.
- Principles and practices of organization, administration, and personnel management.
- Community involvement methods and practices.
- Methods and techniques of developing technical and administrative reports, and business correspondence.
- Methods and techniques for the development of presentations, contract negotiations, and information distribution; research and reporting methods, techniques, and procedures.

- Applicable Federal, State and local laws, regulatory codes, ordinances and procedures relevant to assigned areas of responsibility.
- Theories, principles, and contents of General Plan, land use, zoning, subdivision, and urban planning regulations, natural resource protection, and environmental laws.
- Principles and techniques of conducting site planning, architectural review, subdivision design, land use, and other analytical studies, evaluating alternatives, and making sound recommendations.
- Technical, legal, financial, and public relations challenges associated with the management of community and economic development programs.
- City and mandated safety rules, regulations, and protocols.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Work with the Director of Community and Economic Development to develop and implement goals, objectives, practices, policies, procedures, and work standards.
- Provide administrative and professional leadership for the department.
- Prepare and administer large and complex budgets; allocate limited resources in a cost-effective manner.
- Interpret, apply, explain, and ensure compliance with federal, state, and local policies, procedures, laws, and regulations.
- Plan, organize, direct, and coordinate the work of management, supervisory, professional, and technical personnel; delegate authority and responsibility.
- Select and supervise staff; provide training and development opportunities; ensure work is performed effectively; and evaluate performance in an objective and positive manner.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Effectively administer special projects with contractual agreements and ensure compliance with contractual obligations.
- Conduct effective negotiations and effectively represent the City and the department in meetings with governmental agencies, contractors, vendors, and various businesses, professional, regulatory, and legislative organizations.
- Effectively administer a variety of community development programs and administrative activities.
- Arbitrate/mediate between staff and private sector interests to ensure equity and avoid costly delays.
- Perform and negotiate cost/benefit analyses.
- Plan, analyze, and evaluate programs and services, operational needs, and fiscal constraints.
- Make effective public presentations to elected bodies, business groups, the general public, and City staff.
- Effectively represent the City and the department in meetings with governmental agencies, contractors, vendors, and various businesses, professional, regulatory, and legislative organizations.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Direct the establishment of filing, record-keeping, and tracking systems.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.

- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

Equivalent to a bachelor's degree from an accredited college or university with major coursework in economics, planning, public administration, or a related field.

Experience:

Six (6) years of increasingly responsible managerial or administrative government experience in economic development, planning, building, housing, code enforcement, or a related field, including three (3) years of management experience.

Licenses and Certifications:

- Possession of a valid California Driver's License to be maintained throughout employment.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and visit various City sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.



FEBRUARY 2020
FLSA: EXEMPT

DEPUTY DIRECTOR OF PARKS, RECREATION, AND COMMUNITY SERVICES

DEFINITION

Under general direction, plans, organizes, oversees, coordinates, and manages the staff and operations of all divisions within the Parks, Recreation, and Community Services Department, including high-level administrative and operational oversight of day-to-day activities within the Department; manages the effective use of resources to improve organizational productivity and customer service; provides complex and responsible support to the Parks, Recreation, and Community Services Director in areas of expertise; serves as Acting Director in the Director's absence; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Parks, Recreation, and Community Services Director. Exercises direct supervision over supervisory, professional, technical, and administrative support staff through subordinate levels of supervision.

CLASS CHARACTERISTICS

This is a management classification responsible for planning, organizing, and managing the staff, operations and activities of all divisions within the Parks, Recreation, and Community Services Department. Incumbents are responsible for performing diverse, specialized, and complex work involving significant accountability and decision-making responsibilities, which include department budget administration, program evaluation, and recommendation and implementation of policies, procedures, goals, objectives, priorities, and standards related to parks, recreation, and community services programs and functions. Incumbents serve as a professional-level resource for organizational, managerial, and operational analyses and studies. Performance of the work requires the use of considerable independence, initiative, and discretion within broad guidelines.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Plans, manages, and oversees the daily functions, operations, and activities of all divisions within the Parks, Recreation, and Community Services Department, including maintenance, recreation, and community services functions.
- Participates in the development and implementation of goals, objectives, policies, and priorities for the department; recommends within department policy, appropriate service and staffing levels; recommends and administers policies and procedures.
- Participates in the development, administration, and oversight of department budget; determines funding needed for staffing, equipment, materials, and supplies; ensures compliance with budgeted funding.
- Develops and standardizes procedures and methods to improve and continuously monitor the efficiency and effectiveness of assigned programs, service delivery methods, and procedures;

- assesses and monitors workload, administrative, and support systems, and internal reporting relationships; identifies opportunities and makes recommendations for improvement.
- Participates in the selection of, trains, motivates, and evaluates assigned personnel; works with employees to correct deficiencies; recommends and implements discipline and termination procedures.
 - Develops and manages requests for proposals for professional and/or contracted services; prepares scope of work and any technical specifications; evaluates proposals and recommends award; negotiates contracts; administers contracts to ensure compliance with City specifications and service quality.
 - Manages work related to developing, monitoring, and coordinating the maintenance, repair, and development of City parks, and related buildings and facilities including the Aquatics Division; oversees the City's parks.
 - Assists in the managing of a variety of contracts including landscape, custodial, electrical, mechanical, and plumbing; ensures work complies with specifications.
 - Coordinates, reviews, and participates in a variety of project activities; researches, compiles, reviews, and analyzes data for special projects, as well as ensures projects progress on schedule and within prescribed budget and required City guidelines.
 - Conducts or oversees research and preparation of schedules and projections for future landscape, parks, and facility needs.
 - Recommends modifications to financial programs, policies, and procedures as appropriate.
 - Serves as the Acting Director in the Director's absence; makes decisions and provides information as necessary in the Director's absence.
 - Prepares and presents staff and agenda reports and other necessary correspondence related to assigned activities and services; presents reports to various commissions, committees, and boards.
 - Conducts a variety of organizational and operational studies and investigations; recommends modifications to assigned programs, policies, and procedures, as appropriate.
 - Serves as a liaison for assigned functions with other City departments, divisions and outside agencies; provides staff support to commissions, committees and task forces as necessary.
 - Monitors changes in regulations and technology that may affect operations; implements policy and procedural changes after approval.
 - Receives, investigates, and responds to difficult and sensitive problems and complaints in a professional manner; identifies and reports findings and takes necessary corrective action.
 - Directs the establishment and maintenance of working and official department files.
 - Ensures staff compliance with City and mandated safety rules, regulations, and protocols.
 - Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation and evaluation, and project management.
- Principles and practices of budget development and administration.
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
- Principles and practices of leadership.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned areas of responsibility.

- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned area of responsibility.
- Principles and practices of contract administration and management.
- Operational characteristics, services, and activities of a comprehensive municipal parks, recreation, and community services program, including aquatics facilities and programs.
- Grant administration and implementation.
- Modern and complex principles, practices and techniques of, parks, and arts, recreation, and leisure services activity administration organization and operation.
- Principles and practices of parks, and facilities operations and maintenance.
- City personnel policies and practices.
- Safety practices and procedures for park programs and operations, including occupational hazards and standard safety procedures; general principles of risk management related to the functions of the assigned area.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Recent and on-going developments, current literature, and sources of information related to the operations of the assigned department.
- Methods and techniques of preparing technical and administrative reports, and general business correspondence.
- City and mandated safety rules, regulations, and protocols.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

Ability to:

- Plan, organize, oversee, and manage the staff and operations of all divisions within the Parks, Recreation, and Community Services Department.
- Develop and implement goals, objectives, practices, policies, procedures, and work standards.
- Prepare and administer large and complex budgets; allocate limited resources in a cost-effective manner.
- Provide administrative, management, and professional leadership for the department.
- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Evaluate and develop improvements in operations, procedures, policies, or methods.
- Analyze, develop, and set rates for a variety of fee schedules.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Oversee and participate in the management of comprehensive parks, recreation, and community services administration.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Analyze, interpret, summarize, and present technical information and data in an effective manner.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.

- Effectively represent all divisions within the Department and the City in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations, and in meetings with individuals.
- Direct the establishment and maintenance of a variety of filing, record-keeping, and tracking systems.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use fact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

Equivalent to a bachelor's degree from an accredited college or university with major coursework in public administration, business administration, parks and recreation administration, or a related field.

Experience:

Six (6) years of increasingly responsible parks, recreation, and community services administrative and/or operational experience, including three (3) years of management responsibility.

Licenses and Certifications:

- Possession of a valid California Driver's License to be maintained throughout employment.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and visit various City sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.



FEBRUARY 2020
FLSA: NON-EXEMPT

EQUIPMENT MAINTENANCE TECHNICIAN

DEFINITION

Under general supervision, performs a variety of semi-skilled mechanical maintenance and repair work related to City police vehicles and equipment; maintains a variety of records involved in fleet operations, including inventories and the procurement and distribution of parts and supplies; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from assigned management and supervisory staff. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

This journey level classification is responsible for performing preventive maintenance, troubleshooting, service, and repair activities on a wide range of police vehicles and equipment to ensure that all vehicles and equipment are maintained in a safe and effective working condition and provide the highest level of safety for City use. Positions at this level exercise judgment and initiative in their assigned tasks, receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Keeps equipment available for use by inspecting and testing vehicles; completing preventive maintenance such as, engine tune-ups, oil changes, tire rotation and changes, wheel balancing, replacing filters.
- Maintains vehicle functional condition by listening to operator complaints; conducting inspections; repairing engine failures; repairing mechanical and electrical systems malfunctions; replacing parts and components; repairing body damage.
- Inspects, diagnoses, and locates mechanical difficulties on a diverse range of police vehicles and equipment.
- Tests and repairs starters, alternators, and generators; recharges or replaces batteries; diagnoses and makes minor repairs on air conditioning systems and equipment.
- Performs preventative maintenance such as oil changes, tune-ups, lubes, tire rotations, engine and radiator flushes, and filter replacements on City vehicles and equipment.
- Performs minor services and repairs on vehicles and equipment as assigned; maintains records of all work performed.
- Performs minor replacement of parts such as light bulbs, fuses, lenses, and wiper blades.
- Performs safety and preventive maintenance tasks on vehicles, equipment, and machinery.
- Reads and interprets technical manuals and blueprints to facilitate installation, servicing, repair, and replacement services and activities.
- Inspects faulty parts returned by mechanics against part warranty limits; prepares warranty claims.

