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

DATE AND TIME:
Tuesday,
March 17, 2020
6:00 p.m.

REGULAR MEETING AGENDA

OF THE

CITY COUNCIL OF THE CITY OF EL MONTE

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

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

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1. CALL TO ORDER:

2. ROLL CALL FOR CITY COUNCIL AND AUTHORITY BODIES:

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

3. APPROVAL OF AGENDA:

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

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

4.1 Closed Session Pursuant to Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation 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 – Exiting 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:
Northeasterly corner of the intersection of Santa Anita and Brockway (also known as the former Hyundai site).

Name of Party City is Negotiating with:
Calbay, LLC (Ryan Shea) and GSL Development, LLC (Scott Gunderson).

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

Under Discussion:
Both Price and Terms.

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 Joseph Chen, I-Kuan-Tao

6. FLAG SALUTE: Chief of Police, David Reynoso

7. RECOGNITIONS, HONORS AND COMMUNITY INTEREST PRESENTATIONS:

8. PUBLIC COMMENT REGARDING NON-AGENDIZED MATTERS:

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

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

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

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

religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, sexual orientation or age.

9. CITY TREASURER'S REPORT:

10. DEMAND RESOLUTION NO. D-617

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 $4,210,801.87 have been examined by the City Treasurer and that warrant numbers 1088950 through 1089423 and payroll period ending February 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:

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

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

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

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

Non-Private User	**Event**	**Date**
Maribel Astorga (Grace T. Black Auditorium)	Wedding (Attendance 250)	Saturday, September 26, 2020 6:00 p.m. – 11:30 p.m.

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

12.3 Approval of a Resolution in Support of the Submission of Applications to the Los Angeles County Regional Park and Open Space District – For Measure A Program Funding.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and adopt the attached Resolution in support of the submission of applications for Measure A grant funds from the Los Angeles County Regional Park and Open Space District.

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

Resolution No. 10097

12.4 Approval of a Land Lease Agreement with the City of Montebello for the Purpose of Enhanced Law Enforcement Communications.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve the Land Lease Agreement between the City of El Monte and the City of Montebello for a certain designated space on its communication tower located at the Prime/Reservoir Radio Site at 1343 North Montebello Boulevard in Montebello; and
2. Authorize the City Manager, or her designee, to execute the Land Lease Agreement.

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

12.5 Approval of a First Amendment to the Professional Services Agreement with JWA Urban Consultants, Inc. to Increase the Not-to-Exceed Amount of $30,000 by an Additional $40,000 to Allow for Contract Planning Services as Needed through June 30, 2021.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve the proposed First Amendment to a Professional Services Agreement with JWA Urban Consultants to provide planning consulting services as needed through June 30, 2021; and
2. Authorize the City Manager to execute the First Amendment to a Professional Services Agreement with JWA Urban Consultants, Inc.

Total Cost: $40,000 Account No: 100-61-6115 (Pass-Thru Acct)
Is the cost of this item budgeted? Yes (No General Fund)

12.6 Receive and File the 2018 Wastewater Collection System Master Plan.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Receive and file the 2018 Wastewater Collection System Master Plan.

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

12.7 Approval of a Purchase Agreement and Five (5) Year Maintenance Services Contract with Nobel Systems, Inc. for Asset Management/GIS Software License and Maintenance in the Amount of $69,200 for Year One (1) and $54,400 Annually Over the Remaining Four (4) Years.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a purchase agreement and five (5) maintenance contract with Nobel Systems, Inc. for Asset Management/GIS Services in an amount not-to-exceed $69,200 in year one and $54,400 annually over the remaining four (4) years; and
2. Authorize the City Manager, or her designee, to execute the agreement.

Total Cost: $69,200 Account No: 600-67-695-6111 - $34,600
Is the cost of this item budgeted? Yes 650-67-695-6111 - $34,600

12.8 Approval of a Resolution Authorizing the City Manager to Execute an Agreement with the Volkswagen Environmental Mitigation Fund, San Joaquin Valley Air Pollution Control District and/or the California Air Resources Board to Receive Funding for Electric Motor Transit Services Buses.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve to adopt a Resolution authorizing the City Manager, or her designee, to execute an agreement with the Volkswagen Environmental Mitigation Fund, San Joaquin Valley Air Pollution Control District and/or the California Air Resources Board to receive funding for electric motor transit services buses.

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

Resolution No. 10098

12.9 Approval of a Professional Services Agreement with iNX Building Maintenance Solutions to Provide Augmented Disinfection of All High-Touch Areas in City Buildings for a Not-to-Exceed Amount of $6,000 Per Month for up to Six (6) Months.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Professional Services Agreement with iNX Building Maintenance Solutions to clean and disinfect all high-touch areas in City-owned buildings for a sum not-to-exceed $6,000 per month for up to six (6) months.

Total Cost: $6,000 (Monthly) Account No: 100-11-111-6266
Is the cost of this item budgeted? No

12.10 Approval of a Resolution Declaring a Local Emergency Due to the Public Threat Caused by the Coronavirus (COVID-19).

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Adopt a Resolution declaring a local emergency due to the public threat caused by the coronavirus (COVID-19).

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

Resolution No. 10099

13. PUBLIC HEARINGS:

13.1 A Public Hearing to Consider an Appeal of Planning Commission Resolution No. 3547 Denying Conditional Use Permit No. 06-19 for the Establishment of an Off-Sale Beer and Wine License Within an Existing 1,579 Square Foot Gasoline Station Convenience Market Located at 3266 Santa Anita Avenue.

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, by no less than three (3) affirmative votes:
   A. A Categorical Exemption under Section 15301 (Class 1 – Existing Facilities) pursuant to the California Environmental Quality Act and Guidelines, as amended; and
   B. A Resolution reversing the Planning Commission's decision and approving Conditional Use Permit No. 06-19 subject to the recommended Conditions of Approval contained in the Resolution or any other conditions that the City Council may wish to impose; or
   C. A Resolution upholding the Planning Commission's decision and deny, without prejudice, Conditional Use Permit No. 06-19.

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

Resolution No. 10100

13.2 A Public Hearing to Receive Public Comments and Provide Input and Direction on the 2020-2025 Consolidated Plan Goals and Priorities.

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. Provide input and direction on the 2020-2025 Consolidated Plan goals and priorities.

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

13.3 A Public Hearing to Consider and Approve the First Reading of An Ordinance Amending Title 8 (Health and Safety), Chapter 8.10 (Retail Sales of Tobacco Products) of the El Monte Municipal Code to Prohibit the Sale of All Flavored Tobacco, Including but Not Limited to E-Cigarettes and Vape Products.

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. Approve the proposed Ordinance (Attachment 1) by no less than three (3) votes, for the first reading.

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

Ordinance No. 2969

14. REGULAR AGENDA:

14.1 Consideration and Approval to De-Obligate Funds from the 2009 Metro Call for Projects for the Ramona Corridor Transit Center Access Project – CML-5210(022).

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. De-obligate $2,241,200 of CML-5210(022) funds from the 2009 Metro Call for Projects that were authorized for this project; and
2. Approve to reimburse the California Department of Transportation in the amount of $39,471.65 from the EB5 Fund Account.

Total Cost: $39,471.65 Account No: 300-03-840-6352
Is the cost of this item budgeted? No

14.2 Consideration and Approval of a Contract with Waterworks Technology, Inc. in the Amount Not-to-Exceed $123,300 for Assessment and Investigation of Private Sewer Laterals for Realignment of Sewer Main Between Nevada Avenue and Bodger Street – CIP No. 005.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve to award a contract to Waterworks Technology, Inc. to complete an assessment and investigation of private sewer laterals for realignment of sewer main between Nevada Avenue and Bodger Street services for an amount of $107,250;
2. Consider and approve an appropriation for a not-to-exceed amount of $123,300, which includes a contract amount of $107,250 to Waterworks Technology, Inc. and a fifteen percent (15%) contingency of $16,050; and
3. Authorize the City Manager, or her designee, to execute a Contract Service Agreement with Waterworks Technology, Inc.

Total Cost: $123,300 Account No: 650-67-005-8211
Is the cost of this item budgeted? Yes

14.3 Consideration and Approval Recommendation to Award a Construction Contract to Best Contracting Services, Inc. for the Senior Center Roof Improvement Project, CIP No. 550 for a Not-to-Exceed Amount of $830,000.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve to award a construction contract to Best Contracting Services for the Senior Center Roof Improvement Project CIP No. 550 for an Amount of $725,100 plus a contingency amount of $104,900 for a total not-to-exceed amount of $830,000; and
2. Authorize the City Manager, or her designee, to execute a Contract Services Agreement with Best Contracting Services, Inc.

Total Cost: $830,000 Account No: 220-67-550-8228
Is the cost of this item budgeted? Yes

14.4 Consideration and Approval of an Amendment to the Crosstown Electrical and Data Professional Services Agreement to Increase the Original Sum by $64,000 to a New Contract Sum of $124,000 for the First Year of the Agreement Only.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve an amendment to the Crosstown Electrical and Data Professional Services Agreement to increase the original sum by $64,000 to a new contract sum of $124,000 for the first year of the Agreement only.

Total Cost: $64,000 Account No: 100-67-685-6111
Is the cost of this item budgeted? No

14.5 Consideration and Approval of a Resolution Approving the Annual General Plan Housing Element Progress Report for the Year 2019 and Direct Staff to Transmit the Report to the State Office of Planning and Research (OPR) and the State Department of Housing and Community Development (HCD).

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Adopt a Resolution approving the 2019 Annual General Plan Housing Element Report and direct staff to forward such report to the Governor's Office of Planning and Research and the State Office of Housing and Community Development.

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

Resolution No. 10101

14.6 Consideration and Approval of Art in Public Places No. 01-19 for the Proposed Sculptures Titled "Guardians of Solace" within the City Ventures "Clementine" Residential Development Located on the East Side of Santa Anita Avenue at Owens Way.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Approve the proposed Art in Public Places No. 01-19, "Guardians of Solace," sculptures with the recommend conditions of approval.

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

14.7 Consideration and Approval of a Purchase and Sale Agreement (PSA) and Joint Escrow Instructions Between the City of El Monte and Bradley Stern of 3701 Santa Anita Avenue.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Receive a presentation from City staff regarding the proposed Purchase and Sale Agreement (PSA) and Joint Escrow Instructions between the City of El Monte and Bradley Stern of 3701 Santa Anita Avenue;
2. Adopt the Resolution approving the PSA by and between the City of El Monte and Bradley Stern; and

3. Authorize the City Manager and City Attorney to make any non-substantive minor modifications and execute the PSA.

Total Cost: $1,725,000 Account No: Public Transportation Improvement Funds
Is the cost of this item budgeted? No

Resolution No. 10102

14.8 Consideration and Approval of the Purchase and Sale Agreement (PSA) and Joint Escrow Instructions Between the City of El Monte and Xue Chen of 12159 Cherrylee Drive.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Receive a presentation from City staff regarding the proposed Purchase and Sale Agreement (PSA) and Joint Escrow Instructions between the City of El Monte and Xue Chen of 12159 Cherrylee Drive;
2. Adopt the Resolution approving the PSA by and between the City of El Monte and Xue Chen; and
3. Authorize the City Manager and City Attorney to make any non-substantive minor modifications and execute the PSA.

Total Cost: $1,500,000 Account No: Quimby and EB5 Funds
Is the cost of this item budgeted? No

Resolution No. 10103

14.9 Consideration and Approval of a Resolution of the City Council of the City of El Monte Establishing Enhanced Administrative Citation Fines for Commercial Cannabis Activity Violation of Chapter 5.18 Pursuant to El Monte Municipal Code Section 1.18.040.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and adopt the proposed fine as set forth in the proposed Resolution.

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

Resolution No. 10104

14.10 Consideration and Approval of a Professional Services Agreement with DR Welch Attorneys at Law to Represent the City of El Monte for Civil Litigation Against Illegal Cannabis Activities to Recover Cost and Penalties (Illegal Cannabis Enforcement Program) and to Defend the City of El Monte Against Litigation Related to Cannabis Applicants.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve the Professional Services Agreement with DR Welch Attorneys at Law to represent the City of El Monte in civil litigation against illegal cannabis activities to recover cost and penalties and to defend the City of El Monte against litigation related to cannabis applicants;
2. Authorize $200,000 from the General Fund for the Illegal Cannabis Enforcement Program; and
3. Authorize the City Manager to make all conforming modifications and edits and execute all implementing documents.

Total Cost: $200,000 Account No: Special Tax Measure PC
Is the cost of this item budgeted? N/A

14.11 Consideration and Approval of a Resolution of the City Council of the City of El Monte Approving of a Compliance Monitoring and Indemnity Agreement with the Cesar Chavez Foundation and Los Angeles County Development Authority Providing for Combined Project Labor Compliance Monitoring and Related Associated Indemnification.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and adopt the proposed fine as set forth in the proposed Resolution; and
2. Authorize the City Manager to execute the Compliance Monitoring and Indemnity Agreement.

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

Resolution No. 10105

15. CITY ATTORNEY'S AGENDA:

16. CITY MANAGER'S AGENDA:

16.1 Proclamation as Requested by Active SGV Declaring March as National Nutrition Month in the City of El Monte.

17. WRITTEN COMMUNICATIONS:

18. COUNCIL COMMUNICATIONS/REPORTS:

18A. Mayor Quintero

18A.1 Discussion Regarding Urgency Measures to Suspend All Utility Shut-Offs and Other Potential Economic Relief Options for Customers of the El Monte Water Company and Encourage Other Water Companies Which Provide Water Services to the El Monte Residents to Do the Same.

18A.2 Discussion Regarding Department of Public Health.

18A.3 Discussion Regarding Public Financing of Campaigns.

18A.4 Discussion Regarding Campaign Finance Limits.

18A.5 Discussion Regarding a Proclamation Declaring the Month of April 2020 as Organ Donor Month.

18B. Mayor Pro Tem Morales

18B.1 Discussion Regarding Internet at City Facilities.

18B.2 Discussion Regarding College Send Off Event.

18B.3 Discussion Regarding Summer Youth Job Programs.

18C. Councilwoman Ancona

18D. Councilwoman Martinez Muela

18D.1 Discussion Regarding Mid-Year Budget.

18D.2 Discussion and Action on Historical Museum Meeting Room Being Named "The Donna Crippen Tea Room".

18E. Councilman Velasco

18E.1 Update Regarding Census 2020.

19. ADJOURNMENT:

The next Regular Meeting of the City Council will be held on **April 7, 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: March 14, 2020 at 1:15 p.m.

CITY OF EL MONTE

PARKS, RECREATION AND
COMMUNITY SERVICES DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF APRIL 7, 2020

March 3, 2020

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

Dear Mayor and City Council:

REQUEST TO SERVE ALCOHOL AT CITY-OWNED FACILITY

IT IS RECOMMENDED THAT THE CITY COUNCIL:

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

DISCUSSION

The following user has completed and submitted alcohol beverage request application to serve wine and "Spirits" liquor at the following City-owned facility:

Private User	Event	Date
Maribel Astorga (Grace T. Black Auditorium)	Wedding (Attendance 250)	Saturday, September 26, 2020 6:00 p.m. – 11:30 p.m.

Application is attached for review.

12.2

FISCAL IMPACT/FINANCING

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

Private User	Rental Fees
Maribel Astorga	$ 2,445.00

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

CONCLUSION

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

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

ALEXANDRA MARROQUIN
Parks, Recreation and Community Services Director

Attachment: 1. Alcoholic Beverage Request

DATE: APRIL 7, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

PRIVATE USE

ALCOHOL BEVERAGE REQUEST FOR ONE TIME USE ONLY EVENTS

Name: Maribel Astorga

Purpose of Event: Wedding Facility: Grace Black Aud.

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

Date of Event: 9-26-20 Hours of Event: 6 Hrs. 6pm-12am

Alcohol Service Time: 6 – 11:30 pm

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

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

ALCOHOLIC BEVERAGES MAY NOT BE SOLD.

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

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

Maribel Astorga
Name of Applicant – Please Print

(626) 991-3468
Phone Number

847 E. Algrove St., Covina CA 91723
Address City Zip

1-30-20
Date

Maribel Astorga
Signature of Applicant

FOR OFFICE USE ONLY

Date Received: _____

Facility Fees (ONLY): $ 2445

Approved and Scheduled By: _____

Date Forwarded to Council Agenda: 2/18/2020

To be submitted at ~~3/17/2020~~ 4/7/2020 **council meeting for approval**

CITY OF EL MONTE

PARKS, RECREATION AND
COMMUNITY SERVICES DEPARTMENT
CITY COUNCIL AGENDA REPORT

REGULAR MEETING OF MARCH 17, 2020

March 2, 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 ADOPT A RESOLUTION IN SUPPORT OF THE SUBMISSION OF APPLICATIONS TO THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT - FOR MEASURE A PROGRAM FUNDING

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and adopt the attached resolution in support of the submission of applications for Measure A grant funds from the Los Angeles County Regional Park and Open Space District.

BACKGROUND

The Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure (Measure A) was passed by Los Angeles County voters on November 8, 2016 to implement a 1.5 cents annual parcel tax per square foot of development. Measure A also designated the Los Angeles County Regional Park and Open Space District (RPOSD) to administer aid funds.

In September 2019, RPOSD announced that $7 million of Measure A funding was available for the Youth and Veteran Job Training and Placement Program which aims to fund programs that provide education, skills training, and career pathway development to young adults, ages 18 to 25, or veterans interested in a career in the recreation field. An additional $7.2 million was available for the Recreation Access Program which aims to fund programs that increase the ability of residents to access public lands, park facilities, and park amenities.

DISCUSSION

The City submitted three (3) applications to fund three recreation programs: 1) Recreation Leader Training Program; 2) Lifeguard Trainee Academy; and 3) Access El Monte's Parks Program. These programs are an extension and expansion of existing City programs coordinated by the Parks, Recreation, and Community Services Department.

The Recreation Leader Trainee Program will produce 14 experienced, educated, and highly qualified candidates ready to be hired for higher level job positions in the recreation field. Trainees will gain leadership skills and work experience alongside Department staff at City programs and events. Trainees will gain exposure to topics such as special event and program planning, customer service, problem solving, community engagement, and career development.

The Lifeguard Trainee Academy will produce 60 experienced, educated, prepared, and highly qualified candidates ready to be hired for higher level job positions in the aquatics field. Trainees will complete an American Red Cross curriculum to gain the skills and confidence needed for real life emergency scenarios. They will gain experience shadowing Aquatics Division staff by providing aquatic safety and supervision of patrons at the El Monte Aquatics Center. Trainees will enforce swim program and pool policies, and learn to perform rescues and administer First Aid.

The Access El Monte's Parks Program will educate residents of the City's park locations and amenities offered at each park by developing and dispensing new outreach materials and interpretive signage. The Program will promote the City's trolley system and e-bikes as valuable transportation options to more easily access parks. The Program will install new bike improvements and consider adding new trolley stops at parks to provide affordable travel options. New eye-catching signage and advertisements will be installed at bus stopes in the City's buses. A brochure with a map and detailed legend will be developed to allow residents to more easily see where the City's recreation facilities are located. Through a partnership with Active SGV, the City will educate residents on pedestrian and bicyclist safety when accessing parks.

The City's grant writing consultant, Avant-Garde, in coordination with City staff prepared three (3) applications for the three (3) separate programs described above. As part of the application requirements, a resolution must be approved by the local jurisdiction's governing body authorizing support of the grant applications.

FISCAL IMPACT

This action will have no impact on the General Fund.

CONCLUSION

It is recommended that the City Council consider and approve the attached Resolution to submit applications to the Los Angeles County RPOSD for Measure A funding.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

ALEXANDRA MARROQUIN
Director of Parks, Recreation and Community Services

Attachment 1 – Measure A Grant Application Resolution No. _____

DATE: March 17, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, COUNTY OF LOS ANGELES, CALIFORNIA AUTHORIZING THE SUBMISSION OF APPLICATIONS FOR CERTAIN ASSURANCES, AND AUTHORIZING THE EXECUTION OF ALL INSTRUMENTS NECESSARY TO CONFIRM SUCH ASSURANCES, WITH RESPECT TO ALL MEASURE A GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

WHEREAS, on November 8, 2016, the voters of the County of Los Angeles approved the Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure ("Measure A"); and

WHEREAS, Measure A designated the Los Angeles County Regional Park and Open Space District ("District") to administer funds; and

WHEREAS, the District has set forth the necessary policies and procedures governing the application for grant funds under Measure A; and

WHEREAS, the District's policies and procedures require the governing body of the City of El Monte ("City") to approve the filing of an application before submission of said application to the District; and

WHEREAS, said application contains assurances that the City must comply with; and

WHEREAS, the City will enter into Agreement(s) with the District to provide funds for acquisition projects, development projects, and/or programs.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, AS FOLLOWS:

SECTION 1. Based on the above recitals and the staff report and other information provided by City staff at the City Council's Regular Meeting of _____ 2020, the City Council of the City of El Monte ("City Council") hereby authorizes the City Manager to make application for and to sign certain assurances with respect to applications related to Los Angeles County Regional Park and Open Space District for Measure A Funds for projects or programs.

SECTION 2. The City of El Monte understands said assurances and will comply with the assurances in the application form.

SECTION 3. The City Manager or her designees may execute agreement(s) with the Los Angeles County Regional Park and Open Space District for Measure A funds. The foregoing notwithstanding, nothing in this Resolution shall constitute a pledge of funds by the City, absent the execution of any and all agreements by the City Manager as provided under this Section, above.

SECTION 4. This Resolution shall take effect upon adoption. The City Clerk shall certify to the adoption of this Resolution.

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

_____
Andre Quintero
Mayor 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 _____ day of _____ 2020 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

CITY OF EL MONTE

POLICE DEPARTMENT

CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF MARCH 17, 2020

March 12, 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 LAND LEASE AGREEMENT WITH THE CITY OF MONTEBELLO FOR THE PURPOSE OF ENHANCED LAW ENFORCMENT COMMUNICATIONS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve the Land Lease Agreement between the City of El Monte and the City of Montebello for a certain designated space on its communication tower located at the Prime/Reservoir Radio Site at 1343 North Montebello Boulevard in Montebello; and

2. Authorize the City Manager, or her designee, to execute the Land Lease Agreement.

BACKGROUND

In May 2019, the City Council approved the purchase new radio consoles for the El Monte Police Department Communications Center (Dispatch) to connect to the Interagency Communications Interoperability (ICI) radio system in order to provide better radio coverage for the El Monte Police Officers. The ICI radio system is a UHF, trunked radio system operating in the UHF (450-512 Mhz) band. It is a shared system with components purchased and constructed by individual cities and linked together through a microwave network in order to provide regional communications for first responders in Los Angeles County.

In August 2019, personnel from the El Monte Police Department and the Montebello Fire Department met to discuss the feasibility of utilizing the Montebello radio tower to install a microwave connection to the ICI System as a back-up alternative.

DISCUSSION

The Police Department is currently in the process of switching to the ICI System for radio communications. The ICI System is an interoperable trunked radio network that stretches throughout the Los Angeles County. The system is operational by means of an established network circuit connection to Glendale. Most agencies on the ICI System have a back-up connection in case the circuit fails.

The best back-up solution would be a microwave which would provide a wireless connection, in addition to the circuit connection, for redundancy. A microwave link is a communications system that uses a beam of radio waves in the microwave frequency range to transmit audio.

The Montebello Radio Site was chosen after being analyzed by the Montebello Fire Department-Communications Division's contractor and the City of El Monte Police Department's contractor to determine the most advantages route for the radio system.

Land Lease Agreement

The contemplated Land Lease Agreement concerns the location commonly referred to as the Prime/Reservoir Radio Site, located at 1343 North Montebello Boulevard, Montebello, which would provide the El Monte Police Department with radio system access to the Montebello Radio Site by the placement of a microwave antenna on the tower which could be utilized as back-up for the new law enforcement Interagency Communications Interoperability (ICI) System

The attached Land Lease Agreement has been reviewed by the El Monte City Attorney's Office. On January 22, 2020, at its Regular City Council Meeting, the Montebello City Council approved this agreement unanimously.

FISCAL IMPACT/FINANCING

There will be no fiscal impact to the General Fund.

CONCLUSION

By granting approval for the execution of the Land Lease Agreement with the City of Montebello, the City of El Monte will be able to move forward with establishing the much needed back-up solution for the new ICI police radio system. It is recommended that the City Council authorize the City Manager, or her designee, to execute the Land Lease Agreement.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

DAVID REYNOSO
Chief of Police

ATTACHMENT 1: Land Lease Agreement

DATE: MARCH 17, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

CITY OF MONTEBELLO

LAND LEASE AGREEMENT WITH THE CITY OF EL MONTE

This Land-Lease Agreement ("Agreement") is made between the CITY OF MONTEBELLO (the "City"), a Municipal corporation on its own behalf, with its mailing address located at 1600 West Beverly Boulevard, Montebello, California, 90640, hereinafter the City being designated as "LESSOR," and the City of El Monte, a Municipal corporation, with its mailing address located at 11333 Valley Boulevard, El Monte, California, 91731, hereinafter designated "LESSEE." The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. PREMISES. LESSOR hereby leases to LESSEE a certain designated space on the tower depicted on **Exhibit "A"** ("Premises") attached hereto and incorporated by this reference, situated on real property located at 1343 North Montebello Boulevard, Montebello, California as more specifically described in **Exhibit "B"** ("Property") attached hereto and incorporated by this reference. LESSOR hereby grants LESSEE the lease and a non-exclusive right of way over the Property for ingress and egress, for the sole purpose of the installation and maintenance of the improvements, personal property and facilities more specifically described in **Exhibit "A"** (collectively, the "Communication System"). LESSEE shall limit motor vehicle access on the Premises to work which requires the entry of motor vehicles. For all other work, including service calls, LESSEE shall enter the Premises on foot and use the public parking lot adjacent to the Premises for parking.

   The LESSEE's Communication System shall remain the exclusive property of LESSEE. LESSEE shall have the right to remove the LESSEE's Communication System at the expiration or termination of this Agreement.

   In the event the aforementioned right-of-way is physically inaccessible or inadequate in size to permit LESSEE to obtain and maintain services to the portion of the Property leased to it, the LESSOR hereby agrees to grant, at no cost to the LESSEE, an additional right-of-way to the LESSEE which is sufficient to permit LESSEE to obtain and maintain services to the Property leased to it.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become **Exhibit "E"** which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and **Exhibit "B."** Cost for such work under this Section 2 shall be borne by the LESSEE.

3. TERM AND CONSIDERATION. This Agreement shall be effective as of the date of execution by both Parties ("Commencement Date") and the initial term shall expire on June 30, 2030. In consideration of the term of this Agreement, LESSEE shall pay to LESSOR annual rent in the amount indicated in **Exhibit "D"**("Rent Schedule") attached hereto and incorporated by this reference. The initial year's rent shall be payable to LESSOR on an annual prorated basis, not to exceed the amount identified in **Exhibit**

"D". After the initial year, the annual use fee shall be paid on or about July 1 of each year during the term of this Agreement.

5. CITY-OWNED EQUIPMENT. LESSOR shall cooperate with LESSEE for the purpose of or ability to place communication equipment (including any necessary accessories) on the tower for the purpose of transmitting public safety communications.

6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of maintaining and operating the LESSEE's Communication System and uses incidental and all necessary appurtenances, including a generator. LESSOR, at its expense, may use any and all appropriate means of restricting access to unauthorized parties to the LESSEE's Communications System, in cooperation with LESSEE. LESSEE shall have the right to replace, repair, and add to or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement, as long as LESSEE insures that modifications or additions will not interfere with other systems on the property, nor overload the tower. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, excluding the Premises, in good condition, reasonable wear and tear excepted. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory title, environmental, or soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. In the event that any such applications for such Governmental Approvals should be finally rejected or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or title, environmental, or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LESSEE determines that the Premises is no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Agreement.

7. INDEMNIFICATION. LESSEE agrees to defend, indemnify and hold harmless LESSOR, its elected officials, officers, agents, volunteers and employees from any claims of liability for personal injury or damage to property to the extent that such claims arise out of the activities and operations of LESSEE or its officers, agents or employees on the Property, whether such activities or operations are authorized by this Agreement or not. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by LESSEE. Further, LESSEE shall pay for any and all damage, loss or theft to the property of LESSOR to the extent such damage, loss or theft relates to the activities and operations of LESSEE or its officers, agents and employees on the Property. LESSOR shall not be responsible for any loss or damage to any property owned or controlled by LESSEE that is situated on the Property. The provisions of this paragraph do not apply to any claims of liability for personal injury or damage to property to the extent such claims are attributable to the negligence or willful

misconduct of LESSOR or any of its elected officials, officers, agents, volunteers or employees. LESSOR agrees to defend, indemnify and hold harmless LESSEE, its, officers, agents, and employees from any claims of liability for personal injury or damage to property to the extent that such claims arise out of the activities and operations of LESSOR or its officials, officers, agents, volunteers and employees on the Property. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by LESSOR. Further, LESSOR shall pay for any and all damage, loss or theft to the property of LESSEE to the extent such damage, loss or theft arises out of the activities and operations of LESSOR or its officials, officers, agents, volunteers and employees on the Property. LESSEE shall not be responsible for any loss or damage to any property owned or controlled by LESSOR that is situated on the Property. The provisions of this paragraph do not apply to any claims of liability for personal injury or damage to property to the extent such claims are attributable to the negligence or willful misconduct of LESSEE or any of its officers, agents or employees.

8. INSURANCE. LESSEE shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the LESSEE's operations, occupancy of, and use of the leased Premises. LESSEE shall provide current evidence of the required insurance in a form of a certificate of insurance and shall provide a replacement certificate for any required insurance, which expires prior to the completion, expiration or termination of this Agreement. **Exhibit "C"** ("Insurance Requirement") attached hereto and incorporated by this reference, identifies the terms and requirements for insurance to be provided by the LESSEE.

   Nothing in this paragraph shall be construed as limiting in any way, the indemnification clause contained herein and in Section 7 or the extent to which either LESSOR or LESSEE may be held responsible for payments of damages to persons or property.

   LESSEE shall furnish the LESSOR with certificates of insurance which reflect insurers' names, policy numbers, coverage, and limits per terms of **Exhibit "C."**

   LESSOR is self-insured for general liability for the Premises.

9. TERMINATION.

   a. For Convenience: Either Party, upon three (3) months' prior written notice, shall have the right to terminate this Agreement with or without cause.

   b. For Cause: This Agreement may also be terminated for cause for failure to cure default within thirty (30) days of receipt of written notice thereof by the defaulting party, except in the event the default is for failure to pay in which event the cure must be made within (7) seven days. If the nature of the default is such that more than thirty (30) days are reasonably required for its cure, then the defaulting party shall not be deemed to be in default if it has commenced a cure within the thirty-day (30-day)

period and thereafter diligently prosecutes such cure to completion within no more than ninety (90) days after receipt of written notice thereof.

10. INTERFERENCE. With the exception of radio equipment for the activities of the LESSOR, LESSOR agrees that LESSOR, and/or any other lessees of the Property who currently have, or in the future take, possession of the Property, will be permitted to install only such radio equipment that is of the type and frequency which will not cause interference to the existing equipment of the LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, LESSEE shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

11. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its Communication System.

12. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the LESSEE in and to such right-of-way.

13. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. The City covenants that it is seized of a fee simple interest in the Property.

14. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

15. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of California where the Property is located.

16. ASSIGNMENT. This Agreement may not be sold, assigned or transferred by the LESSEE without approval or consent of the LESSOR, in LESSOR's sole and absolute discretion. Any sublease that is entered into by LESSEE shall be subject to the

provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

LESSEE may not mortgage or grant a security interest in this Agreement or the LESSEE's Communication System to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), without LESSOR consent, in its sole and absolute discretion. Such Mortgagees must agree to be bound by the terms and provisions of this Agreement. In such event, LESSOR shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. LESSOR agrees to notify LESSEE and LESSEE's Mortgagees simultaneously of any default by LESSEE and to give Mortgagees the same right to cure any default as LESSEE or to remove any property of LESSEE or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Sections 9 and 17 of this Agreement. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by LESSEE. Failure by LESSOR to give Mortgagees such notice shall not diminish LESSOR's rights against LESSEE, but shall preserve all rights of Mortgagees to cure any default and to remove any property of LESSEE or Mortgagees located on the Premises.

17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Attn: Kurt Johnson, Assistant Fire Chief
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

With a copy to City Attorney:
Attn: Arnold M. Alvarez-Glasman
Alvarez-Glasman & Colvin
13181 Crossroads Pkwy North
Suite 400 – West Tower
City of Industry, CA 91746

LESSEE: Attn:
City of El Monte
11333 Valley Boulevard
El Monte, California 91731

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. SUCCESSORS. This Agreement and right-of-way granted herein shall run with the land and shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

19. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this Agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

20. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease Agreement is for recording purposes only and bears no reference to commencement of either term or rent payments.

21. DEFAULT. In the event there is a default by either party with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the non-breaching party shall give the breaching party written notice of such default. After receipt of such written notice, the breaching party shall have thirty (30) days in which to cure any default, provided the breaching party shall have such an extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the breaching party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching party may not maintain any action or effect any remedies for default against the breaching party unless and until the breaching party has failed to cure the same within the time periods provided in this Paragraph.

22. ENVIRONMENTAL. LESSOR warrants and agrees that neither LESSOR nor, to LESSOR's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within LESSOR's Property in violation of any law or regulation. LESSOR and LESSEE each agree that they will not use, generate, store or dispose of any Hazardous Material on, under, about or within LESSOR's Property in

violation of any law or regulation. LESSOR and LESSEE each agree to defend and indemnify the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any warranty or agreement contained in this paragraph. "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

23. CASUALTY. In the event of damage by fire or other casualty to the Premises that is caused by anything beyond the control of LESSEE, that cannot reasonably be expected to be repaired within ninety (90) days following same or, if the Property is damaged by fire or other casualty which is not caused or contributed to by the conduct of LESSEE, its employees, agents or licensees, so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than ninety (90) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed any restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, all rentals shall abate during the period of repair following such fire or other casualty which is caused by anything beyond the control of LESSEE.

24. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Agreement upon fifteen (15) days' written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to its Communication System, antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement.

25. SUBMISSION OF LEASE. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement. This Agreement may be executed in any number of

counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

26. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

27. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

28. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

29. CO-LOCATABLE SITE. LESSEE agrees that the Lessee's Communication System shall NOT be a co-locatable facility. LESSEE may not sublease any portion of the Premises.

30. RELOCATION OF LESSEE'S COMMUNICATION SYSTEMS. If LESSOR determines it necessary to relocate LESSEE's Communications Systems, LESSOR will have the right, subject to the following provisions of this Section, and exercisable at any time to relocate all or part of LESSEE's Facilities to an alternate location (the "Relocation Premises"); provided, however, that: (a) all costs and expenses associated with or arising out of such relocation (including, without limitation, costs associated with any required zoning approvals and other Governmental Approvals, costs for Tests of the Relocation Premises, etc.) shall be paid by LESSOR; (b) such relocation will be performed exclusively by LESSEE or its agents; (c) such relocation will not unreasonably result in any interruption of the communications service of LESSEE on LESSOR's Property; and (d) such relocation will not impair, or in any manner alter, the quality of communications service provided by LESSEE on and from LESSOR's Property. LESSOR will exercise its relocation right by delivering written notice pursuant to the terms of this Agreement to LESSEE. In the notice, LESSOR will identify the proposed Relocation Premises on LESSOR's Property to which LESSEE may relocate LESSEE's Facilities. LESSOR and LESSEE hereby agree that the parties will enter into an amendment to this Lease to memorialize the Relocation Premises and that the Relocation Premises shall be considered the Premises for all purposes hereunder, and such amendment shall include a survey (prepared at the sole cost and expense of LESSOR) of the Relocation Premises (including the access and utility easements) which will supplement **Exhibit "A"** hereto. If in LESSEE's reasonable judgment no suitable Relocation Premises can be found, LESSEE shall have the right to terminate this Agreement upon written notice to LESSOR, without penalty or further obligation.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals.

LESSOR - CITY OF MONTEBELLO

_____
Rene Bobadilla, City Manager

APPROVED AS TO LEGAL FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

ATTEST:

_____
Irma Bernal-Barajas, City Clerk

LESSEE – CITY OF EL MONTE

_____
Alma K. Martinez, City Manager

APPROVED AS TO FORM:

_____
Richard Padilla, Assistant City Attorney

ATTEST:

_____
Cathi Eredia, City Clerk

EXHIBIT A

LAND LEASE AGREEMENT WITH THE CITY OF EL MONTE

DESCRIPTION OF PREMISES

A radio tower is provided for installation of antennae or microwave.

A wiring raceway for wiring between antennae or microwave and equipment shelter.

A securable equipment shelter provided with environmental controls or heating ventilation and air conditioning (HVAC) equipment, primary power from a utility, a back-up power from a generator or alternative, fuel for the generator, and site security.

Twenty-four (24) a day access for emergency repair in the event of system failure, and/or maintenance.

EXHIBIT B

LAND LEASE AGREEMENT WITH THE CITY OF EL MONTE

DESCRIPTION OF PROPERTY

City of Montebello-Fire Department-Prime Radio Site
1343 North Montebello Boulevard
Montebello, CA 90640

EXHIBIT C

LAND LEASE AGREEMENT WITH THE CITY OF EL MONTE

INSURANCE REQUIREMENTS

The LESSEE shall maintain throughout the duration of the term of the Land-Lease Agreement ("Agreement"), liability insurance covering the LESSEE and, with the exception of Professional Liability Insurance, designating City including its elected or appointed officials, directors, officers, agents, employees, volunteers, or LESSEE's, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the LESSEE's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the LESSEE's insurance policies shall be primary as respects any claims related to or as the result of the LESSEE's work. Any insurance, pooled coverage, or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or lessees shall be non-contributory.

Professional Liability Insurance $1,000,000/$2,000,000

General Liability:

a.	General Aggregate	$2,000,000
b.	Products Comp/Op Aggregate	$2,000,000
c.	Personal & Advertising Injury	$1,000,000
d.	Each Occurrence	$1,000,000
e.	Fire Damage (any one fire)	$ 50,000
f.	Medical Expense (any one person)	$ 5,000

Workers' Compensation:

a.	Workers' Compensation	Statutory Limits
b.	EL Each Accident	$1,000,000
c.	EL Disease - Policy Limit	$1,000,000
d.	EL Disease - Each Employee	$1,000,000

Automobile Liability

a.	Any vehicle, combined single limit	$1,000,000

The LESSEE shall provide thirty (30) days advance notice to City in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to City thirty (30) days after the effective date of this Agreement, and no payments for services provided by LESSEE under this agreement shall be made by City until it is in receipt of said certificates. Refusal to submit such certificates shall

constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, City shall have the right but not the duty to obtain replacement insurance and to charge the LESSEE for any premium due for such coverage. City has the option to deduct any such premium from the sums due to the LESSEE.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by CITY's Risk Manager. LESSEE shall immediately advise City of any litigation that may affect these insurance policies.

EXHIBIT D

LAND LEASE AGREEMENT WITH THE CITY OF EL MONTE

RENT SCHEDULE

Rent is to be paid in accordance to Sections 3 and 4 of this Agreement.

Initial Term	Rent Amount
Initial year, or proration of year, through June 30*	$1.00
Year 2 (July 1 through June 30)	$1.00
Year 3 (July 1 through June 30)	$1.00
Year 4 (July 1 through June 30)	$1.00
Year 5 (July 1 through June 30)	$1.00
Year 6 (July 1 through June 30)	$1.00
Year 7 (July 1 through June 30)	$1.00
Year 8 (July 1 through June 30)	$1.00
Year 9 (July 1 through June 30)	$1.00
Year 10 (July 1 through June 30)	$1.00

*The initial year rent shall be prorated from the date Lessee first has beneficial use of the interoperable radio system through June 30th of the following year.

CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF MARCH 17, 2020

March 5, 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 FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH JWA URBAN CONSULTANTS, INC. TO INCREASE THE NOT-TO-EXCEED AMOUNT OF $30,000 BY AN ADDITIONAL $40,000 FOR CONTRACT PLANNING SERVICES AS NEEDED THROUGH JUNE 30, 2021

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve the proposed First Amendment to a Professional Services Agreement (Attachment 1) with JWA Urban Consultants to provide planning consulting services as needed through June 30, 2021; and
2. Authorize the City Manager to execute the First Amendment to Professional Services Agreement with JWA Urban Consultants, Inc. (PSA Agreement No. 19ED08095).

BACKGROUND

In September 2019, JWA Urban Consultants, Inc. (JWA) began assisting the Planning Division by providing contract planning services specific to specific applicants going through the entitlement process. These project include multiple-family, senior housing, and industrial development projects. The contract administered for JWA under for the aforementioned work was approved by the City Manager under PSA Agreement No. 19ED08095, for an amount not to exceed $30,000 from the General Fund. To date, this amount has nearly been spent. Several applicants wish to continue working with JWA and expressed interest in reimbursing the City to continue to receive services from JWA. Therefore, staff requests a First Amendment to the agreement to increase the not-to-exceed amount by $40,000 for a total amount of $70,000.

DISCUSSION

Development interest in El Monte remains very high. Several developers that have time sensitive projects have expressed interest in continuing to work with JWA and reimburse the City as needed. JWA has become familiarized with the El Monte Municipal Code and works closely with Planning Division staff to ensure compliance with the City's General Plan and Zoning Code.

The scope of work by JWA includes the estimated number of hours to complete processing of the following entitlements. JWA is also prepared to manage additional planning entitlement projects and other planning-related assignments at the City's direction. It is anticipated that the projects listed below will be ready for public hearing within the next six (6) to nine (9) months.

Projects	*Estimated Hours*
• 11640 Valley Boulevard	55
• 11605 Garvey Avenue	50
• 3548 Santa Anita Ave	55
• 3900 Arden Drive	60
• 4304 Temple City Boulevard	45
• Other tasks as needed	30

FISCAL IMPACT/FINANCING

Funds to cover the increased amount of $40,000 already exist in Planning Division Account No. 100-61-6115 (Professional Services). Therefore, no General Fund money is needed. Furthermore, a majority of the funds will be recovered by development fees (through utilizing the City's "pass-thru" account).

CONCLUSION

It is recommended that the City Council approve a First Amendment to a Professional Services Agreement with JWA Urban Consultants, Inc. to provide planning consulting services as needed through June 30, 2021 and authorize the City Manager to execute the First Amendment Professional Services Agreement with JWA.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONAVANIK
Community and Economic Development Director

Attachment:

1. First Amendment to Professional Services Agreement with JWA Urban Planning Consultants with Exhibit "A" (Master Agreement) and Exhibit "B" (Supplemental Scope of Services)

DATE: March 17, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

ATTACHMENT 1
FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH JWA URBAN PLANNING CONSULTANTS WITH EXHIBIT "A" (MASTER AGREEMENT) AND EXHIBIT "B" (SUPPLEMENTAL SCOPE OF SERVICES)

2020

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Engagement: Professional Contract City Planning Services)
(Parties: City of El Monte and JWA Urban Consultants, Inc.)

THIS FIRST AMENDMENT (hereinafter, "First Amendment") to that certain agreement entitled "Professional Services Agreement", Contract No. 19ED08095.1A, dated September 9, 2019 (hereinafter, the "Master Agreement"), is hereby made and entered into this ____ day of _____ 2020 (hereinafter, the "Effective Date") by and between CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and JWA URBAN CONSULTANTS, INC. (hereinafter, "CONSULTANT"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT, interchangeably as appropriate.

RECITALS

This FIRST AMENDMENT is made and entered into with respect to the following facts:

WHEREAS, on September 9, 2019, the Parties executed and entered into the Master Agreement for CONSULTANT to provide professional contract city planning services; and

WHEREAS, the Master Agreement is attached and incorporated hereto as **Exhibit "A"**; and

WHEREAS, the Parties now wish to extend the Term of the Agreement that shall commence upon the date of execution by all Parties and shall terminate on June 30, 2021; and

WHEREAS, the Parties further wish to expand the Scope of Services to allow for additional Contract Planning Services; and

WHEREAS, the additional tasks and services to be performed by CONSULTANT are set forth and more particularly described in CONSULTANT's February 19, 2020, proposal entitled "Contract Planning Services" which is attached and incorporated hereto as **Exhibit "B"** (hereinafter, the "February 19, 2020, Supplemental Scope of Services"); and

WHEREAS, under the terms of the Master Agreement, CITY agreed to pay CONSULTANT a total Not-to-Exceed Sum of THIRTY THOUSAND DOLLARS ($30,000) for all work contemplated under the Master Agreement (hereinafter, "Not-to-Exceed Sum"); and

WHEREAS, the Parties wish to increase the total Not-to-Exceed Sum of THIRTY THOUSAND DOLLARS ($30,000) by THIRTY THOUSAND DOLLARS ($30,000), for a new total Not-to-Exceed Sum of SIXTY THOUSAND DOLLARS ($60,000) to cover the extended term of the Agreement; and

WHEREAS, the execution of this First Amendment was approved by the El Monte City Council at its Regular Meeting of _____, 2020 as Agenda Item No. ____.

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

SECTION 1. Section 1.1 (SCOPE OF SERVICES) of the Agreement is hereby amended to include the additional tasks and services set forth in CONSULTANT's February 19, 2020, proposal entitled "Contract Planning Services" which is attached and incorporated hereto as **Exhibit "B"**

SECTION 2. Section 1.2 (TERM) of the Agreement is hereby amended in its entirety to state as follows:

> TERM: The term of this Agreement shall commence on the Effective Date and continue through June 30, 2021 (hereinafter "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Section 5 of this Agreement.

SECTION 3. Section 1.3 (COMPENSATION) of the Agreement is hereby amended to increase the Not-to-Exceed Sum of **THIRTY THOUSAND DOLLARS ($30,000)** by **THIRTY THOUSAND DOLLARS ($30,000)** for a new total Not-to Exceed Sum of **SIXTY THOUSAND DOLLARS ($60,000)** for all Work contemplated under the Master Agreement, and First Amendment.