- Receives, reviews, and processes various reports and records, including preventive maintenance list, fuel monitor printout, billing invoices, vehicle lists, fuel logs, purchase orders, warehouse requisitions, and annual inventory variance report.
- Orders parts, materials, and supplies used in the repair of motor vehicles and equipment.
- Conducts physical inventories on parts, materials, and supplies and maintains and tracks inventory records on a computer database.
- Maintains parts inventory levels, including purchase of special-order supplies.
- Verifies vehicle serviceability by conducting test drives and repairing concerns as needed.
- Complies with requirements by testing engine, safety, and smog control standards.
- Maintains vehicle appearance by cleaning, washing, and painting.
- Maintains vehicle records by recording service and repairs.
- Keeps shop equipment operating by following operating instructions; troubleshooting breakdowns; maintaining supplies; performing preventive maintenance; calling for repairs.
- Maintain costs by using warranty; evaluating service and parts options.
- Observes safe work methods and makes appropriate use of related safety equipment as required.
- Maintains public facilities, shop and garage areas, storage sites, and other work areas in a clean and orderly condition, including securing equipment and tools at the close of the workday.
- Maintains accurate manual and computerized logs and records of work performed and materials and equipment used; prepares reports as required.
- Observes and complies with City and mandated safety rules, regulations and protocols.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles, practices, equipment, materials, and tools used in maintenance and repair of automobiles and vehicles.
- Operating principles of gasoline, diesel and natural gas engines.
- Operational characteristics of electrical and electronic equipment used in modern vehicles and equipment.
- Methods and techniques of using diagnostic equipment to evaluate maintenance needs in a diverse range of police vehicles and equipment.
- Methods, materials, equipment and tools used in routine welding and fabrication work.
- Occupational hazards and safety equipment and practices related to the work.
- City and mandated safety rules, regulations and protocols.
- Basic principles and procedures of record-keeping and reporting.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Troubleshoot and determine appropriate action in the maintenance and repair of police vehicles and equipment.
- Inspect, locate, correct and/or adjust malfunctions or defects in complex repairs needed for vehicle systems.
- Use a diverse range of diagnostic tools to identify maintenance needs.
- Perform servicing and maintenance on police vehicles and equipment.

- Maintain accurate logs, records, and basic written records of work performed.
- Understand and follow oral and written instructions.
- Follow department policies and procedures related to assigned duties.
- Read, interpret and apply a wide variety of technical information from manuals, drawings, specifications, layouts, blueprints and schematics.
- Operate a variety of police vehicles and equipment in a safe and effective manner.
- Safely and effectively use and operate hand tools, mechanical equipment, power tools and lighting.
- Maintain tools and equipment in a clean working condition providing for proper security.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

Equivalent to completion of the twelfth (12th) grade.

Experience:

Three (3) years of experience in the maintenance and repair of a diverse range of police vehicles and equipment.

Licenses and Certifications:

- Possession of a valid California Driver's License to be maintained throughout employment.

PHYSICAL DEMANDS

Must possess mobility to work in and around a standard vehicle repair shop setting; strength, stamina, and mobility to perform light to medium physical work; to sit, stand, and walk on level, uneven, or slippery surfaces; frequently reach, twist, turn, kneel, bend, stoop, squat, crouch, grasp and make repetitive hand movement in the performance of daily duties; to climb and descend ladders, to operate varied hand and power tools and equipment, and to operate a motor vehicle and visit various City sites; and vision to inspect and operate equipment. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards. Finger dexterity is needed to operate and repair tools and equipment. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight of 50 pounds or heavier weights of up to 100 on a frequent/occasional basis, in all cases with the use of proper equipment and/or assistance from other staff.

City to confirm - Employees must wear and use the proper Personal Protective Equipment (PPE).

ENVIRONMENTAL CONDITIONS

Employees primarily work in a centralized maintenance shop and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, hazardous physical substances and fumes, dust and air contaminants. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

City Council Adoption Date _____



FEBRUARY 2020
FLSA: EXEMPT

HOUSING MANAGER

DEFINITION

Under general direction, plans, organizes, oversees, coordinates, and manages the staff and operations of the City's Housing Division; provides housing services and assistance to the community; ensures compliance with federal and state housing regulations; directs the implementation and administration of City-wide policies and programs related to affordable housing development, homelessness, rehabilitation, and rent stabilization; develops and manages complex federal, state, and local funded housing related programs and activities within the City; prepares monthly and annual financial reports and schedules; manages the effective use of division resources to improve organizational productivity and customer service; provides complex and responsible support to the Community and Economic Development Director in areas of expertise; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Community and Economic Development Director. Exercises direct supervision over professional, technical, and administrative support staff.

CLASS CHARACTERISTICS

This is a management classification responsible for planning, organizing, and managing the staff, operations, and activities of the Housing Division. Incumbents are responsible for performing diverse, specialized, and complex work involving significant accountability and decision-making responsibilities, which include division budget administration, program evaluation, and recommendation and implementation of policies, procedures, goals, objectives, priorities, and standards related to housing activities. Incumbents serve as a professional-level resource for organizational, managerial, and operational analyses and studies. Performance of the work requires the use of considerable independence, initiative, and discretion within broad guidelines.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Plans, manages, and oversees the daily functions, operations, and activities of the Housing Division including providing housing services and assistance to the community; complying with federal and state housing regulations; and directing the implementation and administration of City-wide policies and programs including, but not limited to, affordable housing development, rehabilitation, and rent stabilization.
- Participates in the development and implementation of goals, objectives, policies, and priorities for the division; recommends within division policy, appropriate service and staffing levels; recommends and administers policies and procedures.
- Participates in the development, administration, and oversight of division budget; determines funding needed for staffing, equipment, materials, and supplies; ensures compliance with budgeted funding.
- Develops and standardizes procedures and methods to improve and continuously monitor the efficiency and effectiveness of assigned programs, service delivery methods, and procedures;

City Council Adoption Date _____

- assesses and monitors workload, administrative, and support systems, and internal reporting relationships; identifies opportunities and makes recommendations for improvement.
- Participates in the selection of, trains, motivates, and evaluates assigned personnel; works with employees to correct deficiencies; recommends and implements discipline and termination procedures.
 - Develops and manages requests for proposals for professional and/or contracted services; prepares scope of work and any technical specifications; evaluates proposals and recommends award; negotiates contracts; administers contracts to ensure compliance with City specifications and service quality.
 - Serves as the City's spokesperson on local housing issues and works with the local HUD Office to administer federally supported housing programs.
 - Reviews, coordinates, and complies with monitoring reports for all funding sources from federal, state, and local agencies; coordinates and complies with annual audits from federal, state, and local agencies.
 - Develops long-range strategic plans for all housing developments and monitors implementation for affordable housing; develops and/or reviews the 5-year Affordable Housing Plan/Consolidated Plan, General Plan Housing Element and implements goals and other planning documents.
 - Develop strategic plans to combat and prevent homelessness in the City.
 - Prepares policy guidelines for Housing Authority and City Council approval; formulates guidelines for preparation of plans, reports, and procedures to be implemented by staff.
 - Prepares and conducts public/community outreach meetings.
 - Analyzes regulations and makes recommendations to management. Negotiates and prepares agreements for housing projects; monitors implementation.
 - Prepares and presents staff and agenda reports and other necessary correspondence related to assigned activities and services; presents reports to various commissions, committees, and boards.
 - Conducts a variety of organizational and operational studies and investigations; recommends modifications to assigned programs, policies, and procedures, as appropriate.
 - Serves as a liaison for assigned functions with other City departments, divisions, and outside agencies; provides staff support to commissions, committees, and task forces as necessary.
 - Attends and participates in professional group meetings; stays abreast of new trends and innovations in housing and community development; researches emerging products and enhancements and their applicability to City needs.
 - Monitors changes in regulations and technology that may affect operations; implements policy and procedural changes after approval.
 - Receives, investigates, and responds to difficult and sensitive problems and complaints in a professional manner; identifies and reports findings and takes necessary corrective action.
 - Directs the establishment and maintenance of working and official division files.
 - Ensures staff compliance with City and mandated safety rules, regulations, and protocols.
 - Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation, evaluation, and project management.
- Principles and practices of budget development and administration.
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
- Principles and practices of leadership.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.

- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned areas of responsibility.
- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned area of responsibility.
- Community social and economic demographics.
- Principles and practices of contract administration and management.
- Underwriting and subsidy layering for affordable housing and homebuyer programs.
- General construction for housing rehabilitation programs.
- Property management and monitoring practices.
- Principles, and practices of governmental local land use entitlement process related to housing development.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Recent and on-going developments, current literature, and sources of information related to the operations of the Housing Division.
- Methods and techniques of preparing technical and administrative reports, and general business correspondence.
- City and mandated safety rules, regulations, and protocols.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

Ability to:

- Plan, organize, oversee, and manage the staff and operations of the Housing Division.
- Develop and implement goals, objectives, practices, policies, procedures, and work standards.
- Prepare and administer large and complex budgets; allocate limited resources in a cost-effective manner.
- Provide administrative, management, and professional leadership for the division.
- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Evaluate and develop improvements in operations, procedures, policies, or methods.
- Analyze and evaluate real estate financial feasibility studies, proformas, and deal structures.
- Prepare and make presentations to management, City Council and community groups; present ideas and concepts effectively and persuasively in speaking before groups.
- Prepare for and respond to housing audits.
- Plan, develop, manage, and promote complex housing and neighborhood revitalization programs and projects of the highest quality.
- Work with business professionals in the private sector, including but not limited to real estate brokers, developers, and lenders, to achieve housing goals and objectives.
- Supervise real estate transactions including, but not limited to, property evaluation and due-diligence, contracts and agreements, coordination with title, escrow, loan structuring, leasing, and property management.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Analyze, interpret, summarize, and present technical information and data in an effective manner.

- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Effectively represent the division and the City in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations, and in meetings with individuals.
- Direct the establishment and maintenance of a variety of filing, record-keeping, and tracking systems.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

Equivalent to a bachelor's degree from an accredited college or university with major coursework in public or business administration, finance, economics, or a related field.

Experience:

Six (6) years of increasingly responsible experience in housing, urban planning, real estate sales, real estate lending, real estate development, or related fields, including three (3) years of supervisory experience.

Licenses and Certifications:

- Possession of a valid California Driver's License to be maintained throughout employment.
- Possession of, or ability to obtain, a HOME Investment Partnerships Program Certificate.

PHYSICAL DEMANDS

When assigned to an office environment, must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone; ability to stand and walk between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.



FEBRUARY 2020
FLSA: NON-EXEMPT

LIFEGUARD

DEFINITION

Under general supervision, provides aquatic safety and supervision for patrons; monitors activities in the pool and City aquatic facilities in order to ensure the safety and well-being of patrons; explains and enforces swimming programs and pool policies, regulations, and rules; performs rescues and administers first aid as necessary; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from assigned supervisory or management personnel. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

This classification is responsible for attentively observing swimmers and soliciting the general public's compliance with pool policies and safety guidelines. Incumbents perform the full range of duties as assigned, working independently, and exercising judgment and initiative. Positions receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Provides aquatic safety and supervision for patrons; monitors activities in the pool and facilities to avoid and prevent accidents, and to ensure the safety and well-being of patrons; promotes public safety at all times.
- Acts as lifeguard during pool hours and at all events held at the pool.
- Implements and enforces City policies, rules, and procedures.
- Administers basic first aid and adult and/or child cardiopulmonary resuscitation (CPR) as necessary.
- Assists and aids in swim lesson programs.
- Listens and responds to patrons' needs for assistance or information and provides the public with general information.
- Supervises and cleans restrooms and locker rooms.
- Inspects and maintains swimming and pool equipment for functionality; recommends maintenance and repair as needed.
- Maintains logs and records of activities.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Swimming pool and guest safety and emergency procedures.
- Life-guarding skills and methods.
- Emergency care and assessment; CPR, AED, and first aid practices.
- City rules and regulations with respect to pool and patron safety methods.
- Operational characteristics of water rescue safety equipment and devices.
- Basic maintenance and cleaning practices.
- Occupational hazards and standard safety practices.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

Ability to:

- Attentively observe and monitor the safety of swimmers and other guests using aquatic center facilities.
- Exercise professional judgment to act effectively in emergency situations.
- Interpret and implement aquatic center policies and practices.
- Work with children and adults in a recreational setting.
- Assist with swim meets and pool rentals.
- Provide courteous assistance to facility patrons.
- Maintain discipline, order, and safety in a crowded and noisy environment.
- Maintain facilities and equipment in a clean, safe, and secure manner.
- Perform work in an efficient, effective, safe, and timely manner.
- Understand and carry out oral instructions.
- Provide courteous assistance to facility patrons.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Experience:

Equivalent to the completion of the tenth (10th) grade; (1) year of lifeguard experience in a swimming pool or aquatics facility is preferred.

The minimum age for positions in this classification is sixteen (16) years.

Licenses and Certifications:

- Possession of a valid American Red Cross/Lifeguard Training certificate, or equivalent.
- Must be certified in First Aid for Public Safety Personnel (Title 22) within one (1) year of employment.
- Possession of American Red Cross Cardiopulmonary Resuscitation (CPR) for the Professional Rescuer certificate.

City Council Adoption Date _____

PHYSICAL DEMANDS

Work is primarily performed within a public swimming pool environment where stamina is needed to perform moderate to heavy lifting of pool equipment and furniture, or children or adults who may require removal from the pool, and to stay in the pool for prolonged periods of time. Must possess the mobility to stand, stoop, kneel, reach, bend, climb, push and pull materials and equipment, and swim, while wearing an appropriate uniform with protective equipment. Vision and hearing which must be sufficient to see and hear adults and children in crowded and noisy conditions situations. Must also possess the mobility to work in an office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person or by using a telephone and radio in. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or to operate safety equipment. Must possess the ability to swim distances, and dive to pool depths, as determined by testing/certification authorities, and to lift 100 pounds or heavier weights with the use of proper equipment and/or assistance from other staff.

ENVIRONMENTAL CONDITIONS

Employees work outdoors in a pool environment with wet and slippery conditions and are exposed to variable weather conditions; may be exposed to chlorine, acids, and other chemicals at aquatics facilities, as well as blood and body fluids while rendering first aid and CPR. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

May be required to work a varied schedule of hours, which may include early mornings, evenings, weekends, and holidays.



FEBRUARY 2020
FLSA: NON-EXEMPT

LIFEGUARD TRAINEE

DEFINITION

Under immediate supervision, performs routine duties in support of City aquatic programs, events, and activities; monitors activities in the pool and aquatic facilities to help ensure the safety and well-being of patrons; assists in the cleaning and basic maintenance of the pool and aquatic facilities; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives immediate supervision from assigned management and supervisory personnel. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

This classification is used for training purposes in aquatic programs, services and activities. Work is usually supervised while in progress and fits an established structure or pattern. Exceptions or changes in procedures are explained in detail as they arise. Since this class is often used as a training class, employees may have only limited or no directly related work experience.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Learns and assists in aquatic safety and supervision for patrons; monitors activities in the pool and facilities to avoid and prevent accidents, and to ensure the safety and well-being of patrons; promotes public safety at all times.
- Assists lifeguard during pool hours and at all events held at the pool.
- Implements and enforces City policies, rules, and procedures.
- Learns and assists with basic first aid and adult and/or child cardiopulmonary resuscitation (CPR) as necessary.
- Assists and aids in swim lesson programs.
- Listens and responds to patrons' needs for assistance or information and provides the public with general information.
- Supervises and cleans restrooms and locker rooms.
- Learns and assists with the inspection and maintenance of swimming and pool equipment for functionality and recommended repairs.
- Maintains logs and records of activities.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Swimming pool and guest safety and emergency procedures.
- Basic maintenance and cleaning practices.
- Occupational hazards and standard safety practices.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

Ability to:

- Attentively observe and monitor the safety of swimmers and other guests using aquatic center facilities.
- Learn and implement aquatic center policies and practices.
- Work with children and adults in a recreational setting.
- Assist with swim meets and pool rentals.
- Provide courteous assistance to facility patrons.
- Maintain discipline, order, and safety in a crowded and noisy environment.
- Assist in maintaining facilities and equipment in a clean, safe, and secure manner.
- Perform work in an efficient, effective, safe, and timely manner.
- Understand and carry out oral instructions.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

Equivalent to the completion of the tenth (10th) grade.

The minimum age for positions in this classification is sixteen (16) years.

Experience:

No experience required.

Licenses and Certifications:

- None

PHYSICAL DEMANDS

Work is primarily performed within a public swimming pool environment where stamina is needed to perform moderate to heavy lifting of pool equipment and furniture, or children or adults who may require removal from the pool, and to stay in the pool for prolonged periods of time. Must possess the mobility

to stand, stoop, kneel, reach, bend, climb, push and pull materials and equipment, and swim, while wearing an appropriate uniform with protective equipment. Vision and hearing which must be sufficient to see and hear adults and children in crowded and noisy conditions situations. Must also possess the mobility to work in an office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person or by using a telephone and radio in. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or to operate safety equipment. Must possess the ability to swim distances, and dive to pool depths, as determined by testing/certification authorities, and to lift 100 pounds or heavier weights with the use of proper equipment and/or assistance from other staff.

ENVIRONMENTAL CONDITIONS

Employees work outdoors in a pool environment with wet and slippery conditions and are exposed to variable weather conditions; may be exposed to chlorine, acids, and other chemicals at aquatics facilities, as well as blood and body fluids while rendering first aid and CPR. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

May be required to work a varied schedule of hours, which may include early mornings, evenings, weekends, and holidays.



FEBRUARY 2020
FLSA: NON-EXEMPT

MANAGEMENT ANALYST

DEFINITION

Under direction, performs a variety of complex professional administrative and analytical work in support of department managerial functions; coordinates activities with other programs, sections, divisions, outside agencies, and the general public; ensures work quality and adherence to established policies and procedures; recommends action and participates in formulating policy and procedure and in budget development and administration; provides technical and responsible assistance to the department head and/or division managers; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from assigned management personnel. Exercises technical and functional direction over and provides training to lower-level staff.

CLASS CHARACTERISTICS

This is the fully qualified journey-level classification in the Management Analyst series. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. This class is distinguished from the Senior Management Analyst in that the latter performs the most complex duties assigned to the department which may include, but are not limited to, budgetary, organizational, and policy-related accountabilities.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Collects, compiles, and analyzes information from various sources on a variety of specialized topics related to programs administered by the position or by management staff including complex financial, budgetary, or administrative issues or questions.
- Participates in the development and implementation of goals, objectives, and policies for assigned projects and programs; develops policies, procedures, standards, and guidelines to support programs.
- Researches, analyzes, evaluates, and develops recommended solutions for special projects.
- Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; identifies opportunities for improvement; implements improvements as authorized.
- Builds and maintains databases and spreadsheets of financial, budgetary, and other data; monitors and advises management of departmental budget expenditures; forecasts funding needed for staffing, equipment, materials, and supplies; prepares budget adjustments as necessary; prepares forecasts of and monitors revenues and expenditures for mid-year and end-of-fiscal year budget documents; prepares related budgetary reports.
- Prepares memorandums, letters, and reports; responds to written correspondence.
- Responds to and helps resolve customer inquiries and complaints; coordinates efforts and works closely with all City departments; coordinates and monitors responsive actions to resident service requests; compiles responsive documents for subpoenas and requests for public records.