SECTION 4. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. Section 6.19 of the Master Agreement notwithstanding, this First Amendment, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

SECTION 5. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall control, but only in so far as such provisions conflict with the Master Agreement and no further.

(SIGNATURES ON NEXT PAGE)

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

CITY:

CITY OF EL MONTE

By:_____
Alma K. Martinez, City Manager

Date:_____

CONSULTANT:

JWA URBAN CONSULTANTS, INC.

By:_____

Name:_____

Title: _____

Date:_____

APPROVED AS TO FORM:

By:_____
Richard Padilla, Assistant City Attorney

Date:_____

EXHIBIT "A"

MASTER AGREEMENT

2019
PROFESSIONAL SERVICES AGREEMENT
(Engagement: Professional Contract City Planning Services)
(Parties: City of El Monte and JWA Urban Consultants, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 9 day of September 2019 (hereinafter, the "Effective Date") by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and JWA URBAN CONSULTANTS, INC. (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably as appropriate.

RECITALS

WHEREAS, the CITY requires professional contract city planning services; and

WHEREAS, the CITY has determined that CONSULTANT possess the skills, experience, and expertise necessary to perform the requested construction management and inspection services; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and training, education and expertise of its principals, employees, and subcontractor(s); and

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, this Agreement was approved by the City Manager pursuant to his authority under Section 3.24.070(B) of the El Monte Municipal Code.

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

I.
ENGAGEMENT TERMS

1.1 SCOPE OF SERVICES:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide CITY with professional contract city planning services. The specific tasks and services are more particularly set forth and

described in CONSULTANT's April 29, 2019 proposal entitled "Contract Planning Services," which is attached and incorporated hereto as **Exhibit "A"** (hereinafter, the "Scope of Services").

B. 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.

C. For the purposes of this Agreement, the aforementioned services and tasks comprising the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 TERM: The term of this Agreement shall have a term of one (1) year commencing from the date all of the Parties have executed the Agreement ("Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under section 5 of this Agreement.

1.3 COMPENSATION:

A. CONSULTANT shall perform each task or grouping of tasks set forth in Scope of Services in accordance with the applicable Budget also set forth in the Scope of Services.

B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated in this Agreement, shall not exceed the total budgeted aggregate sum of THIRTY THOUSAND DOLLARS ($30,000) (hereinafter, the "Not-to-Exceed Sum"). 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 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.

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

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

II.
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVE: The CITY hereby designates Betty Donavanik, Director of Community and Economic Development (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The CITY Representative or her designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or her designee.

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

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY

Representative at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representative or her designees.

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

A. CONSULTANT shall perform its services with the professional skill and care ordinarily employed by members of CONSULTANT's profession in similar circumstances in the State of California;

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

C. To the extent required by CONSULTANT's standard of care, 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 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: To the extent required by CONSULTANT's standard of care, CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include, without limitation, compliance with all applicable Cal/OSHA requirements.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital

status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

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

III.
INSURANCE

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

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

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

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

persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

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

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

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

3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

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

3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that**

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

IV.
INDEMNIFICATION

4.1 The Parties agree to indemnify and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction arising out of the performance of this Agreement, and attributable to the fault of the indemnifying party. Following a determination of the percentage of fault and or liability by agreement between the Parties or a court of competent jurisdiction, the Party responsible for liability to the other will indemnify the other Party to this Agreement for the percentage of liability determined. CONSULTANT shall have no affirmative duty to defend any party for professional liability claims, and CONSULTANT's indemnification obligations for professional liability claims shall be limited to the extent damages are caused by CONSULTANT's negligence. This section shall survive the expiration or early termination of this Agreement.

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 of involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

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

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

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

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this

Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

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

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

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

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

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

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

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

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

VI.
MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally,

magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement. CITY shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at CITY's sole risk.

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:
JWA Urban Consultants, Inc.
609 Deep Valley Drive
Suite 200
Rolling Hills Estates, CA 90274
Attn: Jack Wong
Phone: (310) 347-6310

CITY:
City of El Monte
Director of Community and Economic Development
11333 Valley Boulevard
El Monte, CA 91731
Attn: Betty Donavanik
Phone: (626) 580-2056

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. The foregoing notwithstanding, the Parties agree that CONSULTANT's performance and completion of the services and tasks set forth in the Scope of Services shall reasonably comply with the standard of care set forth in Section 2.4, above.

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

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

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

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

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

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

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

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

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

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations, or other agreements, whether oral or written, made by any Party, which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

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

(SIGNATURES ON NEXT PAGE)

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

CITY OF EL MONTE

By: _____
Alma K. Martinez
City Manager

Date: 9/9/19

JWA URBAN CONSULTANTS, INC.

By: _____

Name: Jack Wong.

Title: President.

Date: 9/4/2019.

APPROVED AS TO FORM:

By: _____
Richard Padilla
Assistant City Attorney

Date: 9-4-19

EXHIBIT "A"
SCOPE OF SERVICES

April 29, 2019

JWA URBAN CONSULTANTS, INC.

Ms. Betty Donavanik
Director of Community and Economic Development
City Hall West
11333 Valley Boulevard
El Monte, CA 91731

Re: Contract Planning Services

Dear Ms. Donavanik:

JWA Urban Consultants, Inc. (JWA) is pleased to submit a proposal to provide contract planning services for the City of El Monte (City).

Our team is uniquely qualified for this project. We have provided contract planning services for cities within the San Gabriel Valley- Monterey Park, San Gabriel, El Monte, La Puente, West Covina, and Baldwin Park. The City of El Monte is experiencing continued economic expansion and developer interest as evident by the number of noteworthy development projects. JWA is proud to work with you on these endeavors. We provide a wide spectrum of services including project management and negotiations, city planning, housing, grant writing, economic development, fiscal impact analysis, and environmental assessment. The personnel assigned to this project have over 30 years of professional planning/redevelopment experience in both the public and private sectors. The Principal of JWA will serve as the lead Project Manager and, should the City desire, JWA can provide additional personnel to assist on other specific planning projects. We fully understand the importance of customer service, meeting deadlines and expectations, and providing reliable professional service.

JWA contact information is as follows:

JWA Urban Consultants, Inc.
609 Deep Valley Drive, Suite #200
Rolling Hills Estates, CA 90274
www.jwauc.com

Jack Wong
310.347.6310
jwong.jwa@gmail.com

We appreciate this opportunity to assist the City of El Monte in this important engagement. We look forward to working with you, and in the meantime, if you have any questions, I can be reached at 310.347.6310.

Sincerely,

Jack Wong
President
JWA Urban Consultants, Inc.

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1. COMPANY PROFILE

JWA Urban Consultants, Inc. (JWA) was founded by Jack L. Wong, in November 2003 and incorporated in March 2004, to provide consulting services and contract staffing to municipalities.

We are experienced professionals in the areas of economic development, city planning, project management and negotiations, housing, CDBG/HOME, Section 8, code enforcement, community development, neighborhood revitalization, and grant writing. We bring a holistic approach to our work, optimizing service delivery.

Our office is located at 609 Dep Valley Drive, Suite #200, Rolling Hills Estates, CA 90274.

2. KEY PERSONNEL

JWA can provide the exact level of planning experience and knowledge to match your city planning requirements. We understand the shifting nature of planning cases and fluidity in which city planners operate to provide customer-friendly service. Our team members are experienced former public/private sector employees and understand the importance of customer service, communication, and balancing the daily work load within a team-work environment. Our team members are professionals with several years of planning experience and can manage a development project from start to completion. Above all else, JWA can provide immediate attention to your top-priority development projects and ensure a timely completion and implementation of the project.

JWA is assigning Jack Wong, as the project lead and primary project manager, and, if requested by the City, John Oshimo, for subsequent project management

services. They each have special talents, skills and expertise in city planning, ranging from economic development, pro forma and fiscal impact analysis, housing, environmental analysis, community engagement, plan review, and project management and negotiation. We have conducted public community workshops, attended Planning Commission and City Council meetings, and prepared staff reports, technical analytical reports, development agreements, CEQA (initial studies, negative declarations, MNDs and EIRs), subdivisions, specific plans, General Plan and Zoning Ordinance updates/amendments.

- **Jack Wong, Principal.** Mr. Wong is assigned as the Project Manager for this project. He will be responsible for the management specific development projects, as assigned by the City, through the development entitlement process.
- **John Oshimo, Senior.** Mr. Oshimo can assist with additional planning projects, on an as needed basis. In addition to city planning, he can provide fiscal impact analysis and environmental assessment services.

Should the City desire to consider additional JWA team members to assist in contract planning services, we have team members who have extensive planning management experience. Resumes and interviews can be arranged at your convenience.

JWA brings substantial and diverse strength and knowledge in the areas of specific plans, development agreements, CEQA, community engagement, project management, strategy, and implementation, sustainable planning principles, and customer service.

3. SCOPE OF WORK

As discussed at our April 18, 2019 meeting, the City of El Monte has a number of top-priority and high-profile development projects that JWA may be of assistance- Urban Pacific's Area Y residential project, KB Homes residential project, reuse of the Walmart site, mixed-use Gateway project, electric billboard overlay revisions, and the Garvey Multiple Mixed-Use Overlay that is targeted for adoption in Fall 2019. JWA understands that the list of potential projects may change and we have the capacity to adjust our staffing to meet your work load and program requirements and to apprise you of the status, issues, and opportunities. JWA personnel will work closely with City Staff to ensure that we are both on the same page, delivering a concise message to the developer and community.

Having substantial private and public sector experience working on complex real estate development projects, JWA fully comprehends and appreciates the City's goals and objectives of completing the above referenced development projects. We have direct professional work experience that will benefit our work in El Monte. We have direct working experience in creating and implementing specific plans, developing and evaluating site plans and development agreements, entitling and plan checking development plans, conducting community outreach, and completing environmental assessments. We have interfaced and coordinated work efforts with regional, county, state and federal agencies on a variety of projects and programs. We are responsive and reliable and have the capacity to meet your needs.

We appreciate the significance, opportunities, and challenges of these projects as they will collectively transform substantial neighborhoods and communities within El Monte.

JWA's Scope of Work is tailored to meet or exceed the City's goals and objectives. Our role is to serve, advocate, and represent the interests of the City, by working closely with the developer and the development team to ensure that the City's and community's expectations are met. We are committed to the successful completion of this project and anticipate that there will be the need to meet frequently with City Staff and/or developer. We are available for in-person and telephonic meetings with City Staff and developer. Jack Wong can attend extemporaneous meetings at the City's convenience.

JWA will interface with the developer to ensure that the project is completed timely but at the same time, JWA will maintain consistent communication with City Staff to ensure that we are on the same page- before and after each developer meeting. Each development project is unique with its own set of opportunities and challenges. As such, the time frame to complete specific tasks vary, contingent on the scale, density, and type of the project, community stakeholder sentiments, and potential environmental impacts and mitigation measures. JWA can assist City Staff to augment and/or develop an effective community engagement strategy that will inform and engage the community stakeholders throughout the entitlement process for each of the development project, if desired.

JWA Urban Consultants, Inc. (Consultant) will provide the City with professional contract city planning services at the direction and supervision of the Director of Community and Economic Development (Director), or designee, for the completion of various planning projects as assigned and directed by the Director. The contract city planning services that are included in this agreement include, among other related services, the following activities:

- Manage development projects through the entitlement process
- Review and analyze development site plans, conceptual plans, construction drawings, and subdivision maps

- Update Zoning Ordinance, General Plan, and community plans
- Analyze land use compatibility and "highest and best use"
- Complete housing-related programs and analysis
- Apprise City Staff and conduct informational meetings with City Staff
- Conduct meetings with the project developer and/or development team
- Organize and conduct public workshops, meetings, focus group meetings
- Analyze and comment on developer's Community Engagement Strategy
- Prepare staff reports, resolutions, ordinances, memorandums, informational articles for newspaper publication and/or City website and social media platforms
- Attend City Planning Commission and City Council meetings
- Maintain office hours at City Hall (one to two days) to facilitate communication with staff and developers

4. BUDGET

The services provided by Consultant will be charged on an hourly basis. If additional personnel are anticipated to work on an assignment, the Consultant will inform the City for prior approval.

FEE SCHEDULE	
POSITION	**HOURLY RATE**
Principal	$130
Senior	$110
Associate	$85
Assistant	$65
Technician	$60

Contractor will charge for reimbursable expenses such as mileage, printing, mailing, transmitting or delivering documents to the City, and other similar and

customary expenses plus an additional 5% of total invoice amount for overhead and administration.

Court related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times hourly rate, with a four-hour minimum. Preparation activities will be charged at regular hourly rate pursuant to then effective annual Fee Schedule.

5. BIOGRAPHIES

JWA is assigning Jack Wong (Principal) to be the lead and project manager for this assignment. He will be the primary person managing the day-to-day operations on this project as well as specific development projects as directed by City Staff. At the City's direction, other JWA team members may be called upon, with City's pre-approval. Each are professionals with several years of professional planning at higher levels of competency. At this present time, JWA is selecting Jack Wong and John Oshimo for this project and their respective biographies are below.

Jack Wong is the Founder and Principal of JWA Urban Consultants, Inc. and has over 30 years of professional experience. He is adept at finding solutions and working through challenges. Recently, he successfully shepherded major mixed-use development projects, General Plan and Zoning Ordinance amendments, and specific plans adoptions for the cities of San Gabriel and San Fernando, at a time when both cities had multiple staffing shortages in key positions and a backlog of projects. In San Gabriel (2014), he negotiated and managed the development of a mixed-use hotel, retail, and residential condominium project from conceptual planning through to building permit issuance within a one-year period (project EIR tiered from previously adopted

specific plan EIR). During the same time, Jack Wong oversaw the processing and entitlement of thirteen development projects. In the City of San Fernando (2017), one of his primary assignments was to resuscitate a faltering TOD Corridor Specific Plan, which faced strong vocal community opposition and was in danger of losing its Metro grant funding due to the lack of progress- it was 18 months past its original deadline. By listening and working closely with the specific plan opponents, Jack Wong was able to reenergize and adopt the stalled Specific Plan, General Plan and Zoning Ordinance amendments, and EIR within a five-month period- three months ahead of its final deadline date.

With a professional background in real estate development and management, Jack Wong has direct working experience with developers, hoteliers, and national, regional, and local tenants, community groups and stakeholders. He is also very familiar with development agreements, specific plans, market demand studies, fiscal impact and environmental analyses. Jack Wong has worked on several commercial corridor studies and revitalization strategies for Imperial Highway in Downey, Valley Boulevard in San Gabriel, San Fernando Road/Truman Street/McClay Avenue in San Fernando, Slauson Avenue in Huntington Park and Maywood, Pacific Boulevard in Huntington Park, Garvey Avenue in Monterey Park, and Ramona Boulevard in Baldwin Park.

Mr. Wong received his Master of Arts in Urban Planning, with specialties in Real Estate Finance and Urban Design from the University of California, Los Angeles. He has been a past Director on the League of California Cities Board of Directors and has been a speaker and committee member for the League of California Cities, California Redevelopment Agency, Urban Land Institute, American Planning Association, International Council of Shopping Centers, and the California Planning Roundtable. Mr. Wong was also an Adjunct Associate Professor, teaching economic development, city planning and development at the University of Southern California from 1996-2010. He is currently renewing

his California real estate brokers license. He is the Founder and President of ETHNOPOLIS, Inc. (1992-2018), an award-winning non-profit research and education organization focusing on urban issues and demographic change.

John Oshimo is a recent team member, having worked with JWA on the Downtown Hawthorne EIR and Imperial Highway Overlay Zone in the City of Downey. Mr. Oshimo has 40 years of professional urban planning experience and has successfully managed community and regional planning projects: general plans (especially land use and housing elements); specific plans; zoning codes; economic development/redevelopment plans and implementation projects; and environmental documents (CEQA). Through the course of his professional career, John Oshimo has conducted numerous community workshops and public presentations. He was also President and Owner of GRC Associates, Inc., an urban planning and redevelopment consulting firm in Southern California.

Mr. Oshimo holds a Master of Planning degree from the University of Southern California and a Bachelor of Arts degree from the University of California, Los Angeles.

6. RELEVANT PROJECTS/SERVICES

➢ **CITY OF SAN FERNANDO**

117 Macneil Street, San Fernando, CA 91340

Mr. Nick Kimball, City Manager (818.898.1200) nkimball@sfcity.org

Term of Service: July 5, 2017- January 23, 2018

JWA Team Member: Jack Wong

Service Provided:

- Interim Community Development Director, contract planning and economic development related services

- Completed adoption of Corridor TOD Specific Plan, amendments to the General Plan and Zoning Ordinance, and EIR
- Conducted community workshops and one-to-one stakeholder meetings
- Managed Community Development Department with two staff shortages in Planning, and one in Code Enforcement

➢ **CITY OF SAN GABRIEL**

425 South Mission Drive, San Gabriel, CA. 91778

Mr. Steve Preston, City Manager (has retired from the City but I can provide other references if requested)

Term of Service: January 7, 2014-January 8, 2015

JWA Team Member: Jack Wong

Service Provided:

- Interim Community Development Director, contract planning and economic development related services
- Completed entitlement for new mixed-use project with 225-room Hyatt Hotel, 87 condominiums, and 56,000 square feet of commercial space within one year
- Managed seven mixed-use projects (454 dwelling units, 107,000 sf commercial); two residential condominium projects (134 dwelling units), 2 medical office projects (36,500 sf commercial), one 10,000 sf retail project, and one 316-room hotel with 8,000 sf retail space
- Managed Community Development Department with Vacant Economic Development Manager, Building Official, and city planner

➢ **CITY OF HAWTHORNE**

4455 W. 126th Street, Hawthorne, CA 90250

Gregg McClain, Director of Planning (currently the Planning Manager with the City of El Segundo 310. 953.5675)

Term of Service: February 2012 to January 27, 2017

JWA Team Member: Jack Wong, John Oshimo

Services Provided:

- Prepared EIR for Downtown Hawthorne Specific Plan
- Procured two Strategic Growth Council grants for two specific plans: Downtown Hawthorne and Eco-Village Industrial Park
- Provided project management services for the development of the Eco-Village Specific Plan and prepared all State required quarterly and annual reports

➢ **CITY OF BALDWIN PARK**

14403 East Pacific Avenue, Baldwin Park, CA 91706

Mr. Melecio Picaso, Redevelopment Manager (has left the City's employment; supervising staff have left the city but I can provide other references if requested)

Term of Service: May, 2004 to November 16, 2005

JWA Team Member: Jack Wong, Maribel Aldana, Bill Chow

Service Provided:

- Interim Community Development Director and Housing Authority Director, contract planning and economic development related services
- Reviewed proposed planning projects: housing, commercial retail, and light industrial
- Completed revitalization development concept for downtown district
- Conducted project negotiations and public meetings with community groups
- Managed adoption of redevelopment project area expansion
- Prepared, reviewed, and presented staff reports at Planning Commission, Redevelopment Agency, and City Council meetings
- Supervised CDBG/HOME Program

- **CITY OF MONTEREY PARK**

  320 West Newark Avenue, Monterey Park, CA 91754

  Jim Basham, Director of Community Development (retired; 562.430.4105)

  Term of Service: September 20, 2006 to January 31, 2017

  JWA Team Members: Jack Wong, Rosemary Lackow, Guillermo Arreola, Joe Lambert, Deborah Bradford

  Services Provided:

  - Updated Zoning Code to include sustainability concepts, illustrations and user friendly format
  - Managed the completion of new sustainability general plan elements, Climate Action Plan and GHG Emission Reduction Inventory and adoption of Housing Element
  - Monitored compliance of affordable housing projects and completed administrative reports
  - Prepared Downtown Commercial Corridor study and analyzed land use, traffic and parking demand issues
  - Provided contract staffing for the Planning Manager, Associate Planner, CDBG/HOME, and Residential Rehabilitation Program
  - Completed Five-Year Implementation Plan, Consolidated Action Plan, and Analysis of Impediments to Fair Housing
  - Prepared three successful planning and implementation grants

- **CITY OF SANTA FE SPRINGS**

  11710 E. Telegraph Road, Santa Fe Springs, CA 90670

  Wayne Morrel, Director of Planning (562) 868.0511

  waynemorrell@santafesprings.org

  Term of Service: September 2013 to March 2019

  JWA Team Member: Jack Wong

  Services Provided:

- Conducted project negotiations for hotel, housing, mixed-use and commercial retail projects
- Prepared Requests for Proposals, Exclusive Negotiating Agreements, and revised Development Agreements
- Provided economic development assistance and project review and planning-related services for hotel, housing, and retail projects
- Managed the solicitation and negotiations with prospective consultants for updating the General Plan and new plan elements
- Managed the solicitation and completion of hotel market study
- Updated economic development web pages and provided digital marketing strategies and videos to recruit businesses
- Attended project development meetings with developers, Planning Director, City Manager and City Council sub-committees

➢ **CITY OF SOUTH GATE**

8650 California Avenue, South Gate, CA 90280

Joe Perez, Director of Community Development (323) 563-9566 jperez@sogate.org

Term of Service: October 2006 to May 9, 2017; June 14, 2017-March 2019

JWA Team Member: Jack Wong

Services Provided:

- Analyzed and completed streamlined development permitting issuance system
- Assisted staff with planning analysis and project negotiations for affordable housing and mixed-use development projects
- Managed marketing and implementation of the State Enterprise Zone Program and CDBG/HOME Program
- Procured two successful Strategic Growth Council planning grants for two specific plans, and comprehensive revision of Zoning Ordinance

- **CITY OF MAYWOOD**

  4319 E. Slauson Avenue, Maywood, CA 90270

  David Mango, Planning and Building Manager (323) 562-5721 davidjmango@yahoo.com

  Term of Service: January 25, 2005 to April 5, 2006; April 5, 2017-December 30, 2017

  JWA Team Member: Jack Wong, John Oshimo

  Services Provided:

  - Updated Zoning Code for Cannabis operations and processed planning commission cases
  - Completed zoning code amendment for commercial and sign chapters
  - Managed and developed strategies for housing and redevelopment/economic development programs
  - Developed new Commercial and Residential Rehabilitation program and neighborhood revitalization strategy
  - Completed commercial corridor revitalization strategy

EXHIBIT "B"

FEBRUARY 2020 SUPPLEMENTAL SCOPE OF SERVICES

March 9, 2020

JWA URBAN CONSULTANTS, INC.

Ms. Betty Donavanik
Director of Community and Economic Development
City Hall West
11333 Valley Boulevard
El Monte, CA 91731

Re: Contract Planning Services

Dear Ms. Donavanik:

JWA Urban Consultants, Inc. (JWA) is pleased to submit a proposal to provide continued contract planning services for the City of El Monte (City).

The City of El Monte is experiencing continued economic expansion and developer interest as evident by the number of noteworthy development projects. JWA is proud to work with you on these endeavors. We provide a wide spectrum of services including project management and negotiations, city planning, housing, grant writing, economic development, fiscal impact analysis, and environmental assessment. The personnel assigned to this project have over 30 years of professional planning/redevelopment experience in both the public and private sectors. The Principal of JWA will serve as the lead Project Manager and, should the City desire, JWA can provide additional personnel to assist on other specific planning projects. We fully understand the importance of customer service, meeting deadlines and expectations, and providing reliable professional service.

JWA contact information is as follows:

JWA Urban Consultants, Inc.
609 Deep Valley Drive, Suite #200
Rolling Hills Estates, CA 90274
www.jwauc.com

Jack Wong
310.347.6310
jwong.jwa@gmail.com

We appreciate this opportunity to assist the City of El Monte in this important engagement. We look forward to working with you, and in the meantime, if you have any questions, I can be reached at 310.347.6310.

Sincerely,

Jack Wong
President
JWA Urban Consultants, Inc.

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1. COMPANY PROFILE

JWA Urban Consultants, Inc. (JWA) was founded by Jack L. Wong, in November 2003 and incorporated in March 2004, to provide consulting services and contract staffing to municipalities.

We are experienced professionals in the areas of economic development, city planning, project management and negotiations, housing, CDBG/HOME, Section 8, code enforcement, community development, neighborhood revitalization, and grant writing. We bring a holistic approach to our work, optimizing service delivery.

Our office is located at 609 Dep Valley Drive, Suite #200, Rolling Hills Estates, CA 90274.

2. KEY PERSONNEL

JWA can provide the exact level of planning experience and knowledge to match your city planning requirements. We understand the shifting nature of planning cases and fluidity in which city planners operate to provide customer-friendly service. Our team members are experienced former public/private sector employees and understand the importance of customer service, communication, and balancing the daily work load within a team-work environment. Our team members are professionals with several years of planning experience and can manage a development project from start to completion. Above all else, JWA can provide immediate attention to your top-priority development projects and ensure a timely completion and implementation of the project.

JWA is assigning Jack Wong, Principal, as the project lead and primary project manager. He has skills and expertise in city planning, ranging from economic development, pro forma and fiscal impact analysis, housing, environmental analysis, community engagement, plan review, and project management and negotiation. Jack has conducted community workshops, attended Planning Commission and City Council meetings, and prepared staff reports, technical

analytical reports, development agreements, CEQA (initial studies, negative declarations, MNDs and EIRs), subdivisions, specific plans, General Plan and Zoning Ordinance updates/amendments.

Should the City desire to consider additional JWA team members to assist in contract planning services, we have team members who have extensive planning management experience. Resumes and interviews can be arranged at your convenience.

3. SCOPE OF WORK

JWA is currently serving the City of El Monte on a number of development projects with the entitlement process and plan check review. JWA understands that the City will assign and adjust the list of potential development projects depending on the City's work flow. JWA personnel will work closely with City Staff to ensure that there is no miscommunication of the City's objectives and the applicant's plans. We strive to deliver a concise message to the applicant.

JWA Urban Consultants, Inc. (Consultant) will provide the City with professional contract city planning services at the direction and supervision of the Director of Community and Economic Development (Director), or designee, for the completion of additional planning projects, plan and code amendments, and other related planning assignments.

The city planning services that are included in this Proposal include, among other related services, the following activities:

- Manage development projects through the entitlement process
- Review and analyze development site plans, conceptual plans, construction drawings, and subdivision maps
- Update Zoning Ordinance, General Plan, and community plans (e.g. Cannabis)
- Analyze land use compatibility and "highest and best use"
- Complete housing-related programs and analysis (e.g. RHNA)

- ☐ Apprise City Staff and conduct informational meetings with City Staff
- ☐ Conduct meetings with the project developer and/or development team
- ☐ Organize and conduct public workshops, meetings, focus group meetings
- ☐ Analyze and comment on developer's Community Engagement Strategy
- ☐ Prepare and manage planning grants
- ☐ Prepare staff reports, resolutions, ordinances, memorandums, informational articles for newspaper publication and/or City website and social media platforms
- ☐ Attend City Planning Commission and City Council meetings
- ☐ Maintain office hours at City Hall (one to two days) to facilitate communication with staff and developers

4. PROJECTS

JWA has processed four development projects to the phase where each of the development plans have been vetted through the planning process (General Plan, Zoning Code) for compliance and the applicants are about to submit updated plans for internal departmental review and County of Los Angeles Fire Department review.

Each development project is unique with its own set of opportunities and challenges. As such, the time frame to complete specific tasks vary, contingent on the scale, density, and type of the project, community stakeholder sentiments, and potential environmental impacts and mitigation measures. However, for discussion purposes, JWA believes that 295 hours is a reasonable time frame to process the respective applications through to building permit and/or completion of construction. This process requires coordination with the applicants, architects as well as environmental consultants, traffic engineers, outside agencies (County Fire, Department of Toxic Substances Control, etc.) and with City representatives (engineering and planning). The estimated number of hours for each project is outlined below and is provided for discussion purposes. The actual number of hours required is contingent upon a number of factors that is not under the control of JWA, which may impact the estimate of hours for each project.

PROJECTS	HOURS (ESTIMATE)
11640 Valley Blvd.	55
11605 Garvey Avenue	50
3548 Santa Anita Avenue	55
3900 Arden Drive	60
4304 Temple City Boulevard	45
Other Tasks as Directed	30
Estimated Hours	295

JWA is prepared to manage additional planning entitlement projects and other planning-related assignments at the City's direction. Jack Wong will be assigned to manage these additional responsibilities.

5. BUDGET

The services provided by Jack Wong, Consultant, will be charged at an hourly rate of $135. If additional personnel are anticipated to work on an assignment, the Consultant will inform the City for prior approval.

FEE SCHEDULE	
POSITION	**HOURLY RATE**
Principal	$135
Senior	$115
Associate	$88
Assistant	$68
Technician	$60

Consultant will charge for reimbursable expenses such as mileage, printing, mailing, transmitting or delivering documents to the City, and other similar and customary expenses plus an additional 5% of total invoice amount for overhead

and administration.

Court related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times hourly rate, with a four-hour minimum. Preparation activities will be charged at regular hourly rate pursuant to then effective annual Fee Schedule.

6. BIOGRAPHIES

JWA is assigning Jack Wong , Principal, to be the lead and project manager for this assignment. He will be the primary person managing the day-to-day operations on this project as well as specific development projects as directed by City Staff. At the City's direction, other JWA team members may be called upon, with City's pre-approval. Each are professionals with several years of professional planning at higher levels of competency.

Jack Wong is the Founder and Principal of JWA Urban Consultants, Inc. and has over 30 years of professional experience. He is adept at finding solutions and working through challenges. Recently, he successfully managed major mixed-use development projects, General Plan and Zoning Ordinance amendments, and specific plans adoptions for the cities of San Gabriel and San Fernando, at a time when both cities had multiple staffing shortages in key positions and a backlog of planning projects. In San Gabriel (2014), he negotiated and managed the development of a mixed-use hotel, retail, and residential condominium project from conceptual planning through to building permit issuance within a one-year period (project EIR tiered from previously adopted specific plan EIR) and the entitlement of thirteen development projects. In the City of San Fernando (2017), one of his primary assignments was to adopt a stalled TOD Corridor Specific Plan, which faced strong vocal community opposition and was in danger of losing its Metro grant funding due to the lack of progress, 18 months past its original deadline. By working closely with the specific plan opponents, Jack Wong was able to

reenergize and adopt the Specific Plan, General Plan and Zoning Ordinance amendments, and EIR within a five-month period- three months ahead of its final deadline date.

With a professional background in real estate development and management, Jack Wong has direct working experience with developers, hoteliers, and national, regional, and local tenants, community groups and stakeholders. He is also very familiar with development agreements, specific plans, market demand studies, fiscal impact and environmental analyses. Jack Wong has worked on several commercial corridor studies and revitalization strategies for Imperial Highway in Downey, Valley Boulevard in San Gabriel, San Fernando Road/Truman Street/McClay Avenue in San Fernando, Slauson Avenue in Huntington Park and Maywood, Pacific Boulevard in Huntington Park, Garvey Avenue in Monterey Park, and Ramona Boulevard in Baldwin Park.

Mr. Wong received his Master of Arts in Urban Planning, with specialties in Real Estate Finance and Urban Design from the University of California, Los Angeles. He has been a past Director on the League of California Cities Board of Directors and has been a speaker and committee member for the League of California Cities, California Redevelopment Agency, Urban Land Institute, American Planning Association, International Council of Shopping Centers, and the California Planning Roundtable. Mr. Wong was also an Adjunct Associate Professor, teaching economic development, city planning and development at the University of Southern California from 1996-2010. He is currently renewing his California real estate brokers license. He is the Founder and President of ETHNOPOLIS, Inc. (1992-2018), an award-winning non-profit research and education organization focusing on urban issues and demographic change.

7. RELEVANT PROJECTS/SERVICES

CITY OF BALDWIN PARK

Mr. Benjamin Martinez, Director of Community Development

(626.960.4011 x477) bmartinez@baldwinpark.com

Term of Service: May, 2004 to November 16, 2005; December 2019-Present

JWA Team Member: Jack Wong, Maribel Aldana, Bill Chow

Service Provided:

- Secured grant funding and co-managing Downtown TOD Specific Plan Update, project-level EIR for specific mixed-use sites.
- Interim Community Development Director and Housing Authority Director, contract planning and economic development related services
- Reviewed proposed planning projects: housing, commercial retail, and light industrial
- Completed revitalization development concept for downtown district
- Conducted project negotiations and public meetings with community groups
- Managed adoption of redevelopment project area expansion
- Prepared, reviewed, and presented staff reports at Planning Commission, Redevelopment Agency, and City Council meetings
- Supervised CDBG/HOME Program

CITY OF EL SEGUNDO

Mr. Paul Samaras, Principal Planner (310.524.2340)

psamaras@elsegundo.org

Term of Service: July 2019- Present

JWA Team Member: Jack Wong

Service Provided:

- Project management services for Pacific Coast Commons Mixed-Use Project, developer negotiations, site plan review, community outreach, Specific Plan, Development Agreement, General Plan and Zoning Code amendments, program and project-level EIR (263 housing units- market and affordable- and 18,000 square feet of retail on 3.84 ac site)

CITY OF SANTA FE SPRINGS

Mr. Wayne Morrel, Director of Planning (562) 868.0511

waynemorrell@santafesprings.org

Term of Service: September 2013 - Present

JWA Team Member: Jack Wong

Services Provided:

- Secured grants funding and co-managing comprehensive General Plan Update and Zoning Code amendment, and EIR for specific housing overlay sites.
- Conducted project negotiations for hotel, housing, mixed-use and commercial retail projects
- Prepared Requests for Proposals, Exclusive Negotiating Agreements, and revised Development Agreements
- Provided economic development assistance and project review and planning-related services for hotel, housing, and retail projects
- Managed the solicitation and negotiations with prospective consultants for updating the General Plan and new plan elements
- Managed the solicitation and completion of hotel market study
- Updated economic development web pages and provided digital marketing strategies and videos to recruit businesses
- Attended project development meetings with developers, Planning Director, City Manager and City Council sub-committees

CITY OF SAN FERNANDO

Mr. Nick Kimball, City Manager (818.898.1200) nkimball@sfcity.org

Term of Service: July 5, 2017- January 23, 2018

JWA Team Member: Jack Wong

Service Provided:

- Interim Community Development Director, contract planning and economic development related services
- Completed adoption of Corridor TOD Specific Plan, amendments to the General Plan and Zoning Ordinance, and EIR

- Conducted community workshops and one-to-one stakeholder meetings
- Managed Community Development Department with two vacant staff positions in Planning, and one position in Code Enforcement

CITY OF SAN GABRIEL

Mr. Steve Preston, City Manager (has retired from the City but I can provide other references if requested)

Term of Service: January 7, 2014-January 8, 2015

JWA Team Member: Jack Wong

Service Provided:

- Interim Community Development Director, contract planning and economic development related services
- Completed entitlement for new mixed-use project with 225-room Hyatt Hotel, 87 condominiums, and 56,000 square feet of commercial space within one year
- Managed seven mixed-use projects (454 dwelling units, 107,000 sf commercial); two residential condominium projects (134 dwelling units), 2 medical office projects (36,500 sf commercial), one 10,000 sf retail project, and one 316-room hotel with 8,000 sf retail space
- Managed Community Development Department with Vacant Economic Development Manager, Building Official, and city planner positions

CITY OF HAWTHORNE

Mr. Gregg McClain, Director of Planning (currently the Planning Manager with the City of El Segundo 310. 953.5675)

Term of Service: February 2012 to January 27, 2017

JWA Team Member: Jack Wong, John Oshimo

Services Provided:

- Prepared EIR for Downtown Hawthorne Specific Plan
- Procured two Strategic Growth Council grants for two specific plans: Downtown Hawthorne and Eco-Village Industrial Park

- Provided project management services for the development of the Eco-Village Specific Plan and prepared all State required reporting

CITY OF MONTEREY PARK

Mr. Jim Basham, Director of Community Development (retired; 562.430.4105) Term of Service: September 20, 2006 to January 31, 2017

JWA Team Members: Jack Wong, Rosemary Lackow, Guillermo Arreola, Joe Lambert, Deborah Bradford

Services Provided:

- Updated Zoning Code to include sustainability concepts, illustrations and user friendly format
- Managed the completion of new sustainability general plan elements, Climate Action Plan and GHG Emission Reduction Inventory and adoption of Housing Element
- Monitored compliance of affordable housing projects and completed administrative reports
- Prepared Downtown Commercial Corridor study and analyzed land use, traffic and parking demand issues
- Provided contract staffing for the Planning Manager, Associate Planner, CDBG/HOME, and Residential Rehabilitation Program
- Completed Five-Year Implementation Plan, Consolidated Action Plan, and Analysis of Impediments to Fair Housing
- Prepared three successful planning and implementation grants

CITY OF SOUTH GATE

Joe Perez, Director of Community Development (323) 563-9566 jperez@sogate.org

Term of Service: October 2006 to May 9, 2017; June 14, 2017-March 2019

JWA Team Member: Jack Wong

Services Provided:

- Analyzed and completed streamlined development permitting issuance

system

- Assisted staff with planning analysis and project negotiations for affordable housing and mixed-use development projects
- Managed marketing and implementation of the State Enterprise Zone Program and CDBG/HOME Program
- Procured two successful Strategic Growth Council planning grants for two specific plans, and comprehensive revision of Zoning Ordinance

CITY OF MAYWOOD

David Mango, Planning and Building Manager (323) 562-5721 davidjmango@yahoo.com

Term of Service: January 25, 2005 to April 5, 2006; April 5, 2017-December 30, 2017

JWA Team Member: Jack Wong, John Oshimo

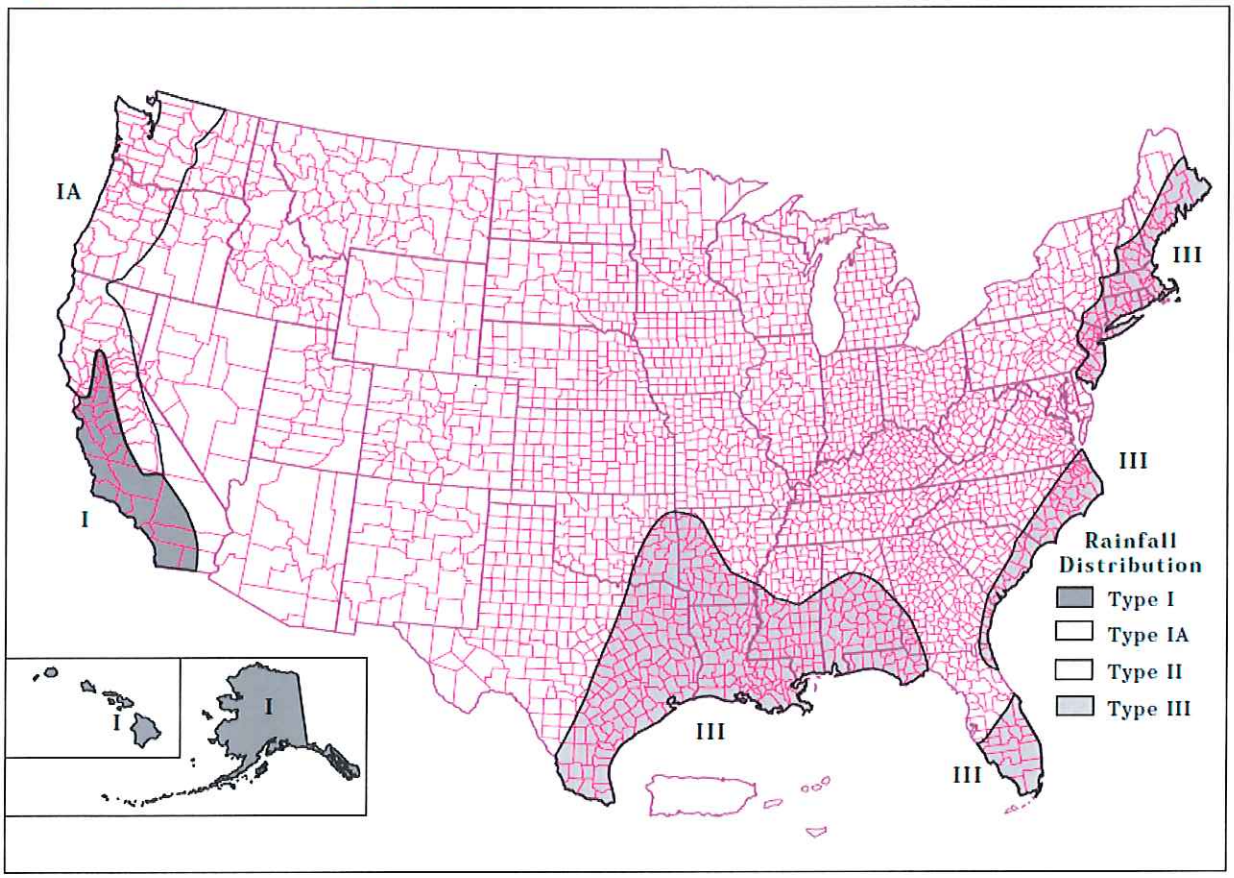
Services Provided:

- Updated Zoning Code for Cannabis operations and processed planning commission cases
- Completed zoning code amendment for commercial and sign chapters
- Managed and developed strategies for housing and redevelopment/economic development programs
- Developed new Commercial and Residential Rehabilitation program and neighborhood revitalization strategy
- Completed commercial corridor revitalization strategy

Even though the Los Angeles Regional Water Quality Control Board does not specify a design storm for capacity assessment of collection systems, a design storm must be accounted for in the hydraulic analysis as required by the State Waste Discharge Requirement (WDR) 2006-003, with which the City must comply. The selection of a design storm is a decision that balances risk of capacity deficiency during a particularly heavy rainfall event versus economic consequences of over-designing the collection system to handle flow that is seen only occasionally. Based on a review of neighboring agencies' planning studies and management plans from 2007 through 2014 and discussion with City staff, a 10-year 24-hour design storm is recommended for the wet weather analysis.

Based on the NOAA's Precipitation Frequency Estimates for the City of El Monte area, the precipitation of a 10-year 24 hour storm was estimated to be 5.17 inch. A synthetic rainfall distribution was developed on an hourly basis based on the Type I synthetic 24-hour rainfall distribution developed by the Natural Resources Conservation Service (NRCS) as Type I represents the Pacific maritime climate with wet winters and dry summers[1]. Figure 5-5 presents the approximate geographic boundaries of the four synthetic 24-hour rainfall distributions that NRCS developed. Figure 5-6 shows the design event rainfall intensity based on the NRCS Type I rainfall distribution.

Figure 5-5. Approximate Geographic Boundaries for NRCS Rainfall Distributions (USDA 1986)



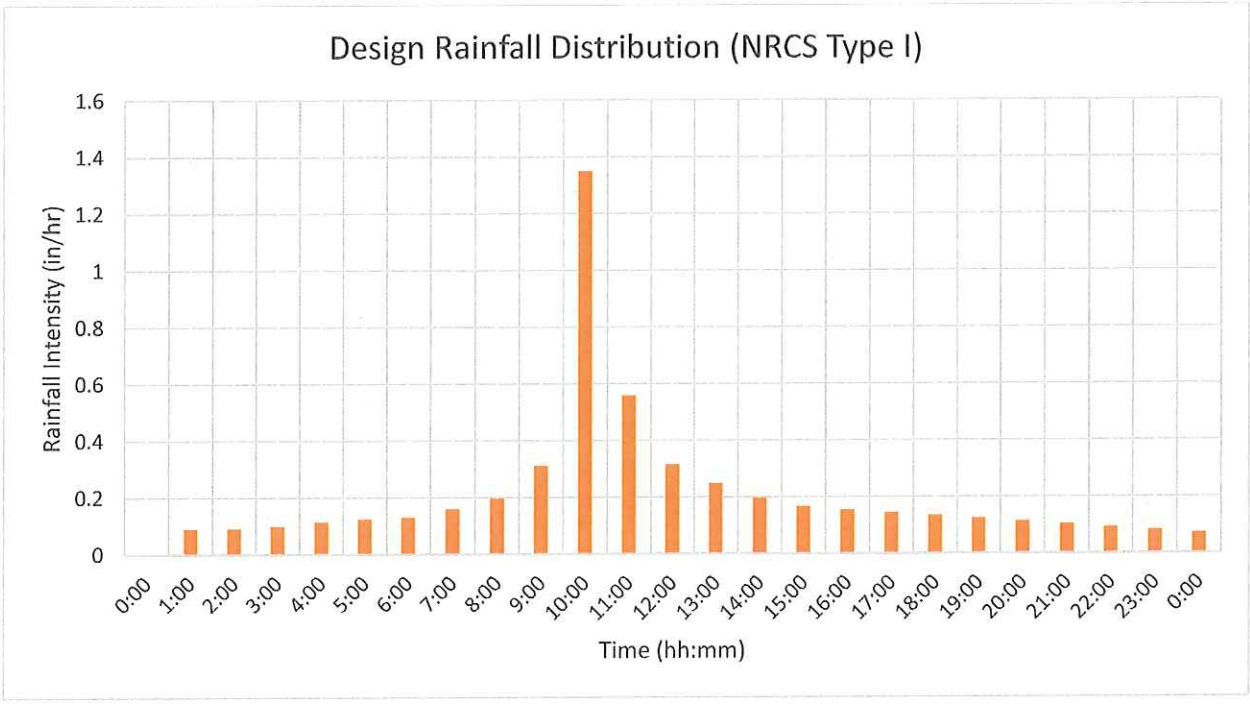


Figure 5-6: Design Rainfall Distribution (NRCS Type I)

5.3.5. Peak Dry Weather Flow (PDWF)

Wastewater flow rates vary by time as different customer types have different daily use patterns, which are referred to as diurnal curves. Because the wastewater generation patterns vary for residential and non-residential sources, two separate diurnal curves were used. Typical residential and non-residential diurnal curves were extracted from flow monitoring data. The normalized diurnal curves for residential and non-residential wastewater flows can be seen in Figure 5-7 and Figure 5-8, respectively. The diurnal curves were not applied to GWI and RDI/I.