- Processes, enters, adjusts, and reviews payroll for the Department; analyzes timesheets and payroll data to match Human Resources and Finance Department records; troubleshoots payroll issues; serves as a liaison between the department and City payroll regarding payroll matters; prepares Personnel Action Forms as needed for position, pay, and benefit adjustments.
- Participates in the oversight and management of grants and special funds; identifies grant funding opportunities and partnerships with nonprofit groups; audits grants and federal and state entitlements; researches and writes grant proposals; supports Finance with compiling information requested for annual audits; analyzes various budget accounts as needed for auditing purposes.
- Reviews and prepares invoices for payment approval; prepares purchase order requests; works with outside sources regarding asset forfeiture and other grant funds; provides grant expenditure reporting and department specific documentation backup as needed.
- Participates in the coordination and facilitation of specialized departmental committee or commission meetings.
- Works with department staff to coordinate special events; directs and monitors activities surrounding special projects and events.
- Plans, coordinates, oversees, tracks, and reports status on capital improvement projects.
- Enhances the department's outreach efforts via social media, including preparation of brochures, pamphlets, and press releases.
- Works closely with other departments to analyze and monitor impact fees and ensure proper use and reporting of funds.
- Manages daily activities of staff and contractors; monitors staff assignments and provides progress reports to executive staff; oversees and coordinates work assigned to professional and administrative staff on projects and interdepartmental teams; assesses and monitors staff workloads, administrative and support systems, and internal reporting relationships.
- Maintains record keeping and filing systems.
- Attends and participates in meetings as required.
- Observes and complies with City and mandated safety rules, regulations, and protocols.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- General principles and practices of municipal government budget preparation and administration.
- Grant funding sources and grant writing techniques.
- Sources of information related to a broad range of municipal programs, services, and administration.
- Pertinent federal, state, and local laws, codes, and regulations and processes in assigned areas of responsibility
- Methods and techniques of research, statistical analysis, report preparation, and presentation.
- City government organization structure and operations.
- Public relations, marketing, and outreach techniques.
- Principles and procedures of record keeping, document processing, and filing systems.
- Uses and outputs of databases.
- Mathematical principles and statistical techniques.
- City and mandated safety rules, regulations, and protocols.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Research, analyze, evaluate, understand, interpret, and apply programs, policies, procedures, and guidelines; and develop recommended solutions.
- Prepare clear and concise correspondence and reports on a variety of financial, budgetary, and administrative issues.
- Perform responsible and difficult administrative work involving the use of independent judgment and personal initiative.
- Interpret and apply federal, state, and local policies, procedures, laws, and regulations.
- Develop and administer assigned budgets and accurately track and process receipts of revenues and payments of expenditures.
- Use mathematical functions and principles and perform complex arithmetic calculations accurately.
- Maintain and update accurate records and files.
- Handle sensitive and confidential information.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner, organize own work, set priorities, and meet critical time deadlines.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

Equivalent to a bachelor's degree from an accredited college or university with major coursework in public or business administration, accounting, finance, information technology, economics, or a related field.

Experience:

Three (3) years of increasingly responsible professional experience in administrative work involving finance, budgets, contracts, or other related functions.

Licenses and Certifications:

- Possession of a valid California Driver's License to be maintained throughout employment.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.



FEBRUARY 2020
FLSA: NON-EXEMPT

PROGRAM SPECIALIST

DEFINITION

Under general supervision, assists in overseeing specific program activities or program sites; helps in the day-to-day operations of assigned programs; completes client registration forms; oversees rented facilities; tracks fees; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from assigned management personnel. May provide lead direction to assigned part time or volunteer staff.

CLASS CHARACTERISTICS

This classification provides administrative and operational support to the City's recreational programs, services and activities. Incumbents perform the full range of duties as assigned, working independently, and exercising judgment and initiative. Positions receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Assists in the daily operations of an assigned program and in the execution of City-wide events and activities; leads, and assists staff and volunteers in the daily program operations.
- Assists patrons and residents regarding questions, problems, concerns, and activities in the provision of recreation program operations, activities, and services.
- Completes client registration forms, intakes, and assessments; maintains records of participation and collects participant fees.
- Assists in conducting and monitoring recreational program activities within one or more assigned program areas including leisure activities and nutrition programs.
- Oversees site preparation and clean up of all food service and program equipment.
- Serves as the primary staff overseeing rented facilities; monitors facility use; opens, closes, and secures buildings for events and assists in the preparation of the facility and amenities for patron use.
- Responds to concerns on facilities maintenance; assesses situation and request facilities maintenance support; maintains cleanliness and upkeep of assigned facilities.
- Assists in planning and conducting community events, general programs, and facility rentals; sets up and takes down tables, chairs, and equipment for classes, activities, events, and meetings.
- Maintains accurate records of services and activities related to recreation programs; prepares a variety of written reports, memoranda, and correspondence.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Basic principles of lead direction.
- Operations, services and activities of assigned program.
- General office and business administrative practices.
- Methods and techniques of implementing program activities.
- Basic facilities maintenance principles.
- Local sanitation and health regulations.
- Safe and sanitary food service procedures.
- Record keeping principles.
- Basic arithmetic.
- City and mandated safety rules, regulations and protocols.
- English usage, spelling, vocabulary, grammar, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

Ability to:

- Assist in the implementation of assigned program and the planning of special events.
- Interpret, and apply facility use policies and procedures.
- Provide courteous assistance to facility patrons.
- Lift and move tables and chairs and arranging facilities for community events and/or meetings.
- Oversee site preparation and clean up of food service activities.
- Maintain facilities and equipment in a clean, safe, and secure manner.
- Operate modern office equipment including computer equipment and software programs.
- Maintain accurate logs, records, and basic written records of work performed.
- Understand and follow oral and written instructions.
- Organize own work, set priorities, and meet critical time deadlines.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

Equivalent to the completion of the twelfth (12th) grade.

Experience:

Three (3) years of experience providing day-to-day administrative and operational support to a recreation program.

Licenses and Certifications:

- Possession of a valid California Driver's License to be maintained throughout employment.
- Possession of a Safe Food Handler certification within 30 days of employment, when assigned to oversee a food program.
- Possession of a certification in American Red Cross CPR, First Aid, and AED within 30 days of employment.

PHYSICAL DEMANDS

When assigned to an office environment, must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone; ability to stand and walk between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information.

When working in an external environment, position requires sitting, standing, walking on slippery surfaces, reaching, twisting, turning, kneeling, bending, stopping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight of 40 pounds, or heavier weights with the use of proper equipment and/or assistance from other staff.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees also work in the field and are exposed to loud noise levels, cold and hot temperatures, and inclement weather conditions. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

May be required to work a varied schedule of hours, which may include early mornings, evenings, weekends, and holidays.



FEBRUARY 2020
FLSA: NON-EXEMPT

RECREATION LEADER TRAINEE

DEFINITION

Under immediate supervision, performs routine duties in support of the City's recreational programs, events, and activities; assists in preparing facilities for scheduled activities/events; performs recordkeeping and scorekeeping duties at sports events; performs general office duties; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives immediate supervision from assigned management and supervisory personnel. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

This classification is used for training purposes in recreational programs, services and activities. Work is usually supervised while in progress and fits an established structure or pattern. Exceptions or changes in procedures are explained in detail as they arise. Since this class is often used as a training class, employees may have only limited or no directly related work experience.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Learns and assists in recreation activities at various recreational facilities, including parks, schools, and the recreation center.
- Assists in community events, general programs, and facility rentals; sets up and takes down tables, chairs, and equipment for classes, activities, events, and meetings.
- Participates in established programs of play activities for children and adults.
- Attends inter-playground competitions in various recreational activities; performs recordkeeping and scorekeeping tasks at sporting events.
- Performs general office duties, including basic cashiering, answering the telephone, greeting patrons, light typing, data entry, copying, and filing.
- Takes periodic inventory of materials and equipment.
- Assists in maintaining recreational facilities, storage sites, and other work areas in a clean and orderly condition, including securing equipment and materials at the close of the workday; performs basic custodial duties.
- Issues and collects recreation equipment and supplies.
- Assists in the encouragement of participation and good sportsmanship.
- Responds to patrons' needs for assistance or information.
- Participates in monitoring the proper and safe use of program facilities by the general public.
- Observes and complies with City and mandated safety rules, regulations and protocols.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Operations and activities provided by recreation programs.
- Modern office practices, methods, and computer equipment and applications related to the work.
- Record keeping principles.
- English usage, spelling, vocabulary, grammar, and punctuation.
- City and mandated safety rules regulations and protocols.
- Techniques for effectively dealing with individuals of various ages, various socio-economic and ethnic groups, and effectively representing the City in contacts with the public.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, and City staff.

Ability to:

- Learn the operations and activities of assigned programs.
- Assist in assigned program implementation.
- Provide courteous assistance to facility patrons.
- Lift and move tables and chairs for community events and/or meetings.
- Assist in maintaining facilities and equipment in a clean, safe, and secure manner.
- Operate modern office equipment including computer equipment and software programs.
- Maintain basic written records of work performed.
- Understand and follow oral and written instructions.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

Equivalent to completion of the tenth (10th) grade.

The minimum age for positions in this classification is sixteen (16) years.

Experience:

No experience required.

Licenses and Certifications:

- None

PHYSICAL DEMANDS

Must possess mobility to work in a standard office and/or recreational facility setting and use standard office and/or recreation equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. Must possess the physical stamina to lift and move tables and chairs and arrange facilities for community events and/or meetings. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or

calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, climb, and walk on uneven surfaces to participate in recreational activities; and push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 50 pounds with the use of proper equipment and/or assistance from staff.

ENVIRONMENTAL CONDITIONS

Employees may work in the field and are occasionally exposed to loud noise levels, cold and/or hot temperatures, vibration, chemicals, mechanical and/or electrical hazards. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

May be required to work a varied schedule of hours, which may include early mornings, evenings, weekends, and holidays, at a variety of City facilities.



FEBRUARY 2020
FLSA: NON-EXEMPT

SENIOR EQUIPMENT MAINTENANCE TECHNICIAN

DEFINITION

Under direction, performs advanced level semi-skilled mechanical maintenance and repair work related to City police vehicles and equipment; sets priorities and directs the work of assigned staff on a day-to-day basis; provides technical and specialized assistance to assigned management and supervisory staff; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from assigned management and supervisory staff. Exercises technical and functional direction over and provides training to lower-level staff.

CLASS CHARACTERISTICS

This is the advanced journey-level classification in the Equipment Maintenance Technician series responsible for performing the most complex work assigned to the series. Incumbents regularly work on tasks which are varied and complex, requiring considerable discretion and independent judgment. Positions in the classification rely on experience and judgment to perform assigned duties. Assignments are given with general guidelines and incumbents are responsible for establishing objectives, timelines and methods to complete assignments. Work is typically reviewed upon completion for soundness, appropriateness, and conformity to policy and requirements.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Provides technical and functional supervision to assigned equipment maintenance staff; reviews and controls quality of work; trains employees in work methods, use of and operation of equipment, and relevant safety precautions.
- Performs advanced skilled journey level mechanical maintenance and repair of City police vehicles and equipment; maintains records of all work performed.
- Conducts, schedules, prioritizes, and assigns inspection of vehicles and equipment and ensures preventive maintenance is performed in accordance with City standards and specifications.
- Inspects, diagnoses, and locates mechanical difficulties on a diverse range of police vehicles and equipment.
- Tests and repairs starters, alternators, and generators; recharges or replaces batteries; diagnoses and makes minor repairs on air conditioning systems and equipment.
- Performs preventative maintenance such as oil changes, tune-ups, lubes, tire rotations, engine and radiator flushes, and filter replacements on City vehicles and equipment.
- Performs minor replacement of parts such as light bulbs, fuses, lenses, and wiper blades.
- Performs safety and preventive maintenance tasks on vehicles, equipment, and machinery.
- Reads and interprets technical manuals and blueprints to facilitate installation, servicing, repair, and replacement services and activities.
- Inspects faulty parts returned by mechanics against part warranty limits; prepares warranty claims.