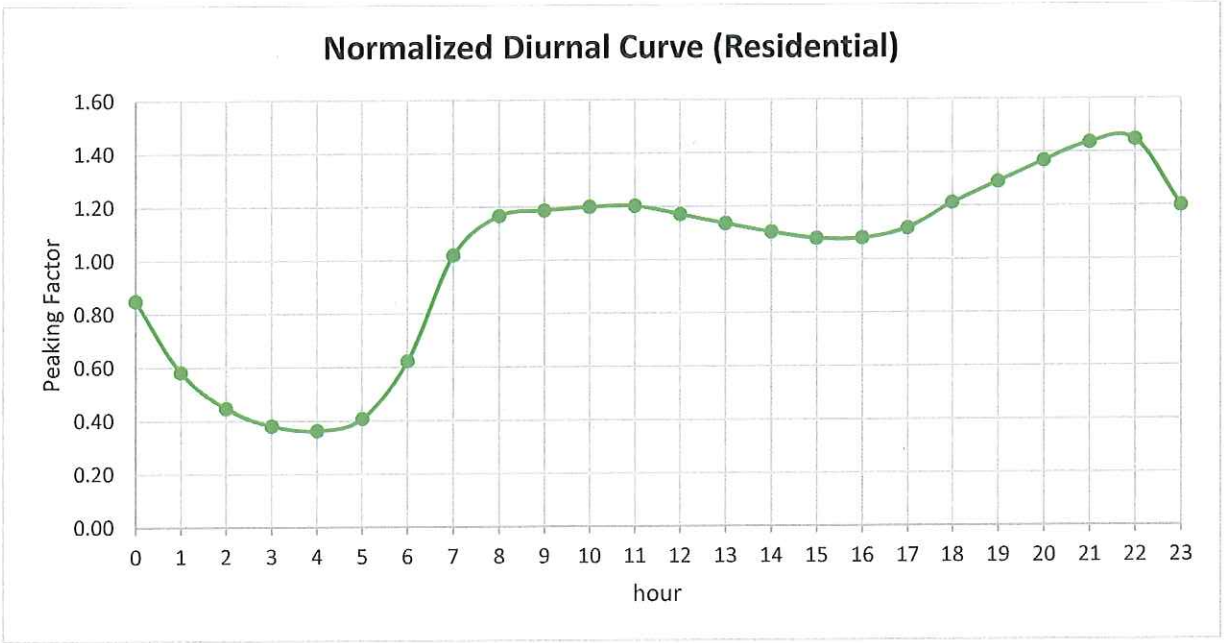


Figure 5-7: Residential Diurnal Curve

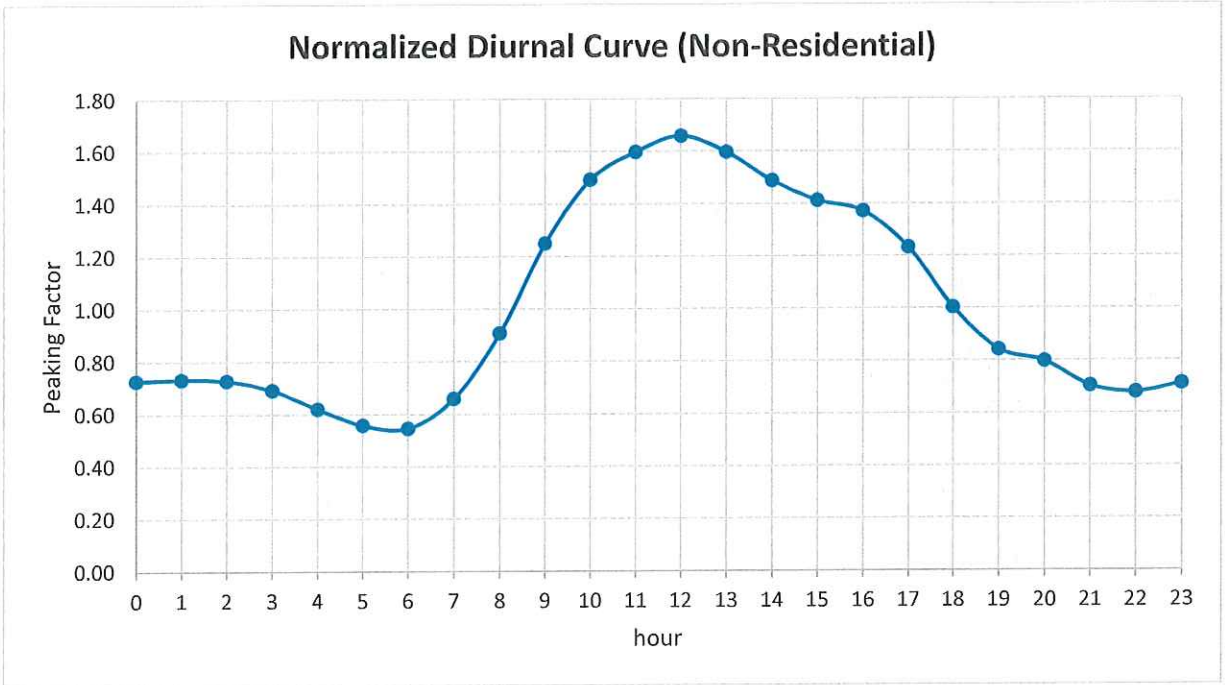


Figure 5-8: Non-Residential Diurnal Curve

5.3.6. Peak Wet Weather Flow (PWWF)

Peak Wet Weather Flow is estimated as Peak Dry Weather Flow (PDWF) plus the 10-year design storm Rainfall Dependent Infiltration/Inflow (RDI/I). The 10-year design storm RDI/I was calculated by extrapolating the estimated RDI/I rates analyzed from the recent storm event assuming that RDI/I is proportional with rainfall intensity. More than 60% of the City's wastewater flows were generated from residential areas, and residential flows were characterized to be peaked at 10:00 pm. To be conservative, the design storm was timed such that the peak RDI/I coincides with the peak dry flow, which is at 10:00 pm in this case. Figure 5-9 shows the design storm RDI/I pattern used in the model. This design storm RDI/I pattern was developed by modifying the design rainfall distribution shown in Figure 5-6 such that the peak RDI/I occurs at 10:00 pm.

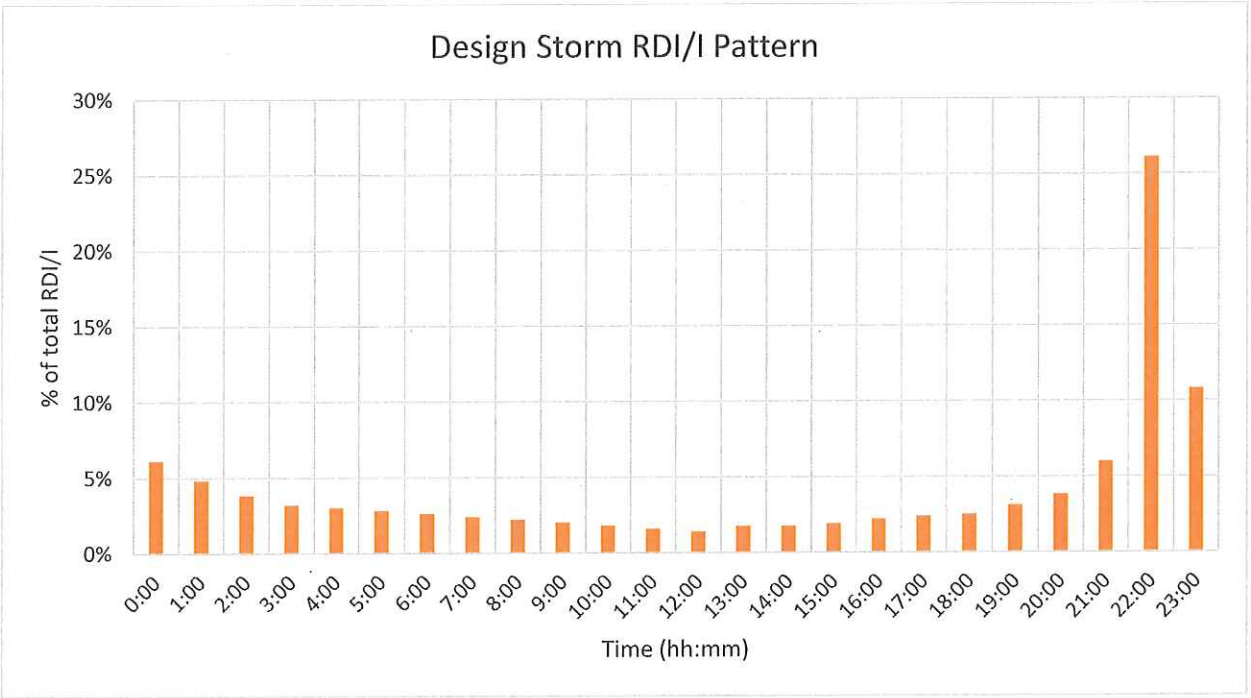


Figure 5-9. Design Storm RDI/I Pattern

6. Hydraulic Model Development

In support of the wastewater master plan, a wastewater collection system hydraulic model was developed to conduct a capacity analysis for the system. InfoSWMM 14.6 Update 2 was selected to build the hydraulic model for the City of El Monte. This platform combines a fully dynamic hydraulic modeling engine developed and approved by the Environmental Protection Agency (EPA) with the GIS integration that can take advantage of the data that the City has built into its sewer system GIS database.

6.1. Physical Data Input

The sewer system GIS database completed at the beginning of the Plan Update was utilized as the basis for the pipeline and manhole model infrastructure. All City owned wastewater facilities, excluding laterals and a few pump stations that serve individual lots, were combined into one completed model. This includes invert elevations, lengths, locations and diameters for approximately 130 miles of gravity mains and five active lift stations. Connections of the City sewer system to the County sewer lines were modeled as outfalls. For sewer assets that are missing hydraulic data, assumptions were made with additional research. Figure 6-1 illustrates the InfoSWMM model of the City's wastewater collection system. Since design data were not available for all lift stations when preparing this master plan, lift stations missing design and operational data were modeled as "ideal pumps", meaning inflows equal outflows. A peaking factor of 4 is applied to the base wastewater flows of the areas that were served by the "ideal pumps". Table 6-1 lists the methods used to model the lift stations.

Table 6-1. Lift Station Model Methods

Lift Station	Serving Area	Lift Station in Model
Lambert	Lambert Park (Park Restrooms)	Point Load
Mountain View High School	Mountain View High School	Point Load
Flair	Surrounding Area	Homa Model AVX446-200/2.8 TV-VM Volts 208 2.8hp
Fine View	Surrounding Area	Homa submersible Pump Model AMX446-240/6.2N FM
Kings Row	Shield of Faith Christian School and the surrounding area	Ideal Pump
Tyler	Surrounding Area	Homa Model AMX446-220/6.2 TU/CFM
Lewis Home	3 connected developments	Ideal Pump

It is recommended that the model be updated with the missing data as it becomes available in the future

Three scenarios were created for the existing, near-term future, and long-term future time frames, and each scenario was analyzed under three flow conditions: Average Dry Weather Flow (ADWF), Peak Dry Weather Flow (PDWF), and Peak Wet Weather Flow (PWWF). These scenarios were loaded with the wastewater flow projections developed on a parcel-level basis as described in Section 5.

6.2. Flow Loading

Wastewater flows from the City were loaded to the model apportioned on a manhole-by-manhole basis. Each parcel was assigned to a tributary manhole in the collection system. The tributary manhole of a parcel would be the upstream manhole of the sewer main that its sewer lateral is connecting to. Sewer flows to each tributary manhole were summed and loaded in the model. It is worth noting that not all city parcels are served by the City's sewer system as discussed in the previous chapter. Figure 6-1 illustrates the parcels that are served by the City's sewer system.

Legend

- Modeled Lift Station
- Modeled Outfall
- Modeled Manhole
- Modeled Gravity Main
- Modeled Force Main
- City Parcels
- City of El Monte Boundary

Infrastructure ENGINEERING CORPORATION

City of El Monte
Wastewater Collection System Master Plan

Modeled Sewer Facilities in InfoSWMM

Figure 6-1

7. Hydraulic Analysis and Results

7.1. Design Criteria

A hydraulic model is the primary tool for evaluating the capacity of the pipes in a sewer collection system. An effective hydraulic model represents collection system facilities and collection system flows for capacity analysis. This chapter describes the selection of system criteria, the development of collection system facilities, and the calculation of flows in the collection system model for the City.

In analyzing a wastewater system, it is necessary to derive standards regarding the amount of flow that may be efficiently conveyed by a given wastewater pipeline. In addition, reliable sewer service should be provided while minimizing excessive wear or energy usage through force mains and lift stations, ***Technical Memorandum No. 3 – Draft Sewer System Design Criteria*** was prepared to discuss the recommended design criteria in detail, which was reviewed and agreed upon by the City staff.

7.1.1. Pipeline Design Criteria

Sizing a new pipeline is based on the Manning's equation and the following design criteria shown in Table 7-1.

Table 7-1: Design Criteria for Pipelines

Gravity Main Requirement	Design Criteria
New Pipeline 12-inch or Smaller in diameter	Peak flow d/D shall not exceed 50%
New Pipeline greater than 12-inch in diameter	Peak flow d/D shall not exceed 75%
Manning's n	0.013
Force Main Requirement	**Design Criteria**
Maximum Allowable Velocity	10 feet per second
Maximum Allowable Headloss	10 feet per 1,000 feet of pipeline
Hazen-Williams C Factor	120

In evaluating the City's existing gravity mains, it is unnecessary to allow an excessive factor of safety as the City's sewer basin is largely built out, and future development patterns are relatively certain. Evaluation should be made on a case-by-case basis including estimated flow rates and impacts to the City's sewer facilities when new wastewater users apply for wastewater service. Existing City-owned sewer gravity mains may be flowing at levels above a d/D of 50% and still be operating satisfactorily. Remaining pipeline capacity, d/D above 75%, has been reserved to handle emergency flows and provide for ventilation within the pipe. To account for the City being mostly built-out and ensure that gravity mains are replaced due to capacity and flow constraints, the following replacement criteria were used:

- For existing gravity main 12-inch in diameter or smaller, maximum d/D under PWWF conditions shall not exceed 70%,
- For existing gravity main greater than 12-inch in diameter, maximum d/D under PWWF conditions shall not exceed 85%.

All pipelines requiring replacement shall be designed in accordance with the City's design criteria. If a gravity main requires upsizing but its immediately downstream pipeline is sufficient in capacity, this downstream pipeline may also be proposed for upsizing for continuity/consistency purposes, that is, to ensure that pipe-reaches increase in diameter as they progress downstream, and prevent, wherever possible, pipe-reaches from fluctuating up and down in diameters as well as to provide design flexibility in the future.

7.1.2. Lift Station Design Criteria

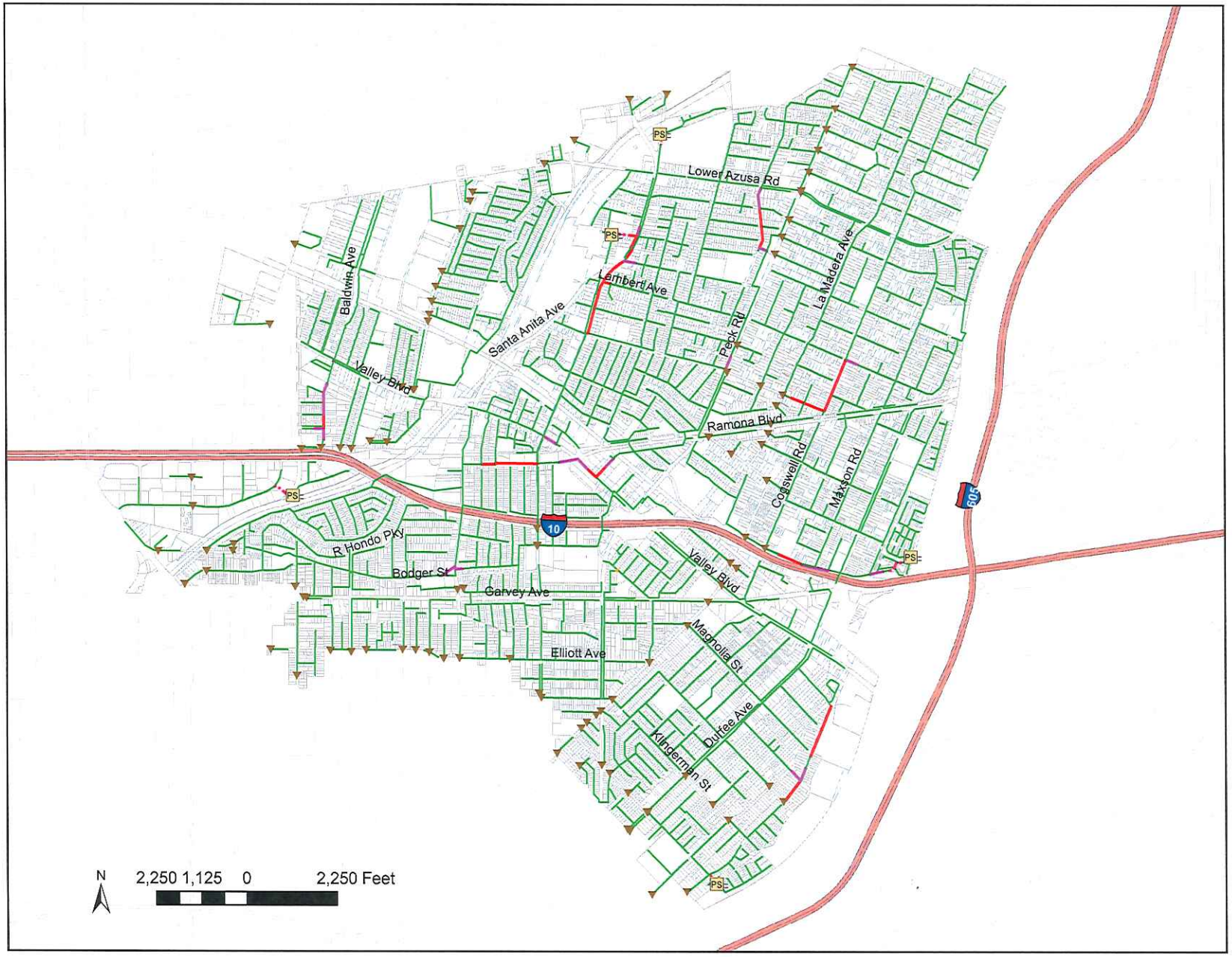
Since not all design and operation data of the City's active lift stations were available when preparing this master plan, evaluation of the City's lift stations is not included in this Plan Update. However, lift station design criteria is recommended herein to provide reference and support for future sewer utility impact studies:

- Lift stations should be sized for the PWWF plus an additional 20% capacity to account for wear, miscellaneous debris, etc. that may reduce pumping performance.
- With the largest capacity pump serving as standby, lift stations should be capable of meeting the following criteria:
  - Maintain the pump manufacturers recommended cycling times for pumping equipment.
  - All lift stations shall incorporate dual force mains beginning from pumps and ending at gravity flows
  - 60% pump efficiency should be assumed, except where other information is available.
  - 90% motor efficiency should be assumed, except where other information is available.
  - Wet well shall be sized to minimize retention time such that maximum pump cycling time (usually at ½ design inflow) is within manufacturer's recommendations.
  - Separate from wet well operating volume, emergency storage volume shall be sufficient to accommodate storage of 6-hour pumping volume at average ultimate flow.

7.2. Results Summary

The hydraulic model was performed under 24-hour simulations with the combined flow components and diurnal curves. Capacity analysis of gravity mains is generally based on the depth of flow to the diameter of the pipe (d/D) under PWWF conditions. Model results for existing, near-term future, and long-term futures under PDWF and PWWF conditions were evaluated to identify the deficient pipelines for each time frame. Figure 7-1 illustrates the locations of the deficient pipelines by planning time frame. Some of the deficient pipelines were affected by their downstream deficient pipelines and will meet the replacement criteria once the downstream deficient pipelines are upsized.

Based on model results, approximately 3.7 miles of gravity main do not satisfy the replacement criteria from existing throughout 2035: 42 gravity main segments do not meet the replacement criteria under PWWF conditions for existing time frame; one additional gravity main segment does not meet the replacement criteria under PWWF conditions for near-term future; and 24 additional gravity main segments fail to meet the replacement criteria under PWWF conditions for long-term future. Table 7-2 lists the maximum flows and maximum d/D ratios of these deficient pipelines.



Legend

- Modeled Lift Station
- Modeled Outfall
- Deficient under Existing PWWF
- Deficient under Near-term Future PWWF
- Deficient under Long-term Future PWWF
- Modeled Force Main
- Modeled Gravity Main
- City Parcels
- City of El Monte Boundary

Infrastructure

City of El Monte
Wastewater Collection System Master Plan

Capacity Deficient Pipelines by Planning Period
Figure 7-1

Table 7-2. Model Results for Deficient Pipelines under PWWF Conditions

ID	Length	Existing Diameter	Slope (%)	Existing PWWF			Near-term Future PWWF			Long-term Future PWWF		
				Max. Flow (mgd)	Max. d/D	Flow Class	Max. Flow (mgd)	Max. d/D	Flow Class	Max. Flow	Max. d/D	Flow Class
GM-D5-046	313.4	8	0.147	0.361	1.000	Exceeds Capacity	0.361	1.000	Exceeds Capacity	0.357	1.000	Exceeds Capacity
GM-D5-070	162.1	8	0.45	0.642	1.000	Exceeds Capacity	0.641	1.000	Exceeds Capacity	0.648	1.000	Exceeds Capacity
GM-D5-071	182.5	8	0.433	0.638	1.000	Exceeds Capacity	0.638	1.000	Exceeds Capacity	0.648	1.000	Exceeds Capacity
GM-E5-001	249.6	8	0.589	0.635	1.000	Exceeds Capacity	0.635	1.000	Exceeds Capacity	0.654	1.000	Exceeds Capacity
GM-E5-011	152.1	10	0.197	0.679	1.000	Exceeds Capacity	0.677	1.000	Exceeds Capacity	0.683	1.000	Exceeds Capacity
GM-E5-012	152.9	8	0.589	0.621	1.000	Exceeds Capacity	0.622	1.000	Exceeds Capacity	0.651	1.000	Exceeds Capacity
GM-E5-022	188.6	10	0.201	0.680	1.000	Exceeds Capacity	0.680	1.000	Exceeds Capacity	0.680	1.000	Exceeds Capacity
GM-E5-046	349.5	10	0.197	0.682	1.000	Exceeds Capacity	0.683	1.000	Exceeds Capacity	0.679	1.000	Exceeds Capacity
GM-G4-049	544.6	8	0.053	0.557	1.000	Exceeds Capacity	0.552	1.000	Exceeds Capacity	0.540	1.000	Exceeds Capacity
GM-G5-038	482.0	8	0.156	0.298	1.000	Backwater	0.298	1.000	Backwater	0.316	1.000	Exceeds Capacity
GM-G5-039	379.0	8	0.156	0.309	1.000	Backwater	0.309	1.000	Backwater	0.313	1.000	Exceeds Capacity
GM-G5-042	264.0	8	0.106	0.304	0.998	Free Surface	0.304	0.995	Free Surface	0.304	1.000	Exceeds Capacity
GM-J7-019	325.0	8	0.2	0.360	0.908	Free Surface	0.372	0.964	Free Surface	0.443	1.000	Exceeds Capacity
GM-J7-018	350.0	8	0.2	0.350	0.846	Free Surface	0.362	0.919	Free Surface	0.431	1.000	Exceeds Capacity
GM-J7-016	346.0	8	0.199	0.344	0.815	Free Surface	0.356	0.860	Free Surface	0.428	1.000	Exceeds Capacity
GM-K6-028	335.6	8	0.396	0.465	0.763	Free Surface	0.476	0.782	Free Surface	0.576	1.000	Exceeds Capacity
GM-G4-067	350.0	8	0.231	0.612	0.911	Free Surface	0.627	0.919	Free Surface	0.674	0.985	Free Surface
GM-E5-050	329.5	10	0.2	0.720	0.982	Free Surface	0.719	0.982	Free Surface	0.705	0.975	Free Surface
GM-F7-036	270.8	12	0.281	1.181	0.834	Free Surface	1.185	0.836	Free Surface	1.297	0.961	Free Surface
GM-F7-051	269.1	12	0.279	1.176	0.792	Free Surface	1.180	0.795	Free Surface	1.293	0.943	Free Surface
GM-D5-065	257.0	8	0.393	0.265	0.762	Free Surface	0.265	0.762	Free Surface	0.305	0.935	Free Surface
GM-F7-054	203.5	12	0.28	1.171	0.789	Free Surface	1.174	0.791	Free Surface	1.291	0.921	Free Surface
GM-G5-043	364.0	8	0.299	0.297	0.804	Free Surface	0.296	0.803	Free Surface	0.319	0.921	Free Surface
GM-H6-038	331.7	8	0.238	0.369	0.785	Free Surface	0.369	0.785	Free Surface	0.411	0.903	Free Surface
GM-G4-070	518.5	8	0.984	0.550	0.882	Free Surface	0.547	0.885	Free Surface	0.531	0.902	Free Surface
GM-F7-030	238.5	12	0.281	1.168	0.785	Free Surface	1.171	0.787	Free Surface	1.291	0.901	Free Surface
GM-G2-005	23.3	10	0.215	0.554	0.798	Free Surface	0.566	0.811	Free Surface	0.642	0.897	Free Surface
GM-D5-042	236.0	8	0.364	0.104	0.664	Free Surface	0.104	0.663	Free Surface	0.235	0.892	Free Surface
GM-G2-001	31.1	10	0.193	0.554	0.783	Free Surface	0.566	0.796	Free Surface	0.642	0.890	Free Surface
GM-F7-023	338.1	12	0.278	1.123	0.771	Free Surface	1.127	0.774	Free Surface	1.246	0.870	Free Surface
GM-F7-016	325.0	12	0.277	1.117	0.758	Free Surface	1.120	0.760	Free Surface	1.240	0.844	Free Surface
GM-K6-037	290.0	8	0.393	0.473	0.741	Free Surface	0.484	0.757	Free Surface	0.584	0.838	Free Surface
GM-F7-004	291.3	12	0.278	1.109	0.754	Free Surface	1.113	0.756	Free Surface	1.231	0.838	Free Surface
GM-G2-009	296.3	10	0.226	0.546	0.730	Free Surface	0.559	0.743	Free Surface	0.634	0.830	Free Surface
GM-K6-023	329.6	8	0.234	0.035	0.352	Free Surface	0.035	0.359	Free Surface	0.064	0.829	Free Surface
GM-K7-002	330.7	8	0.203	0.365	0.751	Free Surface	0.376	0.768	Free Surface	0.448	0.820	Free Surface
GM-E5-065	324.5	10	0.197	0.723	0.861	Free Surface	0.723	0.862	Free Surface	0.707	0.814	Free Surface

Table 7-2. Model Results for Deficient Pipelines under PWWF Conditions

ID	Length	Existing Diameter	Slope (%)	Existing PWWF			Near-term Future PWWF			Long-term Future PWWF		
				Max. Flow (mgd)	Max. d/D	Flow Class	Max. Flow (mgd)	Max. d/D	Flow Class	Max. Flow	Max. d/D	Flow Class
GM-G5-040	269.3	8	0.171	0.288	0.691	Free Surface	0.288	0.691	Free Surface	0.317	0.795	Free Surface
GM-D6-045	340.6	8	0.238	0.336	0.739	Free Surface	0.336	0.739	Free Surface	0.367	0.795	Free Surface
GM-K6-018	339.4	8	1.108	0.420	0.578	Free Surface	0.431	0.589	Free Surface	0.532	0.793	Free Surface
GM-F6-052	353.1	12	0.28	1.199	0.728	Free Surface	1.203	0.729	Free Surface	1.318	0.789	Free Surface
GM-E5-013	194.9	8	0.251	0.065	0.826	Free Surface	0.065	0.826	Free Surface	0.071	0.785	Free Surface
GM-H6-029	350.0	8	0.237	0.373	0.727	Free Surface	0.373	0.727	Free Surface	0.413	0.782	Free Surface
GM-H4-058	170.4	12	0.235	0.149	0.574	Free Surface	0.150	0.634	Free Surface	0.161	0.773	Free Surface
GM-D6-050	210.8	8	0.237	0.338	0.718	Free Surface	0.338	0.718	Free Surface	0.369	0.772	Free Surface
GM-D5-072	283.7	8	0.388	0.026	0.589	Free Surface	0.026	0.587	Free Surface	0.058	0.771	Free Surface
GM-D6-034	208.7	8	0.244	0.324	0.716	Free Surface	0.324	0.716	Free Surface	0.354	0.771	Free Surface
GM-H7-090	318.2	8	0.346	0.365	0.683	Free Surface	0.365	0.683	Free Surface	0.408	0.762	Free Surface
GM-D6-021	245.2	8	0.237	0.322	0.705	Free Surface	0.322	0.705	Free Surface	0.351	0.757	Free Surface
GM-H7-070	350.0	8	0.24	0.282	0.695	Free Surface	0.282	0.695	Free Surface	0.317	0.753	Free Surface
GM-F2-028	243.9	10	0.201	0.505	0.667	Free Surface	0.517	0.678	Free Surface	0.589	0.748	Free Surface
GM-H5-042	27.7	8	0.216	0.245	0.627	Free Surface	0.302	0.721	Free Surface	0.318	0.747	Free Surface
GM-F2-032	310.7	10	0.238	0.527	0.657	Free Surface	0.539	0.668	Free Surface	0.613	0.740	Free Surface
GM-D6-014	318.4	8	0.242	0.304	0.690	Free Surface	0.304	0.690	Free Surface	0.332	0.739	Free Surface
GM-H7-064	45.5	8	0.242	0.358	0.667	Free Surface	0.358	0.667	Free Surface	0.400	0.737	Free Surface
GM-F7-005	304.9	10	0.2	0.452	0.661	Free Surface	0.456	0.664	Free Surface	0.502	0.733	Free Surface
GM-G2-004	224.0	8	0.201	0.012	0.667	Free Surface	0.013	0.675	Free Surface	0.015	0.727	Free Surface
GM-G2-013	276.7	10	0.199	0.565	0.649	Free Surface	0.577	0.658	Free Surface	0.655	0.719	Free Surface
GM-F3-038	257.1	10	0.241	0.471	0.641	Free Surface	0.483	0.652	Free Surface	0.550	0.718	Free Surface
GM-D6-003	214.3	8	0.238	0.300	0.670	Free Surface	0.300	0.670	Free Surface	0.327	0.716	Free Surface
GM-F3-029	49.8	8	0.341	0.407	0.642	Free Surface	0.419	0.654	Free Surface	0.481	0.713	Free Surface
GM-E5-069	44.1	10	0.272	0.953	0.766	Free Surface	0.953	0.766	Free Surface	0.848	0.712	Free Surface
GM-F6-012	331.1	8	2.961	0.434	0.695	Free Surface	0.434	0.695	Free Surface	0.463	0.703	Free Surface
GM-G4-011	383.0	8	0.222	0.043	0.614	Free Surface	0.054	0.630	Free Surface	0.125	0.701	Free Surface
GM-H4-055	390.2	12	0.297	0.403	0.526	Free Surface	0.471	0.574	Free Surface	0.656	0.701	Free Surface
GM-H7-062	283.6	8	0.314	0.361	0.646	Free Surface	0.361	0.646	Free Surface	0.404	0.701	Free Surface
GM-D6-060	200.0	8	0.26	0.341	0.658	Free Surface	0.341	0.658	Free Surface	0.372	0.700	Free Surface

8. Recommended Capital Improvement Projects (CIP)

8.1. Summary

Results of the hydraulic analysis presented in Chapter 7 were utilized to develop a phased and prioritized hydraulic capacity based Capital Improvement Program (CIP). There are two main elements of the CIP: analysis and cost estimation. The analysis phase consists of evaluating the wastewater collections system at different time frames and under various operational scenarios. Construction costs were estimated for the proposed facilities in terms of dollar value in 2017. The cost estimates are provided for planning purposes and represent "Class 4 for Studies or Feasibility Report" Level costs as established by the American Association of Cost Engineers (AACE), with an accuracy of +50% to -30%.

8.2. Unit Costs

Unit costs used to develop capital cost estimates for proposed facilities were developed using the Engineering News Record Construction Cost Index (ENR-CCI) and recent bid results for projects of a similar nature. These estimates are based on the best available data at the time of this report; however, since prices of materials and labor fluctuate with time, new estimates should be obtained during the preliminary design of proposed facilities to confirm budget amounts. Recent market trends have indicated substantial volatility in the price of construction materials such as steel and concrete. These factors, coupled with the high level of similar work currently being performed, have on occasion resulted in a generally unpredictable bidding environment.

The Engineering News Record Construction Cost Index for the Los Angeles, California area (ENR-CCI-LA) was 11,935.8 of December 2017. Table 8-1 listed the updated unit construction costs for the wastewater pipeline improvements by size.

Table 8-1: Gravity Main Unit Costs

Diameter (in.)	Construction Unit Cost ($/LF)
10	179
12	189
15	203
18	219

Baseline construction costs for the proposed sewer improvements were calculated directly using the unit costs listed in Table 8-1. A 30% construction contingency was applied to the baseline construction cost to account for unknown site conditions and other unforeseen events. Adding to the baseline construction cost results in the Estimated Construction Costs for the proposed sewer pipeline improvements.

Engineering, construction phase professional, and administration services contingencies were included as a percentage of the Estimated Construction Cost. A 10% contingency was applied to the Estimated Construction Cost to account for the costs associated with engineering services such as planning and design reports, Right of Way (ROW) acquisition, design, permits, surveying, geotechnical investigation, etc. Another 10% contingency was applied to the Estimated Construction Costs to account for the costs associated with construction phase professional services such as construction management, materials testing, inspection, engineering services (submittal reviews, as-built), etc. A 7.5% contingency was applied to the Estimated Construction Cost to account for costs associated with the project administration services such as legal fees, CEQA compliance/Environmental Approval Process, financing expenses, administrative costs, etc.

8.3. Proposed Wastewater Collection System Improvements and Cost Estimates

Proposed wastewater pipeline improvements were prioritized with phases and were assigned with project numbers, as shown in Figure 8-1. The pipeline improvements were separated into 13 projects, comprising approximately 4.1% of the City's total gravity mains. Figures 8-1A to 8-1J show the individual pipeline improvement projects in detail. A majority of the pipeline improvements are upsizing existing gravity mains to provide sufficient capacity for future growth. Two alternatives were proposed with Project 9, that is, either Project 9 plus Project 9a or Project 9 plus Project 9b, as shown in Figure 8-1. Project 9a includes one new pipeline added near the Amador Street and Santa Anita Avenue to divert flows from the existing 15-inch lines westerly into sewers in Brockway Street and upsizing the existing gravity mains in Brockway St. Project 9b includes upsizing gravity mains in Santa Anita Avenue and gravity mains downstream flowing northwesterly to the county line. Since Project 9b requires longer pipeline improvements, situates in busier streets, and is within more easements, it is not recommended as the primary alternative. The primary alternative for Project 9 is Project 9 plus Project 9a, and is used to estimate the costs.

Project 1 to Project 7 are recommended for the existing phase (to meet existing PWWF), Project 8 is recommended for the near-term future phase, and Project 9 to Project 13 are recommended for the long-term future phase. Table 8-2 presents the improvement projects and their associated cost estimates. Cost estimates provided herein are in planning level and should be verified and updated during the preliminary design phase of each project

Table 8-2: Proposed Pipeline Improvements and Cost Estimates

ID	Exist. Diameter (in.)	Proposed Diameter (in)	Length (ft)	CIP Project	Phase	Unit Construction Cost ($/LF)	Baseline Construction Cost ($)	Construction Contingency [30%] ($)	Estimated Construction Cost ($)	Engineering Cost [10%] ($)	Construction Management [10%] ($)	Project Administration [7.5%] ($)	Capital Improvement Cost ($)
GM-E5-001	8	12	249.6	1	Existing	189	47,178	14,153	61,332	6,133	6,133	4,600	78,198
GM-E5-012	8	12	152.9	1	Existing	189	28,902	8,671	37,572	3,757	3,757	2,818	47,905
GM-E5-011	10	15	152.1	1	Existing	203	30,883	9,265	40,148	4,015	4,015	3,011	51,189
GM-E5-022	10	15	188.6	1	Existing	203	38,286	11,486	49,772	4,977	4,977	3,733	63,459
GM-E5-046	10	15	349.5	1	Existing	203	70,940	21,282	92,223	9,222	9,222	6,917	117,584
GM-E5-050	10	15	329.5	1	Existing	203	66,884	20,065	86,949	8,695	8,695	6,521	110,860
GM-E5-069	10	15	44.1	1	Existing	203	8,949	2,685	11,634	1,163	1,163	873	14,833
GM-E5-065	10	15	324.5	1	Existing	203	65,876	19,763	85,638	8,564	8,564	6,423	109,189
GM-D5-071	8	12	182.5	1	Existing	189	34,502	10,351	44,852	4,485	4,485	3,364	57,187
GM-D5-070	8	12	162.1	1	Existing	189	30,640	9,192	39,832	3,983	3,983	2,987	50,785
GM-D5-063	10	12	83.3	1	Existing	189	15,741	4,722	20,463	2,046	2,046	1,535	26,090
GM-D5-046	8	12	313.4	1	Existing	189	59,229	17,769	76,998	7,700	7,700	5,775	98,172
GM-D5-058	8	12	286.1	1	Existing	189	54,078	16,224	70,302	7,030	7,030	5,273	89,635
GM-D5-064	8	12	43.6	1	Existing	189	8,235	2,470	10,705	1,071	1,071	803	13,649
Project 1 Subtotal												***$***	***928,733***
GM-G2-001	10	15	31.1	2	Existing	203	6,322	1,897	8,219	822	822	616	10,479
GM-G2-009	10	15	296.3	2	Existing	203	60,156	18,047	78,203	7,820	7,820	5,865	99,709
GM-F2-028	10	15	243.9	2	Existing	203	49,519	14,856	64,375	6,438	6,438	4,828	82,079
GM-F2-032	10	15	310.7	2	Existing	203	63,072	18,922	81,994	8,199	8,199	6,150	104,542
GM-G2-013	10	15	276.7	2	Existing	203	56,179	16,854	73,033	7,303	7,303	5,477	93,117
GM-G2-005	10	15	23.3	2	Existing	203	4,721	1,416	6,137	614	614	460	7,825
GM-G2-024	10	15	208.0	2	Existing	203	42,229	12,669	54,897	5,490	5,490	4,117	69,994
Project 2 Subtotal												***$***	***467,744***
GM-G5-038	8	15	482.0	3	Existing	203	97,846	29,354	127,200	12,720	12,720	9,540	162,180
GM-G5-039	8	15	379.0	3	Existing	203	76,937	23,081	100,018	10,002	10,002	7,501	127,523
GM-G4-073	8	15	6.7	3	Existing	203	1,363	409	1,772	177	177	133	2,260
GM-G4-063	8	15	531.9	3	Existing	203	107,980	32,394	140,374	14,037	14,037	10,528	178,977

Table 8-2: Proposed Pipeline Improvements and Cost Estimates

ID	Exist. Diameter (in.)	Proposed Diameter (in)	Length (ft)	CIP Project	Phase	Unit Construction Cost ($/LF)	Baseline Construction Cost ($)	Construction Contingency [30%] ($)	Estimated Construction Cost ($)	Engineering Cost [10%] ($)	Construction Management [10%] ($)	Project Administration [7.5%] ($)	Capital Improvement Cost ($)
GM-G4-067	8	15	350.0	3	Existing	203	71,050	21,315	92,365	9,237	9,237	6,927	117,765
GM-G4-070	8	15	518.5	3	Existing	203	105,256	31,577	136,832	13,683	13,683	10,262	174,461
GM-G4-049	8	15	544.6	3	Existing	203	110,548	33,164	143,712	14,371	14,371	10,778	183,233
GM-G4-046	10	15	26.0	3	Existing	203	5,278	1,583	6,861	686	686	515	8,748
GM-G5-042	8	15	264.0	3	Existing	203	53,599	16,080	69,679	6,968	6,968	5,226	88,841
GM-G5-043	8	15	364.0	3	Existing	203	73,892	22,168	96,060	9,606	9,606	7,204	122,476
GM-G5-040	8	15	269.3	3	Existing	203	54,665	16,399	71,064	7,106	7,106	5,330	90,607
Project 3 Subtotal												***$***	***1,257,072***
GM-F7-036	12	15	270.8	4	Existing	203	54,963	16,489	71,451	7,145	7,145	5,359	91,100
GM-F6-045	12	15	193.0	4	Existing	203	39,170	11,751	50,921	5,092	5,092	3,819	64,924
GM-F6-052	12	15	353.1	4	Existing	203	71,669	21,501	93,170	9,317	9,317	6,988	118,792
GM-F7-004	12	15	291.3	4	Existing	203	59,126	17,738	76,864	7,686	7,686	5,765	98,002
GM-F7-016	12	15	325.0	4	Existing	203	65,975	19,792	85,767	8,577	8,577	6,433	109,354
GM-F7-054	12	15	203.5	4	Existing	203	41,313	12,394	53,707	5,371	5,371	4,028	68,476
GM-F7-030	12	15	238.5	4	Existing	203	48,424	14,527	62,951	6,295	6,295	4,721	80,262
GM-F7-023	12	15	338.1	4	Existing	203	68,626	20,588	89,214	8,921	8,921	6,691	113,748
GM-F7-051	12	15	269.1	4	Existing	203	54,629	16,389	71,018	7,102	7,102	5,326	90,548
Project 4 Subtotal												***$***	***835,206***
GM-H6-029	8	12	350.0	5	Existing	189	66,150	19,845	85,995	8,600	8,600	6,450	109,644
GM-H6-038	8	12	331.7	5	Existing	189	62,701	18,810	81,511	8,151	8,151	6,113	103,926
GM-H7-090	8	12	318.2	5	Existing	189	60,149	18,045	78,194	7,819	7,819	5,865	99,697
GM-H6-020	8	12	30.0	5	Existing	189	5,676	1,703	7,379	738	738	553	9,408
GM-H6-027	8	12	320.0	5	Existing	189	60,480	18,144	78,624	7,862	7,862	5,897	100,246
Project 5 Subtotal												***$***	***422,921***
GM-K7-002	8	12	330.7	6	Existing	189	62,502	18,751	81,253	8,125	8,125	6,094	103,598
GM-J7-019	8	12	325.0	6	Existing	189	61,425	18,427	79,852	7,985	7,985	5,989	101,812
GM-J7-018	8	12	350.0	6	Existing	189	66,150	19,845	85,995	8,599	8,599	6,450	109,644
GM-J7-016	8	12	346.0	6	Existing	189	65,394	19,618	85,012	8,501	8,501	6,376	108,391

Table 8-2: Proposed Pipeline Improvements and Cost Estimates

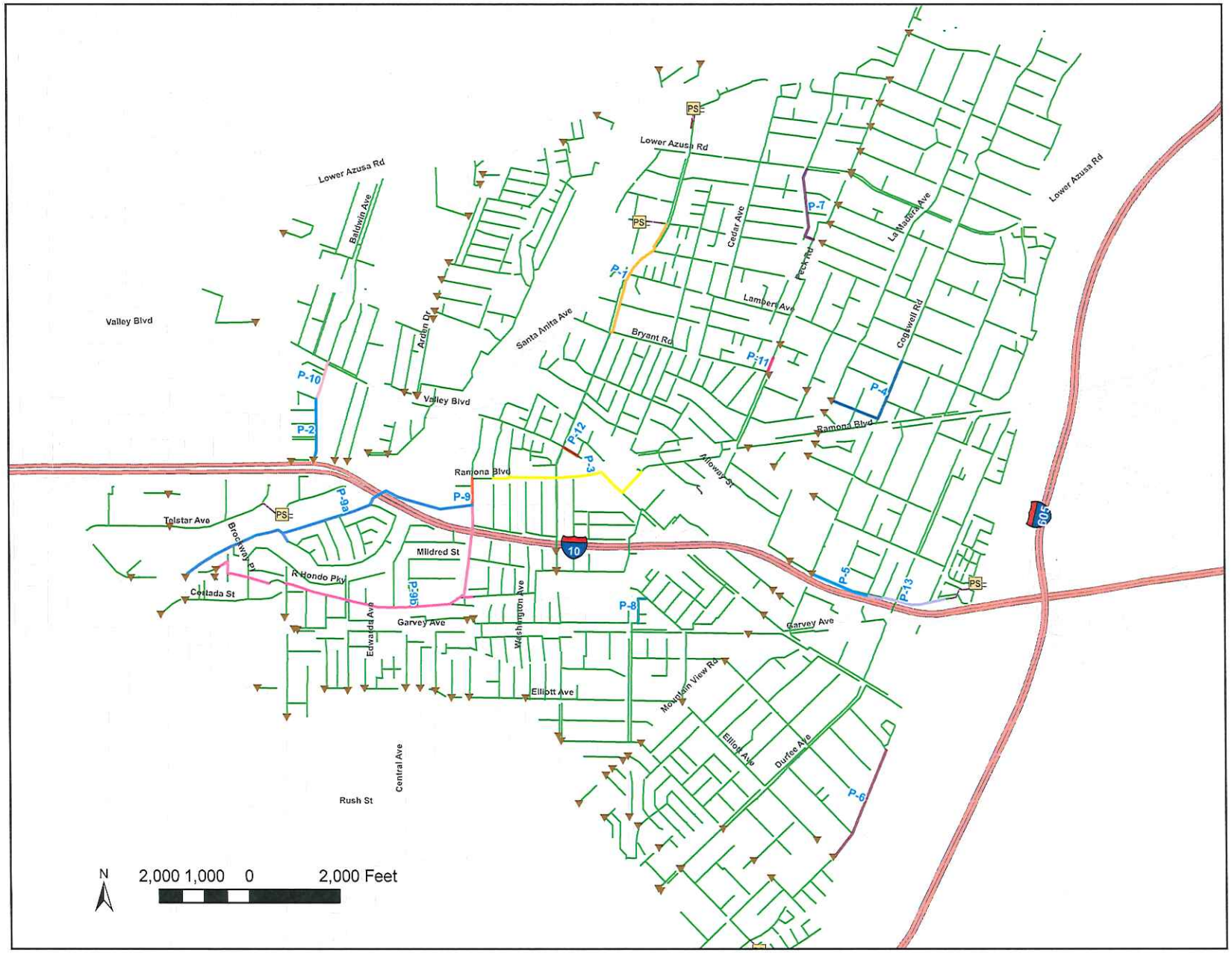
ID	Exist. Diameter (in.)	Proposed Diameter (in)	Length (ft)	CIP Project	Phase	Unit Construction Cost ($/LF)	Baseline Construction Cost ($)	Construction Contingency [30%] ($)	Estimated Construction Cost ($)	Engineering Cost [10%] ($)	Construction Management [10%] ($)	Project Administration [7.5%] ($)	Capital Improvement Cost ($)
GM-K6-037	8	12	290.0	6	Existing	189	54,810	16,443	71,253	7,125	7,125	5,344	90,848
GM-K6-041	8	12	29.9	6	Existing	189	5,658	1,697	7,356	736	736	552	9,378
GM-K6-028	8	12	335.6	6	Existing	189	63,434	19,030	82,464	8,246	8,246	6,185	105,142
GM-K6-018	8	12	339.4	6	Existing	189	64,141	19,242	83,383	8,338	8,338	6,254	106,314
GM-K6-043	8	12	309.6	6	Existing	189	58,508	17,552	76,060	7,606	7,606	5,705	96,977
Project 6 Subtotal												***$***	***832,102***
GM-D6-003	8	10	214.3	7	Existing	179	38,364	11,509	49,873	4,987	4,987	3,740	63,588
GM-D6-014	8	10	318.4	7	Existing	179	56,998	17,099	74,097	7,410	7,410	5,557	94,474
GM-D6-034	8	12	208.7	7	Existing	189	39,439	11,832	51,271	5,127	5,127	3,845	65,371
GM-D6-021	8	12	245.2	7	Existing	189	46,342	13,903	60,245	6,024	6,024	4,518	76,812
GM-D6-045	8	12	340.6	7	Existing	189	64,367	19,310	83,677	8,368	8,368	6,276	106,688
GM-D6-050	8	12	210.8	7	Existing	189	39,845	11,953	51,798	5,180	5,180	3,885	66,043
GM-D6-060	8	12	200.0	7	Existing	189	37,800	11,340	49,140	4,914	4,914	3,685	62,653
Project 7 Subtotal												***$***	***535,629***
EXISTING PHASE SUBTOTAL												***$***	***5,279,408***
GM-H5-057	8	12	195.6	8	Near-term	189	36,973	11,092	48,065	4,806	4,806	3,605	61,282
GM-H5-049	8	12	342.0	8	Near-term	189	64,634	19,390	84,024	8,402	8,402	6,302	107,130
GM-H5-040	8	12	162.7	8	Near-term	189	30,751	9,225	39,976	3,998	3,998	2,998	50,970
GM-H5-042	8	12	27.7	8	Near-term	189	5,242	1,573	6,815	681	681	511	8,689
Project 8 Subtotal												***$***	***228,071***
NEAR-TERM FUTURE PHASE SUBTOTAL												***$***	***228,071***
GM-G4-039	15	18	410.1	9	Long-term	219	89,802	26,941	116,743	11,674	11,674	8,756	148,847
GM-G4-072	15	18	168.3	9	Long-term	219	36,863	11,059	47,922	4,792	4,792	3,594	61,100
GM-H2-009	8	15	209.0	9a	Long-term	203	42,418	12,725	55,143	5,514	5,514	4,136	70,308
GM-G3-001	12	18	334.9	9a	Long-term	219	73,350	22,005	95,355	9,536	9,536	7,152	121,578
GM-G3-051	8	18	327.6	9a	Long-term	219	71,753	21,526	93,278	9,328	9,328	6,996	118,930
GM-G3-057	8	18	242.4	9a	Long-term	219	53,095	15,928	69,023	6,902	6,902	5,177	88,004
GM-G3-052	8	18	300.0	9a	Long-term	219	65,700	19,710	85,410	8,541	8,541	6,406	108,898

Table 8-2: Proposed Pipeline Improvements and Cost Estimates

ID	Exist. Diameter (in.)	Proposed Diameter (in)	Length (ft)	CIP Project	Phase	Unit Construction Cost ($/LF)	Baseline Construction Cost ($)	Construction Contingency [30%] ($)	Estimated Construction Cost ($)	Engineering Cost [10%] ($)	Construction Management [10%] ($)	Project Administration [7.5%] ($)	Capital Improvement Cost ($)
GM-G3-058	8	18	168.1	9a	Long-term	219	36,803	11,041	47,844	4,784	4,784	3,588	61,001
GM-G3-023	12	18	365.6	9a	Long-term	219	80,066	24,020	104,086	10,409	10,409	7,806	132,710
GM-G3-013	12	18	365.2	9a	Long-term	219	79,988	23,996	103,984	10,398	10,398	7,799	132,579
GM-H2-005	12	18	123.4	9a	Long-term	219	27,017	8,105	35,122	3,512	3,512	2,634	44,781
GM-H2-004	12	18	191.0	9a	Long-term	219	41,829	12,549	54,378	5,438	5,438	4,078	69,332
GM-H2-007	12	18	324.9	9a	Long-term	219	71,160	21,348	92,508	9,251	9,251	6,938	117,947
GM-H2-014	12	18	131.7	9a	Long-term	219	28,850	8,655	37,505	3,751	3,751	2,813	47,819
GM-H2-016	12	18	218.9	9a	Long-term	219	47,931	14,379	62,310	6,231	6,231	4,673	79,446
GM-H2-003	12	18	301.3	9a	Long-term	219	65,985	19,795	85,780	8,578	8,578	6,434	109,370
GM-H2-008	12	18	347.1	9a	Long-term	219	76,008	22,803	98,811	9,881	9,881	7,411	125,984
GM-H2-006	12	18	332.1	9a	Long-term	219	72,721	21,816	94,537	9,454	9,454	7,090	120,535
GM-H2-013	12	18	355.2	9a	Long-term	219	77,778	23,333	101,111	10,111	10,111	7,583	128,917
GM-H2-027	12	18	349.8	9a	Long-term	219	76,614	22,984	99,599	9,960	9,960	7,470	126,988
GM-H2-022	12	18	348.3	9a	Long-term	219	76,289	22,887	99,175	9,918	9,918	7,438	126,448
GM-H2-033	12	18	108.6	9a	Long-term	219	23,785	7,135	30,920	3,092	3,092	2,319	39,423
IEC-GM61	12	18	324.3	9a	Long-term	219	71,018	21,305	92,323	9,232	9,232	6,924	117,712
IEC-GM58405048	-	18	1449.4	9a	Long-term	219	317,421	95,226	412,647	41,265	41,265	30,949	526,125
Project 9 Subtotal												***$***	***2,824,783***
GM-F3-029	8	12	49.8	10	Long-term	189	9,414	2,824	12,238	1,224	1,224	918	15,603
GM-F3-055	10	12	104.7	10	Long-term	189	19,783	5,935	25,718	2,572	2,572	1,929	32,791
GM-F3-045	10	12	163.9	10	Long-term	189	30,985	9,296	40,281	4,028	4,028	3,021	51,358
GM-F3-038	10	15	257.1	10	Long-term	203	52,192	15,658	67,850	6,785	6,785	5,089	86,509
GM-F3-034	10	15	300.4	10	Long-term	203	60,985	18,295	79,280	7,928	7,928	5,946	101,082
Project 10 Subtotal												***$***	***287,343***
GM-F6-012	8	12	331.1	11	Long-term	189	62,572	18,772	81,344	8,134	8,134	6,101	103,713
Project 11 Subtotal												***$***	***103,713***
GM-G4-011	8	12	383.0	12	Long-term	189	72,378	21,713	94,091	9,409	9,409	7,057	119,966
Project 12 Subtotal												***$***	***119,966***

Table 8-2: Proposed Pipeline Improvements and Cost Estimates

ID	Exist. Diameter (in.)	Proposed Diameter (in)	Length (ft)	CIP Project	Phase	Unit Construction Cost ($/LF)	Baseline Construction Cost ($)	Construction Contingency [30%] ($)	Estimated Construction Cost ($)	Engineering Cost [10%] ($)	Construction Management [10%] ($)	Project Administration [7.5%] ($)	Capital Improvement Cost ($)
GM-H7-066	8	12	292.2	13	Long-term	189	55,224	16,567	71,791	7,179	7,179	5,384	91,533
GM-H7-064	8	12	45.5	13	Long-term	189	8,599	2,580	11,179	1,118	1,118	838	14,253
GM-H7-070	8	12	350.0	13	Long-term	189	66,150	19,845	85,995	8,599	8,599	6,450	109,644
GM-H7-068	8	12	199.8	13	Long-term	189	37,763	11,329	49,092	4,909	4,909	3,682	62,593
GM-H7-079	8	12	204.3	13	Long-term	189	38,607	11,582	50,189	5,019	5,019	3,764	63,991
GM-H7-067	8	12	347.9	13	Long-term	189	65,755	19,726	85,481	8,548	8,548	6,411	108,989
GM-H7-062	8	12	283.6	13	Long-term	189	53,602	16,081	69,683	6,968	6,968	5,226	88,845
Project 13 Subtotal												$	***539,848***
LONG-TERM FUTURE PHASE SUBTOTAL												$	***3,875,652***
TOTAL IMPROVEMENT COSTS												$	**9,383,132**



Legend

- PS Modeled Lift Station
- Modeled Outfall
- City_GravityMains
- Sewer Pressurized Main

Proposed CIP Project

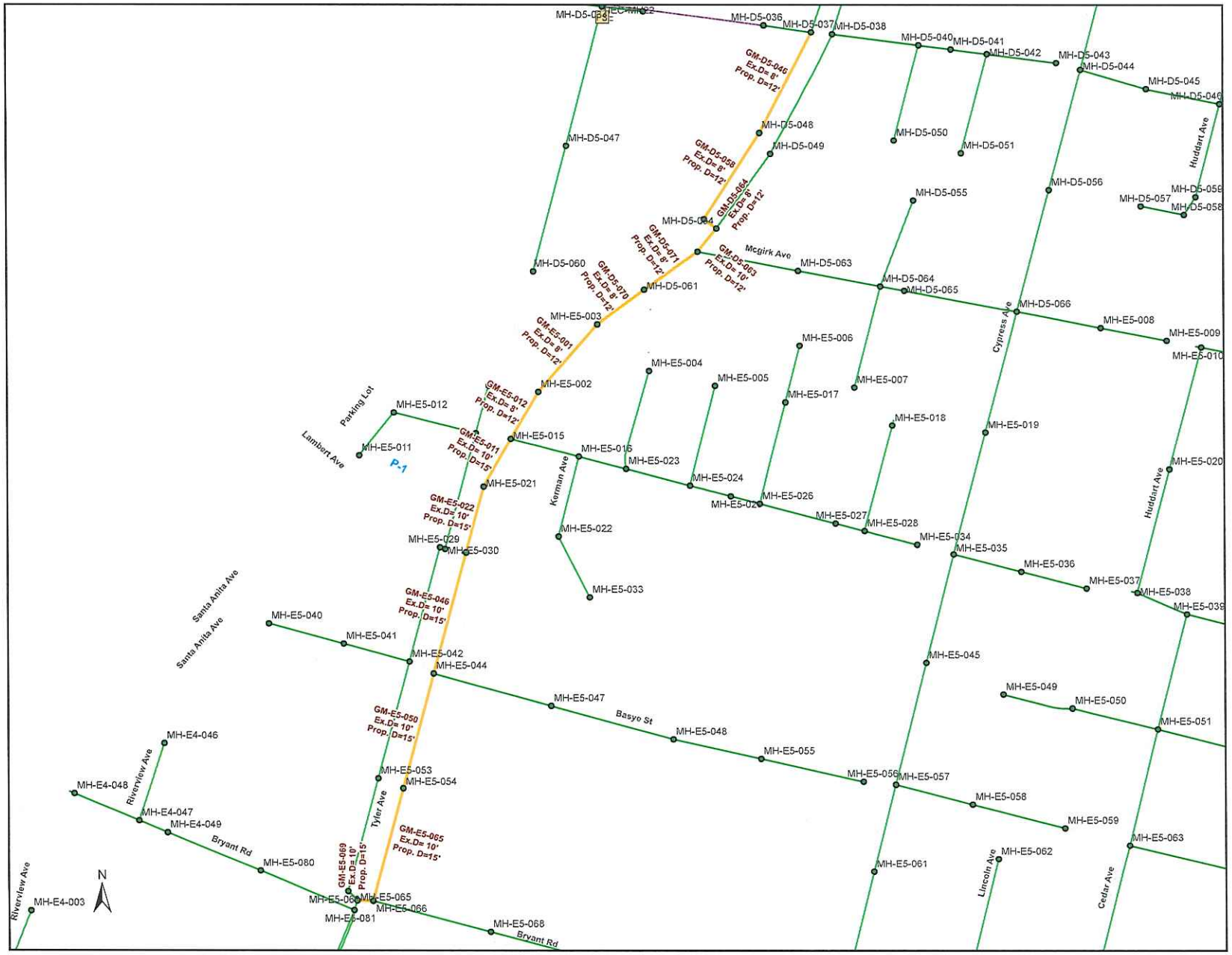
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 9a
- 9b
- 10
- 11
- 12
- 13

Infrastructure ENGINEERING CORPORATION

City of El Monte
Sewer Master Plan

Proposed CIP Projects

Figure 8-1



Legend

- Modeled Lift Station
- Modeled Outfall
- City Gravity Mains
- Modeled Manhole
- Sewer Force Main

Proposed CIP Project

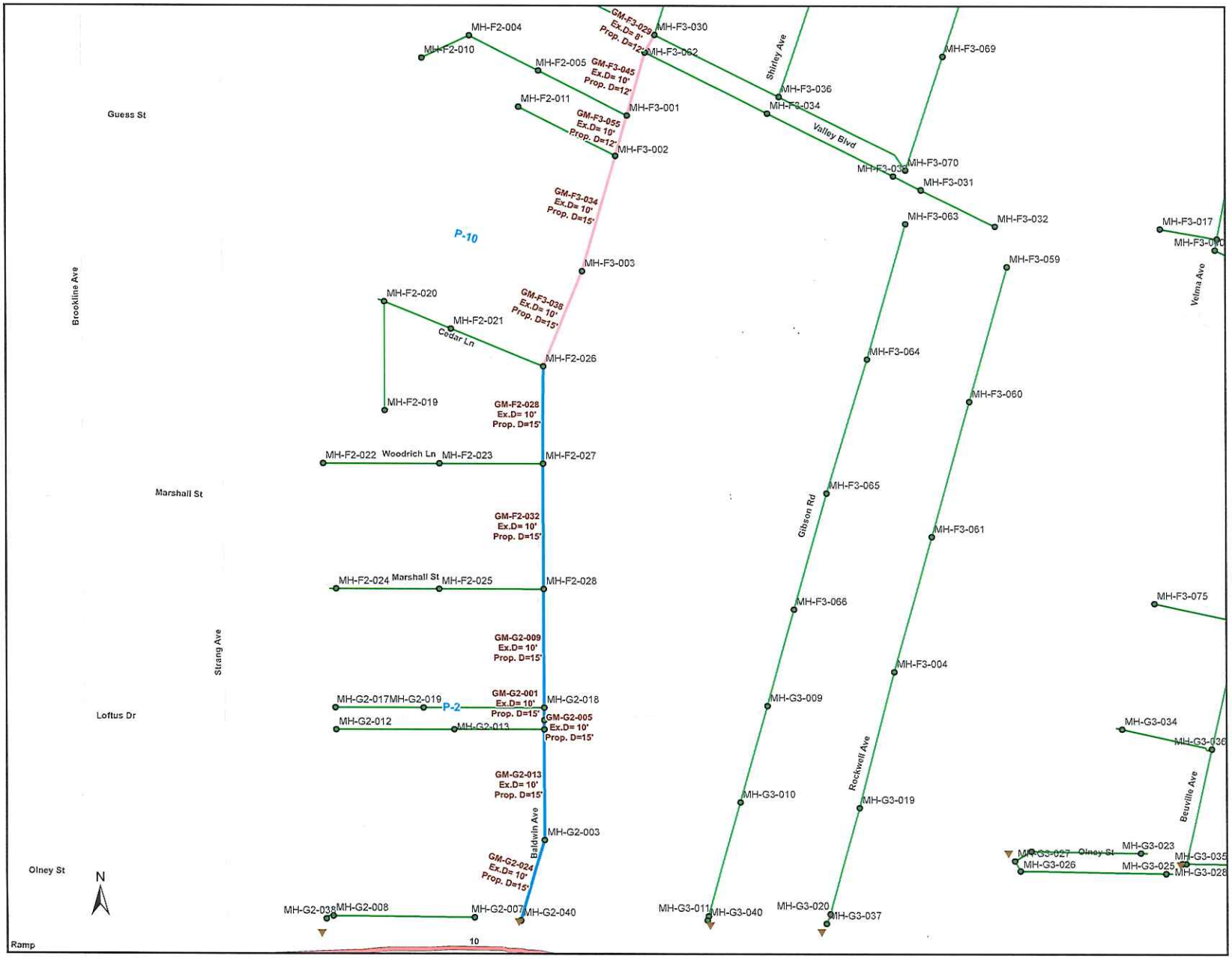
- 1

Infrastructure

City of El Monte
Wastewater Collection System Master Plan

Proposed CIP Projects Detail Map

Figure 8-1A



Legend

- Modeled Outfall
- City Gravity Mains
- Modeled Manhole
- Sewer Force Main

Proposed CIP Project

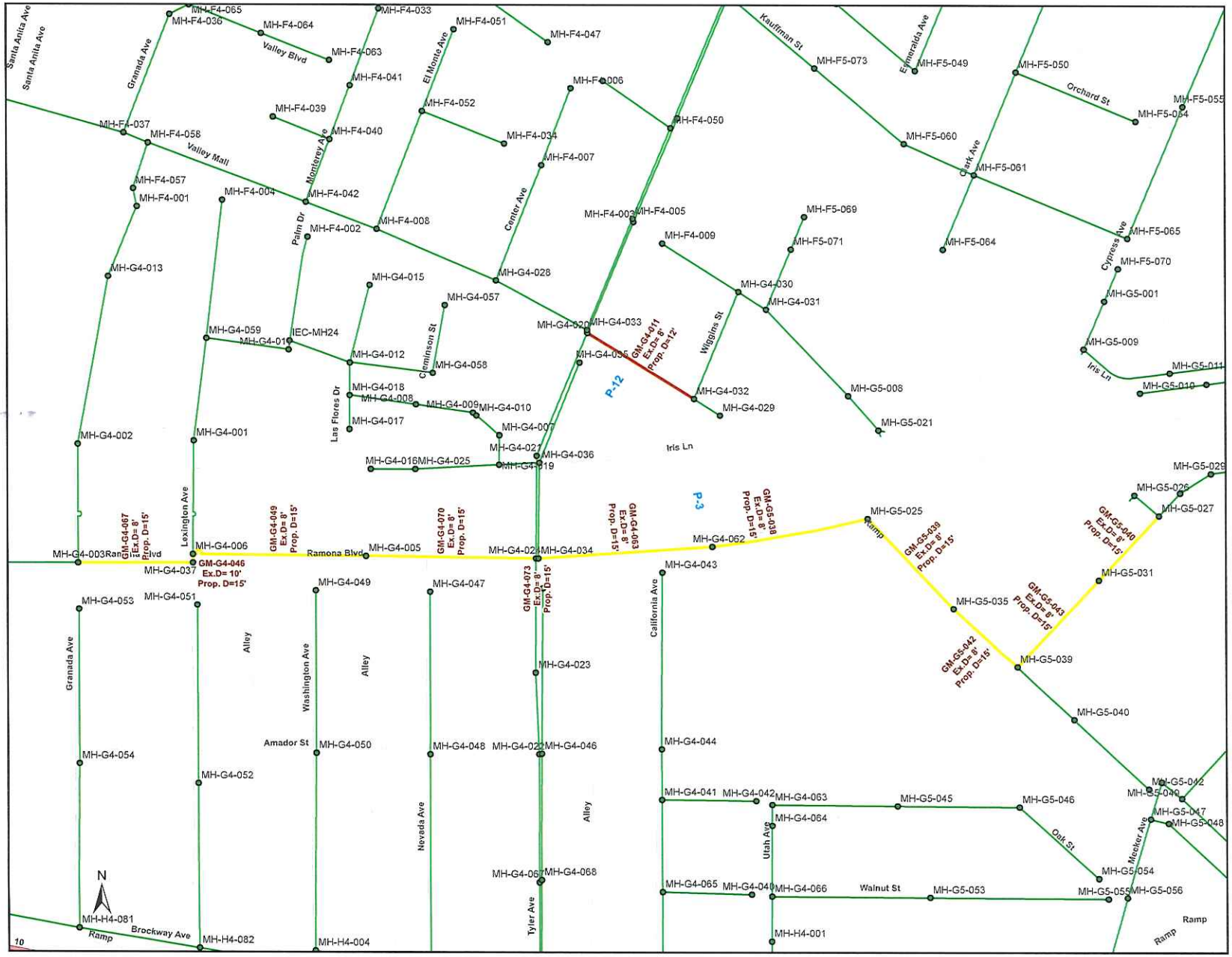
- 2
- 10

Infrastructure

City of El Monte
Wastewater Collection System Master Plan

Proposed CIP Projects Detail Map

Figure 8-1B



Legend

- City GravityMains
- Modeled Manhole
- Sewer Pressurized Main

Proposed CIP Project

- 3
- 12

Infrastructure

City of El Monte
Wastewater Collection System Master Plan

Proposed CIP Projects Detail Map

Figure 8-1C

Legend

- Modeled Outfall
- City Gravity Mains
- Modeled Manhole
- Sewer Force Main

Proposed CIP Project

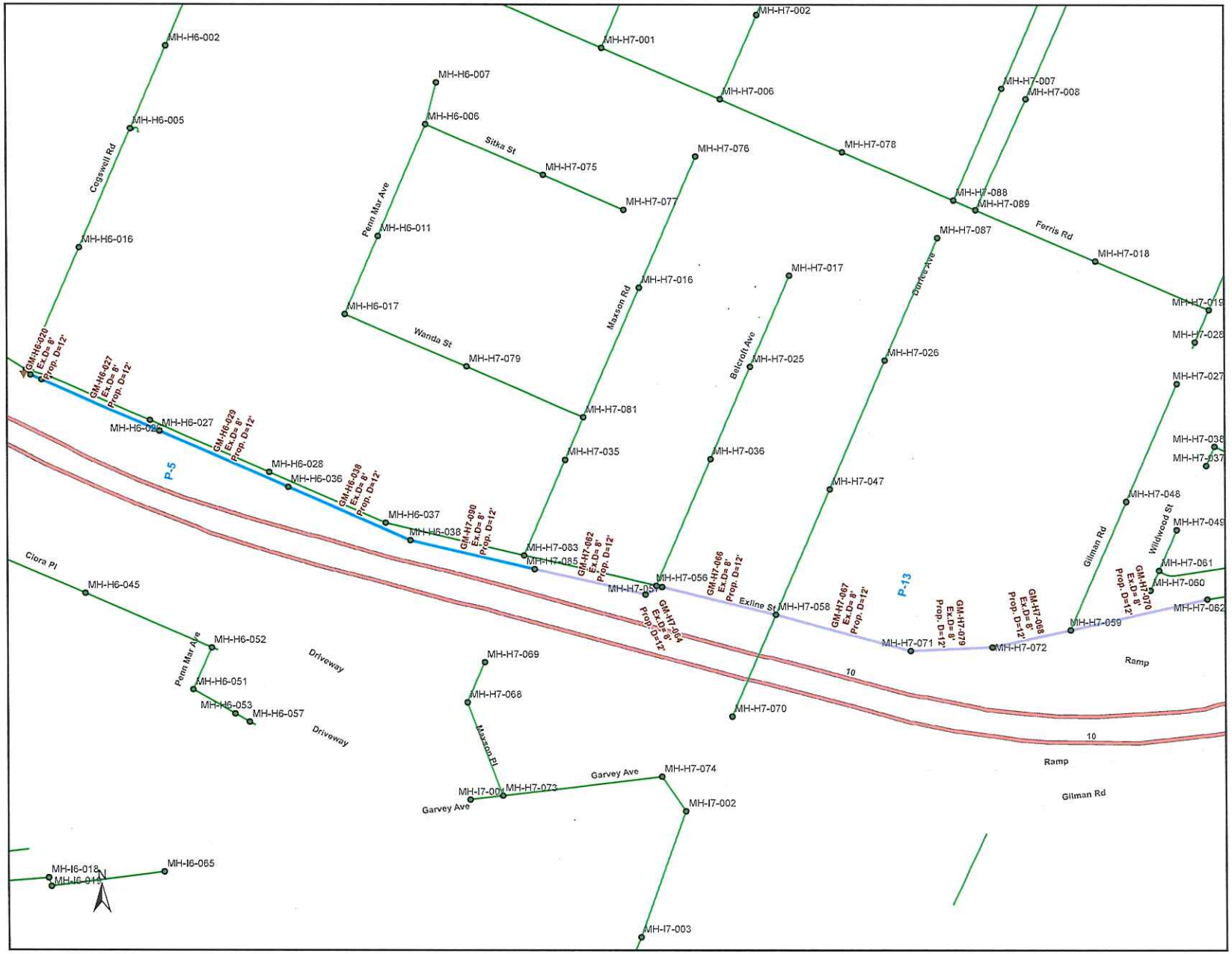
- 4
- 11

Infrastructure ENGINEERING CORPORATION

City of El Monte
Wastewater Collection System Master Plan

Proposed CIP Projects Detail Map

Figure 8-1D



Legend

- Modeled Outfall
- City Gravity Mains
- Modeled Manhole
- Sewer Force Main

Proposed CIP Project

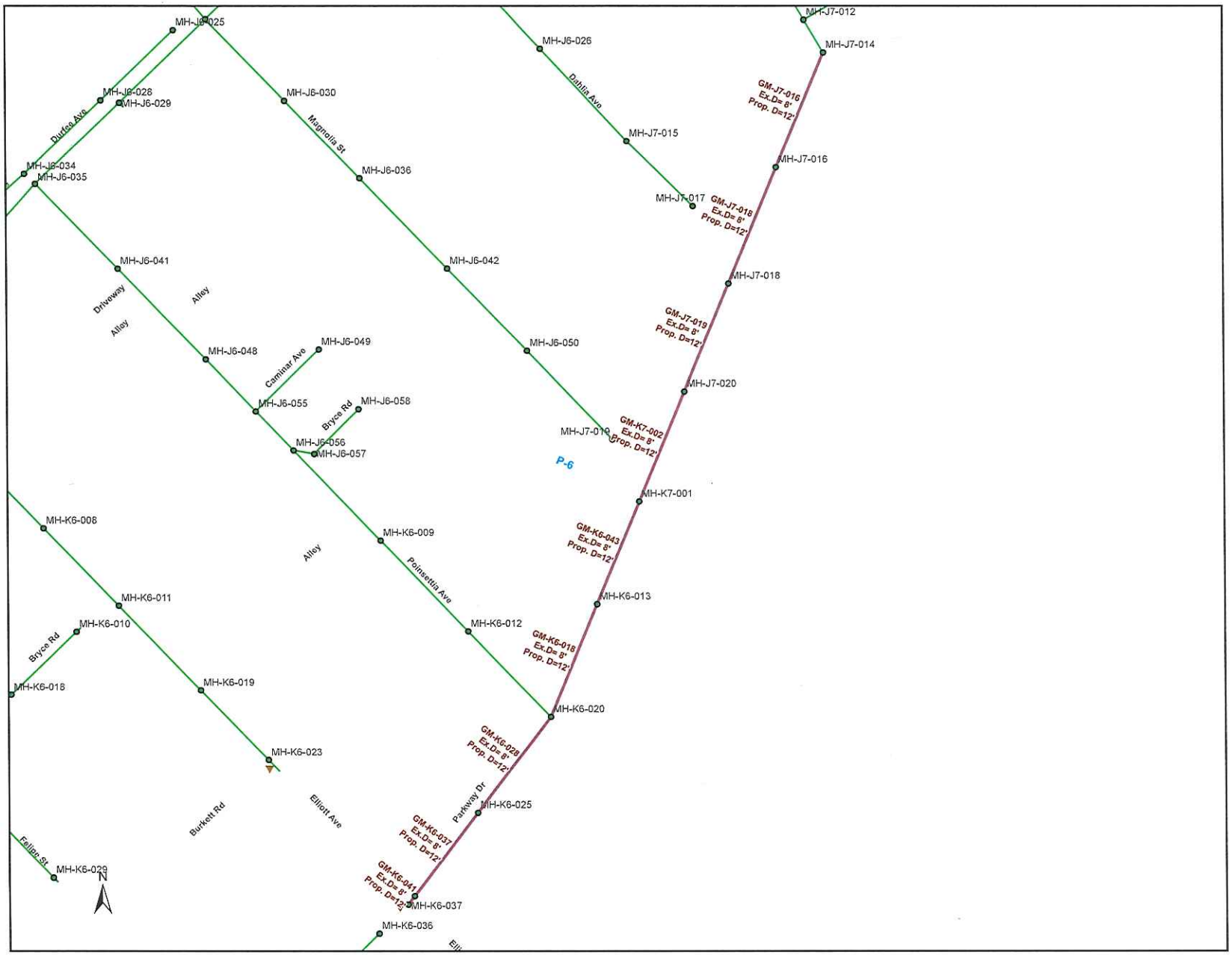
- 5
- 13

Infrastructure

City of El Monte
Wastewater Collection System Master Plan

Proposed CIP Projects Detail Map

Figure 8-1E



Legend

- Modeled Outfall
- City Gravity Mains
- Modeled Manhole
- Sewer Force Main

Proposed CIP Project

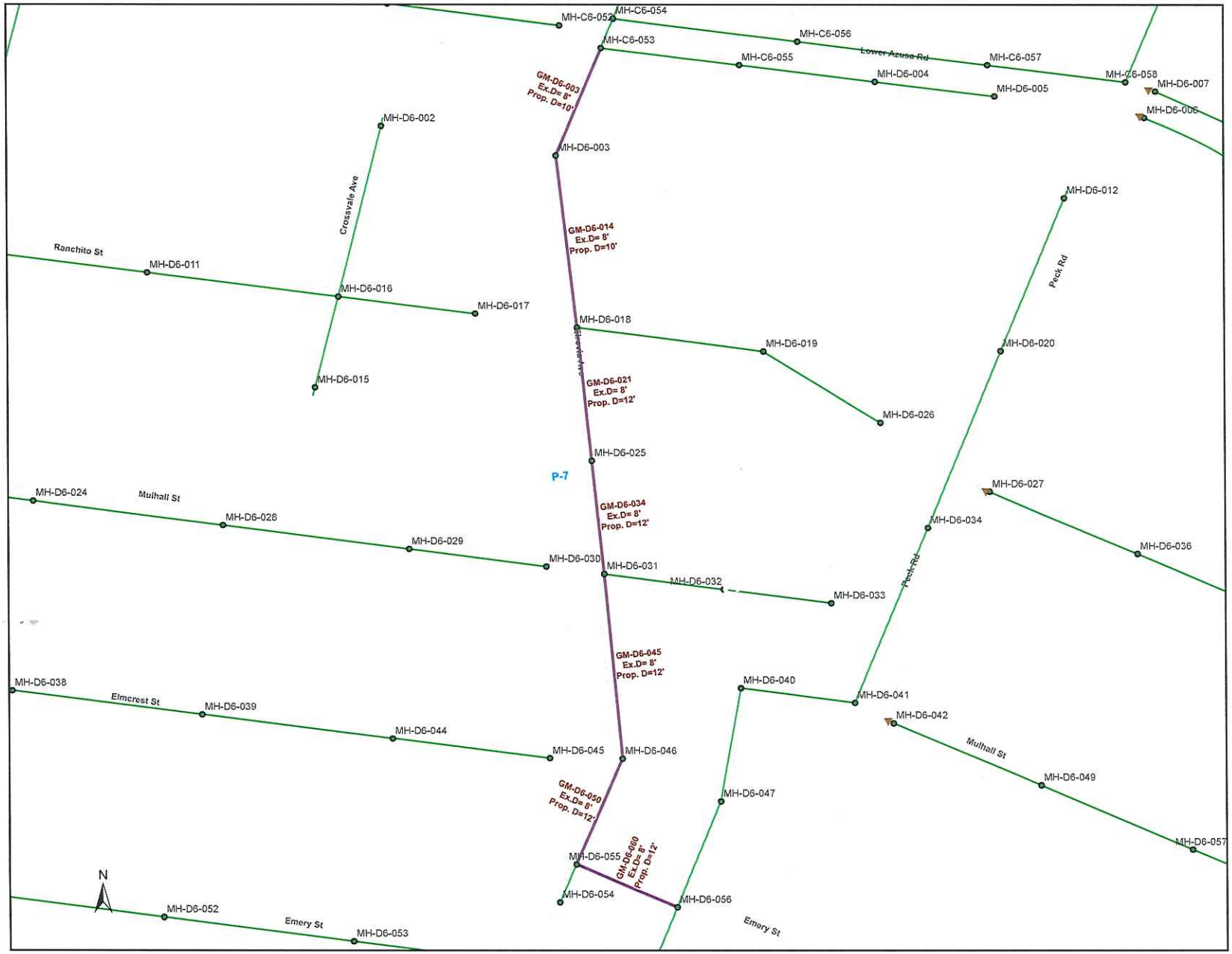
- 6

Infrastructure ENGINEERING CORPORATION

City of El Monte
Wastewater Collection System Master Plan

Proposed CIP Projects Detail Map

Figure 8-1F



Legend

- Modeled Outfall
- City Gravity Mains
- Modeled Manhole
- Sewer Force Main

Proposed CIP Project

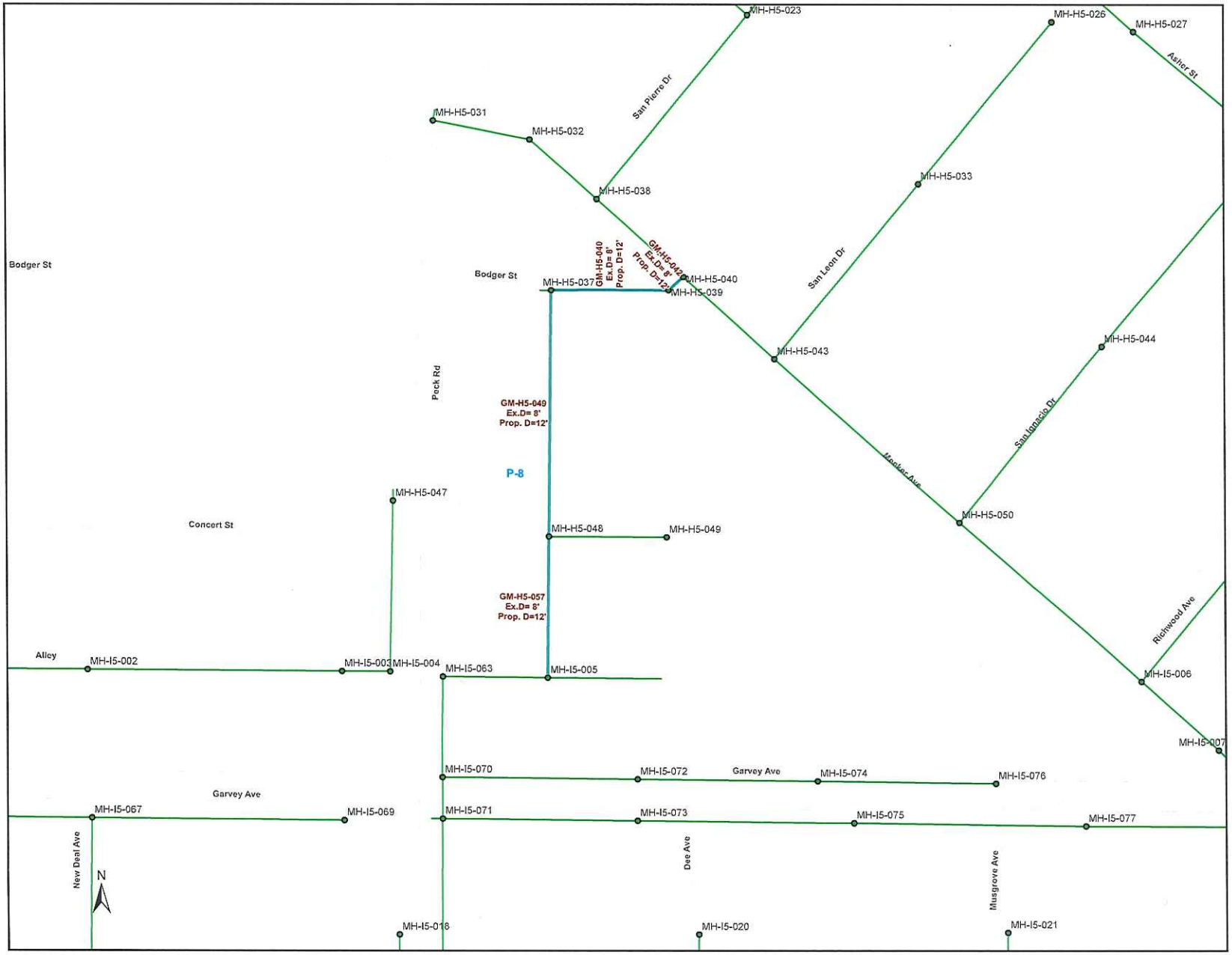
- 7

Infrastructure ENGINEERING CORPORATION

City of El Monte
Wastewater Collection System Master Plan

Proposed CIP Projects Detail Map

Figure 8-1G



Legend

- City Gravity Mains
- Modeled Manhole
- Sewer Force Main

Proposed CIP Project

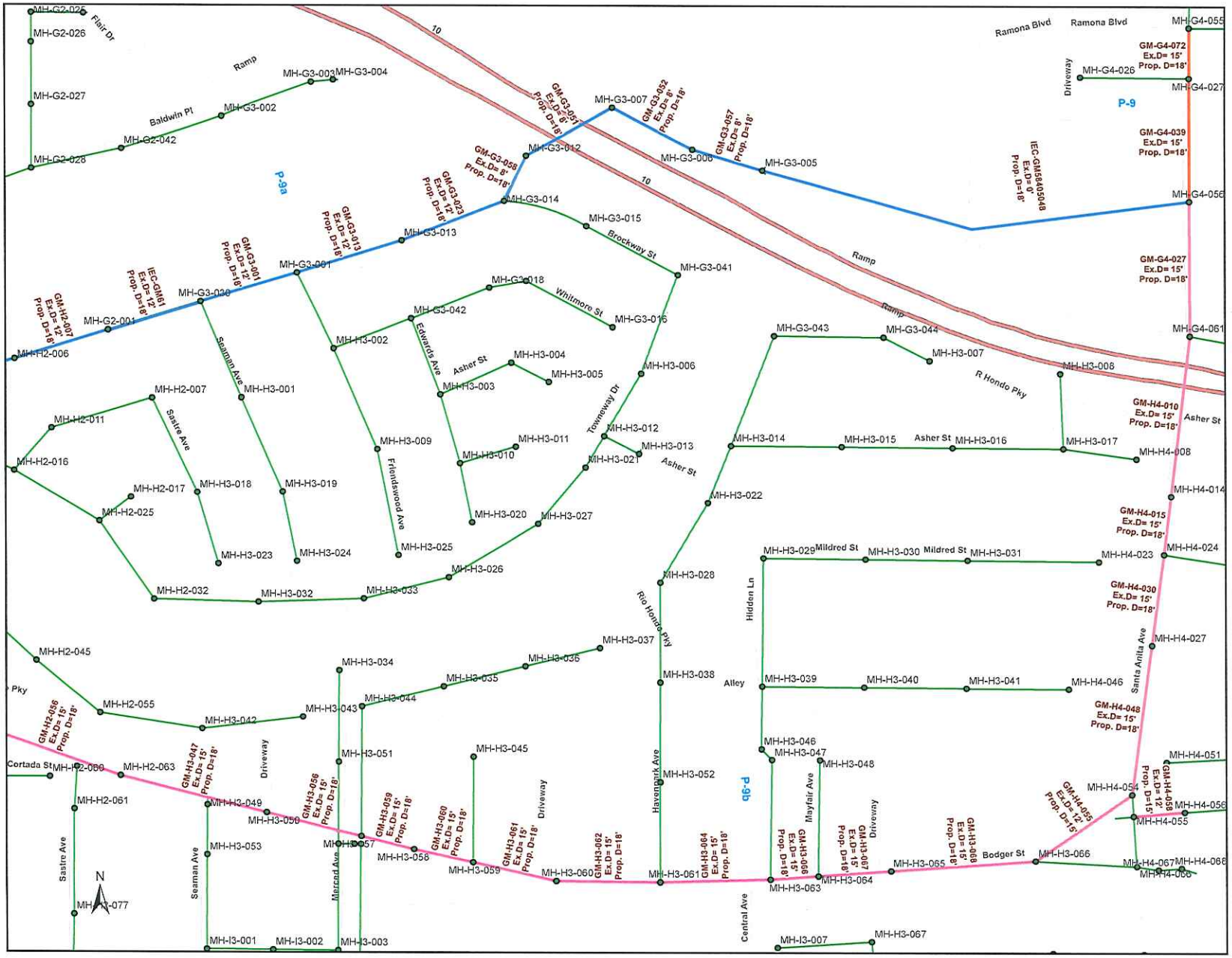
- 8

Infrastructure ENGINEERING CORPORATION

City of El Monte
Wastewater Collection System Master Plan

Proposed CIP Projects Detail Map

Figure 8-1H

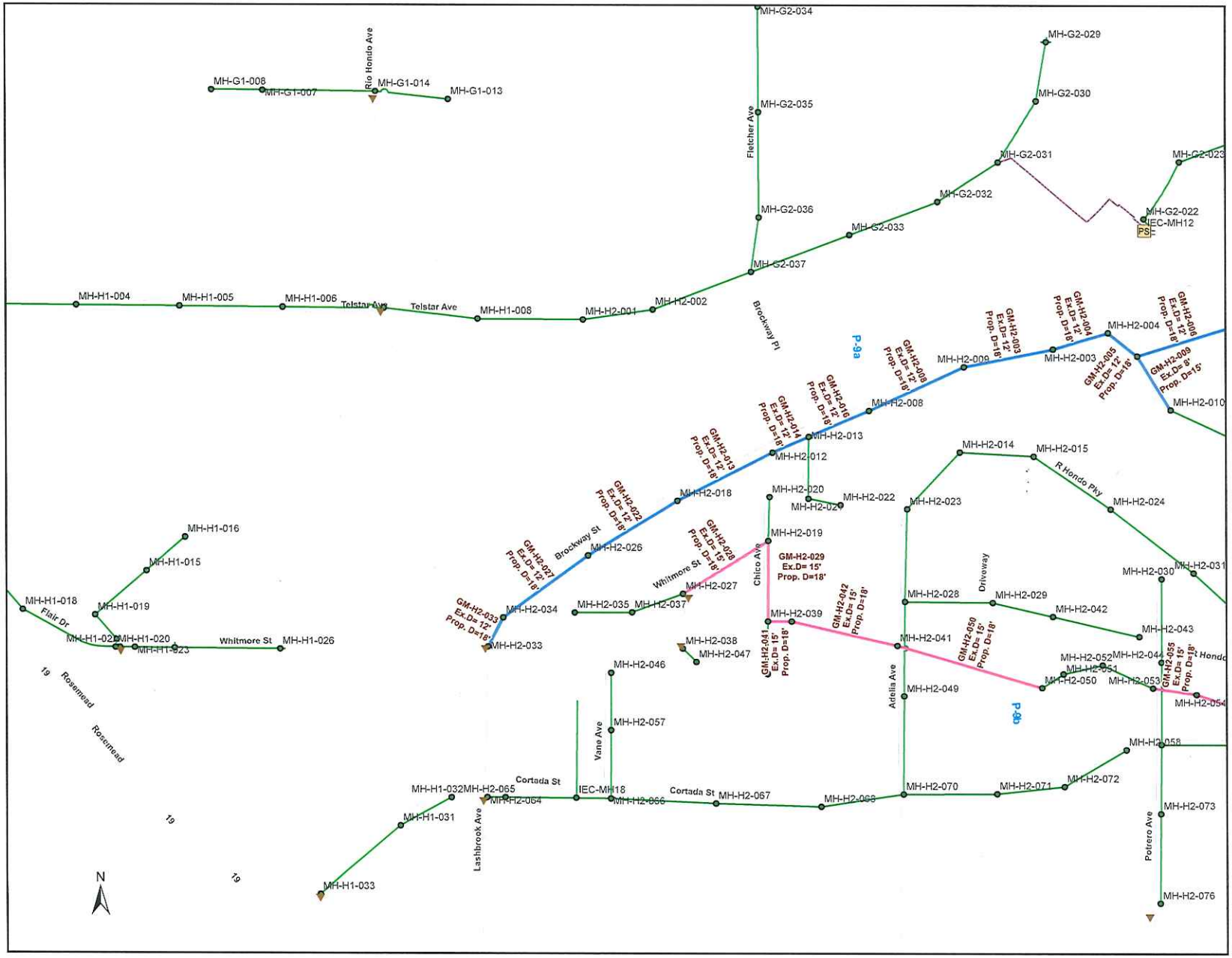


Infrastructure

City of El Monte
Wastewater Collection System Master Plan

Proposed CIP Projects Detail Map

Figure 8-1l



Legend

- Modeled Lift Station
- Modeled Outfall
- City Gravity Mains
- Modeled Manhole
- Sewer Force Main

Proposed CIP Project

- 9a
- 9b

Infrastructure

City of El Monte
Wastewater Collection System Master Plan

Proposed CIP Projects Detail Map

Figure 8-1J

9. Asset Management Plan

9.1. Background

Like many towns and cities in the U.S, the City of El Monte (City) is experiencing wastewater collection system challenges, with infrastructure that's approaching or at the end of its design life. Maintenance costs are rising, and regulations are increasingly stringent to protect water quality and, ultimately, public health. Therefore, as part of the City's Wastewater Collection System Master Plan (WWMP) effort, Infrastructure Engineering Corporation (IEC) has also been tasked to develop an Asset Management Plan (AMP) for the City's sewer system infrastructure. Results from pipeline and manhole inspections conducted in the field formed the basis of the structural condition assessment for the AMP. The capacity analysis completed in Chapter 8 along with the condition assessment will further refine prioritization and execution of the City's Capital Improvement Program in the coming years. The following resources were used to develop the City's Asset Management Plan:

1. Data from Closed-Circuit Television (CCTV) inspections of existing pipelines conducted by Pro-Pipe ® Professional Pipe Services in 2018
2. Data from Manhole inspections conducted by Pro-Pipe ® Professional Pipe Services in 2018 using IBAK Panoramo SI methods
3. Design criteria presented in Chapter 7
4. Sewer system capacity results derived from InfoSWMM hydraulic model for existing, near-term future, and long-term future flows
5. The decision support software used for this AMP was InfoMaster Sewer, Version 8.5, Update 5

The purpose of this AMP is to develop a sound and cost-effective rehabilitation/replacement plan based on the condition assessment results. This chapter summarizes the analytical method used, the computational software and tools applied, and results obtained to develop the City's AMP.