- Receives, reviews, and processes various reports and records, including preventive maintenance list, fuel monitor printout, billing invoices, vehicle lists, fuel logs, purchase orders, warehouse requisitions, and annual inventory variance report.
- Estimates costs of equipment maintenance work, supplies, equipment, and materials; orders supplies, parts and equipment for work projects; assists in stocking supplies and maintaining inventory records.
- Verifies vehicle serviceability by conducting test drives and repairing concerns as needed.
- Monitors and ensures compliance with requirements by testing engine, safety, and smog control standards.
- Ensures that all City police vehicles are clean, washed, and painted.
- Oversees and maintains vehicle records of service and repairs.
- Ensures shop equipment is operational; troubleshoots breakdowns; maintains supplies; performs preventive maintenance; calls for repairs.
- Monitors and maintains costs by using warranty and evaluating service and parts options.
- Observes safe work methods and makes appropriate use of related safety equipment as required.
- Maintains public facilities, shop and garage areas, storage sites, and other work areas in a clean and orderly condition, including securing equipment and tools at the close of the workday.
- Maintains accurate manual and computerized logs and records of work performed and materials and equipment used; prepares reports as required.
- Ensures staff compliance with City and mandated safety rules, regulations and protocols.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles of providing functional direction and training.
- Principles, practices, equipment, materials, and tools used in maintenance and repair of automobiles and vehicles.
- Operating principles of gasoline, diesel and natural gas engines.
- Operational characteristics of electrical and electronic equipment used in modern vehicles and equipment.
- Methods and techniques of using diagnostic equipment to evaluate maintenance needs in a diverse range of police vehicles and equipment.
- Methods, materials, equipment and tools used in routine welding and fabrication work.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Occupational hazards and safety equipment and practices related to the work.
- City and mandated safety rules, regulations and protocols.
- Principles and procedures of record-keeping and reporting.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Plan, organize, and coordinate the work of assigned staff.
- Effectively provide staff leadership and work direction.

- Troubleshoot and determine appropriate action in the maintenance and repair of police vehicles and equipment.
- Inspect, locate, correct and/or adjust malfunctions or defects in complex repairs needed for vehicle systems.
- Use a diverse range of diagnostic tools to identify maintenance needs.
- Perform servicing and maintenance on police vehicles and equipment.
- Maintain accurate logs, records, and basic written records of work performed.
- Understand and follow oral and written instructions.
- Follow department policies and procedures related to assigned duties.
- Read, interpret and apply a wide variety of technical information from manuals, drawings, specifications, layouts, blueprints and schematics.
- Operate a variety of police vehicles and equipment in a safe and effective manner.
- Safely and effectively use and operate hand tools, mechanical equipment, power tools and lighting.
- Maintain tools and equipment in a clean working condition providing for proper security.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

Equivalent to completion of the twelfth (12th) grade.

Experience:

Five (5) years of increasingly responsible experience in the maintenance and repair of a diverse range of police vehicles and equipment.

Licenses and Certifications:

- Possession of a valid California Driver's License to be maintained throughout employment.

PHYSICAL DEMANDS

Must possess mobility to work in and around a standard vehicle repair shop setting; strength, stamina, and mobility to perform light to medium physical work; to sit, stand, and walk on level, uneven, or slippery surfaces; frequently reach, twist, turn, kneel, bend, stoop, squat, crouch, grasp and make repetitive hand movement in the performance of daily duties; to climb and descend ladders, to operate varied hand and power tools and equipment, and to operate a motor vehicle and visit various City sites; and vision to inspect and operate equipment. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards. Finger dexterity is needed to operate and repair tools and equipment. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight of 50 pounds or heavier weights of up to 100 on a frequent/occasional basis, in all cases with the use of proper equipment and/or assistance from other staff.

Employees must wear and use the proper Personal Protective Equipment (PPE).

ENVIRONMENTAL CONDITIONS

Employees primarily work in a centralized maintenance shop and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, hazardous physical substances and fumes, dust and air contaminants. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.



FEBRUARY 2020
FLSA: NON-EXEMPT

SENIOR HOUSING PROGRAM ANALYST

DEFINITION

Under general direction, designs, develops, and implements housing programs provided by the City; conducts and oversees financial accounting and reporting, eligibility determination, homebuyer's assistance loans, project feasibility, and annual monitoring to ensure compliance with federal, state, and local laws and regulations; ensures work quality and adherence to established policies and procedures; provides highly responsible and complex staff assistance to the Housing Manager; performs the technical and complex tasks relative to administering and delivering housing programs and services to residents; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Housing Manager. Exercises technical and functional direction over and provides training to lower-level staff.

CLASS CHARACTERISTICS

This is the advanced journey-level classification in the Housing Program Analyst series responsible for performing the most complex work assigned to the series. Incumbents regularly work on tasks which are varied and complex, requiring considerable discretion and independent judgment. Positions in the classification rely on experience and judgment to perform assigned duties and ensure compliance with federal, state, and local laws and regulations. Assignments are given with general guidelines and incumbents are responsible for establishing objectives, timelines, and methods to administer and deliver housing programs and services to residents. Work is typically reviewed upon completion for soundness, appropriateness, and conformity to policy and requirements. This class is distinguished from the Housing Manager in that the latter has full management and supervisory authority in planning, organizing, and directing the full scope of operations within the division.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Plans, develops, designs, implements, reviews, evaluates, and revises the City's affordable housing strategy; oversees existing and proposed low- and moderate-income housing, housing programs, including but not limited to, housing rehabilitation, first time homebuyer, mobile home rental assistance, and neighborhood enhancement programs and guidelines; researches housing programs to ensure the City adheres to federal and state guidelines; prepares reports as mandated by federal and state agencies.
- Manages federally funded programs and ensures expenditures are within budget and comply with federal and state housing regulations; prepares and administers grants; assembles grant agreements and prepares related files and reports; reviews quarterly and annual expenditure reports; reviews reports and processes invoices and payments for related expenses; monitors and collects loan payments and monthly rent payments.

- Gathers information, tracks statistics, and compiles data to prepare reports; prepares and processes reports to regulatory agencies to ensure compliance with a variety of federal, state, and local housing regulations and audits; completes various forms and documents as needed; establishes and maintains project files, databases, record keeping, and filing systems.
- Performs financial analysis by forecasting and preparing finance-related quantitative and narrative reports and memorandums; prepares and presents budget documents; maintains data and systems for budget tracking and reporting and generates related reports; makes recommendations on budget matters to higher level staff and participates in implementing and monitoring budgetary changes.
- Reviews accounting reports and financial statements for accuracy and reasonableness; identifies and traces sources of possible errors; verifies the work of other accounting staff; reconciles general ledger accounts; reviews general ledger coding for reasonableness; and brings questionable items to the attention of appropriate staff.
- Schedules, coordinates, and/or conducts on-site building inspections; prepares work specifications, construction contracts, process change orders, payments, and lien releases; works with contractors to ensure properties comply with federal and state program requirements and building and safety codes.
- Provides support and information to property owners in all areas concerning purchasing, renting and/or rehabilitation programs, including identification of required/desired rehabilitation work, preliminary cost estimates, loan/grant applications, and securing appraisals, if needed.
- Assists property owners in preparing bid packages and in selecting a contractor; follows-up with progress reports, inspections, materials and labor releases; submits incremental payments to contractors; certifies the completion of improvement projects.
- Develops the annual City application for CDBG and HOME funds and continuation of residential rehabilitation loan programs; coordinates and approves the processing of home improvement loans and grants; analyzes the financial feasibility of home improvement projects; prepares loan applications; processes and releases loan progress payments; prepares requests for proposals for services.
- Participates in preparing and disseminating public information relating to housing programs available to City residents and landlords; prepares presentations to citizen groups regarding housing programs; develops marketing material, news releases, and flyers for various housing programs; responds to the community, outside agencies, and internal departments regarding City programs.
- Coordinates with property management companies to ensure City-owned rental properties are managed properly in accordance with proper federal or state funding sources, including annual income review, rent standards, and meeting housing quality standards.
- Observes and complies with City and mandated safety rules, regulations and protocols.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Operations and services within a comprehensive housing program.
- Housing and Urban Development (HUD), rental assistance, public housing, Community Development Block Grant (CDBG), HOME, and other related affordable housing programs rules and regulations.
- Applicable federal, state and local laws, regulatory codes, ordinances and procedures relevant to assigned areas of responsibility.
- Modern construction methods and technology as they relate to housing rehabilitation and remodeling; rehabilitation standards for HUD assisted projects.
- Effective investigating, interviewing, and negotiating techniques.
- Case management techniques.
- Methods and techniques to verify information received from applicants.

- Community resources available to low income clients.
- Housing quality inspection techniques.
- Loan underwriting criteria.
- General principles and practices of grants and municipal government budget preparation, administration, and monitoring.
- Research and reporting methods, techniques, and procedures.
- Principles and procedures of record keeping, document processing, and filing systems.
- Standard office procedures and practices.
- Database maintenance.
- Financial record keeping, accounting, and budgeting practices.
- Business mathematics and statistical techniques.
- City and mandated safety rules, regulations and protocols.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Prepare clear and concise correspondence and reports on a variety of housing related financial, budgetary, and administrative issues.
- Plan and conduct research on a wide variety of program topics including grant funding, contract feasibility, budget proposals, and operational alternatives.
- Effectively administer a variety of housing programs and administrative activities.
- Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Interpret and translate statistical data.
- Research, analyze, and evaluate programs, policies, and procedures.
- Define problems, establish facts, and draw valid conclusions.
- Elicit cooperation from a wide variety of sources, including management, clients, and other departments.
- Handle sensitive and confidential information.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the City in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Use tact, initiative, prudence, and independent judgment within general policy and procedural guidelines.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

Equivalent to a bachelor's degree from an accredited college or university with major coursework in public or business administration, urban planning, real estate, or a related field.

Experience:

Five (5) years of professional experience supporting a comprehensive housing program.

Licenses and Certifications:

- Possession of a valid California Driver's License to be maintained throughout employment.
- Possession of, or ability to obtain within one (1) year of employment, a Uniform Physical Condition Standards (UPCS) Certification.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.