One main component of this AMP is the risk-based rehabilitation plan developed according to the system structural condition assessment and the risk assessment of the probability and consequence of failure for each asset.

9.2. Asset Management Overview

The existing condition and integrity of sewer collections are increasingly becoming a concern in cities and utility districts nationwide. The City has gravity mains that are currently over 113 years old. As the existing aging sewer systems continue to support expanding growth and land uses continually change, the sewer system may begin to experience more and more surcharging, blockages, and backups which could directly impact public health and the environment.

In the past, improvements to the systems have been based more on a reactive approach versus a proactive approach. The reactive approach to improving a system may not be the most cost-effective or reliable, and in many cases has not shown to actually improve overall system performance. As a result, the City's decision to develop an Asset Management Plan to proactively evaluate the existing sewer collection system will ultimately provide the groundwork for keeping its sewer system up-to-date in the most efficient and cost-effective manner.

9.3. InfoMaster Overview

InfoMaster Sewer is an ArcGIS-based asset integrity management and capital planning tool for sewer networks that was developed by Innovyze. It leverages existing GIS data and seamlessly links voluminous CCTV data for capital planning analysis including condition assessment, risk analysis, and rehabilitation planning.

InfoMaster can import CCTV data in NASSCO PACP, MACP and LACP, WRc, or other defect standards. PACP is the Pipeline Assessment Certification Program developed by the National Association of Sewer System Companies (NASSCO), while the MACP is the Manhole Assessment Certification Program and LACP is the sewer Lateral Assessment Certification Program. The Water Research Centre (WRc) developed sewer defect codes used in the U.K. prior to the development of NASSCO standards, which can also be imported into InfoMaster.

With the imported CCTV data, InfoMaster can perform condition assessment using geocoding of defects, scoring of the CCTV defects, and generating a draft rehabilitation plan solely based on condition assessment. Users can also perform risk-based analysis using InfoMaster to estimate the likelihood of failure (probability of failure based on age, materials, hydraulic capacity, etc.) and consequence of failure (impact of failure in terms disruption to the public and economy, public health and safety,

damages to the environment, etc.) of an asset. A rehabilitation plan can be developed through multi-step decision algorithm with consideration of both condition and risk-based assessments to determine recommendations of structure repairs/replacements for the asset.

Figure 9-1 from the InfoMaster Users Guide below shows the InfoMaster data and decision management process.

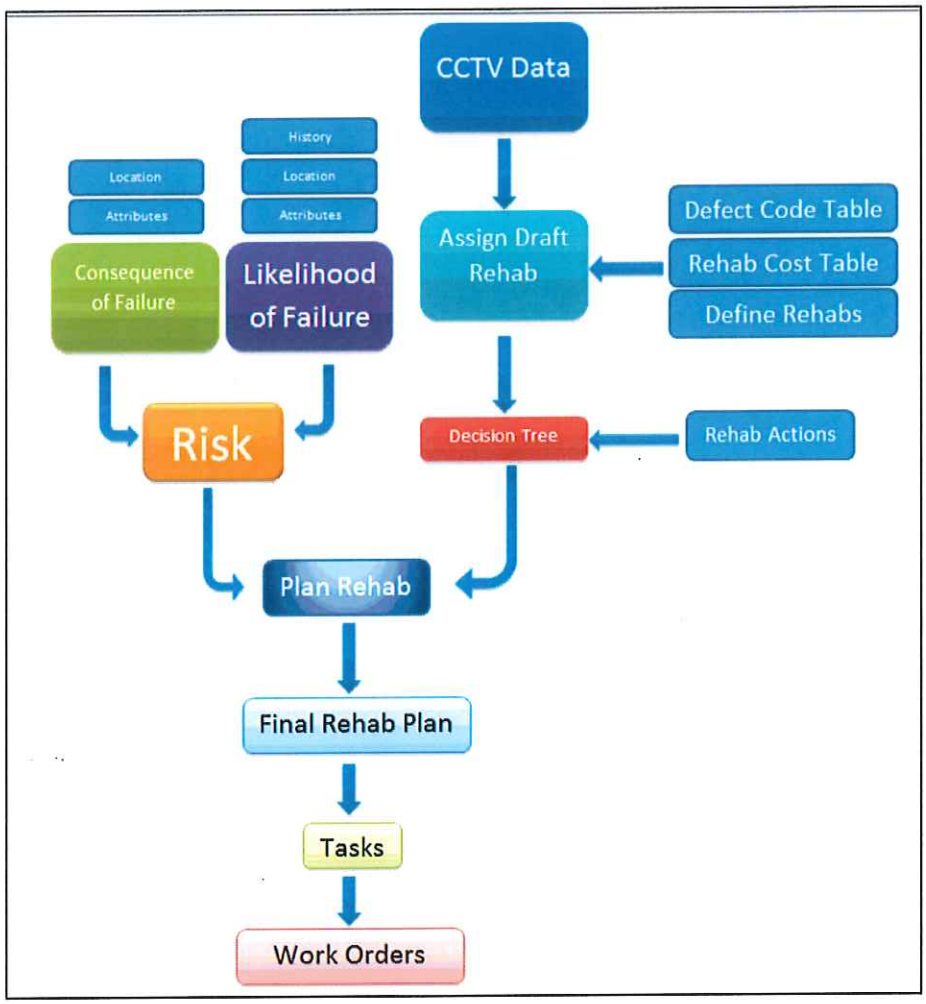


Figure 9-1. InfoMaster Data and Decision Management Process

9.4. Gravity Main Asset Management Plan

9.4.1. GIS Database

As part of the City's WWMP, the City's sewer system had been digitized into a GIS database. Information such as date of installation, material, slope, length, pipe size, etc. stored in as-builts, atlas maps or other paper formats were transferred into a GIS database. Due to missing as-builts or poor conditions of the as-builts, some pipes were missing all or part of this record information.

Table 9-1 summarizes the length of existing gravity pipelines by their installation year/decade.

Table 9-1. Length of Pipelines per Decade

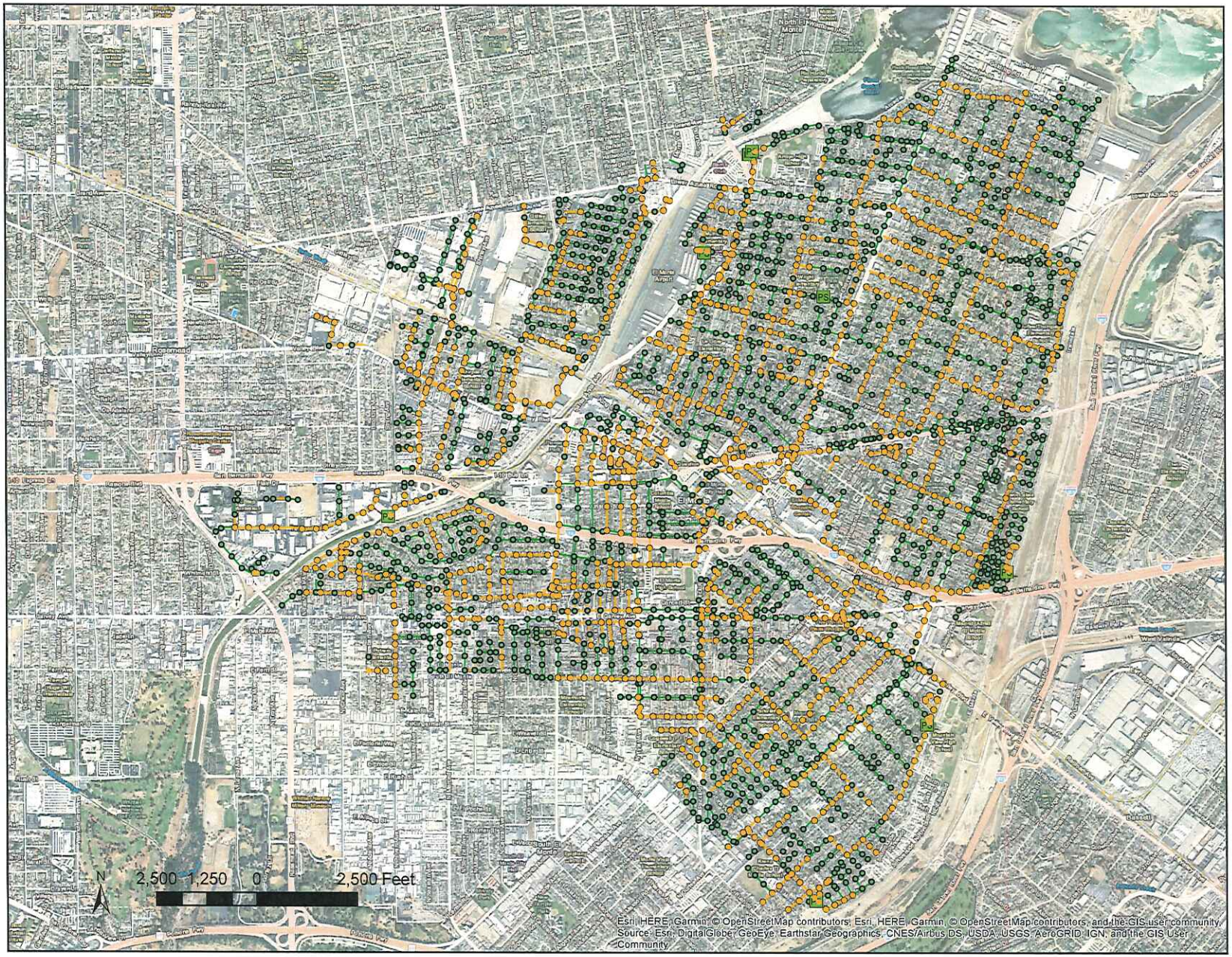
Year, by Decade	Total Length (ft)	Percent of Total
1900 - 1910	506	0.07%
1910 - 1920	0	0.00%
1920 - 1930	0	0.00%
1930 - 1940	63,282	9.24%
1940 - 1950	6,620	0.97%
1950 - 1960	99,885	14.58%
1960 - 1970	46,664	6.81%
1970 - 1980	21,785	3.18%
1980 - 1990	19,880	2.90%
1990 - 2000	2,820	0.41%
2000 - 2010	2,301	0.34%
2010 - 2015	2,884	0.42%
UNK	418,578	61.09%
Total	**685,205**	**100.00%**

The City's oldest pipelines were installed in 1905. More than half of the pipelines do not have records of their installation dates. Of the pipelines with records of installation dates, approximately one third were installed more than 75 years ago. Per industry standards, pipelines installed in the late 19th century have an average service life of about 120 years, pipelines installed in early 20th century have an average service life of about 100 years, and pipes installed after 1945 have shorter service life of about 75 years. Without proper records or known installation dates, it is not possible to estimate the remaining service life of the majority of the City's sewer pipelines.

9.4.2. Filed Evaluations and CCTV Data

As part of the AMP, approximately 50% (~330,000 LF) of the City's gravity sewer main were inspected by Pro-Pipe ® starting in December 2017. Pro-Pipe ® integrated the high-definition scans and conventional closed-circuit television (CCTV) inspection data into a GIS database by referencing the City's GIS sewer gravity main IDs. The final deliveries of the inspection data include computer generated schematics of each inspected pipeline, visual documentation (i.e. video clips), and pipeline assessment data using PACP pipeline defect standard certified by NASSCO.

Inspected gravity mains are shown in Figure 9- 2.



Legend

- Inspected Manhole
- City Manhole
- Inspected Gravity Main
- City Sewer Line
- Sewer Force Main
- PS City Owned Lift Station
- PS Other Lift Station

Infrastructure

City of El Monte
Wastewater Collection System Master Plan

Inspected Sewer Facilities

Figure 9-2

9.4.3. CCTV Inspection and Rehabilitation Plan

The gravity main CCTV inspection data was imported into InfoMaster and a survey analysis was performed to geocode the defects, score the pipe condition, and assign preliminary rehabilitation methods for the corresponding pipes using the built-in survey analysis wizard tool.

The survey analysis wizard includes four steps:

1. Validate survey data: imported inspections are matched to the GIS data. Imported defect code data is validated against InfoMaster's internal defect codes. Inspections are classified as either active or not. Active inspections are inspections that a user wants to be scored.
2. Geocode survey data: the defects are geocoded to the map and placed on the applicable facility based on the related fields (Distance, Continuous, and DistanceToGo) in the Conditions table of the inspection data
3. Score pipes: defect codes on the facility are analyzed to generate an overall score for the facility.
4. Generate Draft Rehabilitation Plan: a draft rehabilitation plan is generated for each facility based on the defects read and the rehab methods specified in the Defect Codes table.

Figure 9-3 shows the defects identified through CCTV inspection.

A draft pipe rehabilitation plan was developed during the survey analysis solely based on the gravity mains' condition assessment. InfoMaster has default rehabilitation methods assigned to the defect codes that can be modified. The rehabilitation methods are listed below:

- No Action
- Cleaning
- Point Repair
- Lining
- Replace

The NASSCO's PACP defects reference table is included in Appendix B. Appendix C contains a table with defect codes and their associated rehabilitation methods.

The condition assessment and the draft rehabilitation plan were only developed for the CCTV inspected gravity mains. In addition to the draft rehabilitation plan, InfoMaster allows users to perform risk-based assessment based on pipe's material, age, hydraulic capacity, size, depth, etc. The risk assessment results can be used to evaluate the gravity mains without CCTV inspection data and used to prioritize the rehabilitation/replacement projects. The risk assessment results and the condition assessment based on CCTV data can then be incorporated into one final pipe rehabilitation plan for the whole system.

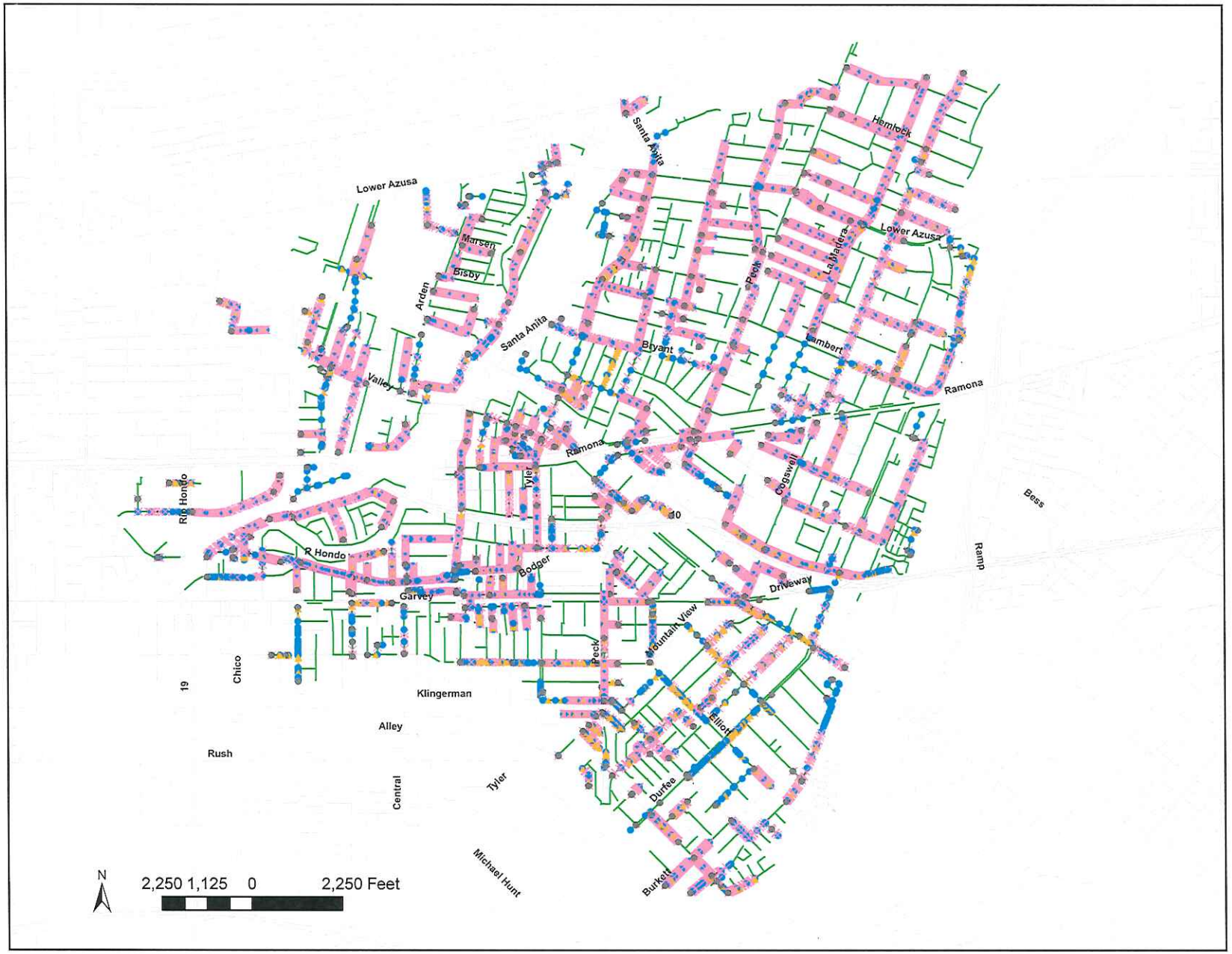
9.4.4. Risk Assessment

The risk-based assessment includes evaluation of the pipelines' likelihood of failure and consequence of failure. A pipeline's likelihood of failure was scored based on five criteria:

- Age
- Material
- Depth
- Length
- Capacity

A pipeline's consequence of failure was scored based on four criteria:

- Size
- Critical Facilities
- Water Bodies
- Street Type



Infrastructure

City of El Monte
Wastewater Master Plan

Gravity Main Defects

Figure 9-3

Details of each criterion will be discussed below.

9.4.4.1. Likelihood of Failure (LOF)

AGE

LOF evaluates the probability of a pipe failure or structural deterioration. A pipeline's installation date was used to determine the age of the pipe. The older the pipe is, a higher score the pipe was assigned. Since over half of the City's pipelines are missing installation date records, the CCTV inspection data was utilized to determine the score for pipes with unknown installation years. Figure 9-4 presents the average structure score of a pipeline by age in 20-year increment. A higher structure score presents more severe defects.

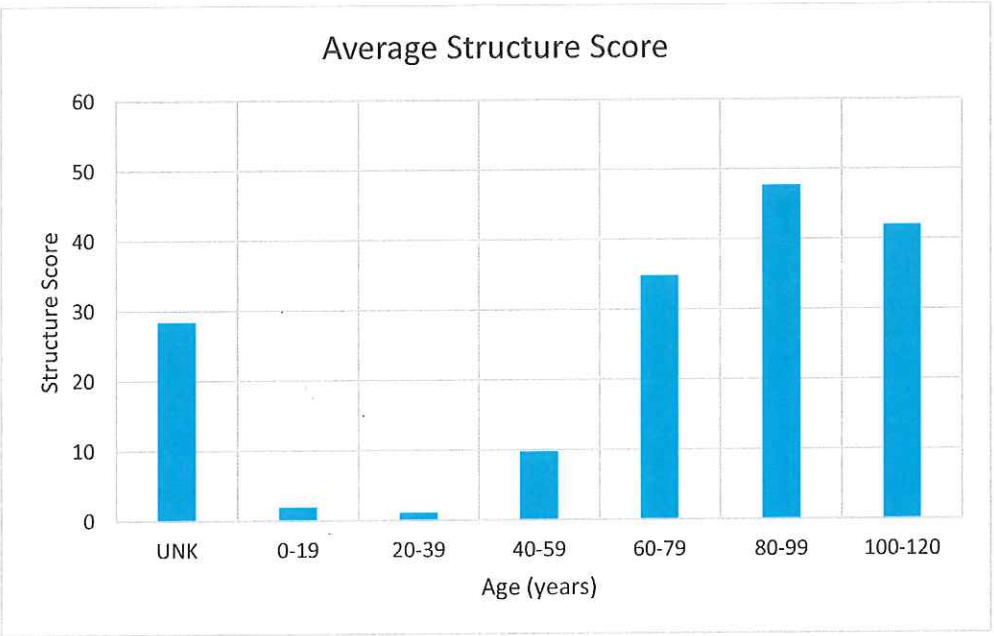


Figure 9-4. Average Structure Score for Inspected Gravity Mains

As shown in Figure 9-4, the average structure score for pipelines with unknown installation years is close to the average structure score of pipelines with age year of 60 -79. It is reasonable to assume that the majority of pipelines with unknown installation years were installed around 60 – 80 years ago and scored the same.

Table 9-2 shows the LOF Scores by Pipe Age.

Table 9-2. LOF Score by Age

Installation Year	Age (Years)	Score	Length (miles)
<= 1918	100	5	0.29
1918 - 1943	75 - 100	4	12.26
1943 - 1968	50 - 75	3	28.28
1968 - 1993	25 - 50	2	8.48
1993 - 2016	2 - 25	1	1.3
UNK		3	79.08

MATERIAL

A pipeline's estimated useful life varies based on the pipe materials. The strength and corrosion resistance varies based on the material of the pipe. Table 9-3 shows the LOF score by pipe materials. The scores were determined based on similar studies available and the CCTV inspection data.

Table 9-3. LOF Score by Material

Material	Estimated Service Life	Score
Cast Iron (CAS)	75 - 100	1
Unknown (UNK)	-	3
Acrylonitrile Butadiene Styrene (ABS)	70	3
Polyvinyl Chloride (PVC)	70	3
Vitrified Clay Pipe (VCP)	100	3
Cured-in-Place Pipe (CIPP)	50	5
Ductile Iron Pipe (DIP)	60	5

* Estimated service life sourced from[2–4]

In order to score the pipelines with unknown material, the average structure score by material was analyzed based on the inspected pipelines, as shown in Figure 9-5 below. As shown in Table 4-1 and Figure 4-1 of the WWMP, approximately 85% of the system's gravity mains are VCP pipes. The average structure score of pipelines with unknown material is close to the average structure score of VCP pipes and the LOF score by material should be similar. No inspected gravity mains were made of PVC or ABS, therefore, the figure below shows zero score for the two materials. In addition, total length of CAS, DIP, and CIPP gravity mains accounts for only 0.25% of the total inspected gravity mains, and did not provide a good sample size Therefore, the average structure scores for these materials were not used to score the likelihood of failure of these materials.

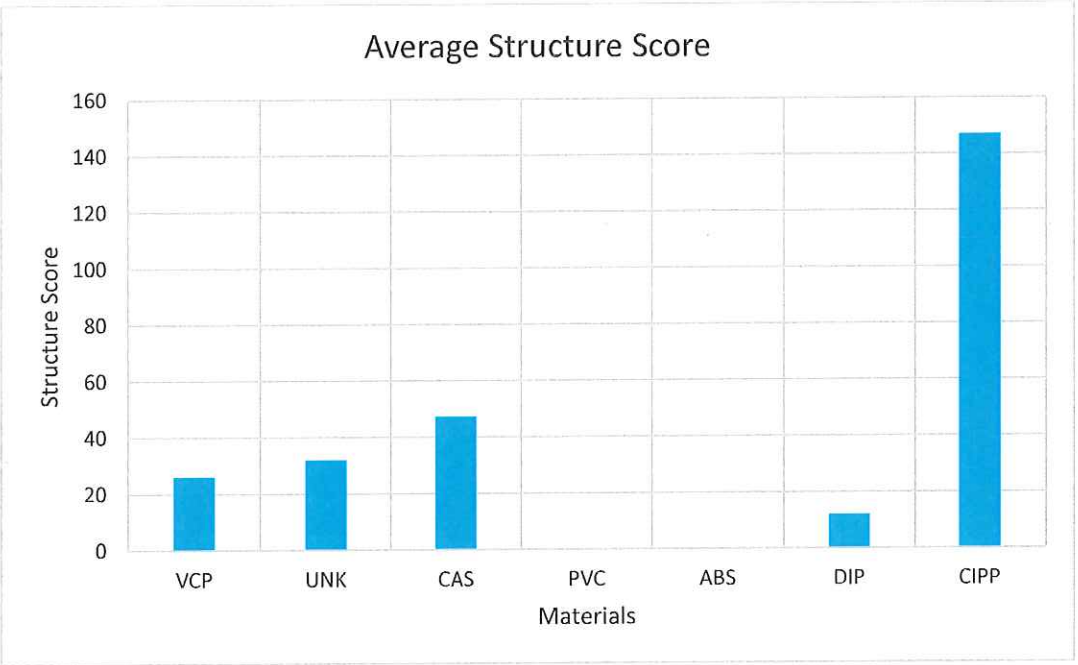


Figure 9-5. Average Structure Score by Gravity Main Material

DEPTH

Pipes located closer to the surface are assumed to be more likely to fail due to the traffic volume from the street and pipes located deeper from the surface are assumed to be more likely to fail due to the increased soil pressure.[4] Table 9-4 lists the LOF score by pipe depth.

Table 9-4. LOF Score by Depth

Depth (ft)	Score
<=5	5
5- 7.5	3
7.5 - 15	1
> 15	5
UNK	3

LENGTH

Longer pipes are assumed to be more likely to fail due to bending stresses from external loading.[4–6]

Table 9-5. LOF Score by Pipe Length

Pipe Length (ft)	Score
< 200	1
200 - 300	2
300 - 400	3
400 - 500	4
500 - 700	5

CAPACITY

In addition to the criteria identified above, hydraulic capacity results were also utilized to determine the likelihood of failure of a pipe. Pipe with less remaining hydraulic capacity is more likely to fail operationally. For this criterion, two factors need to be considered: one is whether the pipe is hydraulically deficient and if so, the maximum d/D under long-term PWWF condition is considered. For pipes that are deficient under existing, near-term future, and long-term future, scores of 3, 2, and 1 were given, respectively. Table 9-6 listed the LOF score by the pipe's maximum d/D under long-term Peak Wet Weather condition.

Table 9-6. LOF Score by Max. d/D

Max. d/D under LT PWWF	Score
<= 0.5	1
0.5 - 0.65	2
0.65 - 0.75	3
0.75 - 0.85	4
0.9 - 1	5

Total capacity score of a pipeline is 2 times the sum of the pipe's deficient score plus the maximum d/D score. For example, if a pipeline becomes deficient under existing PWWF condition and has a maximum d/D of 0.8 under long-term PWWF condition, its total capacity score is 2x(3+2+1)+4=16. Total capacity scores of the pipelines range from 1 to 17. Table 9-7 lists the LOF score by the pipeline's total capacity score.

Table 9-7. LOF Score by Capacity Score

Capacity Score	Score
1-2	1
2-4	2
4-7	3
7-10	4
10-17	5

9.4.4.2. Consequence of Failure (COF)

SIZE

As part of the risk assessment, the COF evaluates the criticality of an asset. Larger pipes usually carry more flows, are backbones of the system, and typically serve a larger area of people. Failures of larger pipes can result in high cost of replacement, higher adverse impacts to the environment and the community, thus, are assumed to have a higher consequence of failure. Table 9-8 lists the COF score by pipe size.

Table 9-8. COF Score by Size

Pipe Size (in.)	Score
<= 6	1
8-10	2
12	3
15	4
18-21	5

CRITICAL FACILITIES

Pipes located near critical facilities including fire departments, police departments, schools, hospitals, and power facilities in this study have higher community impacts throughout the City. The City's GIS database was utilized to determine the distance between pipes and the critical facilities listed above. Pipes within 1,000 feet of the critical facilities were scored from 1-5, and pipes more than 1,000 feet away from the critical facilities were scored zero.

Table 9-9 lists the COF score by distance between the pipe and critical facilities.

Table 9-9. COF Score by Distance to Critical Facilities

Distance (ft)	Score
< 50	5
50 - 200	4
200 - 500	3
500 -700	2
700 - 1000	1
> 1000	0

WATER BODIES

Failure of a pipe in close proximity to an above-ground water body can result in Sanitary Sewer Overflows (SSOs) into the water bodies, leading to environmental and public health concerns. Table 9-10 lists the COF score by distance from the nearest water body, which is The Rio Hondo. Pipes within 1,000 feet of the Rio Hondo were scored from 1-5, and pipes more than 1,000 feet away were given a score of zero.

Table 9-10. COF Score by Distance to Water Body

Distance (ft)	Score
<= 100	5
100 -250	4
250 - 350	3
350 - 450	2
450 - 1000	1
> 1000	0

STREET TYPE

Pipes located in busy streets have a higher consequence of failure as pipe repair or replacement will aggravate higher volumes of traffic and impact more people. Busy streets are assumed to be street segments with speed limits of 45 mph (miles

per hour) and above, such as freeways, highways, and parkways. Pipes are scored based on the streets they are located in. Table 9-11 lists the COF score based on pipeline proximity to street type.

Table 9-11. COF Score by Pipeline Proximity to Street Type

Speed Limit (mph)	Score
55	5
45	4
35	3
25	2
15	1

After scoring pipelines based on the above criteria, a risk analysis was performed in InfoMaster to combine the LOF scores and the COF scores to develop a total score for the pipes. There are three different methods for calculating risk level based on LOF and COF, including Linear Normalization Classification, Bi-Directional Distribution, Multi-Criterion Classification and Asset Grading Classification.

Linear normalization classification is the simplest method. This method calculates the summation/product of the LOF and COF risk scores as the total risk score, and the total risk score will be normalized and divided into the user specified boundaries.

Figure 9-6 is an example of results using Linear normalization classification from the InfoMaster User Guide.

Linear Normalization Classification Example Table

ID	Total COF	Total LOF	Total Risk	Normalized Value	Value compared to Boundaries	Risk by Grading
P1	6	6	12	**100**	60% < P1	Extreme
P2	3.1	4	7.1	**59.17**	50%< P2 < 60%	High
P3	2.1	3.4	5.5	**45.83**	40% < P3 < 50%	Medium
P4	1.9	2.0	3.9	**32.50**	30% < P4 < 40%	Low
P5	1.7	1.8	3.5	**29.17**	P5 < 30%	Negligible

*Assuming user is normalizing to 100

Figure 9-6. Risk Analysis Results Table by Linear Normalization Classification

Bi-Directional Distribution is the most commonly used method by InfoMaster users and is the selected risk analysis method for this AMP. This method allows users to create a matrix of either 3x3 (3 levels of LOF scores and 3 levels of COF scores) or 5x5 to compare the consequence of failure and likelihood of failure results independently before grading the risk of an asset. Figure 9-7 is a screenshot of the risk analysis for this AMP.

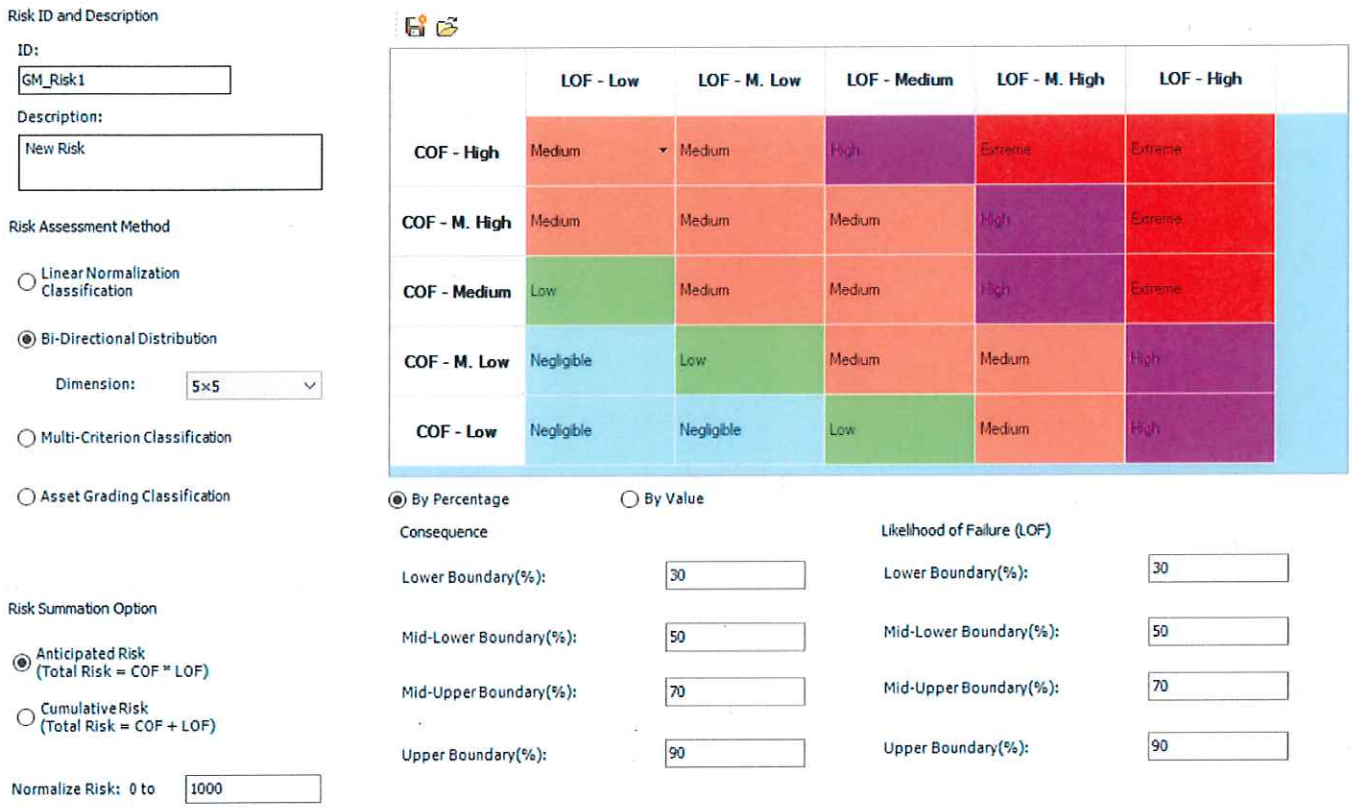


Figure 9-7. Bi-Directional Distribution Method

Multi-criterion classification is similar to the Bi-Directional method but allows additional control over how individual calculated consequences relate to the prioritization of rehabilitation. Asset Grading Classification maps the total COF scores on a scale of 1-5 and compares that to the asset grade to assess risk for each pipe. These two methods are rarely applied by InfoMaster Users.

Table 9-12 summarizes the weights associated with each LOF criterion and COF criterion for the risk analysis.

Table 9-12. Summary of Weights Associated with Each Criterion

LOF Criteria	Weight	COF Criteria	Weight
Age	2	Size	2
Material	1	Critical Facilities	1
Depth	1	Water Bodies	1
Length	1	Street Type	2
Capacity	2		

Table 9-13 presents a summary of the risk analysis results.

Table 9-13. Risk Analysis Results Summary

Risk	Length (Miles)	% of Total Length	Number of Facilities
1- Negligible	0.24	0.18	12
2-Low	8.72	6.72	325
3-Medium	111.32	85.83	2,358
4-High	8.60	6.63	145
5-Extreme	0.82	0.63	11

A small percentage of pipelines were assigned to extreme and high risk, and approximately 86% of the pipelines were assigned as medium risk. Figure 9-8 and Figure 9-9 provide the contribution of each criterion for the LOF and COF scores.

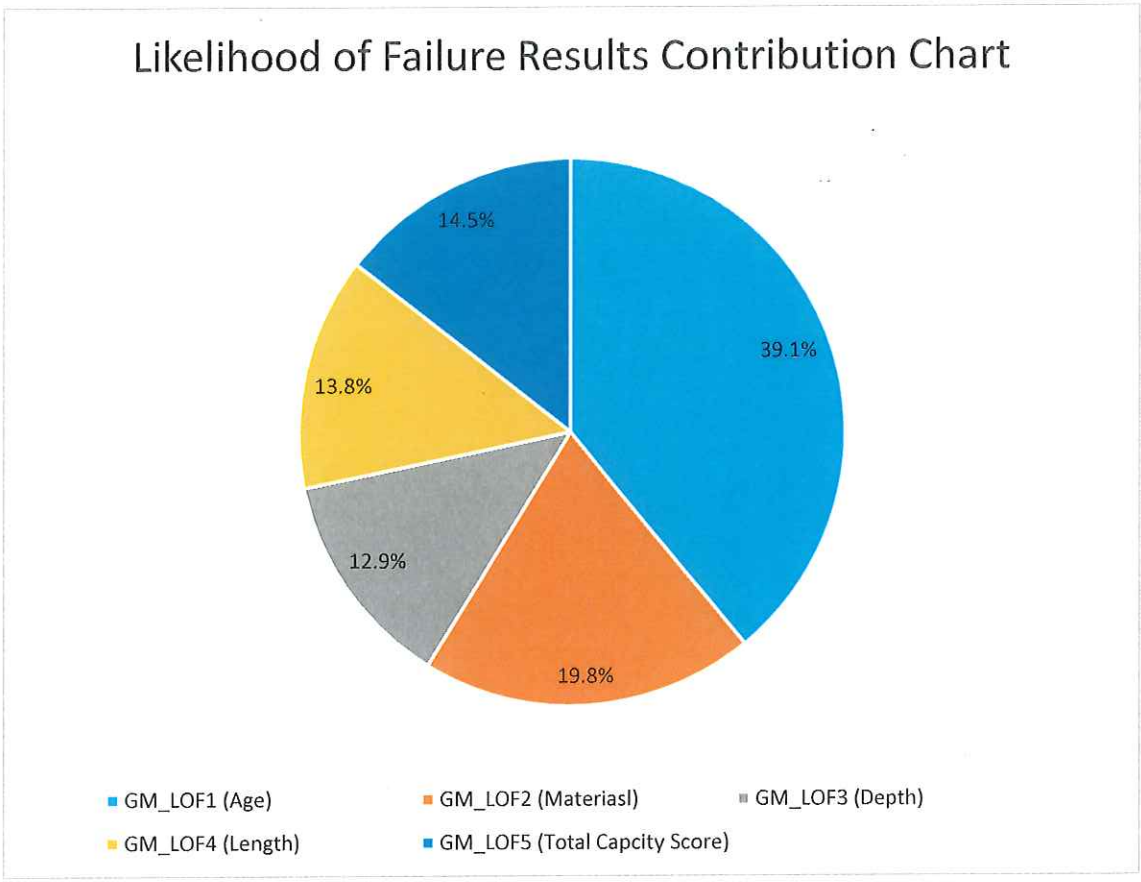


Figure 9-8. Likelihood of Failure Results Contribution Chart

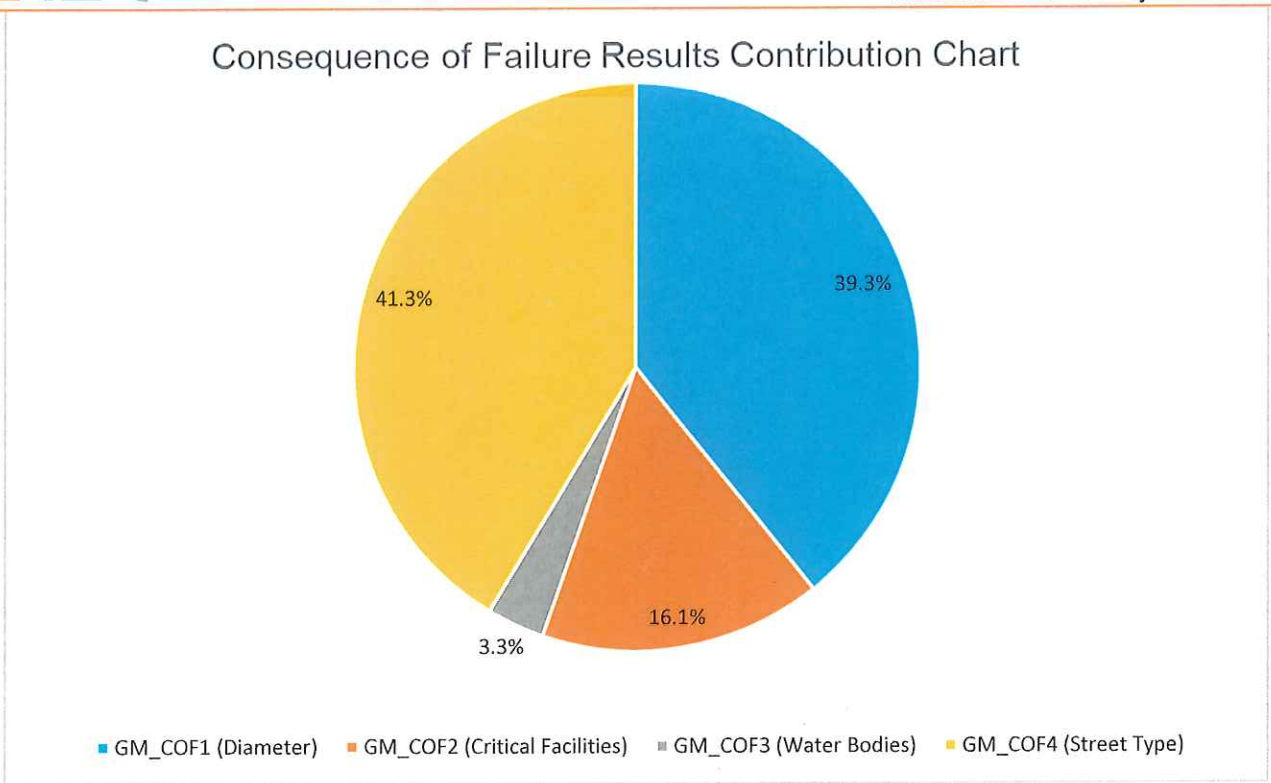


Figure 9-9. Consequence of Failure Results Contribution Chart

Figure 9-10 and Figure 9-11 shows how the sewer system was scored by LOF and COF. Figure 9-12 shows the combined risks results on the map of the City showing where the highest risk pipes are located.

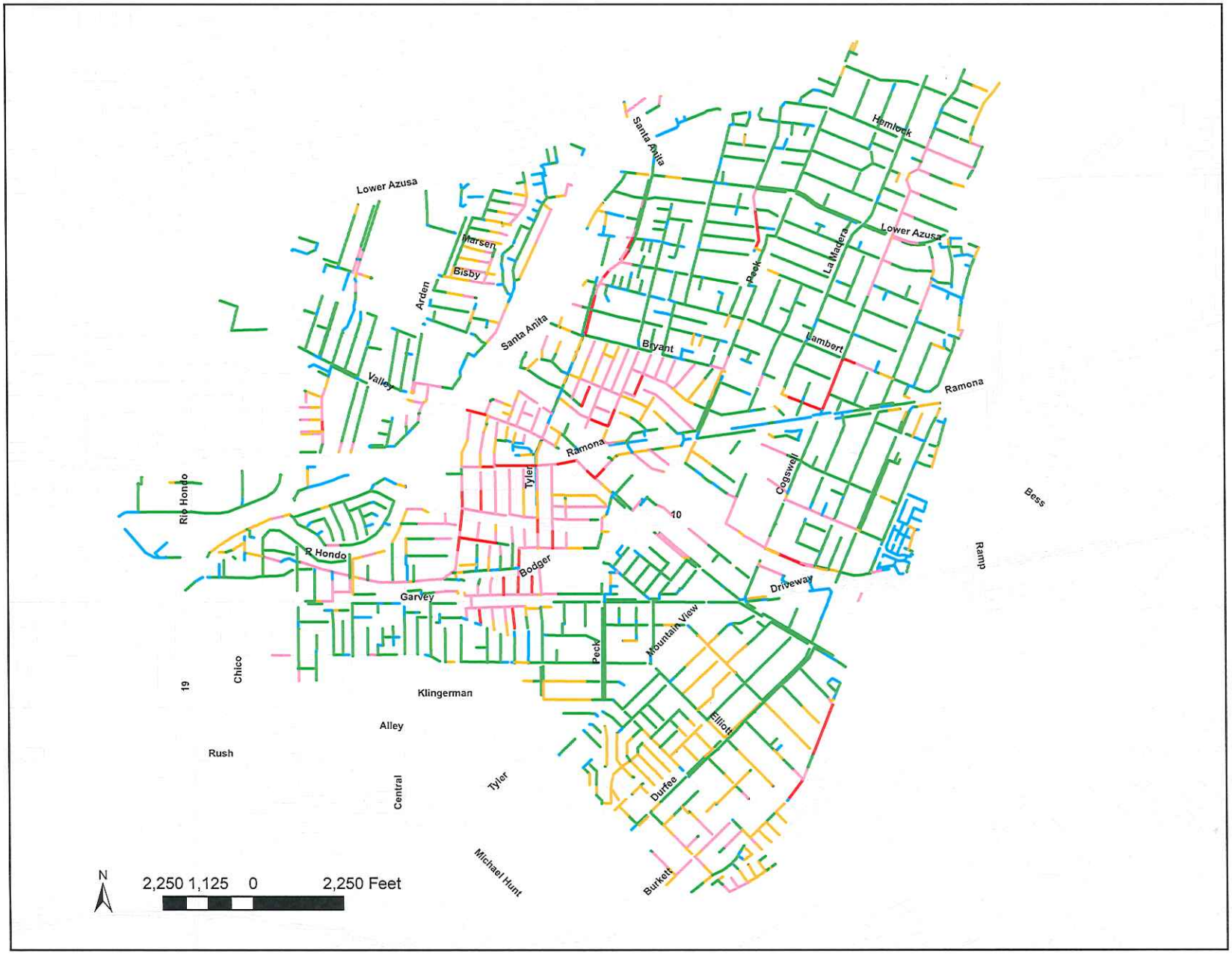
9.4.5. Gravity Main Rehabilitation Plan

9.4.5.1. Draft Rehabilitation Plan

As mentioned previously, InfoMaster provides a draft rehabilitation plan solely based on CCTV inspection data. Table 9-14 summarizes the results from the Draft Rehabilitation Plan. Figure 9-13 shows the Draft Rehabilitation Plan as a map.