FEBRUARY 2020
FLSA: NON-EXEMPT

SENIOR INSTRUCTOR GUARD

DEFINITION

Under direction, plans and participates in the programs and activities of an aquatic facility, including teaching swim lessons and classes; trains staff on proper pool safety procedures; monitors activities in the pool and City aquatic facilities in order to ensure the safety and well-being of patrons; explains and enforces swimming programs and pool policies, regulations, and rules; performs rescues and administers first aid as necessary; assists in the selection of personnel; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from assigned supervisory or management personnel. Exercises no direct supervision over staff; trains staff on proper pool safety procedures.

CLASS CHARACTERISTICS

This advanced journey-level classification is responsible for training assigned staff and for ensuring that the City's pool facilities are maintained in a safe and effective working condition to provide the highest level of safety for public use. Positions in this classification rely on experience and judgment to ensure the efficient and effective functioning of lifeguard operations in the pool area. Assignments are given with general guidelines, and incumbents are responsible for establishing objectives, timelines, and methods to deliver services. Work is typically reviewed upon completion for soundness, appropriateness, and conformity to policy and requirements. The Senior Instructor Guard classification is distinguished from the Instructor Guard classification by the assignment of training duties and responsibility for the proper use of the facility.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Plans and participates in the work of staff responsible for performing lifeguard duties at the City's aquatic facilities; trains staff in the proper pool safety procedures; assists in the staff selection process.
- Receives and responds to questions, concerns, and complaints from patrons; determines issues and resolves, or refers to supervisor as appropriate; listens and responds to patrons' need for assistance or information on aquatic programs.
- Reviews and advises on schedules for pool use, such as timeframes for instructional and recreational swimming; oversees swim meets and pool rentals.
- Assists in planning, scheduling and developing aquatic programs; prepares marketing and publicity materials; works to secure maximum participation in programs.
- Reviews daily patron counts and collects fees from the cashier staff.
- Participates in training sessions, including safety drills and other emergency procedures; ensures that lifeguard staff attend required trainings and maintains records on same.

- Provides aquatic safety and supervision for patrons; monitors activities in the pool and City aquatic facilities to avoid and prevent accidents, and to ensure the safety and well-being of patrons; promotes public safety at an aquatic facility at all times.
- Implements and monitors City policies and procedures; enforces aquatics regulations; cautions swimmers regarding unsafe swimming.
- Performs rescue of swimmers in distress; administers cardiopulmonary resuscitation (CPR) and first aid; calls emergency services such as police, fire, or ambulance if necessary.
- Monitors facility use; ensures that the pool, restrooms and locker rooms are maintained in a safe, neat, and clean condition.
- Inspects and maintains swimming and pool equipment for functionality; ensures that maintenance and repair needs are addressed.
- Performs inspections of water; prepares reports on water condition and accidents.
- Maintains logs and records of activities.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Methods and techniques of training staff on aquatics safety rules and regulations.
- Organization and operation of the aquatics facility, including maintenance and safety requirements.
- Swimming pool and guest safety and emergency procedures.
- Methods and techniques of assessing students' swimming capabilities.
- Life-guarding skills and methods.
- Emergency care and assessment; CPR, AED, and first aid practices.
- City rules and regulations with respect to pool and patron safety methods.
- Operational characteristics of water rescue safety equipment and devices.
- Methods and techniques of developing marketing materials for aquatics programs.
- Principles and practices of recordkeeping.
- Basic maintenance and cleaning practices.
- Occupational hazards and standard safety practices.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

Ability to:

- Plan and coordinate the work of lifeguard staff.
- Effectively provide staff leadership and work direction.
- Plan optimal lifeguard program coverage to ensure the safety of patrons and staff.
- Coordinate and schedule swim meets and pool rentals.
- Modify and conduct swimming lessons based on students' age and skill set.
- Assist in developing and marketing aquatics programs.
- Work with children and adults in a recreational setting.
- Attentively observe and monitor the safety of swimmers and other guests using aquatic center facilities.
- Exercise professional judgment to act effectively in emergency situations
- Ensure that staff attend and participate in required trainings and safety procedures.
- Interpret and implement aquatic center policies and practices.
- Maintain discipline, order, and safety in a crowded and noisy environment.

- Maintain facilities and equipment in a clean, safe, and secure manner.
- Perform work in an efficient, effective, safe, and timely manner.
- Provide courteous assistance to facility patrons.
- Independently organize work, set priorities, meet deadlines, and follow up on priorities.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Experience:

Equivalent to the completion of the twelfth (12th) grade and two (2) years of lifeguard and instructor guard experience in an aquatics facility.

Licenses and Certifications:

- Possession of a valid American Red Cross/Lifeguard Training certificate, or equivalent.
- Must be certified in First Aid for Public Safety Personnel (Title 22) within one (1) year of employment.
- Possession of American Red Cross Cardiopulmonary Resuscitation (CPR) for the Professional Rescuer certificate.
- Possession of a Water Safety Instructor Certification

PHYSICAL DEMANDS

Work is primarily performed within a public swimming pool environment where stamina is needed to perform moderate to heavy lifting of pool equipment and furniture, or children or adults who may require removal from the pool, and to stay in the pool for prolonged periods of time. Must possess the mobility to stand, stoop, kneel, reach, bend, climb, push and pull materials and equipment, and swim, while wearing an appropriate uniform with protective equipment. Vision and hearing which must be sufficient to see and hear adults and children in crowded and noisy conditions situations. Must also possess the mobility to work in an office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person or by using a telephone and radio in. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or to operate safety equipment. Must possess the ability to swim distances, and dive to pool depths, as determined by testing/certification authorities, and to lift 100 pounds or heavier weights with the use of proper equipment and/or assistance from other staff.

ENVIRONMENTAL CONDITIONS

Employees work outdoors in a pool environment with wet and slippery conditions and are exposed to variable weather conditions; may be exposed to chlorine, acids, and other chemicals at aquatics facilities, as well as blood and body fluids while rendering first aid and CPR. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

May be required to work a varied schedule of hours, which may include early mornings, evenings, weekends, and holidays.



FEBRUARY 2020
FLSA: NON-EXEMPT

SENIOR OFFICE ASSISTANT

DEFINITION

Under direction, performs a variety of specialized clerical and administrative duties in support of City staff and functions; prepares meeting agendas, minutes, public hearing notices, and administrative support for the Planning Commission and other committee meetings; processes invoices, purchase orders, and billings; maintains records of revenues and expenditures; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from assigned management or supervisory personnel. Exercises no supervision of staff.

CLASS CHARACTERISTICS

This is the advanced journey-level classification in the Office Assistant series responsible for performing the most complex work assigned to the series. Incumbents regularly work on tasks which are varied and complex, requiring considerable discretion and independent judgment. Positions in the classification rely on experience and judgment to perform assigned duties. Assignments are given with general guidelines and incumbents are responsible for establishing objectives, timelines, and methods to complete assignments. Work is typically reviewed upon completion for soundness, appropriateness, and conformity to policy and requirements.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Prepares, processes, tracks, and seeks approval for invoices, purchase orders, change orders, and billings; monitors departmental revenues and expenses and ensures funds are available to pay invoices; gathers bids; assembles purchase requisitions; enters data for budget tracking.
- Mails public hearing notices, letters, resolutions, and agreements to various committees and commissions.
- Processes approved Planning Commission resolutions; submits copies to staff; scans and establishes files for resolutions; provides copies of all approved resolutions to the Public Works/Engineering Department.
- Prepares agendas, copies documents, mails notices, and compiles minutes for commission and committee meetings; attends commission or committee meetings and serves as secretary; prepares minutes for Planning Commission and committee action meetings; places items on committee and commission meeting agendas for approval; processes speaker cards for public meetings; schedules, reserves, and prepares City facilities for meetings and special events.
- Receives, processes, and tracks documents such as permit applications, contract agreements, proposals, plan submittals, insurance certificates, subpoenas, summons, petitions, public records requests, and claims.
- Receives, processes, and tracks complaints via phone, at the public counter, or through the computer.
- Composes, types, formats, and proofreads a variety of documents and correspondence including presentations, staff reports, letters, emails, memoranda, certificates, invitations, budget reports,

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spreadsheets, community outreach materials, flyers, postcards, directories, and commendations; checks drafts for punctuation, spelling, and grammar, and suggests corrections.

- Answers incoming telephone calls and e-mails; provides information and answers questions; addresses issues and concerns from members of the public, vendors, and City staff; refers issues to the appropriate staff or department; checks and replies to voicemail and email messages; greets visitors and residents at City facilities; schedules appointments for customers to meet with staff; distributes literature pertaining to City services and events.
- Creates, organizes, archives, scans, copies, maintains, and retrieves records, documents, reports, and files; maintains and/or establishes filing systems; audits files for compliance with federal, state, and local laws and records retention schedules.
- Collects, opens, and distributes incoming mail, packages, email communications, correspondence, reports, requests for service, and complaints to appropriate staff.
- Observes and complies with City and mandated safety rules, regulations and protocols.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- City-wide and department-specific policies, processes, and procedures.
- Municipal codes, code compliance, and notification procedures for code violations.
- Procedures for preparing, tracking, and processing invoices, purchase orders, change orders, purchase requisitions, and billings.
- Basic principles and practices of public meetings conducted by elected and appointed government bodies.
- Principles and practices of documenting and preparing specialized documents for commissions and committees including, but not limited to, agendas, minutes and resolutions.
- General office business and administrative practices.
- Principles and practices of data collection and report generation.
- Payroll and finance software used by the City.
- Budget monitoring and tracking techniques.
- Business arithmetic.
- Basic principles of scanning, filing, maintaining, archiving, and retrieving records.
- City and mandated safety rules, regulations and protocols.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Perform a diverse range of specialized administrative tasks in support of assigned department.
- Demonstrate responsibility when handling sensitive matters or confidential documents.
- Review and process invoices from vendors for payment; monitor expenditures.
- Prepare and type a variety of documents and forms such as correspondence, agendas, and reports using correct punctuation and grammar.
- Handle requests or complaints in a professional manner.
- Organize and prepare supplies and materials for programs and activities.
- Understand and respond to requests for assistance from the public and City staff, both on the telephone and in person; take detailed messages.

- Implement new or revised departmental programs as directed.
- Receive, open, review, sort, date stamp, and distribute mail.
- Follow written and verbal instructions.
- Be very detail oriented.
- Make accurate arithmetic calculations.
- File and maintain automated and hardcopy records with accuracy.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Use tact, initiative, prudence, and independent judgment within general policy and procedural guidelines.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner, organize own work, set priorities, and meet critical time deadlines.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

Equivalent to completion of the twelfth (12th) grade.

Experience:

Four (4) years of increasingly responsible general clerical and administrative experience.

Licenses and Certifications:

- None.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.



FEBRUARY 2020
FLSA: NON-EXEMPT

SENIOR PARKING TECHNICIAN

DEFINITION

Under direction, enforces City parking regulations in an assigned area; issues parking citations and warnings, tows vehicles pursuant to the California Vehicle Code, provides general information and assistance to the public; impounds and provides for the storage of vehicles; provides lead direction and training to related staff; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from an assigned Police Sergeant. Exercises technical and functional direction over and provides training to lower-level staff.

CLASS CHARACTERISTICS

This is the advanced journey-level classification in the Parking Technician series responsible for performing the most complex work assigned to the series. Incumbents regularly work on tasks which are varied and complex, requiring considerable discretion and independent judgment. Positions in the classification rely on experience and judgment to perform parking enforcement activities. Assignments are given with general guidelines and incumbents are responsible for establishing objectives, timelines and methods to complete assignments. Work is typically reviewed upon completion for soundness, appropriateness, and conformity to policy and requirements.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Provides technical and functional supervision to assigned staff; reviews and controls quality of work; participates in performing complex parking enforcement duties.
- Plans and manages all daily functions and operations; implements and strategizes new procedures.
- Plans, schedules, prioritizes, and assigns parking enforcement activities in consultation with the Police Sergeant; communicates status of parking enforcement regulations and procedures to appropriate staff, working cooperatively to schedule activities in accordance with established priorities.
- Trains employees in work principles, practices, methods, policies, procedures, and applicable Federal, State, and local laws, rules, codes, and regulations.
- Patrols assigned routes to enforce parking and related traffic ordinances and ensure compliance with the City's parking regulations.
- Patrols assigned routes to enforce street sweeping parking ordinances; issues citations as necessary; writes warnings.
- Issues non-moving traffic citations for violations observed; impounds and provides for the storage of vehicles.
- Deploys Traffic Division Speed Board including calibration.
- Responds to questions and complaints from the public or refers to supervisor, as necessary.

- Directs traffic, sets cone patterns and street closures for DUI checkpoints, special events, and traffic collisions.
- Provides information to violators, the general public, business community, and other government agencies regarding codes, laws, and ordinances; responds to questions, complaints, and inquiries.
- Participates in recommending, developing, and administering policies, procedures, and projects to ensure efficient and effective parking enforcement activities in compliance with City guidelines, standards, goals, and objectives.
- Performs a variety of public relations and outreach work related to assigned activities.
- Maintains files, databases, and records related to citations and violations; prepares a variety of written reports, memoranda, and correspondence.
- Observes and complies with City and mandated safety rules, regulations and protocols.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles of providing functional direction and training.
- Principles, practices, methods, and techniques of parking enforcement and compliance.
- Functions, principles, and practices of law enforcement agencies.
- Methods and procedures used in parking enforcement including citation issuance procedures.
- Principles and practices of data collection and report preparation.
- Applicable Federal, State, and local laws, rules, regulations, and procedures relevant to assigned area of responsibility.
- Terminology and procedures used in public safety dispatching.
- City geography, maps, streets, and landmarks.
- Record keeping principles and procedures.
- City and mandated safety rules, regulations and protocols.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Plan, organize, and coordinate the work of assigned staff.
- Effectively provide staff leadership and work direction.
- Explain codes and regulations to vehicle owners, residents, and others.
- Memorize codes, names, street locations, and other information.
- Read and interpret maps and other pertinent documentation.
- Prepare clear and concise reports, correspondence, and other written materials.
- Make accurate arithmetic computations.
- Establish and maintain a variety of filing, record keeping, and tracking systems.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the City in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.

- Use tact, initiative, prudence, and independent judgment within general policy, and procedural, guidelines.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

Equivalent to completion of the twelfth (12th) grade.

Experience:

Four (4) years of increasingly responsible parking enforcement experience.

Licenses and Certifications:

- Possession of a valid California Driver's License to be maintained throughout employment.
- Possession of a valid California PC832 certificate to be maintained throughout employment.

PHYSICAL DEMANDS

Must possess mobility to work in the field; strength, stamina, and mobility to perform light physical work, to operate a motor vehicle and patrol areas of the City; and to operate varied tools and equipment; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate above-mentioned tools and equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, moving vehicles, vibration, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives, and contractors in interpreting and enforcing departmental policies and procedures.



FEBRUARY 2020
FLSA: EXEMPT

SENIOR PROJECT MANAGER

DEFINITION

Under general direction, provides complex administrative support to the assigned department by managing critical and/or sensitive projects and priority initiatives; tasks include, but are not limited to, research, analysis, and reports, monitoring legislative and other intergovernmental activities, and acting as liaison between project stakeholders, City government and the general public; improves the overall economic and physical environment of the City through implementation of better policies, programs, practices, and delivery of private development and capital improvement projects; provides highly responsible and complex staff assistance to assigned City executive management; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from an assigned City executive manager. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

This Project Management classification is responsible for performing diverse, specialized, and complex work involving accountability and decision-making; areas of responsibility include the recommendation and implementation of policies, procedures, goals, objectives, priorities, and standards, budget development and administration and management of administrative or capital improvement projects. Incumbents serve as a professional-level resource for organizational, managerial, and operational analyses and studies. Performance of the work requires the use of considerable independence, initiative, and discretion within broad guidelines.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Reviews, develops, proposes, and implements goals, objectives, policies, and priorities for assigned projects including the preparation and administration of budgets, work programs, staffing plans, and contracts.
- Oversees and facilitates implementation and completion of special and complex projects as assigned; conducts technical and administrative analysis on programs and services; identifies and recommends changes in organizational design and measures to improve efficiency of operations.
- Directs, coordinates, and oversees the activities of interdepartmental teams, consultants, and contractors in the completion of projects and special activities.
- Resolves problems and issues; ensures internal staff or external consultants or contractors assigned to projects provide a high degree of service.
- Researches, prepares, and presents formal written and oral staff reports to City management, City Council, boards, commissions, committees, and other government agencies.

- Prepares, reviews, and edits City Council staff reports and serves as the liaison between management and staff regarding agenda items review; directs and participates in the preparation of correspondence, reports, resolutions, ordinances, contracts, and presentation materials.
- Analyzes financial reporting processes; participates in the preparation of program, division, and/or department budgets; monitors expenditures and ensures projects do not exceed approved budget; provides cost estimates and analysis for budgeting purposes.
- Researches and identifies public and private grant opportunities and prepares grant applications; applies for funding to implement projects; researches cost estimates for proposed capital improvement projects.
- Prepares, reviews, and coordinates requests for proposals, requests for qualifications, and bid processes; reviews and presents recommendations for selection of contractors; participates in negotiating contracts and agreements between the City and contractors; initiates, drafts, and prepares contracts, agreements, and other legal documents; monitors contract compliance; conducts site visits to inspect contract work in progress.
- Represents the department at various public meetings; meets, interacts, discusses, and negotiates projects with organizational and community leaders, consultants, developers, lenders, stakeholders, consultants, and a variety of federal, state, and local agencies and private organizations.
- Reviews and ensures materials and programs implemented by City departments meet communication quality standards; prepares and disseminates departmental and City-wide communications including flyers and web-based publicity.
- Prepares community surveys; receives and responds to requests for public information from residents, other public agencies, consultants, stakeholders, and the general public at large, particularly if complex or sensitive in nature.
- Establishes and maintains project files, databases, record keeping, and filing systems.
- Observes and complies with City and mandated safety rules, regulations and protocols.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles and practices of leadership.
- Principles and practices of public administration.
- Project management principles.
- Principles and practices of contract negotiation, management and administration.
- Mathematical concepts.
- The City's procurement processes.
- Functions, authority, and responsibilities of an elected City Council.
- Rules governing the conduct of public meetings.
- Principles and practices of budget development and administration.
- Principles and practices of grant funding and management.
- Methods and techniques of research, statistical analysis, report preparation, and presentations.
- Applicable federal, state, and local codes, ordinances and regulations relevant to assigned areas of responsibility.
- Principles and practices of business letter writing and report preparation.
- Principles and procedures of record keeping, document processing, and filing systems.
- City and mandated safety rules, regulations and protocols.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.

- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Assist in developing and implementing goals, objectives, practices, policies, procedures, and work standards.
- Prepare and administer large project budgets.
- Coordinate and manage assigned programs and programs.
- Prepare plans, specifications, and bid documents.
- Conduct strategic planning for assigned projects.
- Design and implement workflow systems.
- Perform accurate mathematic and statistical calculations.
- Prepare, maintain, and update accurate detailed records and files.
- Prepare clear and concise correspondence and reports on a variety of financial, budgetary, and administrative issues.
- Interpret and evaluate statistical data.
- Research, analyze, and evaluate programs, policies, and procedures; make and implement recommendations for comprehensive, systemic reforms and improvements.
- Handle sensitive and confidential information.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the City in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Independently organize work, set priorities, meet critical time deadlines, and follow-up on assignments.
- Use tact, initiative, prudence, and independent judgment within general policy and procedural guidelines.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

Equivalent to a bachelor's degree from an accredited college or university with major coursework in public or business administration, political science, finance, urban and regional planning, or a related field.

Experience:

Five (5) years of professional experience within a public agency performing complex and special project work.

Licenses and Certifications:

- Possession of a valid California Driver's License to be maintained throughout employment.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.



FEBRUARY 2020
FLSA: NON-EXEMPT

SENIOR TRANSPORTATION DRIVER

DEFINITION

Under direction, leads, trains, oversees, and participates in the more complex and difficult work of a crew responsible for operating buses and vans providing scheduled, special and dial-a-ride transportation services for the public; sets priorities and directs the work of assigned staff on a day-to-day basis; inspects vehicles and equipment for safe operating conditions; provides technical and specialized assistance to the management; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from assigned management and supervisory personnel. Exercises technical and functional direction over and provides training to lower-level staff.