Table 9-14. Summary of Draft Rehabilitation Action Recommendations

Rehabilitation Action	Number of Rehabilitation Action Results
Cleaning	293
Investigation	60
Lining	2,683
Point Repair	2,645
Grand Total	**5,681**



Legend

Gravity Main Likelihood of Failure Score

- less than or equal to 13
- 13 - 15
- 15 - 17
- 17 - 21
- larger than 21

Infrastructure

City of El Monte
Wastewater Master Plan

Gravity Main Likelihood of Failure Score

Figure 9-10

Legend

Gravity Main Consequence of Failure Score

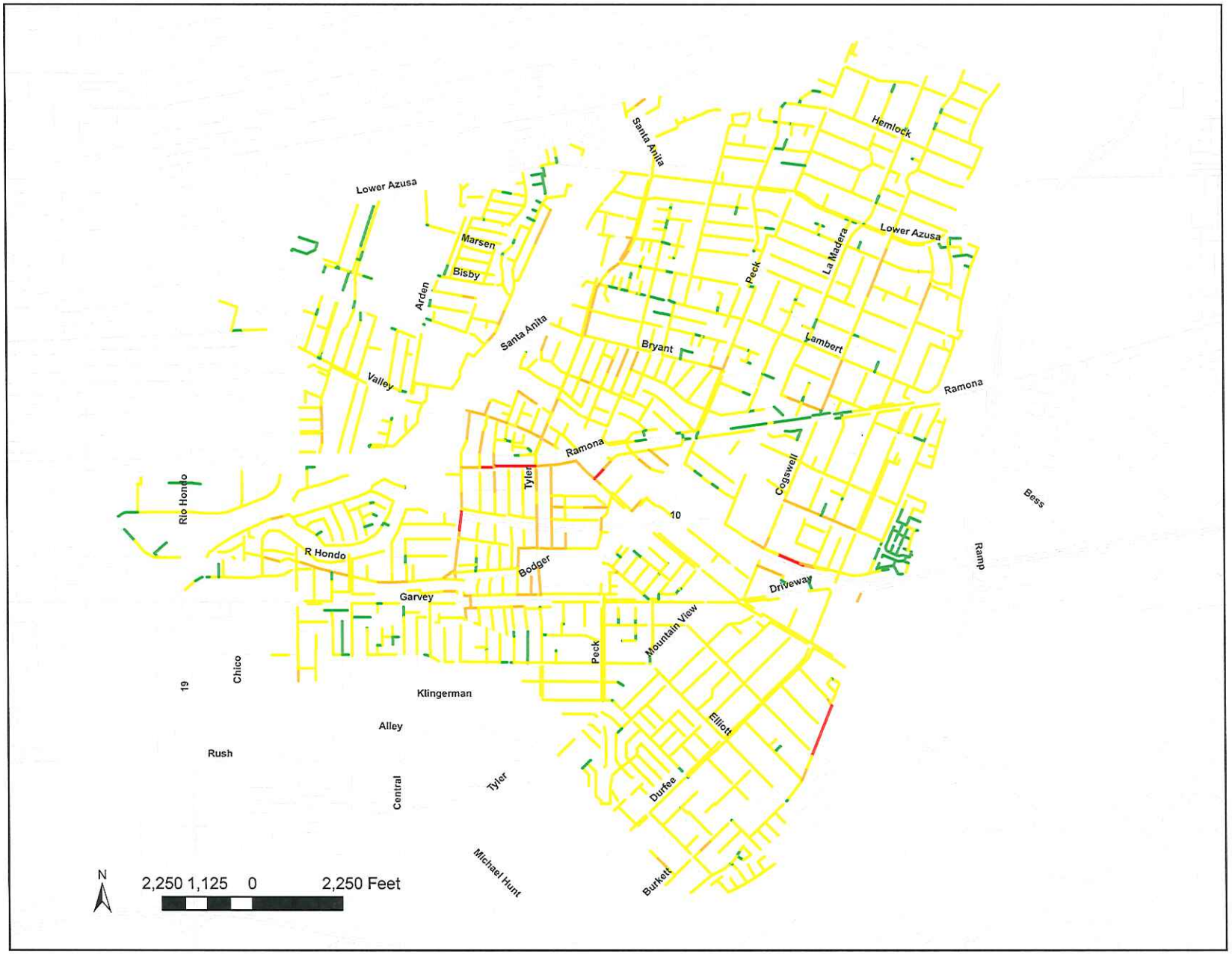
- less than or equal to 8
- 8 - 10
- 10 - 12
- 12 - 15
- larger than 15

Infrastructure

City of El Monte
Wastewater Master Plan

Gravity Main Consequence of Failure Score

Figure 9-11



Legend

Gravity Main Total Risk Score

- less than or equal to 2
- 3
- 4
- 5

Infrastructure

City of El Monte
Wastewater Master Plan

Gravity Main Risk Analysis Combined Risk Results Map

Figure 9-12

Legend

Draft Rehab. Plan

- CLEANING
- LINING
- POINT REPAIR
- INVESTIGATION
- City Gravity Main

Infrastructure

City of El Monte
Wastewater Master Plan

Gravity Main Draft Rehabilitation Plan

Figure 9-13

9.4.5.2. Final Pipe Rehabilitation/Replacement Plan

With consideration of both the condition assessment results and risk assessment results, a decision tree was created to make the final recommendations on pipe rehabilitation/replacement. Costs associated with each rehabilitation method was also added. The decision tree is fully customizable to allow users the ability to specify conditions as thresholds for the corresponding rehabilitation method. The decision tree of the Final Pipe Rehabilitation/Replacement Plan is shown in Figure 9-14. Tables 9-15, 9-16, 9-17, and 9-18 shows the planning-level costs that were used to develop the Final Pipe Rehabilitation/Replacement Plan. Unit costs shown in the tables include an additional 30% for contingency and 27.5% for engineering, legal, admin, etc. costs.

Table 9-15. Unit Costs for Lining

Diameter (in.)	Cost ($/LF)
8	80
10	100
12	120
15	150
18	180
21	210

Costs for lining a shorter segment of pipeline is a lot higher than costs for a longer segment. Partial lining was assumed to have a setup cost of $10,000.

Table 9-16. Unit Costs for Replacement

Diameter (in.)	Cost ($/LF)
8	310
10	325
12	345
15	375
18	400
21	510

Table 9-17. Unit Costs for Cleaning/Heavy Cleaning

Diameter (in.)	Cost ($/LF)
8-10	1.1
12-15	1.3
18	1.9
21	2.7

Figure 9-14. Gravity Main Rehabilitation Plan Decision Tree

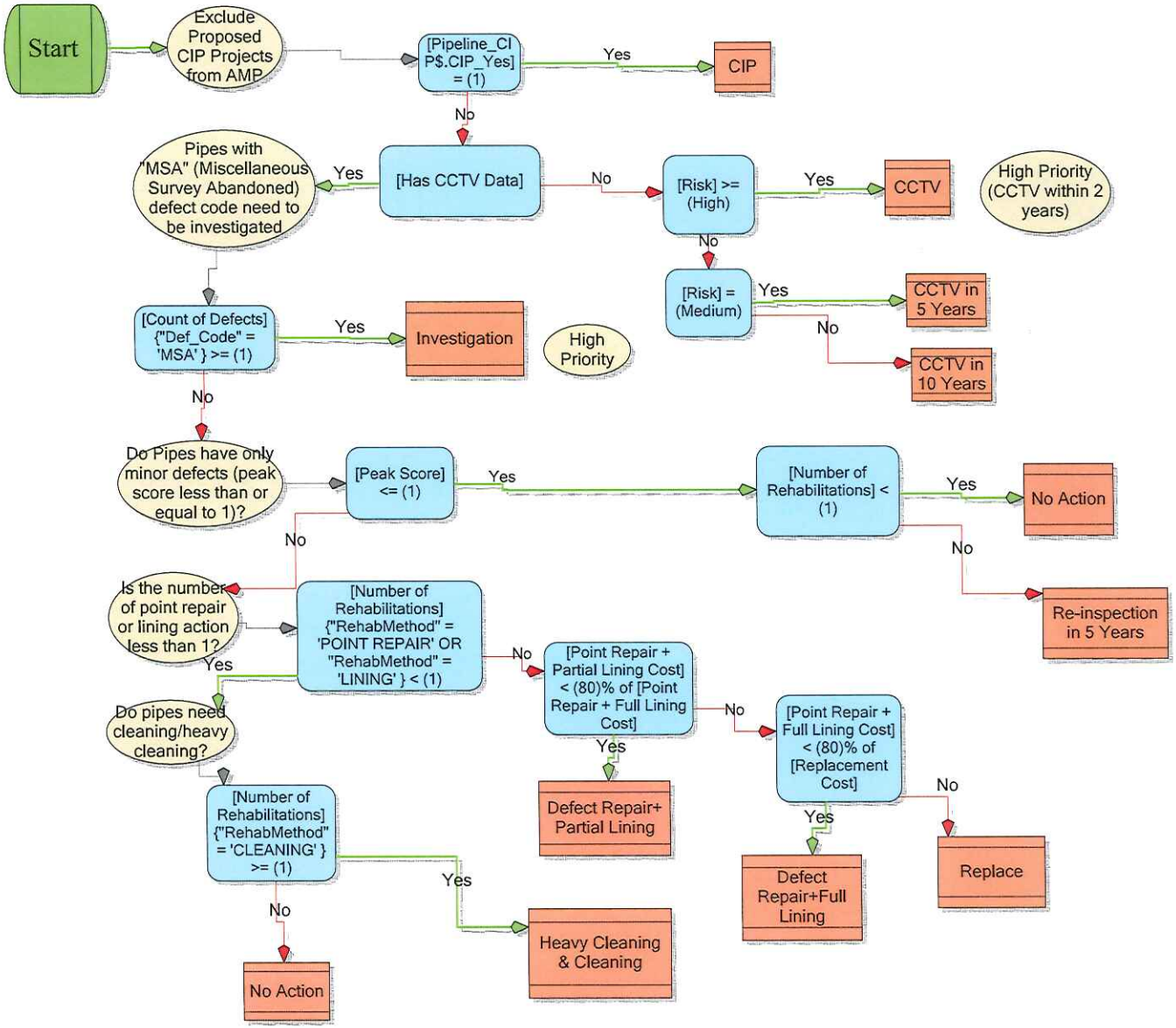


Table 9-18. Unit Costs for Other Rehabilitation Methods

Rehabilitation Method	Unit Cost
Point Repair	$31,00/ in (dia)
CCTV	$ 1.5/ LF

Unit costs for Cleaning were based on heavy cleaning costs in order to be conservative. Cleaning costs are based on actual costs incurred during CCTV and cleaning operations completed this year by Pro-Pipe.

Facilities proposed for upsizing in Chapter 8 were excluded from the rehabilitation plan. Results from the Final Rehabilitation/Replacement Plan were reflective of the rehabilitation plan decision tree.Details of the results are included in Appendix D. Rehabilitation/replacement of the gravity mains were recommended to start from high-risk to low-risk pipelines. Inspection of some gravity mains could not be completed due to various reasons with a defect code "Miscellaneous Survey Abandoned (MSA)" assigned. These "MSA" gravity mains would require the City's immediate attention. Table 9-19 lists the "MSA" gravity mains and the corresponding survey notes. Figure 9-15 shows the final rehabilitation/replacement actions for the gravity mains by risk grading. Rehabilitation/replacement projects should be field validated and evaluated on a project-to-project basis. Lower-risk pipelines may be repaired in an early phase based on its location and project nature.

Table 9-19. "MSA" Gravity Mains

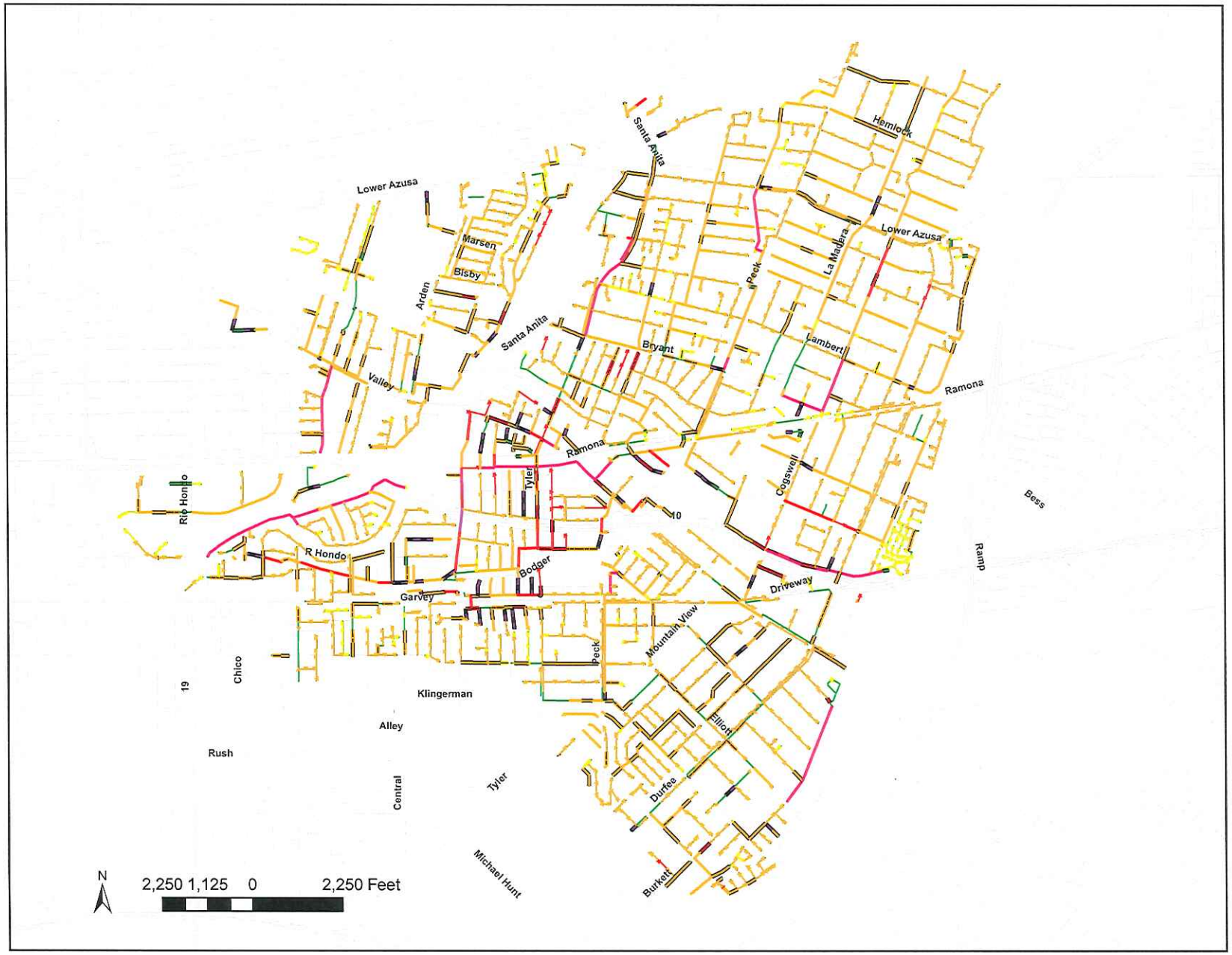
Gravity Main ID	Notes
GM-E5-031	DEBREE IN MAIN; FLIPS CAMERA TO ITS SIDE
GM-E5-031	MATCHED FOOTAGE; COMPLETE
GM-C5-014	AT LIFT STATION
GM-D7-011	POTRUDING LATERAL
GM-D7-011	MATCHED FOOTAGE; COMPLETE
GM-D7-017	DEBREE IN MAIN
GM-D7-017	MATCHED FOOTAGE COMPLETE
GM-C6-060	SCREW DRIVER STUCK IN JOINT
GM-C6-060	MATCHED FOOTAGE; REVERSAL COMPLETE
GM-F3-059	INTRUDING LATERAL
GM-F3-059	INTRUDING LATERAL
GM-F7-027	WEDGED STICK IN LINE
GM-F7-027	WEDGED STICK IN LINE
GM-D3-020	INTRUDING LATERAL
GM-D3-020	INTRUDING LATERAL
GM-G2-056	ATTACHED DEBRIS
GM-G2-056	ATTACHED DEBRIS
GM-E2-039	UNABLE TO CONTINUE DUE TO INTRUSION
GM-E2-035	UNABLE TO CONTINUE DUE TO OBSTRUCTION
GM-G6-015	SIZE REDUCTION
GM-G7-065	UNMAPPED MH MH-G7-066; UNABLE TO MAKE TURN
GM-G7-065	MATCHED FOOTAGE; REVERSAL COMPLETE
GM-F7-004	ROOTS
GM-F7-004	MATCHED FOOTAGE; REVERSAL COMPLETE
GM-E5-076	POSSIBLE ROCKS OR COMPACTED MUD
GM-F4-048	BUILD UP
GM-F6-065	OFFSET
GM-F6-065	OFFSET

Table 9-19. "MSA" Gravity Mains

Gravity Main ID	Notes
GM-E2-035	MATCHED FOOTAGE; COMPLETE
GM-F2-007	MAIN DROPS; LOOKS LIKE A SIPHON
GM-F2-007	REVERSAL INCOMPLETE; MAIN DROPS; LOOKS LIKE A SIPHON
GM-G4-078	INTRUDING LATERAL
GM-G4-078	INTRUDING LATERAL
GM-G4-039	UNKOWN INTRUSION IN MAIN
GM-G5-044	INTRUDING LATERAL
GM-G5-044	INYRUDING PIPE FROM LATERAL
GM-G5-036	INTURDING LATERAL
GM-G5-036	INTRUDING LATERAL
GM-G4-039	REVERSAL COMPLETE; MATCHED FOOTAGE
GM-G6-044	TURN IN PIPE
GM-G6-066	MAIN LINE TURNS; TRACTOR UNABLE TO MAKE TURN
GM-G4-004	SEWER MAIN BROKEN
GM-G4-004	REVERSAL COMPLETE; MATCHED FOOTAGE
GM-H7-053	INTRUDING LATERAL
GM-H7-053	INTRUDING LATERAL
GM-G4-040	INTRUDING LATERAL
GM-G4-040	UNKNOWN OBSTACLE
GM-G4-057	UNABALE TO CONTINUE DUE TO TURN IN CHANLE
GM-G4-057	MATCHED FOOTAGE; ENDED AT UNMAPPED MH; MH-G4-013A
GM-I4-029	INTRUDING SPIKE
GM-H3-029	INTRUSION
GM-H4-084	INTRUDING LATERAL
GM-H4-084	INTRUDING LATERAL
GM-I4-013	UNKNOWN OBSTACLE
GM-H4-083	INTRUDING LATERAL
GM-F6-020	UNDERWATER
GM-G4-007	POTRUDING LATERAL
GM-G4-007	MATCHED FOOTAGE; REVERSAL COMPLETE
GM-F4-010	ROOTBALL
GM-H3-029	INTRUSION
GM-H3-028	UNKNOWN OBSTACLE
GM-H3-028	UNKNOWN OBSTACLE
GM-H3-064	AT EXTRA MANHOLE
GM-H3-064	INTRUDING LATERAL
GM-H3-067	INTRUDING LATERAL
GM-H3-067	INTRUDING LATERAL
GM-H4-055	UNKOWN OBSTRUCTION
GM-G2-024	CAMERA GOES UNDER WATER; DEBREE
GM-K5-081	METEL BAR IN CENTER OF MAIN
GM-K5-081	REVERSAL COMPLETE; MATCHED FOOTAGE
GM-I3-006	INTRUDING LATERAL

Table 9-19. "MSA" Gravity Mains

Gravity Main ID	Notes
GM-I3-006	intruding lateral
GM-K6-025	SCREWDRIVER
GM-K6-025	SCREWDRIVER
GM-G5-060	POTRUDING LATERAL
GM-G5-060	MATCHED FOOTAGE; REVERSAL COMPLETE
GM-H5-009	PIPE SIZE CHANGE
GM-H5-009	PIPE SIZE CHANGE
GM-I4-049	ROOTS
GM-I4-048	INTRUDING LATERAL
GM-I4-048	INTRUDING LATERAL
GM-I4-049	ROOTS
GM-E4-045	WEDGED STICK
GM-E4-045	WEDGED STICK
GM-H4-080	INTRUSION
GM-H4-073	ATTACHED DEBRIS
GM-H1-024	TRACTOR UNABLE TO MAKE RIGHT TURN IN MAIN
GM-H6-050	WEDGED ROD
GM-H6-050	WEDGED ROD
GM-I4-035	OFFSET
GM-I6-059	WEDGED PIPE
GM-I6-059	WEDGED PIPE
GM-J5-028	METAL BAR ACROSS MAIN
GM-H2-042	INTRUDING LATERAL
GM-G2-024	GREASE
GM-F4-001	CORROSION IN CAST IRON PIPE IS CAUSING TRACTOR TO FLIP TO ITS SIDE
GM-K6-056	TRACTOR UNABLE TO PROCEED DUE TO OFFSET AT JOINT
GM-K6-056	REVERSAL COMPLET; MATCHED FOOTAGE
GM-G3-021	SEWER MAIN TURNS INTO A Y
GM-G3-021	UNABLE TO MAKE TURN
GM-F4-001	TRACTOR UNABLE TO PROCEED DUE TO CORROSION IN MAIN UNABLE TO COMPLETE REVERSAL



Legend

Gravity Main Final Rehabilitation Plan

- Investigation
- CCTV in 2 Years
- CCTV/Re-inspection in 5 Years
- CCTV in 10 Years
- CIP
- Defect Repair+ Partial Lining, Risk 2
- Defect Repair+ Partial Lining, Risk 3
- Defect Repair+ Partial Lining, Risk 4
- Defect Repair+Full Lining, Risk 1-2
- Defect Repair+Full Lining, Risk 3
- Defect Repair+Full Lining, Risk 4
- Heavy Cleaning/Cleaning
- Replace, Risk 2
- Replace, Risk 3
- Replace, Risk 4
- Replace, Risk 5
- Gravity Main

Infrastructure

City of El Monte
Wastewater Master Plan

Gravity Main Final Rehabilitation Plan

Figure 9-15

9.5. Manhole Asset Management Plan

A manhole is the most accessible component of the sewer system. Common failures of manholes include infiltration, surrounding ground settlements, corrosion, and structural problems.[7] This Manhole Asset Management Plan was developed using a similar process as the Gravity Main Asset Management Plan.

9.5.1. GIS Database

As part of the City's WWMP, the City's sewer system has been digitized into GIS database. Only a small portion of manholes were identified with a known installation date in the GIS database due to poor or missing records. Manholes with unknown installation dates were assumed to be the same as their downstream pipes. Manhole materials were not available from the as-builts. Based on the manhole inspection data and information provided by City staff, the vast majority of the manholes were constructed of brick or precast concrete. Table 9-20 summarizes the number of manhole by installation year/decade.

Table 9-20. Number of Manholes per Decade

Installation Year, by Decade	# of Manhole	Percent of Total
1900 - 1910	9	0.34%
1910 - 1920	0	0.00%
1920 - 1930	0	0.00%
1930 - 1940	186	6.95%
1940 - 1950	26	0.97%
1950 - 1960	379	14.16%
1960 - 1970	211	7.88%
1970 - 1980	106	3.96%
1980 - 1990	104	3.89%
1990 - 2000	17	0.64%
2000 - 2010	15	0.56%
2010 - 2015	20	0.75%
UNK	1,603	59.90%
Total	**2,676**	**100.00%**

As shown, about 60% of the City's existing manholes do not have a record of installation dates. Of the manholes with a known installation year, more than half were installed 60 or more years ago.

9.5.2. Field Evaluation and CCTV Inspection

As part of the asset management plan, approximately 50% (1,250) of the City's manhole were inspected by Pro-Pipe®. Pro-Pipe® uses MACP (Manhole Assessment Certification Program) certified personnel to perform manhole inspections using IBAK Panoramo SI equipment and software.The IBAK Panoramo SI has the ability to scan a manhole within a 20 second period and provide 360-degree pan, zoom, and tilt optical inspection of any section within the manhole for analysis.

The manholes inspected for this AMP are shown in Figure 9-2.

9.5.3. Manhole Inspection and Rehabilitation Plan

The manhole inspection data was imported into InfoMaster and a survey analysis was performed to geocode the defects, score the manhole structural and operational conditions, and assign preliminary rehabilitation methods for the corresponding manholes using the built-in survey analysis wizard tool. Figure 9-16 shows the defects identified through manhole inspection.

InfoMaster has default rehabilitation methods assigned to the certain defect codes. The rehabilitation methods are listed below:

- No Action
- Cleaning
- Point Repair
- Lining
- Remove Roots

The NASSCO's MACP defects reference table and the default rehabilitation action assigned to the defect code in InfoMaster is included as Appendix E.

A Draft Manhole Rehabilitation Plan was developed based on the manhole inspection data. Therefore, only the inspected manholes were assessed and recommended for rehabilitation actions. In addition to the Draft Rehabilitation Plan, InfoMaster allows users to perform risk-based assessment based on manhole's age, location to critical facilities, connected pipes, etc. The risk assessment results can be used to evaluate the manholes without inspection data. The risk assessment results and the survey analysis results can then be incorporated into one Final Manhole Rehabilitation Plan for the whole system.

9.5.4. Risk Assessment

The risk-based assessment includes evaluation of the manholes' likelihood of failure and consequence of failure. The manhole's likelihood of failure was scored based on two criteria:

- Age
- Manhole Depth

The manhole's consequence of failure was scored based on four criteria:

- Connections
- Connected Inlet Size
- Critical Facilities
- Water Bodies
- Street Type

Details of each criterion will be discussed below.

9.5.4.1. Likelihood of Failure (LOF)

AGE

LOF evaluates the probability of a manhole structural and operational failure. The older the manhole is, a higher score the manhole was assigned. Since over half of the City's manholes are missing installation date records, the inspection data was utilized to determine the score for manholes with an unknown installation year. Figure 17 presents the manholes' average structure score by age in 20 year increments. A higher structure score presents more severe defects.

Legend

Manhole Defect Type

- STRUCTURAL
- CONSTRUCTION
- SERVICE
- MISCELLANEOUS
- Gravity Main

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Wastewater Master Plan

Manhole Defects

Figure 9-16

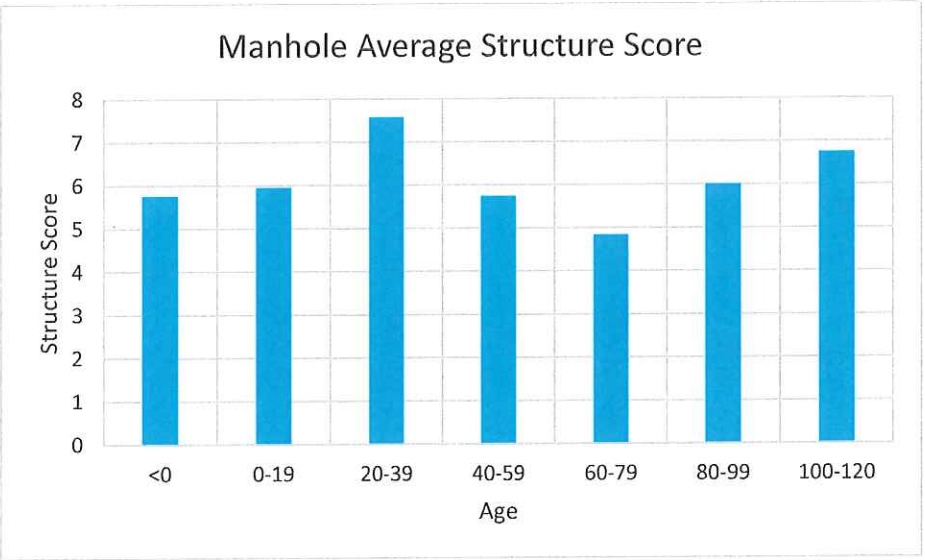

Figure 9-17. Average Manhole Structure Score by Age

Based on Figure 9-17, there is no clear correlation between the structure condition and manhole age. Table 9-21 shows the wall materials identified during manhole inspection.

Table 9-21. Inspected Manhole Material

Wall Material	# of Inspected Manholes
Brick	905
Cast In Place Concrete	4
Precast Concrete	265
Unknown	1
Total	**1,175**

Older manholes constructed prior to 1950s tend to be brick manholes as bricks and mortar were the common materials used to construct manholes. During the mid-20th century, there was a shift from brick manholes to precast concrete manholes. The life span of brick manholes varies depending on the craftmanship of the builders.[8] Precast concrete can have a service life of in excess of 100 years, but precast concrete manholes may be subject to corrosion due to hydrogen sulfide and other chemicals and solvents released in wastewater.[7,9]

Pipes with unknown installation years are close to the average structure score of pipelines with age year of 60-79. For this analysis, they were assigned a medium risk score. Table 9-22 shows the LOF Scores by manhole age.

Table 9-22. LOF Score by Manhole Age

Installation Year	Age (Years)	Score	# of Manhole
<= 1918	100	5	9
1918 - 1943	75 - 100	4	191
1943 - 1968	50 - 75	3	602
1968 - 1993	25 - 50	2	226
1993 - 2016	2 - 25	1	45
UNK		3	1597

Manhole Depth

Similar to gravity main, shallow manholes are assumed more likely to fail due to the traffic volume from the street and deeper manholes assumed more likely to fail due to the increased soil pressure and allow more infiltration. Table 9-23 lists the LOF score by manhole depth.

Table 9-23. LOF Score by Manhole Depth

Manhole Depth (ft)	Score
Less than 4'	5
4-7	1
7-12	3
Greater than 12'	5
UNK	3

9.5.4.2. Consequence of Failure (COF)

CONNECTIONS

As part of the risk assessment, the COF evaluates the criticality of an asset. Manholes with more connections have higher consequence of failure as they usually transfer more flows and have larger sewer basin. Table 9-24 lists the COF score by manhole connections.

Table 9-24. COF Score by Manhole Connections

Connections	Score
<= 1	1
2	2
3	3
4	4
> 4	5

CONNECTED INLET SIZES

Manholes connected to larger pipes, which usually carry more flows and are backbones of the system, are assumed to higher consequence of failure. Table 9-25 lists the COF score by connected pipe size.

Table 9-25. COF Score by Connected Inlet Size

Pipe Size (in.)	Score
<= 8	1
8 - 10	2
10 - 12	3
12 - 15	4
15 - 21	5

CRITICAL FACILITIES

Manholes located near critical facilities including fire departments, police departments, schools, hospitals, and power facilities in this study have higher community impacts throughout the City. The City's GIS database was utilized to determine the distance between manholes and the critical facilities listed above. Manholes within 500 ft of the critical facilities were scored from 1-5, and manholes more than 500 ft away from the critical facilities were given a score of zero.

Table 9-26 lists the COF score by distance between manholes and critical facilities.

Table 9-26. COF Score by Distance to Critical Facilities

Distance (ft)	Score
< 50	5
50 -100	4
100 - 200	3
200 - 300	2
300 - 500	1
> 500	0

WATER BODIES

Failure of a manhole in close proximity to an above-ground water body can result in contamination to the nearest water body and lead to environmental and public health concerns. Table 9-27 lists the COF score by distance to a nearby water body, which is The Rio Hondo. Manholes within 1000 feet of the Rio Hondo were scored from 1-5, and pipes beyond 1000 feet from a water body were given a score of zero.

Table 9-27. COF Score by Distance to Water Body

Distance (ft)	Score
<= 50	5
50- 150	4
150 - 300	3
300 - 450	2
450 - 1000	1
> 1000	0

STREET TYPE

Manholes located in busy streets have a higher consequence of failure as repair or replacement work will aggravate higher volumes of traffic and impact more people. Busy streets are assumed to be street segments with speed limits of 45 mph (miles per hour) and above, such as freeways, highways, and parkways. Manholes are scored based on the streets they are located in. Table 9-28 lists the COF score based on manhole proximity to street type.

Table 9-28. COF Score by Manhole Proximity to Street Type

Speed Limit (mph)	Score
55	5
45	4
35	3
25	2
15	1

After scoring manholes based on the above criteria, a risk analysis was performed to combine the LOF scores and the COF scores to develop a total score for the manholes. Bi-Directional Distribution is also selected for manhole risk analysis, as discussed in the pipeline risk analysis.

Table 9-29 summarizes the weights associated with each LOF criterion and COF criterion for the risk analysis.

Table 9-29. Summary of Weights for Each Manhole Criterion

LOF Criteria	Weight	COF Criteria	Weight
Age	1.00	Connections	2
Manhole Depth	1.00	Connected Pipe Size	2
		Critical Facilities	1
		Water Bodies	1
		Street Type	2

Table 9-30 presents the risk analysis results summary.

Table 9-30. Manhole Risk Analysis Results Summary

Risk	% of Total Number	Number of Facilities
1- Negligible	0.30	8
2-Low	10.04	268
3-Medium	71.84	1,918
4-High	15.54	415
5-Extreme	2.28	61

A small percentage of manholes were assigned to extreme and high risk, and approximately 72% of the manholes were assigned as medium risk. Figure 9-18 and Figure 9-19 provide the breakdown of contribution for the LOF and COF scores.

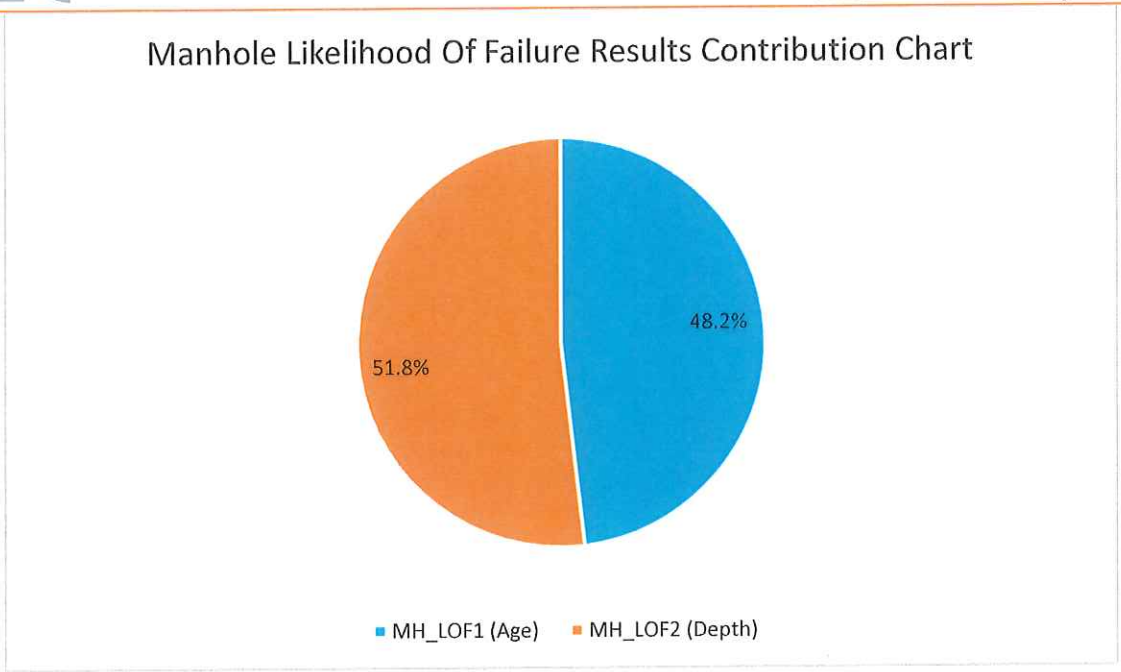

Figure 9-18.Manhole Likelihood of Failure Results Contribution Chart

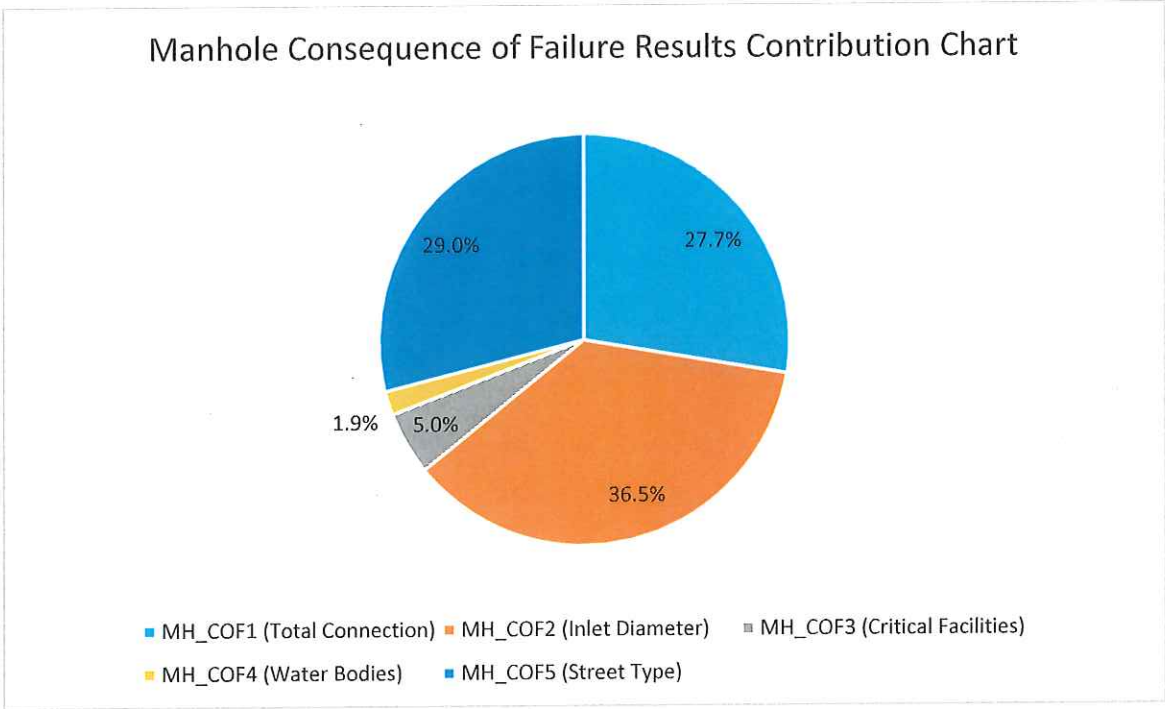

Figure 9-19. Manhole Consequence of Failure Results Contribution Chart

Figure 9-20 and Figure 9-21 show how the manholes of the overall sewer system were scored by LOF and COF. Figure 9-22 shows the combined risks results on the map of the City showing where the highest risk manholes are located.

Legend

Manhole LOF Score Range

- less than or equal to 3
- 3 - 5
- 5 - 6
- 6 - 7
- larger than 7
- Gravity Main

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Manhole Likelihood of Failure Results Map

Figure 9-20

Legend

Manhole COF Score Range

- less than or equal to 12
- 12 - 15
- 15 - 17
- 17 - 20
- larger than 20
- Gravity Main

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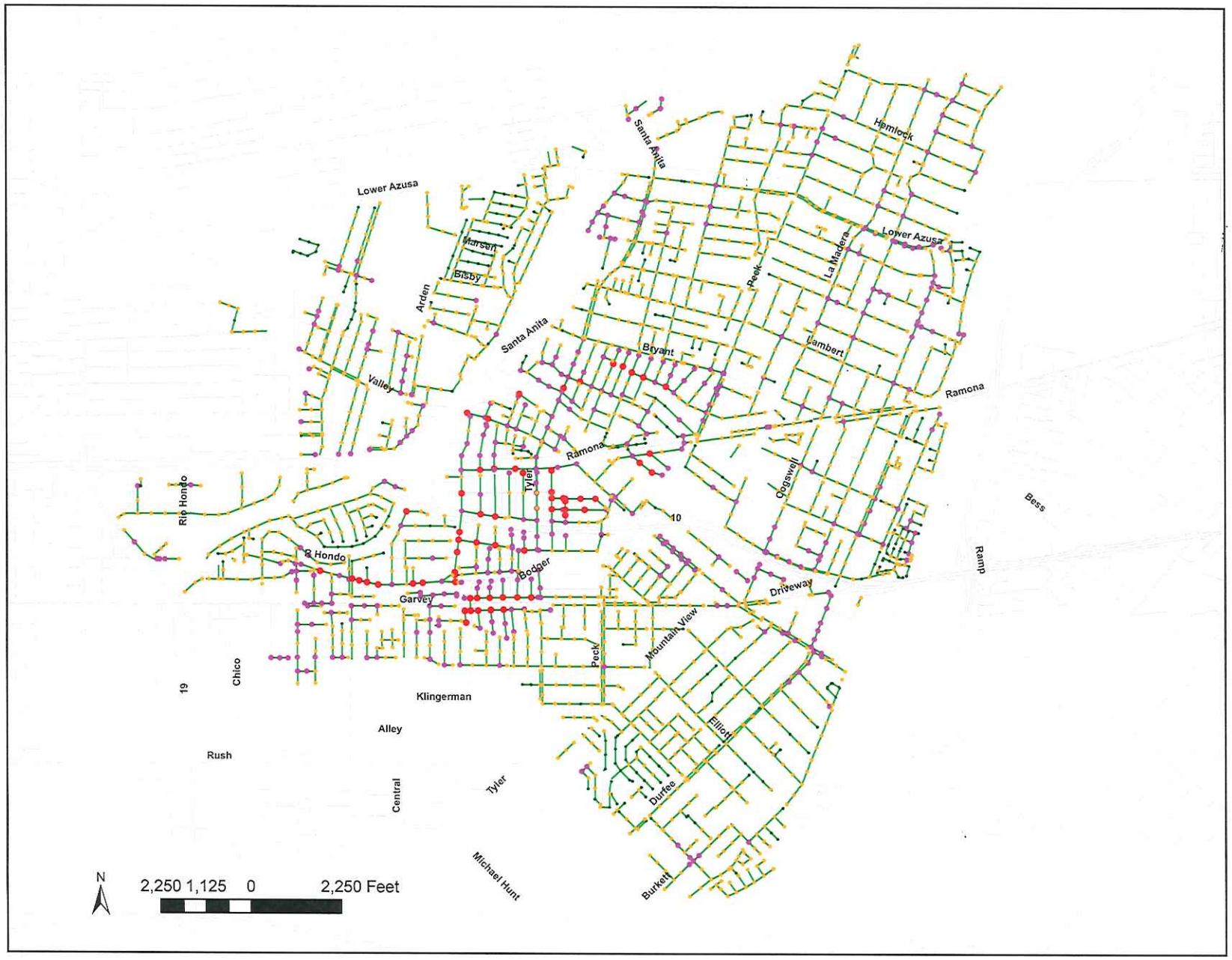
Wastewater Master Plan

Manhole Consequence of Failure Results Map

Figure 9-21



Legend

Manhole Total Risk Score

- less than or equal to 2
- 2 - 3
- 3 - 4
- larger than 4
- Gravity Main

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Wastewater Master Plan

Manhole Risk Analysis
Combined Risk Results Map

Figure 9-22

9.5.5. Manhole Rehabilitation Plan

9.5.5.1. Draft Manhole Rehabilitation Plan

As discussed previously, InfoMaster provides a draft rehabilitation plan solely based on manhole inspection data. Table 9-31 summarizes the results from the Draft Manhole Rehabilitation Plan. Figure 9-23 shows the Draft Rehabilitation Plan as a map.

Table 9-31. Summary of Manhole Draft Rehabilitation Action Recommendations

Rehabilitation Action	Number of Rehabilitation Action Results
CLEANING	736
LINING	1,067
POINT REPAIR	530
REMOVE ROOTS	11
Grand Total	**2,344**

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Wastewater Master Plan

Manhole Draft Rehabilitation Plan

Figure 9-23

9.5.5.2. Final Manhole Rehabilitation/Replacement Plan

With consideration of both the condition assessment results and risk assessment results, a decision tree was created to make the final recommendations on manhole rehabilitation/replacement. Costs associated with each rehabilitation method were also added. The decision tree is customizable to allow users to specify threshold conditions for the corresponding rehabilitation method. The decision tree of the Final Manhole Rehabilitation Plan is shown in Figure 9-24. Based on research of similar studies completed in the past 10 years [10–13], Tables 9-32 shows the planning-level unit costs that were used to develop the Manhole Final Rehabilitation Plan. Unit costs shown in the tables include an additional 30% for contingency and 27.5% for costs for engineering, legal, admin, etc.