CLASS CHARACTERISTICS

This is the advanced journey-level classification in the Transportation Driver series responsible for performing the most complex work assigned to the series. Incumbents regularly work on tasks which are varied and complex, requiring considerable discretion and independent judgment. Positions in the classification rely on experience and judgment to ensure efficient and effective public transportation services. Assignments are given with general guidelines and incumbents are responsible for establishing objectives, timelines and methods to deliver services. Work is typically reviewed upon completion for soundness, appropriateness, and conformity to policy and requirements.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Provides technical and functional supervision to assigned transportation drivers; reviews and evaluates quality of work; participates in performing routine to complex and specialized public transportation duties; plans, schedules, prioritizes, and assigns transportation driver activities in consultation with the Transportation Coordinator.
- Schedules and regularly performs monitoring activities such as road supervision, vehicle trial checks, fare vault audits and daily vehicle inspections; prepares reports on same for use in staff performance evaluation and development.
- Operates a diverse range of vehicles used to provide scheduled, special and dial-a-ride transit services for the public.
- Picks up and delivers transit passengers; assists disabled passengers in boarding and disembarking using specialized equipment where needed; provides customer service and presents a positive image of the transportation division to the public.
- Operates transit vehicles safely under a variety of weather and road conditions.
- Performs thorough pre- and post-trip vehicle and equipment inspections; ensures that vehicles meet mandated safe operating standards; reports the need for maintenance and repair work.

- Inputs passenger and route information via computerized tablet and/or paper route sheet; checks schedules and routes; notes detours for road closures or special pick-ups; collects correct fare and verifies eligible and valid passes.
- Makes prompt, accurate accident and incident reports; provides first-aid assistance as necessary; contacts supervisor and/or emergency services as directed.
- Uses two-way radio or cellular device to report interruption of service or request medical assistance
- Compiles data on passengers served; assists in preparing and maintaining a variety of records and reports related to services provided.
- Ensures vehicles operated are maintained in a clean and orderly condition; searches vehicle for trash and lost items, sweeps and clean bus windows as needed.
- Responds to questions regarding routes, schedules, transfer points, and fares; refers to supervisor as needed.
- Fuels assigned vehicles.
- Maintains accurate records and logs of daily activities, using appropriate computer software applications.
- Oversees sick coverage and, when assigned, bid route and leave requests; when assigned, receives immediate “driver not reporting for duty” phone calls and locates replacement drivers to ensure sufficient coverage.
- When assigned, responds to the scene of transit vehicle accidents and passenger incidents; provides on the scene assistance to drivers and passengers.
- Ensures staff compliance with City and mandated safety rules, regulations and protocols.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles of providing functional direction and training.
- Operational characteristics of a variety of vehicles used to transport passengers including specialized devices for vehicle accessibility.
- Safe driving practices related to the operation of public transit vehicles including buses and vans.
- ADA (American’s with Disabilities Act) regulations regarding public transit operations.
- Methods and techniques of conducting daily and routine vehicle safety inspection within established guidelines.
- Basic mathematics and cash handling techniques.
- City geography, maps, streets, landmarks, and driving directions
- Principles and procedures of record keeping.
- City and mandated safety rules, regulations, and protocols.
- Principles and practices of data collection and report preparation.
- Safety equipment and practices related to the work.
- City and mandated safety rules, regulations and protocols.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Plan, organize, and coordinate the work of assigned staff.
- Effectively provide staff leadership and work direction.
- Operate public transit vehicles skillfully and safely including the use of specialized equipment to assist passengers with vehicle accessibility.
- Present a positive public image of the City of El Monte transportation system.
- Respond decisively and effectively in emergency situations.
- Read and interpret maps and schedules.
- Collect and account for fares received.
- Maintain schedules on assigned routes.
- Maintain accurate logs, records, and written records of work performed.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Use tact, initiative, prudence, and independent judgment within general policy, and procedural, guidelines
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

Equivalent to the completion of the twelfth (12th) grade.

Experience:

Three (3) years of experience within the last five (5) years in the safe operation of a transit, paratransit, recreation or school bus.

The minimum age for positions in this classification is twenty-one (21) years.

Licenses and Certifications:

- Possession of, a valid California School Bus Certificate or Commercial Class B Driver's License with Passenger Endorsement, Verification of Transit Training (VTT) Certificate, Air Brake endorsement, and current California Department of Motor Vehicle Medical Certificate, to be maintained throughout employment.
- Possession of or ability to obtain within one (1) year, a CPR and First Aid certification to be maintained throughout employment.

PHYSICAL DEMANDS

Must possess mobility to work in a predominantly vehicle driving/operation environment; to operate a motor vehicle and drive on highways, surface streets and city roads in light to heavy traffic conditions; strength, stamina, and mobility to perform medium to heavy physical work; vision to read printed

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materials and a computer screen; vehicle operation visual requirements include near and distance, color vision, night vision, peripheral vision, depth perception and the ability to adjust focus; and hearing and speech to communicate in person and over the telephone or radio. The job involves sitting for long periods of time while operating vehicles, and walking on multiple types of surfaces to inspect vehicles and assist passengers. Finger dexterity, reaching with hands and arms, and using leg/foot to reach or handle vehicle controls and lifting devices to operate assigned equipment is needed. Positions in this classification bend, stoop, kneel, reach, and climb to perform work and inspect work vehicles. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight of 50 pounds or heavier weights, in all cases with the use of proper equipment and/or assistance from other staff.

ENVIRONMENTAL ELEMENTS

Employees primarily work in a driving environment and are frequently exposed to road and traffic conditions, loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, chemicals, and fumes, hazardous substances Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.



FEBRUARY 2020
FLSA: NON-EXEMPT

TRANSPORTATION COORDINATOR

DEFINITION

Under direction, plans, schedules, assigns, reviews and supervises the work of staff performing transportation service duties within the Transportation Division; plans, and coordinates a comprehensive transportation services program including transit, paratransit and recreation programs; coordinates and monitors maintenance of fleet vehicles; provides complex staff assistance to management staff in areas of expertise; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from assigned management personnel. Exercises direct supervision over technical and administrative staff.

CLASS CHARACTERISTICS

This is the full supervisory-level class that exercises independent judgment on diverse and specialized transportation services and program activities with accountability and ongoing decision-making responsibilities associated with the work. Incumbents are responsible for planning, organizing, supervising, reviewing, and evaluating the work of staff and for providing technical support to management in a variety of areas. Performance of the work requires the use of independence, initiative, and discretion within established guidelines.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations where appropriate so that qualified employees can perform the essential functions of the job.

- Plans, organizes, assigns, supervises, and reviews the work of transportation services staff in the Transportation Division; trains staff in work procedures; evaluates employee performance, counsels employees, and effectively recommends initial disciplinary action; assists in selection and promotion.
- Oversees daily operational activities; performs all scheduling tasks associated with drivers such as, bid routes, leave requests, sick coverage; locates replacement drivers to ensure sufficient coverage.
- Participates in the development of goals, objectives, policies and procedures for assigned services and programs; recommends and implements policies and procedures including standard operating procedures for assigned operations.
- Monitors activities of the transportation systems work unit; identifies opportunities for improving service delivery and procedures; provides recommendations concerning process changes; reviews with appropriate management staff; implements improvements.
- Coordinates assigned services and operations with those of other divisions and outside agencies.
- Participates in annual budget preparation; identifies resource needs; prepares detailed cost estimates with appropriate justifications; monitors expenditures.
- Answers questions and provides information to the public; investigates and responds to complaints and inquiries from citizens, other departments, and agencies; recommends corrective actions to resolve issues.

- Coordinates ongoing Vehicle Preventive Maintenance Program in compliance with CHP and all other regulatory agencies while meeting the demand of transit, paratransit and recreation programs' vehicle needs.
- Coordinates, monitors and documents daily maintenance of fleet vehicles; drives or delivers vehicles to off-site facilities for repairs/inspections.
- Assists with the coordination of the City's Alternative Fuels Program, including monitoring and evaluation of infrastructure and fueling equipment, training and coordinating use with other City agencies, divisions, departments and contractors, and assisting with the procurement of alternative fuel vehicles.
- Schedules and regularly performs monitoring activities such as vehicle trial checks, fare vault audits and daily vehicle inspections; prepares reports on same for use in staff performance evaluation and development.
- Ensures the provision of safety training for all assigned staff; provides training for driver certification and maintenance of Verification Transit Training (VTT) certificate, Class B, passenger and air brake endorsement; documents all training in the driver training records; acts as liaison with CHP and DMV regarding certification and training record documentation.
- Maintains files, databases, and records related to meet mandated requirements; prepares a variety of written reports, memoranda, and correspondence.
- Represents the City in meetings with members of other public and private organizations, community groups, contractors, developers, and the public.
- Ensures staff compliance with all City and mandated safety rules, regulations, and protocols.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, discipline, and the training of staff in work procedures.
- Principles and practices of leadership.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Basic principles and practices of budget administration and monitoring.
- Principles, practices, methods, and techniques of municipal transportation systems including alternative fuel programs and vehicle maintenance.
- Operational characteristics of vehicles and equipment used in transit agencies.
- Methods and techniques of operator maintenance and vehicle safety inspection.
- Methods and techniques of resolving day-to-day transit operational issues.
- Emergency response procedures including First Aid and CPR.
- Applicable federal, state, and local laws, rules, regulations, and procedures relevant to assigned areas of responsibility.
- Principles and procedures of record keeping.
- City and mandated safety rules, regulations and protocols.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.

Ability to:

- Assist in developing and implementing goals, objectives, practices, policies, procedures, and work standards.
- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Perform the most complex transportation services duties.
- Present a positive image of the transit system.
- Operate public transit vehicles skillfully and safely.
- Demonstrate excellent customer service skills.
- Respond decisively and effectively in resolving problems and emergency situations.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Respond to complaints or inquiries from citizens, staff, and outside organizations.
- Prepare clear, effective, and accurate reports, correspondence, and other written materials.
- Maintain accurate logs, records, and written records of work performed.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Use tact, initiative, prudence, and independent judgment within general policy and procedural guidelines.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

Equivalent to completion of the twelfth (12th) grade.

Experience:

Five (5) years of increasingly responsible experience in public transit and paratransit services, including two (2) years in a supervisory or lead capacity.

Licenses and Certifications:

- Possession of a valid Commercial (Class A or B) California Driver's License with air brake certification and passenger endorsement to be maintained throughout employment.
- Possession of a CPR and first aid certification to be maintained throughout employment.
- Possession of a Verification Transit Training (VTT) certification.
- Current California Department of Motor Vehicle Medical Certification.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and visit various City sites; vision to read printed materials and a

computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.