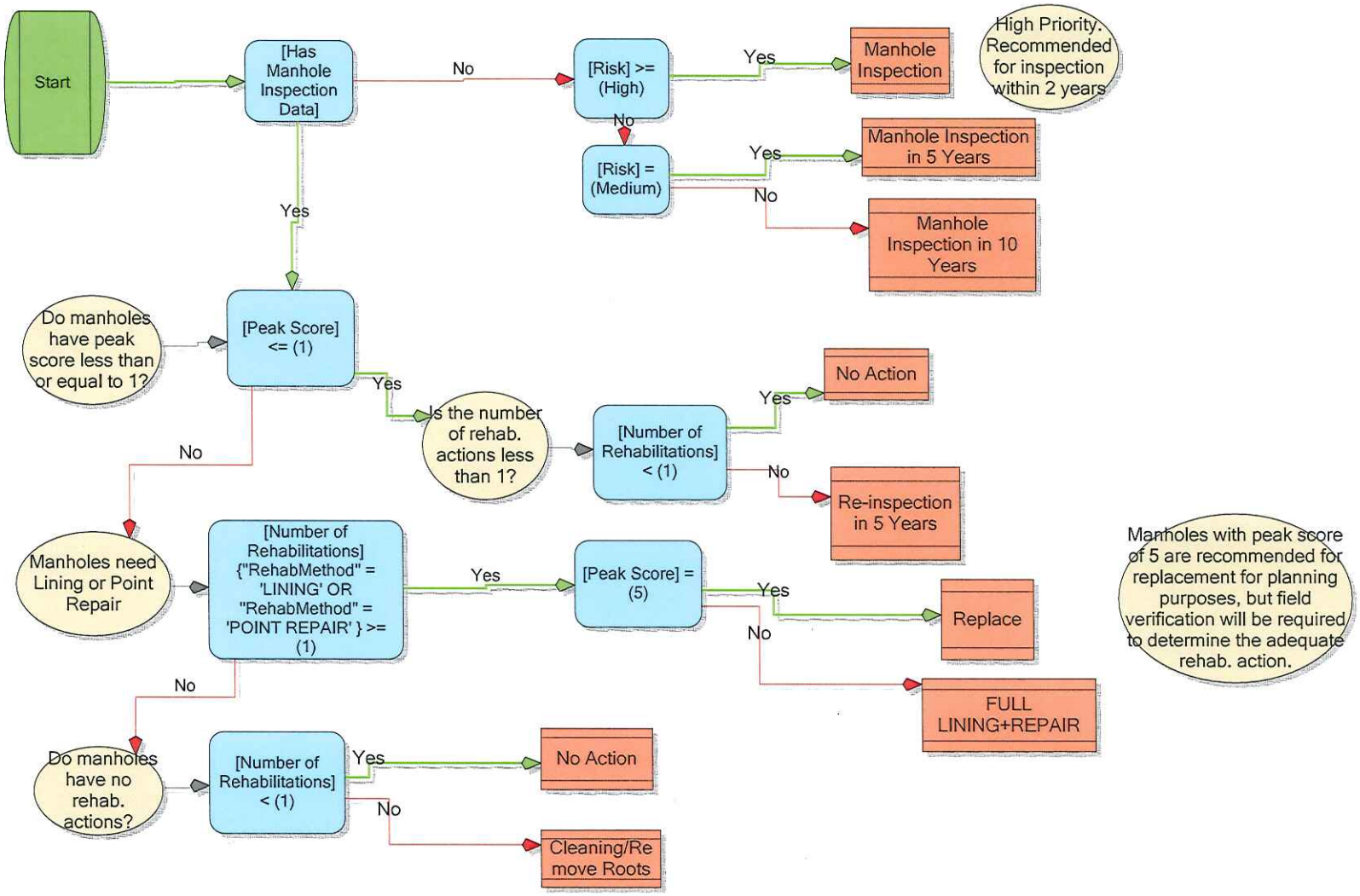
Table 9-32. Unit Costs for Manhole Rehabilitation Methods

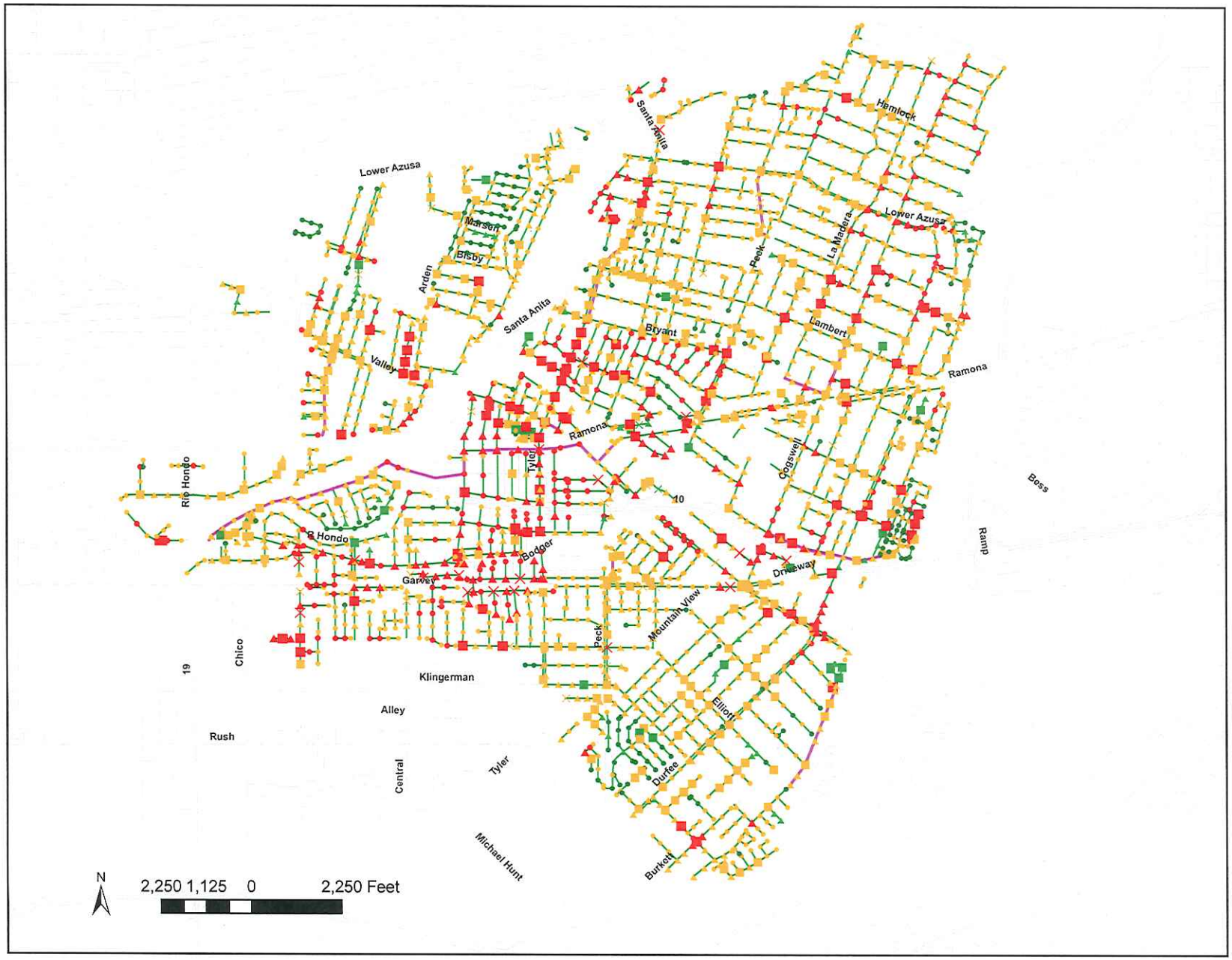
Rehabilitation Method	Unit Cost
Point Repair/Lining	$11,000 ea.
Replacement	$19,000 ea.
CCTV	$110 ea.
Cleaning/Remove Root	$600 ea.

Point repair and lining is assumed to include cleaning and removing roots if necessary.

Results from the Final Manhole Rehabilitation/Replacement Plan are reflective of the rehabilitation plan decision tree. Details of the results are shown in Appendix F. Figure 9-25 presents the final manhole rehabilitation plan by risk grading. Rehabilitation/replacement of the manholes is recommended to start from high-risk manholes to low-risk manholes. Rehabilitation/replacement projects should be field validated and evaluated on a project-to-project basis. Low-risk manholes may be repaired in an early phase based on its location and project nature. Manhole repair/replacement, gravity main repair/replacement, and gravity main upsizing can be combined into one improvement project based on asset location, project nature, and available budget.

Figure 9-24. Manhole Rehabilitation Plan Decision Tree





Legend

Rehab. Action by Risk

- Cleaning/Remove Roots, 2
- Cleaning/Remove Roots, 3
- Cleaning/Remove Roots, 4-5
- Manhole Inspection in 10 Years
- Manhole Inspection in 5 Years
- Manhole Inspection in 2 Years
- FULL LINING+REPAIR, 1-2
- FULL LINING+REPAIR, 3
- FULL LINING+REPAIR, 4-5
- Replace, 2
- Replace, 3
- Replace, 4-5
- Gravity Main CIP
- Gravity Main

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City of El Monte
Wastewater Master Plan

Manhole Final Rehabilitation Plan

Figure 9-25

Following the completion of this Gravity Sewer Asset Management Plan, it is recommended that the City continue to proactively evaluate and manage sewer facilities, including the following:

1. Continue conducting CCTV inspections, assessing the condition of the gravity sewer system using NASSCO standards, and obtaining data that can be uploaded into the City's GIS database. Approximately 50-percent of gravity mains were inspected via CCTV by Pro-Pipe® during the preparation of this Asset Management Plan. The City also utilizes Cues CCTV technology for City crews to inspect pipelines and has the equipment and software to continue this effort. Whether this task is performed by the City or a contractor, it is recommended that the City review current inspection and condition assessment procedures to confirm any data obtained in the future is consistent with NASSCO standards and can be incorporated into the City's database. The City should also develop a clear plan for inspection data so that it is properly transferred from field crews, to supervisors, and if deemed necessary, to engineering and administrative staff for identification of replacement or repair needs. The City should identify a phased approach for future CCTV inspections to ensure all gravity mains are inspected.

2. Continue cleaning gravity mains, which can be done during inspections.

3. Continue conducting manhole inspections. Approximately 50-percent of the City's manholes were inspected by Pro-Pipe® during the preparation of this Asset Management Plan. The City should identify a phased approach for future manhole inspections to ensure all manholes in the system are inspected, defects are identified according to NASSCO standards, and manhole rehabilitation or replacement projects are prioritized.

4. The City should define and implement a manhole rehabilitation program, identifying the City's desired rehabilitation methods, which may include sealing techniques to reduce infiltration, restoration of manhole surfaces, installation of coatings/liners for corrosion protection, installation of bench and channel inserts, removal or replacement of deteriorated steps, replacement of frames and covers, and frame adjustments if needed.

5. Refine or improve the Decision Trees for pipeline and manhole rehabilitations. The flow chart should be refined or updated to improve rehabilitation and replacement decisions and to allow for programmatic decisions to be made consistently.

6. It is recommended that the City also begin the development of an Asset Management Plan for lift stations and force mains, which may entail the following initial steps:
    a. Consider the preparation of a detailed inventory list to document assets at each lift station.
    b. Conduct condition assessments at each station using detailed checklists. This should be performed by a multi-discipline team of mechanical, structural, and electrical engineers assisted by operations staff who are familiar with the details, deficiencies, and maintenance history of the stations. These assessments should document conditions and include condition rankings, an estimate of the remaining useful life, criticality, vulnerability, and overall risk for each asset.
    c. Conduct condition assessments of existing force mains. There are various non-invasive and invasive techniques available to identify corrosion, deterioration, leaks, or defects in existing force mains. The appropriate technique will need to be selected based on the pipeline material, ability to take the pipeline out of service, location, and other factors. Once the condition of each force main is reviewed, force main risk assessments can be performed, and repairs or replacements can be prioritized.

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CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF MARCH 17, 2020

March 2, 2020

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

Dear Mayor and City Council:

CONSIDERATION TO RECEIVE AND FILE THE 2018 WASTEWATER COLLECTION SYSTEM MASTER PLAN

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Receive and File the 2018 Wastewater Collection System Master Plan.

BACKGROUND

It is generally recognized that a Wastewater Collection System Master Plan should be conducted every 5 years as an ongoing process to ensure the effective operations, maintenance and development of the wastewater collection system. In addition to providing information on the strengths and weaknesses of the existing wastewater collection system the master plan also recommends capital improvement projects that will correct deficiencies and prepare for future building developments. The City of El Monte is in the midst of development of properties that were formally occupied by industrial entities, now being developed for commercial and residential purposes. With the changes in property use a comprehensive Wastewater Collection System Master Plan is necessary to help ensure the City is prepared for future demands.

On February 2, 2016, City Council approved the commencement of the Wastewater Master Plan and awarded a contract to Infrastructure Engineering Corporation to develop the plan. The plan was estimated by I.E.C to take 645 days to complete and was finalized in December 2018. The work included: flow monitoring of existing sewers, GIS database conversion, CCTV inspection of the entire system, data interpretation, and the final report.

DISCUSSION

The City's wastewater collection system was analyzed to include existing, near-term, and long-term future conditions. The system was also analyzed under three flow conditions: average dry weather, peak weather, and peak wet weather flow. Based on the peak modeling conditions, which accounts for a 10-year, 24-hour design storm the report notes approximately 3.2 miles of existing pipeline that does not meet planning criteria and about 65% of the deficient pipelines were identified to be undersized to accommodate the peak flow model.

Based on the hydraulic analysis deficient gravity mains were prioritized into 13 projects that consists almost entirely of pipeline upsizing with one new pipeline recommended. The recommended upsizing includes approximately 3% of the City's total collection system. On page 4 of the Executive Summary, the projects were again prioritized by existing, near- and long-term conditions with a cost for those 13 pipeline improvement projects totaling approximately $9.4M.

Asset Management accounted for a considerable amount of time and included inspection of approximately 50% of the City's gravity mains and manholes. Inspected data were used together with the hydraulic model results to develop an asset management plan using InfoMaster software. The software combines asset information from GIS database, CCTV records, and other sources to perform survey data analysis, risk analysis, and rehabilitation planning to ultimately develop rehabilitation and repair plan for the aging infrastructure.

Survey analysis was also performed on the inspected facilities to evaluate their structural, operational, and service conditions. The inspected facilities were then scored based on the defects identified and a rehabilitation criterion was developed. The final rehabilitation plan for gravity mains and manholes are presented in Chapter 9 of the final report.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Staff reviewed, approved, and forwarded the plan for the Enterprise Fund Committee's review. The plan was reviewed and approved by the Enterprise Fund Committee in January 2019. But due to staff turnover and the changes that needed to be made to the GIS system by I.E.C, delays were encountered in bringing the City Council the completed Wastewater Collection System Master Plan for receive and file.

By receiving and filing the Wastewater Collection System Master Plan the City Council does not commit to all projects in the report, but acknowledges that the plan was developed based on existing and forecasted needs of the City and may be used as supporting documentation for possible future operations, maintenance, and capital

improvement projects. During the life of the Wastewater Collection System Master Plan, all individual project approvals, including but not limited to: project budgets; contract executions; and schedules, will be presented to the City Council for approval at the appropriate project milestones. Authorization by the City Council for individual project expenditures will be requested also at the appropriate project milestones.

FISCAL IMPACT/FINANCING

The Wastewater Collection System Master Plan is a forecast tool for future projects and is for information only. This plan does not preclude the addition or deletion of projects in the future years but is a road map of what can be expected for future annual CIP budgets, operations, and maintenance plans. The Wastewater Collection System Master Plan has no current impact on the General Budget. The fiscal impact incurred in the 2016-19 budget years and amounted to $980,982.

CONCLUSION

It is recommended that the City Council receive and file the Wastewater Collection System Master Plan.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

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

Attachment:
1. 2018 Wastewater Collection System Master Plan

DATE: MARCH 17, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

Wastewater Collection System Master Plan

Prepared for:

City of El Monte

11333 Valley Boulevard

El Monte, CA 91731-3293

December 31, 2018

Prepared by:

Infrastructure Engineering Corporation

300 Spectrum Center Drive, Suite 400

Irvine, CA 92618

REGISTERED PROFESSIONAL ENGINEER
JIAJIA HUANG
C84916
CIVIL
STATE OF CALIFORNIA

Signature: _____

Date Signed: 12/31/2018

REGISTERED PROFESSIONAL ENGINEER
SARITA M. LEMONS
No. C63255
Exp. 6-30-20
CIVIL
STATE OF CALIFORNIA

Signature: _____

Date Signed: 12/31/2018

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Executive Summary

The City of El Monte (City) is comprised of an area of approximately 10 square miles in Los Angeles County (County), California. It is a major metropolis located in the hub of San Gabriel Valley with a racially and ethnically diverse population. The City has a population of 115,807 in 2016 with 66% Hispanic, 29% Asian, and 4% Whites (United States Census Bureau). The City has convenient transportation choices with easy access to freeways, roadways and public transit opportunities, and quality infrastructure. Figure 2-1 shows a vicinity map of the study area.

The City's Public Works Department owns, operates, and maintains the City's wastewater collection system with approximately 130 miles of sewer main lines and 7 active lift stations. The City is a member city of one of the seventeen jurisdictions that are signatory to Joint Outfall Agreement that provides for a shared regional interconnected sewer conveyance and treatment system, also referred to as the Joint Outfall System (JOS). The system includes the main Joint Water Pollution Control Plant (JWPCP) and six satellite Water Reclamation Plants (WRPs), and over 1,230 miles of trunk sewers and 50 pumping plants that collect wastewater from the local sewers that are owned, operated, and maintained by its member cities and the County. The City's collection system conveys wastewater generated within the City to connections to the County sewer lines, and the collected wastewater flows are ultimately treated by the Whittier Narrows Water Reclamation Plant (WRP).

This comprehensive Wastewater Collection System Master Plan Update (Plan Update) updates the Wastewater Collection System Master Plan completed in 2005 (2005 WWMP) and evaluates the condition and capacity of the City's wastewater collection system under existing (2016) conditions, near-term future (2021) conditions, and long-term future (2035) conditions to recommend a Capital Improvement Program (CIP). The 2005 WWMP was not developed as a report, but instead included a map of surcharged pipelines and a table of model results.

Chapter 9 of this this Plan Update includes an asset management plan (AMP) to recommend repair/replacement plans for the City's manholes and gravity mains based on the pipeline inspection data and manhole inspection data and risk analysis.

ES-1. System Mapping

As part of this Plan Update, a Geographic Information System (GIS) database of the City's existing wastewater collection system was developed by DCSE, a sub-consultant of this Plan Update, based on the City's sewer atlas and record drawings. New facility IDs were assigned to the sewer assets based on the grid numbers of the sewer atlas. Record drawings were scanned and linked to the GIS mapping system for reference. GIS conversion standards were developed and provided to the City for their continued update and maintenance of the GIS database in the future. With regular updates to the sewer geodatabase, it will become a critical tool for the City's engineering, operations, maintenance and planning departments. Figure 2-2 illustrates the resulting sewer GIS database.

ES-2. Flow Projections

Approximately 94% of the wastewater generated within the City is collected by City-owned facilities and conveyed to connections to the County sewer lines. The remainder of the wastewater generated within the City is collected either by septic systems or directly by the county sewer lines. Wastewater generation factors were developed by utilizing historical water usage records provided by the San Gabriel Valley Water Company (SGVWC) for the past 6 years and flow monitoring data collected for this Plan Update. Table ES 2-1 shows the wastewater generation factors that were used for developing wastewater flow projections.

The existing wastewater flows were then estimated using the wastewater generation factors developed for the corresponding land use types. Near-term future wastewater flows were projected based on the specific future developments known at the time of preparing this Plan Update. The long-term future wastewater flows were projected based on population growth projections. Table ES 2-2 summarizes the average daily flows estimated for each planning time frame.

Table ES 2-1: Wastewater Generation Factors

Land Use		GPD/DU or GPD/room	GPD/Acre	GPD/1000 sq. ft.
Residential	Low-density residential/ Low to medium density residential	-	1,170	-
	Medium density residential	-	1,890	-
	High-density residential	-	3,360	-
	Medium density and Neighbor Commercial	-	1,890	-
	Single Family	170	-	-
	Multi-Family	140	-	-
Commercial[1]		-	1,785	115
Industrial[2]		-	600	100
Public Facilities[3]		-	1,785	115
Open Space/Recreation		-	300	-
Transportation[4]		-	300	-
Hotel		100	-	-

1. Excluding commercial storage
2. Excluding open storage
3. Excluding non-attended public parking facilities
4. Only applicable to airport and bus terminal and yards.

Table ES 2-2: Base Wastewater Flow Projections

Sewer Flow Condition	Existing (mgd)	Near-term Future (mgd)	Long-term Future (mgd)
BWF	6.3	6.89	8.81

Wastewater flows in the above table were projected for the entire city. Approximately 94% of the wastewater flows are collected by the City's wastewater collection system, that is, 5.9 mgd, 6.5 mgd and 8.3 mgd of wastewater flows are collected by the City's wastewater collection system for existing, near-term future, and long-term future conditions, respectively.

ES-3. Hydraulic Development and Analysis

Utilizing the wastewater collection system GIS database developed in the early phase of this Plan Update, a hydraulic model was developed using InfoSWMM. A well calibrated hydraulic model can represent the collection system facilities and reflect the flow characteristics under various flow conditions. It is the primary tool for evaluating the capacity of pipelines in a wastewater collection system. A set of dynamic simulations were developed, and were used to evaluate wastewater system requirements during peak flow conditions, and to develop a recommended set of existing and future system improvements.

To effectively evaluate a wastewater system, it is necessary to derive standards regarding the amount of flow that may be efficiently conveyed by a pipeline to provide reliable gravity sewer service. ***Technical Memorandum No.3 – Draft Sewer System Design Criteria*** was prepared to establish a set of planning criteria for the City's sewer system based on the planning criteria used for other similar sewer municipalities and was reviewed by the City staff. Recommended planning criteria for gravity mains are listed below:

- Existing pipelines 12-inch and smaller in diameter, maximum d/D shall not exceed 0.7,
- Existing pipelines larger than 12-inch in diameter, maximum d/D shall not exceed 0.85,
- New pipelines 12-inch and smaller in diameter, maximum d/D shall not exceed 0.5,
- New pipeline larger than 12-inch in diameter, maximum d/D shall not exceed 0.75.

The City's wastewater collection system was analyzed for three time frames: existing (2016), near-term future (2021), and long-term future (2035). The system was also analyzed under three flow conditions: average dry weather flow (ADWF), peak dry weather flow (PDWF), and peak wet weather flow (PWWF). Deficient pipelines were identified based on the model results under PWWF conditions, which accounts for a 10-year, 24-hour design storm. Based on model results, approximately 3.2 miles of the existing pipelines do not meet the planning criteria, and about 61% of the deficient pipelines were identified to be undersized to accommodate existing PWWF.

Based on the hydraulic analysis presented in Chapter 6, all deficient gravity mains were grouped and prioritized into 13 projects that consist almost entirely of pipeline upsizing with one new pipeline recommended. The recommended upsizing includes approximately 3% of the City's total collection system. A new pipeline was recommended between Santa Anita Ave and Brockway St within the Gateway Specific Plan Area to allow for flow diversion from the existing 15-inch pipeline into the existing 12-inch according to the sewer improvement plan proposed in the Gateway Specific Plan. The new pipeline can avoid pipeline replacements downstream within easements and reduce the number of pipelines needed to be replaced within the area.

ES-4. Capital Improvement Program (CIP)

Pipeline improvements were recommended based on the hydraulic capacity of the pipelines under PWWF conditions. Cost estimates for the CIP projects were developed based upon the unit costs presented in Chapter 8. A summary of the costs by phase are provided in Table ES 4-1.

Table ES 4-1: Cost Estimates for Pipeline Improvement Projects

Project	Capital Improvement Costs ($)
Existing	
1	928,733
2	467,744
3	1,257,072
4	835,206
5	422,921
6	832,102
7	535,629
Existing Total	***5,279,408***
Near-term Future	
8	228,071
Near-term Future Total	***228,071***
Long-term Future	
9	*2,824,783*
10	287,343
11	103,713
12	119,966
13	539,848
Long-term Future Total	***3,875,652***
Total	***9,383,132***

ES-5. Asset Management Plan

Approximately 50% of the City's gravity mains and manholes were inspected for this Plan Update. Inspected data were used together with the hydraulic model results to develop an asset management plan for the City's gravity mains and manholes. InfoMaster, the asset management software developed by Innovyze, was utilized for the development of the gravity main and manhole asset management plans. InfoMaster combines asset information from GIS database, CCTV records, and other sources to perform survey data analysis, risk analysis, and rehabilitation planning to ultimately develop a rehabilitation and repair plan for the aging infrastructure.

Survey analysis were performed on the inspected facilities to evaluate their structural, operational, and service conditions. The inspected facilities were scored based on the defects identified and a rehabilitation action was assigned to the corresponding defect. Risk analysis evaluated the facilities' likelihood of failure and consequence of failure. A decision tree was developed separately for gravity mains and manholes including multi-steps to consider the rehabilitation costs, risk grading, and physical conditions of the asset to determine the adequate rehabilitation action. The final rehabilitation plans for gravity mains and manholes are presented in Chapter 9.

1. Introduction

1.1. General

The City of El Monte (City) is located west of the interchange of Interstate 605 and 10, approximately 12 miles east of Downtown Los Angeles. It is a residential, industrial, and commercial city in the heart of the San Gabriel Valley within the Los Angeles County of California. The wastewater collection facilities that serve the City are owned, maintained, and operated by the City Sewer Division under the City's Public Works Department. The City's most recent sewer master plan was performed by George G. Boghossian & Associates, Inc. and completed in December 2005. There was no report prepared for the 2005 Wastewater System Master Plan (WWMP) but only model results data and a map identifying the surcharged sewer mains.

This comprehensive Wastewater Collection System Master Plan Update (Plan Update) was developed as an update to the 2005 WWMP to review and evaluate the capacity and condition of the wastewater collection system based on future growth projections through year 2035. A Capital Improvement Program (CIP) is recommended for the City based on the evaluation to plan for its aging infrastructure and continued growth of the City's General Plan.

The Master Plan Update is presented in night chapters:

- Chapter 1 – Introduction
- Chapter 2 – Background
- Chapter 3 – System Mapping
- Chapter 4 – Existing Sanitary Sewer System
- Chapter 5 – Wastewater Generation Analysis
- Chapter 6 – Hydraulic Model Development
- Chapter 7 – Hydraulic Analysis and Results
- Chapter 8 – Recommended Capital Improvement Projects
- Chapter 9 – Asset Management Plan

1.2. Authorization

The Wastewater Master Plan Update was performed under a Professional Services Agreement (PSA) entered into between Infrastructure Engineering Corporation (IEC) and the City of El Monte, dated January 19th, 2016.

1.3. Purpose

The purpose of this Plan Update is to develop a sewer system model with geographic information system (GIS) integration to re-evaluate the system capacity in existing, near-term future, and long-term future conditions, and develop a capital improvement program (CIP) to accommodate the sewer flow increase due to City growth. Specific recommendations for pipeline improvements will be made in time frames of existing (2016), near-term future (2021), and long-term future (2035) to address existing and projected capacity constraints. This recommended CIP forms the basis for the updated capacity fee and capital facilities financing plan and will be used in wastewater rate evaluations to be completed in separate financial studies.

1.4. Asset Management

The asset management plan (AMP) was developed by utilizing Innovyze's InfoMaster, identifying and scoring City assets. InfoMaster works in conjunction with the hydraulic model and its results, as well as the condition assessment from pipeline and manhole inspections, ultimately developing a rehabilitation and replacement plan for the aging infrastructure. The AMP also

prioritizes the rehabilitation/replacement projects based on the associated risks of asset failure throughout the City. Cost estimates of the rehabilitation/replacement projects are included.

2. Background

2.1. History of the City

The City of El Monte (City) was incorporated in 1912 and has undergone significant changes over the course of time. In the early 20th century, the City grew and prospered by agricultural industries including fruit orchards, farms, and dairy. The City gradually began to transform into a residential community after the experimental subsistence program called the "Rurban Homesteads" that was established by the federal government during the Depression. The economy began to shift from agriculture base to a modern industrial and commercial base during and after World War II. The City experienced growth in population following the war and became known as a major industrial area manufacturing plastic, glass, and electronic equipment. The population was estimated to be 113,481 by April 2010, and 115,807 by July 2016 according to the United States Census Bureau. Currently, the City has the 10th largest population in Los Angeles County.

2.2. Study Area

The City of El Monte encompasses a land area of approximately 10 square miles, 12 miles east of Downtown Los Angeles. It lies between two rivers: The San Gabriel River borders the city on the east, and the Rio Hondo begins in Irwindale, the neighboring city to the north, and flows southwesterly through the City. Other neighboring cities include the cities of Baldwin Park, Arcadia, Temple City, Rosemead, South El Monte, and unincorporated Los Angeles County. The vicinity map of the City is shown in Figure 2-1.

The City is a highly urbanized residential, industrial, and commercial community, and has become a transportation hub of the San Gabriel Valley with its excellent access to two freeways, Interstate 605 and Interstate 10, railroads, airport, and bus. The City is also a racially and ethnically diverse community with 66% Hispanic, 29% Asian, and 4% White.

2.2.1. Sanitary Sewer Service Area

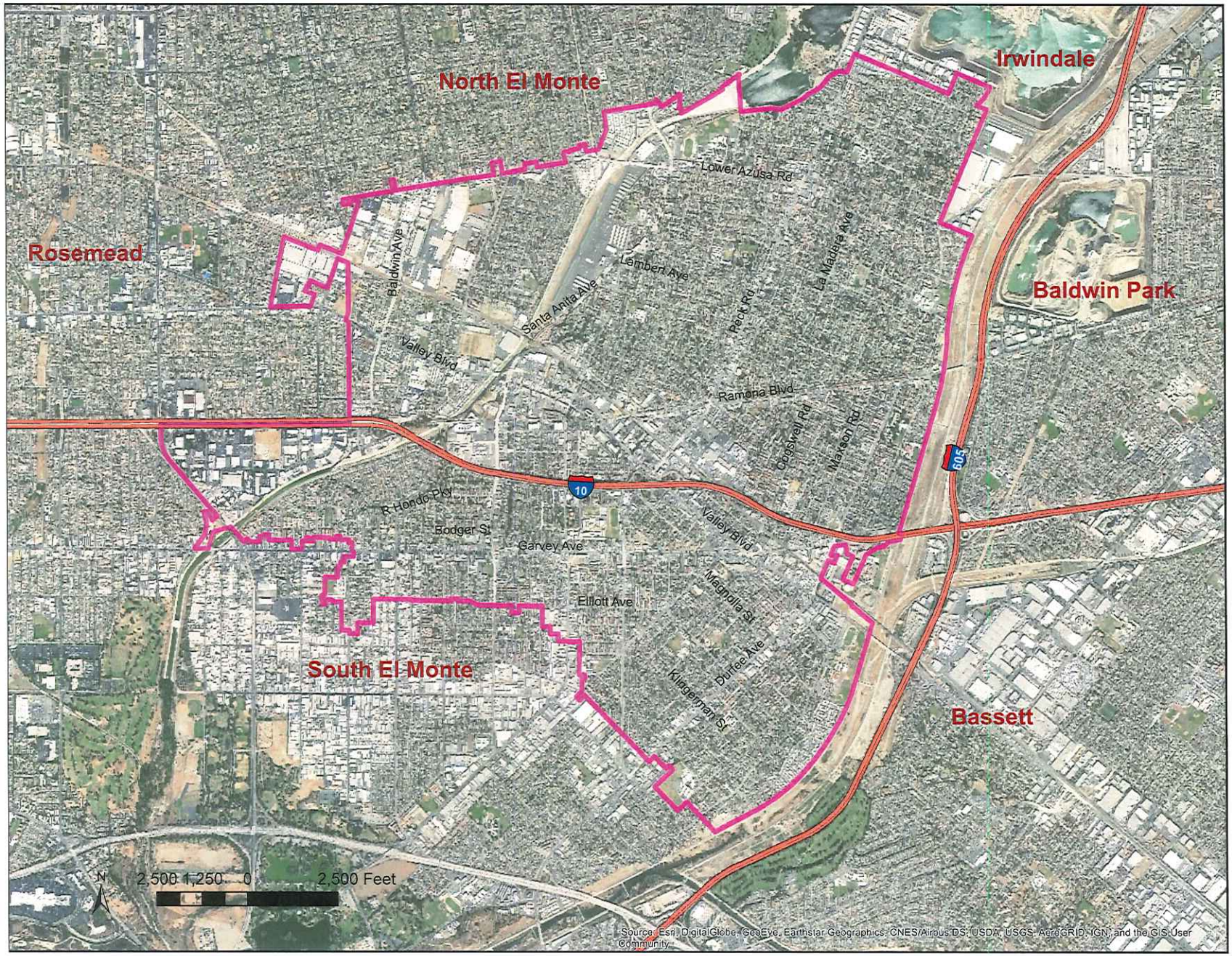
The study area for the wastewater collection system focuses on the City-owned facilities within the City boundary. The City Sewer Division of the Public Works Department is responsible for operating and maintaining the City's wastewater collection system, which includes 130 miles of gravity mains, 2,687 manholes, and 7 sewage lift stations. The City is one of the jurisdictions under District No. 15 of the Los Angeles County Sanitation Districts (LACSD), which is responsible for treating and disposing wastewater collected from the City. Wastewater from the City is conveyed to and treated at the Whittier Narrows Water Reclamation Plant (WRP). District No. 15 is one of the 17 Districts that are signatory to the Joint Outfall Agreement (JOA). This agreement provides for the shared collective ownership and operation of the regional interconnected system of facilities called the Joint Outfall System (JOS). This Plan Update only evaluates the City-owned facilities, and Figure 2-2 shows the studied facilities of this Plan Update.

2.2.2. Previous Planning Studies

Previous planning studies utilized herein include the following:

- 2005 Wastewater System Master Plan, George G. Boghossian & Associates, Inc. – this master plan only provided model output data and addressed the surcharged pipelines in a map. No report was prepared for this master plan.
- 2006 General Plan/Zoning Code Update & Environmental Impact Report – provides existing/future land use information and the basis for future development and sewer flow projections.
- 2011 General Plan – provides existing/future land use information and the basis for future development and sewer flow projections.
- 2006 Gateway Specific Plan – provides future/ build-out land use information and development plans for the Specific Plan area.
- 2016 Downtown Main Street Transit-Oriented District Specific Plan and Master Plan – provides existing/future land use information and development plans of the Specific Plan area.

- 2015 Flair Spectrum Specific Plan – provides existing/future land use information and development plans for the Specific Plan area.
- 2012 Mountain View Specific Plan – provides existing/future land use information and development plans for the Specific Plan area.



Legend

City of El Monte Boundary

Infrastructure

City of El Monte
Wastewater Collection System Master Plan

Study Area Vicinity Map

Figure 2-1

Wastewater Collection System Master Plan

Prepared for:

City of El Monte

11333 Valley Boulevard

El Monte, CA 91731-3293

December 31, 2018

Prepared by:

Infrastructure Engineering Corporation

300 Spectrum Center Drive, Suite 400

Irvine, CA 92618

REGISTERED PROFESSIONAL ENGINEER
JIAJIA HUANG
C84916
CIVIL
STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
SARITA M. LEMONS
No. C63255
Exp. 6-30-20
CIVIL
STATE OF CALIFORNIA

Signature: _____

Date Signed: 12/31/2018

Signature: _____

Date Signed: 12/31/2018

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Executive Summary

The City of El Monte (City) is comprised of an area of approximately 10 square miles in Los Angeles County (County), California. It is a major metropolis located in the hub of San Gabriel Valley with a racially and ethnically diverse population. The City has a population of 115,807 in 2016 with 66% Hispanic, 29% Asian, and 4% Whites (United States Census Bureau). The City has convenient transportation choices with easy access to freeways, roadways and public transit opportunities, and quality infrastructure. Figure 2-1 shows a vicinity map of the study area.

The City's Public Works Department owns, operates, and maintains the City's wastewater collection system with approximately 130 miles of sewer main lines and 7 active lift stations. The City is a member city of one of the seventeen jurisdictions that are signatory to Joint Outfall Agreement that provides for a shared regional interconnected sewer conveyance and treatment system, also referred to as the Joint Outfall System (JOS). The system includes the main Joint Water Pollution Control Plant (JWPCP) and six satellite Water Reclamation Plants (WRPs), and over 1,230 miles of trunk sewers and 50 pumping plants that collect wastewater from the local sewers that are owned, operated, and maintained by its member cities and the County. The City's collection system conveys wastewater generated within the City to connections to the County sewer lines, and the collected wastewater flows are ultimately treated by the Whittier Narrows Water Reclamation Plant (WRP).

This comprehensive Wastewater Collection System Master Plan Update (Plan Update) updates the Wastewater Collection System Master Plan completed in 2005 (2005 WWMP) and evaluates the condition and capacity of the City's wastewater collection system under existing (2016) conditions, near-term future (2021) conditions, and long-term future (2035) conditions to recommend a Capital Improvement Program (CIP). The 2005 WWMP was not developed as a report, but instead included a map of surcharged pipelines and a table of model results.

Chapter 9 of this this Plan Update includes an asset management plan (AMP) to recommend repair/replacement plans for the City's manholes and gravity mains based on the pipeline inspection data and manhole inspection data and risk analysis.

ES-1. System Mapping

As part of this Plan Update, a Geographic Information System (GIS) database of the City's existing wastewater collection system was developed by DCSE, a sub-consultant of this Plan Update, based on the City's sewer atlas and record drawings. New facility IDs were assigned to the sewer assets based on the grid numbers of the sewer atlas. Record drawings were scanned and linked to the GIS mapping system for reference. GIS conversion standards were developed and provided to the City for their continued update and maintenance of the GIS database in the future. With regular updates to the sewer geodatabase, it will become a critical tool for the City's engineering, operations, maintenance and planning departments. Figure 2-2 illustrates the resulting sewer GIS database.

ES-2. Flow Projections

Approximately 94% of the wastewater generated within the City is collected by City-owned facilities and conveyed to connections to the County sewer lines. The remainder of the wastewater generated within the City is collected either by septic systems or directly by the county sewer lines. Wastewater generation factors were developed by utilizing historical water usage records provided by the San Gabriel Valley Water Company (SGVWC) for the past 6 years and flow monitoring data collected for this Plan Update. Table ES 2-1 shows the wastewater generation factors that were used for developing wastewater flow projections.

The existing wastewater flows were then estimated using the wastewater generation factors developed for the corresponding land use types. Near-term future wastewater flows were projected based on the specific future developments known at the time of preparing this Plan Update. The long-term future wastewater flows were projected based on population growth projections. Table ES 2-2 summarizes the average daily flows estimated for each planning time frame.

Table ES 2-1: Wastewater Generation Factors

Land Use		GPD/DU or GPD/room	GPD/Acre	GPD/1000 sq. ft.
Residential	Low-density residential/ Low to medium density residential	-	1,170	-
	Medium density residential	-	1,890	-
	High-density residential	-	3,360	-
	Medium density and Neighbor Commercial	-	1,890	-
	Single Family	170	-	-
	Multi-Family	140	-	-
Commercial[1]		-	1,785	115
Industrial[2]		-	600	100
Public Facilities[3]		-	1,785	115
Open Space/Recreation		-	300	-
Transportation[4]		-	300	-
Hotel		100	-	-

1. Excluding commercial storage
2. Excluding open storage
3. Excluding non-attended public parking facilities
4. Only applicable to airport and bus terminal and yards.

Table ES 2-2: Base Wastewater Flow Projections

Sewer Flow Condition	Existing (mgd)	Near-term Future (mgd)	Long-term Future (mgd)
BWF	6.3	6.89	8.81

Wastewater flows in the above table were projected for the entire city. Approximately 94% of the wastewater flows are collected by the City's wastewater collection system, that is, 5.9 mgd, 6.5 mgd and 8.3 mgd of wastewater flows are collected by the City's wastewater collection system for existing, near-term future, and long-term future conditions, respectively.

ES-3. Hydraulic Development and Analysis

Utilizing the wastewater collection system GIS database developed in the early phase of this Plan Update, a hydraulic model was developed using InfoSWMM. A well calibrated hydraulic model can represent the collection system facilities and reflect the flow characteristics under various flow conditions. It is the primary tool for evaluating the capacity of pipelines in a wastewater collection system. A set of dynamic simulations were developed, and were used to evaluate wastewater system requirements during peak flow conditions, and to develop a recommended set of existing and future system improvements.

To effectively evaluate a wastewater system, it is necessary to derive standards regarding the amount of flow that may be efficiently conveyed by a pipeline to provide reliable gravity sewer service. ***Technical Memorandum No.3 – Draft Sewer System Design Criteria*** was prepared to establish a set of planning criteria for the City's sewer system based on the planning criteria used for other similar sewer municipalities and was reviewed by the City staff. Recommended planning criteria for gravity mains are listed below:

- Existing pipelines 12-inch and smaller in diameter, maximum d/D shall not exceed 0.7,
- Existing pipelines larger than 12-inch in diameter, maximum d/D shall not exceed 0.85,
- New pipelines 12-inch and smaller in diameter, maximum d/D shall not exceed 0.5,
- New pipeline larger than 12-inch in diameter, maximum d/D shall not exceed 0.75.

The City's wastewater collection system was analyzed for three time frames: existing (2016), near-term future (2021), and long-term future (2035). The system was also analyzed under three flow conditions: average dry weather flow (ADWF), peak dry weather flow (PDWF), and peak wet weather flow (PWWF). Deficient pipelines were identified based on the model results under PWWF conditions, which accounts for a 10-year, 24-hour design storm. Based on model results, approximately 3.2 miles of the existing pipelines do not meet the planning criteria, and about 61% of the deficient pipelines were identified to be undersized to accommodate existing PWWF.

Based on the hydraulic analysis presented in Chapter 6, all deficient gravity mains were grouped and prioritized into 13 projects that consist almost entirely of pipeline upsizing with one new pipeline recommended. The recommended upsizing includes approximately 3% of the City's total collection system. A new pipeline was recommended between Santa Anita Ave and Brockway St within the Gateway Specific Plan Area to allow for flow diversion from the existing 15-inch pipeline into the existing 12-inch according to the sewer improvement plan proposed in the Gateway Specific Plan. The new pipeline can avoid pipeline replacements downstream within easements and reduce the number of pipelines needed to be replaced within the area.

ES-4. Capital Improvement Program (CIP)

Pipeline improvements were recommended based on the hydraulic capacity of the pipelines under PWWF conditions. Cost estimates for the CIP projects were developed based upon the unit costs presented in Chapter 8. A summary of the costs by phase are provided in Table ES 4-1.

Table ES 4-1: Cost Estimates for Pipeline Improvement Projects

Project	Capital Improvement Costs ($)
Existing	
1	928,733
2	467,744
3	1,257,072
4	835,206
5	422,921
6	832,102
7	535,629
Existing Total	***5,279,408***
Near-term Future	
8	228,071
Near-term Future Total	***228,071***
Long-term Future	
9	*2,824,783*
10	287,343
11	103,713
12	119,966
13	539,848
Long-term Future Total	***3,875,652***
Total	***9,383,132***

ES-5. Asset Management Plan

Approximately 50% of the City's gravity mains and manholes were inspected for this Plan Update. Inspected data were used together with the hydraulic model results to develop an asset management plan for the City's gravity mains and manholes. InfoMaster, the asset management software developed by Innovyze, was utilized for the development of the gravity main and manhole asset management plans. InfoMaster combines asset information from GIS database, CCTV records, and other sources to perform survey data analysis, risk analysis, and rehabilitation planning to ultimately develop a rehabilitation and repair plan for the aging infrastructure.

Survey analysis were performed on the inspected facilities to evaluate their structural, operational, and service conditions. The inspected facilities were scored based on the defects identified and a rehabilitation action was assigned to the corresponding defect. Risk analysis evaluated the facilities' likelihood of failure and consequence of failure. A decision tree was developed separately for gravity mains and manholes including multi-steps to consider the rehabilitation costs, risk grading, and physical conditions of the asset to determine the adequate rehabilitation action. The final rehabilitation plans for gravity mains and manholes are presented in Chapter 9.

1. Introduction

1.1. General

The City of El Monte (City) is located west of the interchange of Interstate 605 and 10, approximately 12 miles east of Downtown Los Angeles. It is a residential, industrial, and commercial city in the heart of the San Gabriel Valley within the Los Angeles County of California. The wastewater collection facilities that serve the City are owned, maintained, and operated by the City Sewer Division under the City's Public Works Department. The City's most recent sewer master plan was performed by George G. Boghossian & Associates, Inc. and completed in December 2005. There was no report prepared for the 2005 Wastewater System Master Plan (WWMP) but only model results data and a map identifying the surcharged sewer mains.

This comprehensive Wastewater Collection System Master Plan Update (Plan Update) was developed as an update to the 2005 WWMP to review and evaluate the capacity and condition of the wastewater collection system based on future growth projections through year 2035. A Capital Improvement Program (CIP) is recommended for the City based on the evaluation to plan for its aging infrastructure and continued growth of the City's General Plan.

The Master Plan Update is presented in night chapters:

- Chapter 1 – Introduction
- Chapter 2 – Background
- Chapter 3 – System Mapping
- Chapter 4 – Existing Sanitary Sewer System
- Chapter 5 – Wastewater Generation Analysis
- Chapter 6 – Hydraulic Model Development
- Chapter 7 – Hydraulic Analysis and Results
- Chapter 8 – Recommended Capital Improvement Projects
- Chapter 9 – Asset Management Plan

1.2. Authorization

The Wastewater Master Plan Update was performed under a Professional Services Agreement (PSA) entered into between Infrastructure Engineering Corporation (IEC) and the City of El Monte, dated January 19th, 2016.

1.3. Purpose

The purpose of this Plan Update is to develop a sewer system model with geographic information system (GIS) integration to re-evaluate the system capacity in existing, near-term future, and long-term future conditions, and develop a capital improvement program (CIP) to accommodate the sewer flow increase due to City growth. Specific recommendations for pipeline improvements will be made in time frames of existing (2016), near-term future (2021), and long-term future (2035) to address existing and projected capacity constraints. This recommended CIP forms the basis for the updated capacity fee and capital facilities financing plan and will be used in wastewater rate evaluations to be completed in separate financial studies.

1.4. Asset Management

The asset management plan (AMP) was developed by utilizing Innovyze's InfoMaster, identifying and scoring City assets. InfoMaster works in conjunction with the hydraulic model and its results, as well as the condition assessment from pipeline and manhole inspections, ultimately developing a rehabilitation and replacement plan for the aging infrastructure. The AMP also

prioritizes the rehabilitation/replacement projects based on the associated risks of asset failure throughout the City. Cost estimates of the rehabilitation/replacement projects are included.

2. Background

2.1. History of the City

The City of El Monte (City) was incorporated in 1912 and has undergone significant changes over the course of time. In the early 20th century, the City grew and prospered by agricultural industries including fruit orchards, farms, and dairy. The City gradually began to transform into a residential community after the experimental subsistence program called the "Rurban Homesteads" that was established by the federal government during the Depression. The economy began to shift from agriculture base to a modern industrial and commercial base during and after World War II. The City experienced growth in population following the war and became known as a major industrial area manufacturing plastic, glass, and electronic equipment. The population was estimated to be 113,481 by April 2010, and 115,807 by July 2016 according to the United States Census Bureau. Currently, the City has the 10th largest population in Los Angeles County.

2.2. Study Area

The City of El Monte encompasses a land area of approximately 10 square miles, 12 miles east of Downtown Los Angeles. It lies between two rivers: The San Gabriel River borders the city on the east, and the Rio Hondo begins in Irwindale, the neighboring city to the north, and flows southwesterly through the City. Other neighboring cities include the cities of Baldwin Park, Arcadia, Temple City, Rosemead, South El Monte, and unincorporated Los Angeles County. The vicinity map of the City is shown in Figure 2-1.

The City is a highly urbanized residential, industrial, and commercial community, and has become a transportation hub of the San Gabriel Valley with its excellent access to two freeways, Interstate 605 and Interstate 10, railroads, airport, and bus. The City is also a racially and ethnically diverse community with 66% Hispanic, 29% Asian, and 4% White.

2.2.1. Sanitary Sewer Service Area

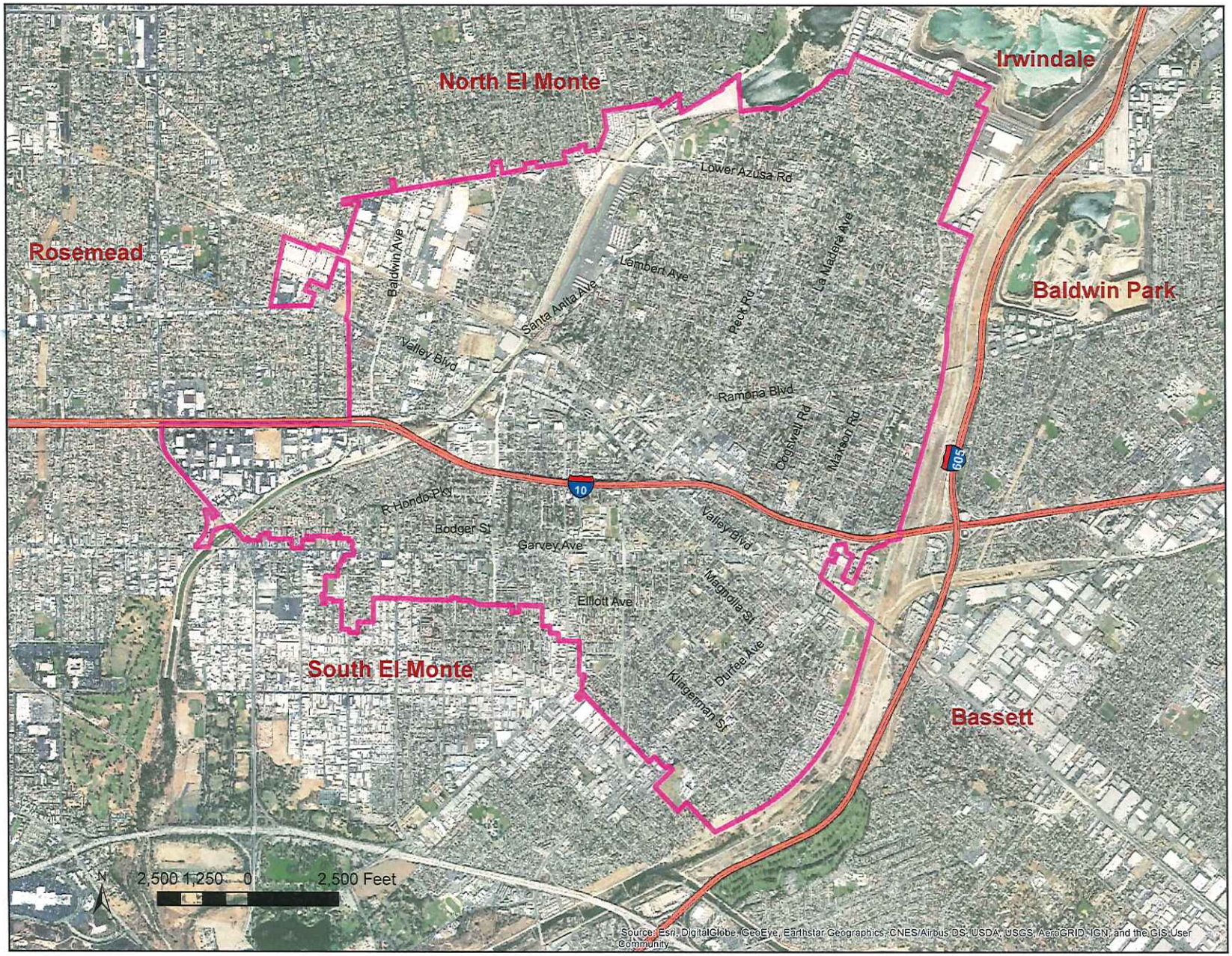
The study area for the wastewater collection system focuses on the City-owned facilities within the City boundary. The City Sewer Division of the Public Works Department is responsible for operating and maintaining the City's wastewater collection system, which includes 130 miles of gravity mains, 2,687 manholes, and 7 sewage lift stations. The City is one of the jurisdictions under District No. 15 of the Los Angeles County Sanitation Districts (LACSD), which is responsible for treating and disposing wastewater collected from the City. Wastewater from the City is conveyed to and treated at the Whittier Narrows Water Reclamation Plant (WRP). District No. 15 is one of the 17 Districts that are signatory to the Joint Outfall Agreement (JOA). This agreement provides for the shared collective ownership and operation of the regional interconnected system of facilities called the Joint Outfall System (JOS). This Plan Update only evaluates the City-owned facilities, and Figure 2-2 shows the studied facilities of this Plan Update.

2.2.2. Previous Planning Studies

Previous planning studies utilized herein include the following:

- 2005 Wastewater System Master Plan, George G. Boghossian & Associates, Inc. – this master plan only provided model output data and addressed the surcharged pipelines in a map. No report was prepared for this master plan.
- 2006 General Plan/Zoning Code Update & Environmental Impact Report – provides existing/future land use information and the basis for future development and sewer flow projections.
- 2011 General Plan – provides existing/future land use information and the basis for future development and sewer flow projections.
- 2006 Gateway Specific Plan – provides future/ build-out land use information and development plans for the Specific Plan area.
- 2016 Downtown Main Street Transit-Oriented District Specific Plan and Master Plan – provides existing/future land use information and development plans of the Specific Plan area.

- 2015 Flair Spectrum Specific Plan – provides existing/future land use information and development plans for the Specific Plan area.
- 2012 Mountain View Specific Plan – provides existing/future land use information and development plans for the Specific Plan area.



Legend

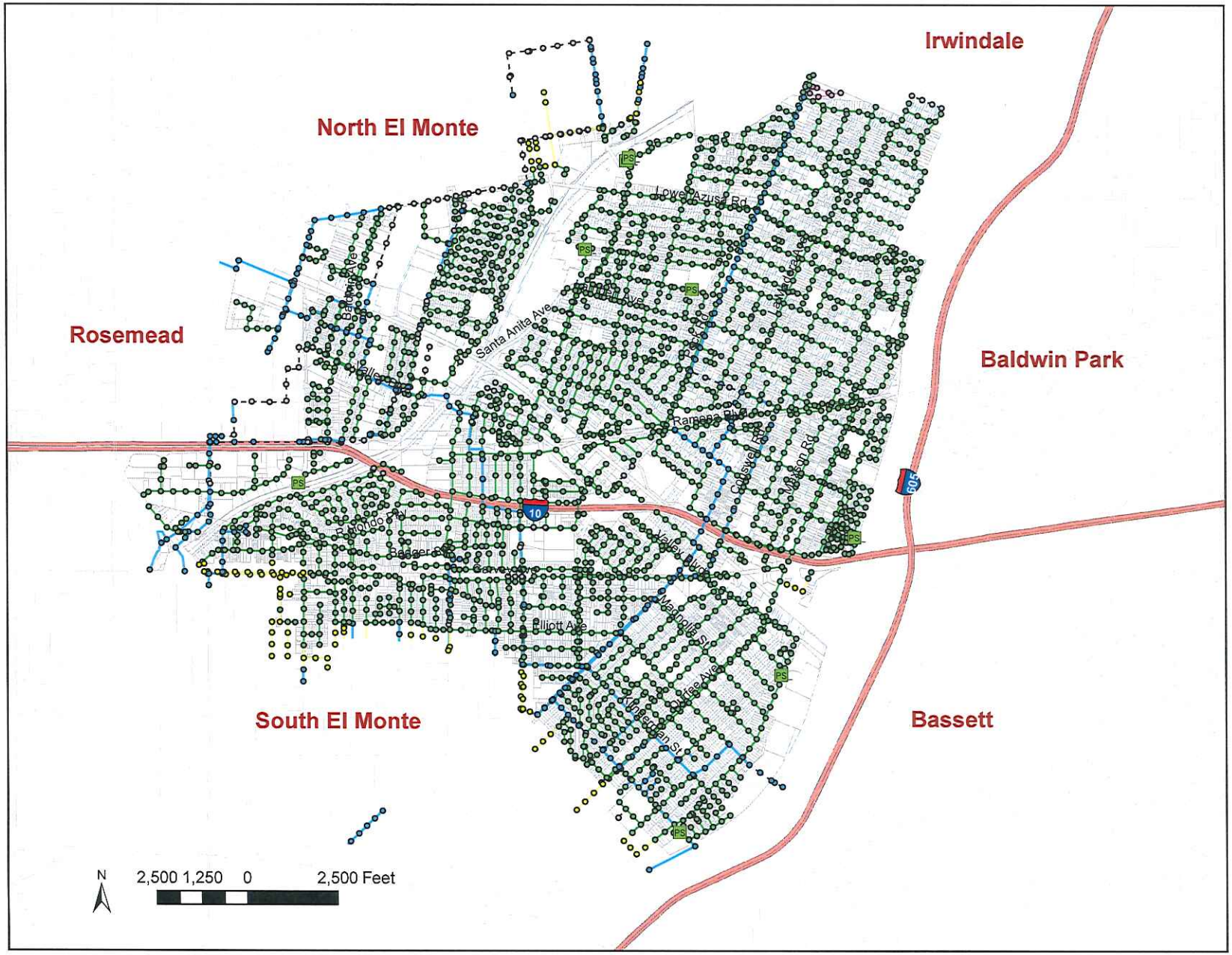
City of El Monte Boundary

Infrastructure

City of El Monte
Wastewater Collection System Master Plan

Study Area Vicinity Map

Figure 2-1



Legend

- City Owned Lift Station
- Other Lift Station
- City Manhole
- County Manhole
- Private Manhole
- Other Manhole
- Abandoned Manhole
- City Sewer Line
- County Sewer Line
- Private Sewer Line
- Other Sewer Line
- Abandoned Sewer Line
- City Parcels

Infrastructure

City of El Monte
Wastewater Collection System Master Plan

Existing Wastewater Collection System

Figure 2-2

3. System Mapping

The City's sewer asset records and maps were kept mostly in a hard copy filing system and the last sewer atlas maps were prepared in 2000. It is important to know the locations and design information of the sewer assets for effective and efficient management, so a critical component of this Plan Update is to consolidate all record drawing to construct a fully comprehensive sewer Geographic Information System (GIS) database for the City. This reduces discrepancies from conflicting maps using different datums, allow easier update to the City's sewer asset records, and provides more accurate and readable electronic maps available to all staff both in the office and in the field, provided the system is updated regularly.

The sewer system geodatabase was prepared by DCSE, a subconsultant to IEC for this Plan Update, and completed in the early phase of this project. The completed sewer GIS database was used as the basis of the hydraulic model and linked to CCTV inspection software for the Asset Management Program. The work performed is briefly summarized below.

3.1. Sewer Atlas

The City's last sewer atlas was prepared in 2000 and hasn't been updated since then. The sewer atlas maps were updated for this Plan Update and used as a basis of the convention system of facility identifiers for the City's sewer geodatabase. The updated sewer atlas is broken down into new atlas grids with a grid scale size of 1:2400 in 11x17" sheets. Old atlas map numbers were retained for future reference.

3.2. Pilot Project

The pilot project was done at the earlier phase of the GIS conversion task. Four grids of sewer atlas maps including G5, G6, H5, and H6 were selected for GIS conversion to execute and validate the conversion procedures. Anomalies were found and verified with City staff. The pilot project also allowed the City to evaluate and choose among the GIS data formats and the alternative techniques for data conversion, and was used as the foundation to complete the final geodatabase design.

3.3. GIS Mapping

GIS conversion of the City's sewer system was developed at the beginning of the Plan Update as the geodatabase was used as the basis for the hydraulic model development and asset management program. This effort included conversion of the City's existing wastewater collection system data into ESRI's spatial database engine (SDE) format, and an extensive review of available record drawings. Information on record drawings such as pipe diameter, slope, rim/invert elevations, material, and age was extracted to the sewer geodatabase. Record drawings were also scanned and linked to the GIS mapping system, which allows for a view of scans by clicking on the selected features. Errors and discrepancies found on record drawing were verified with City staff. Deliverables for this task included inventory lists of source data, assessment reports of missing data, database design documents, and a finalized wastewater geodatabase with atlas page layout.

Each asset in the GIS database has a unique identifier, which is the facility identification number (Facility ID). The convention system for the sewer assets were based on the Updated Sewer Atlas Book. The naming of Facility IDs is broken down into three parts. For example, Facility ID GM-G6-049 is a gravity main noted by a short abbreviation of "GM" located in atlas sheet number "G6" with an asset number of "049".

GIS conversion standards were developed and provided to the City for their continued update and maintenance of the GIS database. A parcel level GIS layer was also created to include the existing and build-out land use information collected as part of this project that will allow the City to easily modify and update land use in the future as changes occur or as future updates of the master plan occur.

3.4. Manhole Inspections and CCTV Pipeline Inspections

As part of this Plan Update, manhole inspections and CCTV pipeline inspections were performed by Pro-Pipe ®, a subconsultant to IEC for this Plan Update, on approximately 50% of the system. The inspection data supplement the GIS data on sewer manholes and pipelines that were missing as-builts or had contradictory record drawing data and was used to develop the AMP. The manhole inspections were performed using 360-High Definition Manhole Inspections utilizing the IBAK

Panoramo Si which can capture 100% of the entire manhole cavity and measure inverts, defects, etc. The CCTV pipeline inspections were performed using Digital Pipeline Scanning utilizing the IBAK Panoramo 3D Optoscanner which captures 100% of the entire pipeline interior and measure the diameters, offsets, etc.

Details of the selection techniques on the sewer facilities were discussed in ***Technical Memorandum NO. 2 – Manhole Inspections and CCTV Inspections***, dated April 12, 2017 prepared by IEC.

4. Existing Sanitary Sewer System

The City of El Monte is a member agency under District 15 of the Sanitation Districts of Los Angeles County (LACSD). The LACSD are a confederation of 24 independent special districts that provide wastewater and solid waste management service for approximately 5.6 million people over 78 cities in the Los Angeles County. Seventeen of the jurisdictions, including District 15, are signatory to the Joint Outfall Agreement, an interjurisdiction agreement that addresses the collective ownership and operation of the regional, interconnected system of wastewater conveyance, treatment and disposal facilities, known as the Joint Outfall System (JOS). The JOS includes seven wastewater treatment plants, over 1,230 miles of trunk sewers, and 50 pumping plants that conveys sewerage from member cities' and the County's local sewers to the LACSD's treatment plants. The City's existing sanitary sewer system includes a total of approximately 130 miles of pipelines and 7 lift stations. Currently, most wastewater flows generated within the City are conveyed by City facilities to connections to the County sewer lines, and are ultimately treated at the Whittier Narrows Water Reclamation Plant (WRP), located south of the City, for Primary, secondary, and tertiary treatment. Nearly all treated effluent is reused for irrigation and groundwater recharge. A limited number of City residences are on septic tanks.

4.1. Summary of Wastewater Assets

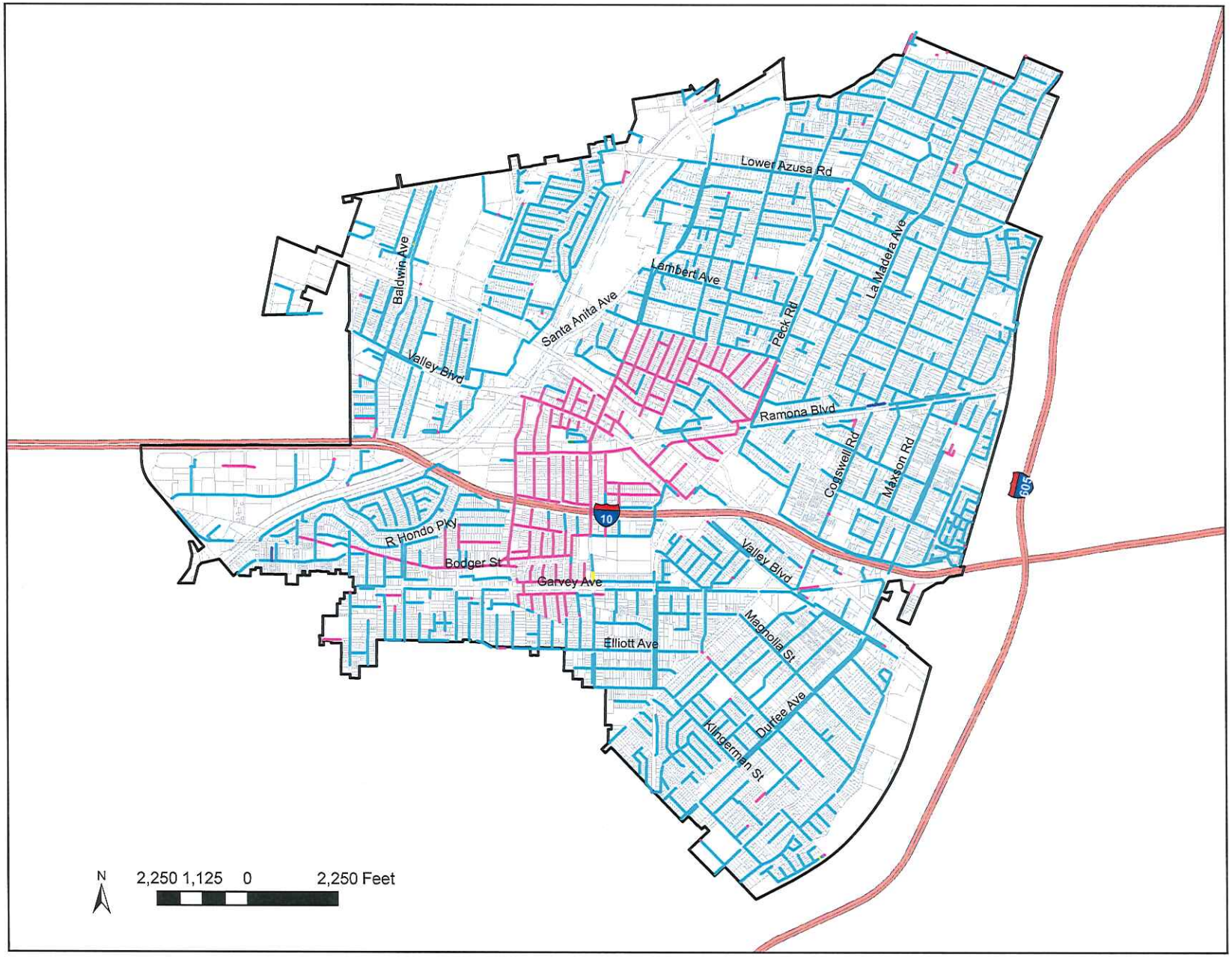
4.1.1. Gravity Mains

The City owns and operates approximately 129.7 miles of pipelines in the sewer collection system. Material information for gravity mains were obtained from record drawings and included in the facilities attributes of the sewer geodatabase. The majority of existing pipelines are Vitrified Clay Pipe (VCP) as shown in Table 4-1. Figure 4-1 shows locations of the pipelines by material type.

Table 4-1: Gravity Mains by Material

Material Abbreviation	Material Name	Total Length (ft)	Total Length (miles)	Percent of City Gravity Mains by Length
ABS	Acrylonitrile Butadiene Styrene	763	0.145	0.11%
CAS	Cast Iron	440	0.083	0.06%
CIPP	Cured In Place	410	0.078	0.06%
DIP	Ductile Iron	136	0.026	0.02%
PVC	Polyvinyl Chloride	12	0.002	0.00%
VCP	Vitrified Clay	583,787	110.6	85.2%
UNK	Unknown	99,338	18.8	14.5%
Total		684,886	129.7	100%

About 14.5% of the total length of gravity mains were categorized with Unknown material due to the lack of information in the record drawings or the lack of record drawings. The City may revisit this and update the geodatabase when better information is available.



Legend

Gravity Main by Material

- Acrylonitrile Butadiene Styrene (ABS)
- Cast Iron (CAS)
- Cured In Place (CIPP)
- Ductile Iron (DIP)
- Polyvinyl Chloride (PVC)
- Vitrified Clay (VCP)
- Unknown (UNK)
- City Parcels
- City of El Monte Boundary

Infrastructure

City of El Monte
Wastewater Collection System Master Plan

Gravity Mains by Material

Figure 4-1

The City's gravity mains range from 6-in to 21-in in diameter with 8-inch gravity main predominating, as shown in Table 4-2. Gravity mains displayed by diameter are shown in Figure 4-2.

Table 4-2. Gravity Mains by Diameter

Diameter	Total Length (ft)	Total Length (miles)	Percent of City Gravity Mains by Length
6	1,841	0.35	0.27%
8	590,378	111.8	86.2%
10	35,851	6.8	5.2%
12	29,401	5.6	4.3%
15	12,646	2.4	1.8%
18	4,153	0.79	0.6%
21	321	0.06	0.05%
UNK	10,295	1.95	1.5%
Total	684,886	129.71	100.0%

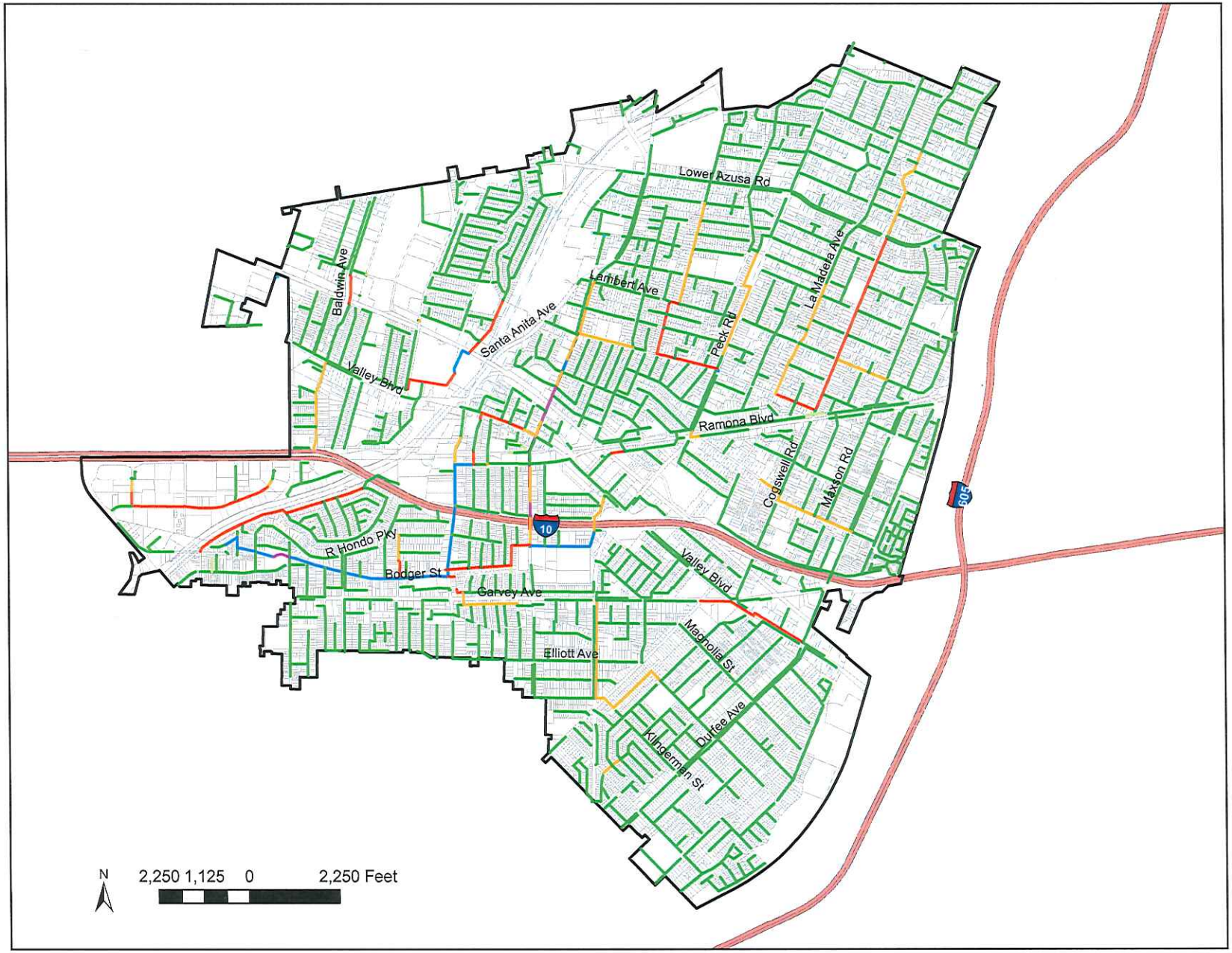
4.1.2. Lift Stations

There are currently 7 sewer lift stations that are owned, operated, and maintained by the City. Detailed design and operation information was not available for all the sewer lift stations at the time of preparing this Plan Update, so assumptions were made when developing the hydraulic model. Table 4-3 lists the locations of the 7 lift stations. Served areas of the lift stations are identified in Figure 4-3.

Table 4-3. Existing Sewer Lift Stations

Number	Lift Station	Number of Pumps	Serving Area
1	Lambert	2	Lambert Park (Park Restrooms)
2	Mountain View High School	2	Mountain View High School
3	Flair	2	Surrounding Area
4	Fine View	2	Surrounding Area
5	Kings Row	3	Shield of Faith Christian School and the surrounding area
6	Tyler	2	Surrounding Area
7	Lewis Home	2	3 connected developments

Two of the lift stations, Lambert and Mountain View High School, were not modeled in the hydraulic model as they are used only for individual lots and can be analyzed as point loads. Similarly, two pumps of the Kings Row Lift Station that serve the individual lots were also not modeled.



Legend

Pipeline by Diameter

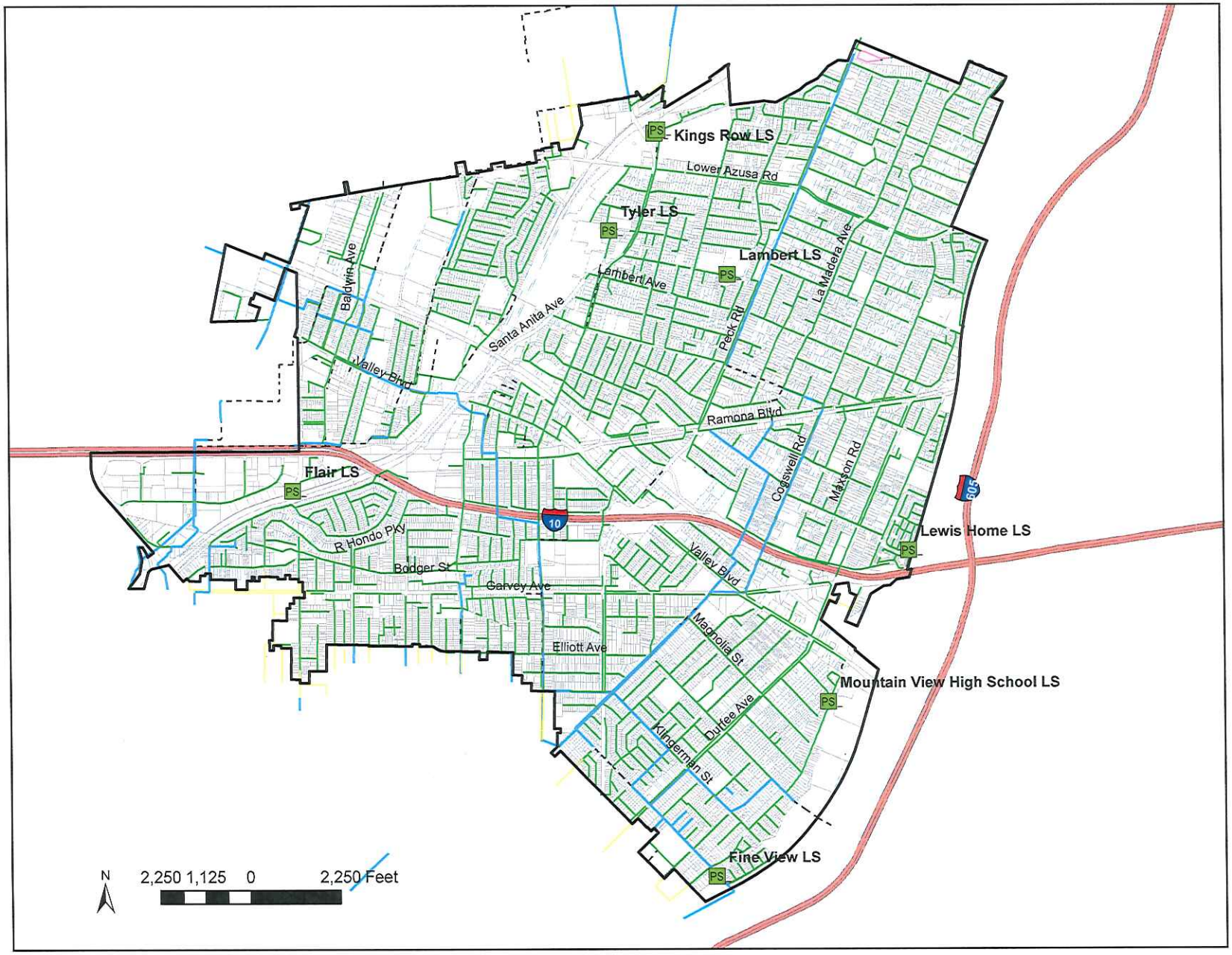
- 4-inch
- 6-inch
- 8-inch
- 10-inch
- 12-inch
- 15-inch
- 18-inch
- 21-inch
- City Parcels
- City of El Monte Boundary

Infrastructure

City of El Monte
Wastewater Collection System Master Plan

Gravity Mains by Diameter

Figure 4-2



Legend

- Lift Station
- City Sewer Line
- County Sewer Line
- Private Sewer Line
- Other Sewer Line
- Abandoned Sewer Line
- City Parcels
- City of El Monte Boundary

Infrastructure

City of El Monte
Wastewater Collection System Master Plan

City Lift Stations

Figure 4-3

5. Wastewater Generation Analysis

5.1. Background

Approximately 94% of wastewater generated within the City is collected by the City-owned facilities and then conveyed to the County-owned sewer lines. A few residences are on septic tanks, and the remaining wastewater generated within the City is either collected directly by County-owned facilities or collected by the neighboring City-owned facilities and then conveyed to the County-owned facilities. The collected wastewater flows are ultimately treated at the Whittier Narrows WRP.

This Plan Update only focuses on wastewater flows collected by the City-owned facilities as they are used for capacity assessment for the City's wastewater collection system. Figure 5-1 shows the parcels served by the City's sewer system. This chapter presents the estimation of wastewater flows for existing conditions and future conditions that are used as the basis for the hydraulic analysis. The wastewater flows were estimated for the existing (2016), near-term future (2021), and long-term future (2035) conditions.

5.2. Flow Monitoring Program

In order to quantify the existing wastewater flow collected by the City's sewer system and project the future wastewater flow, it is necessary to know the return-to-sewer (RTS) ratios by land use types in addition to that of the City's historical water usage records. A flow monitoring program was included as an early task of this Plan Update to characterize the wastewater flows entering the City's sewer system, and the collected flow monitoring data was used to develop and validate the sewer generation factors.

The flow monitoring program was conducted over a six-week period from 4/7/2016 through 5/23/2016 at five flow monitoring sites, which were selected to be representative areas of various land use types throughout the collection system. The flow monitoring sites and monitor basins are illustrated in Figure 5-2. ***Technical Memorandum No. 1 – Flow Monitor Plan (TM-1)***, provided in Appendix A, documents the methodology used to select the flow monitoring sites and characterizes the primary land use types of the tributary flow areas. Detailed results of the flow monitoring data for each monitoring site were presented in a separate ***Flow Monitoring Plan***.

5.3. Wastewater Flow Projections

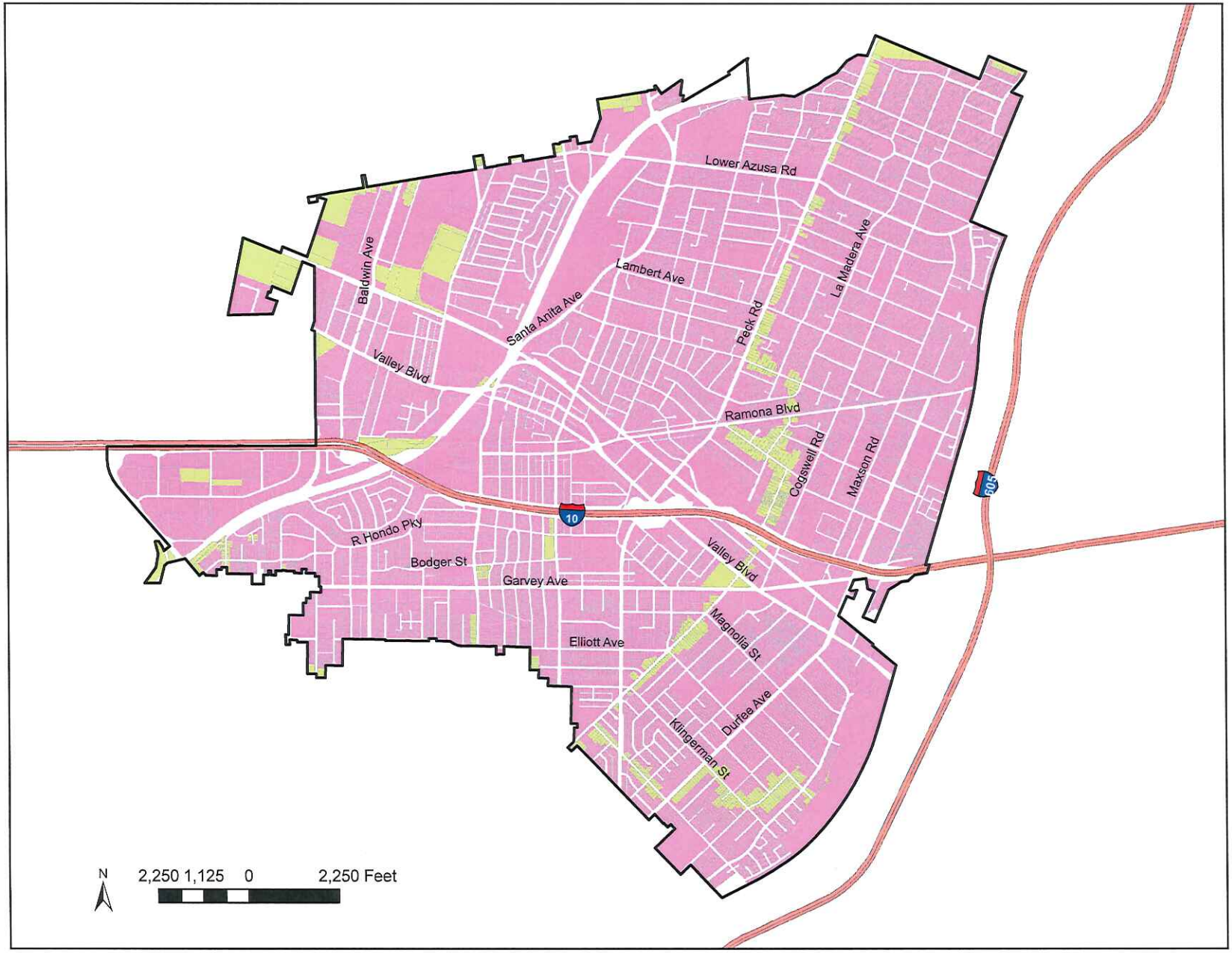
5.3.1. Land Use and Wastewater Unit Generation Rates

There are nine water agencies that provide water services to businesses and residences within the City with three being the major water providers: The City serves approximately 20% of the City's land area, the San Gabriel Valley Water Company (SGVWC) serves approximately 58% of the City's land area, and California American Water serves approximately 10% of the City's land area. Figure 5-2 identifies the service area by water provider. Only the 2010 to 2015 historical water billing data from SGVWC was available at the time of this Plan Update and was used as a base to estimate the City's existing wastewater generation.

Existing wastewater flow rate was estimated using the water billing data provided by SGVWC for the period 2010 to 2015. Existing wastewater discharge for each billing account was calculated based upon the average usage over the previous 6 years. Water billing accounts were matched to Assessor's Parcel Numbers (APNs) through geo-coding using GIS. The geo-coding process matched approximately 87% of the water user accounts. Matched accounts from the City accounted for approximately 50% of the City land area. Water demand unit factors were then calculated by land use type based on the corresponding gross acreage and water usage. The existing water demand of the overall city was then calculated with the water demand unit factors with an assumption made that the remaining 50% of the land area had similar water usage characteristics and wastewater generation characteristics.

RTS ratios were calculated and calibrated based on sewer flows captured at the flow monitoring sites and the estimated water demands from the corresponding sewer tributary area. For land use types that were not covered in the flow monitoring program, RTS ratios were recommended based on a review of planning studies from neighboring agencies.

Wastewater unit generation rates for residential parcels were categorized into low-density/low-to-medium density residential (LDR/MLDR), medium-density residential (MDR), high-density residential (HDR), and medium density residential/neighbor commercial (MDNC). According to the City's ***2015 Urban Water Management Plan***, the water demand duty factor for residential households is approximately 60 gallons per capita per day (GPCD). Based on the City's ***2014-2021 Housing Element***, the average household size is at 4.04 persons. Table 2 of the ***General Plan and Zoning Codes Update and EIR Existing Conditions Report*** lists the allowed density and intensity of use for each residential use type. Maximum densities for LDR/MLDR, MDR, HDR, and MDNC are 8 du/ac, 14 du/ac, 25 du/ac, and 14 du/ac, respectively.



Legend

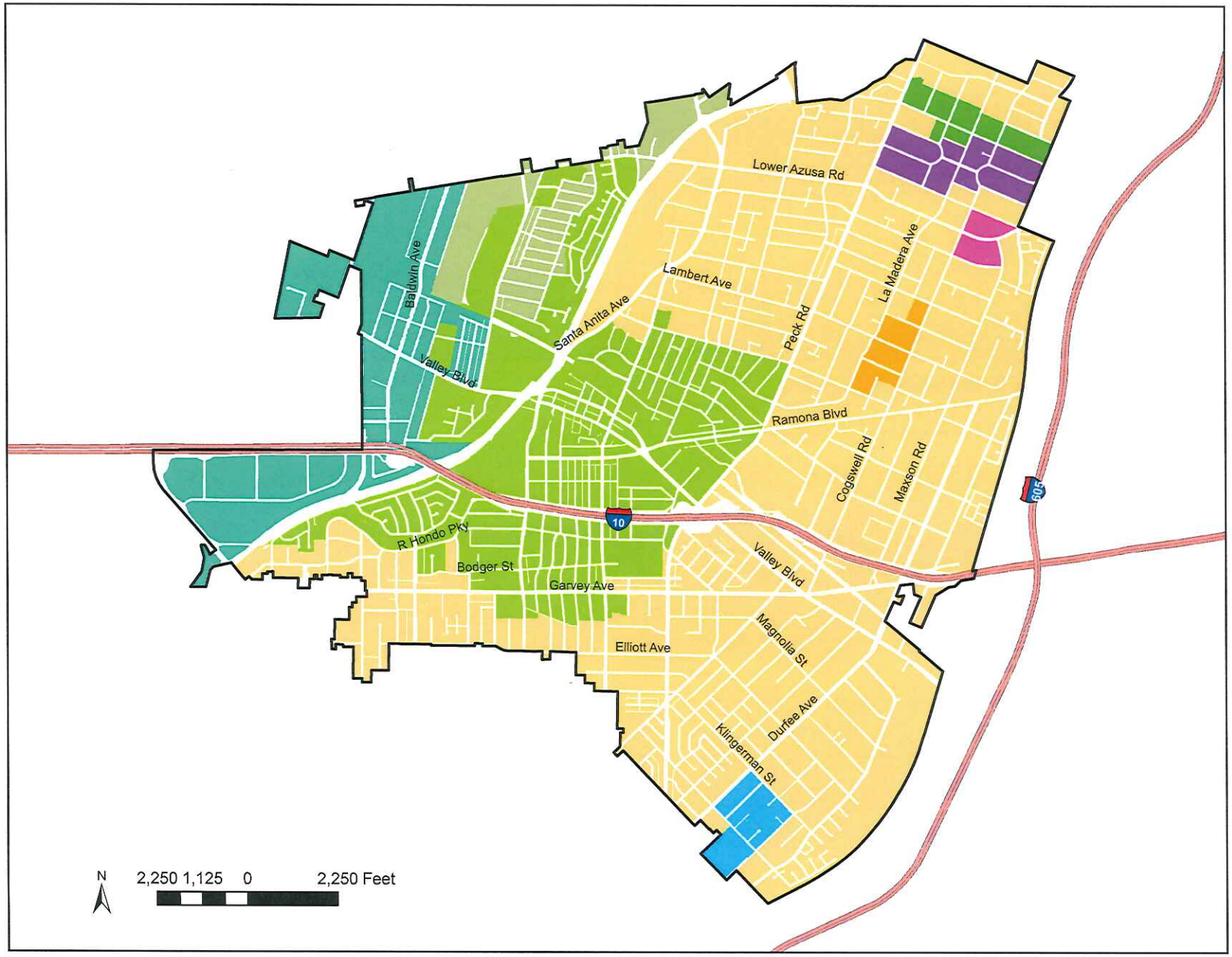
- Parcels Connected to County Lines
- Parcels Connected to City Sewer
- City of El Monte

Infrastructure ENGINEERING CORPORATION

City of El Monte
Wastewater Collection System Master Plan

Parcels Connected to the City's Sewer System

Figure 5-1



Legend

- California American
- Champion
- City of El Monte
- Del Rio
- Golden State Water
- Hemlock
- Ruban Homes
- San Gabriel Valley
- Sterling Mutual
- City of El Monte Boundary

Infrastructure

City of El Monte
Wastewater Collection System Master Plan

Water Service Providers

Figure 5-2

Table 5-1 presents the estimated water demand unit factors, the RTS ratios, and the recommended wastewater unit generation rates by land use type for existing conditions. Approximately 63.4% of the City's calculated average sewer flow can be attributed to residential land use types, and the remainder can be attributed to commercial, industrial, public facilities, open space/recreation, and transportation.

Table 5-1: Wastewater Unit Generation Factors for Existing Conditions

Land Use		Water Demand Unit Factor (gpd/acre)	RTS Ratio	Wastewater Generation Unit Factor (gpd/acre)
Residential	Low Density Residential/ Medium to Low Density Residential	1,800	0.65	1,170
	Medium density Residential	2,700	0.7	1,890
	High Density Residential	4,800	0.7	3,360
	Medium Density/Neighbor Commercial	2,700	0.7	1,890
Commercial[1]		2,100	0.85	1,785
Industrial[2]		1,000	0.6	600
Public Facilities[3]		2,100	0.85	1,785
Open Space/Recreation		1,000	0.3	300
Transportation[4]		1,000	0.3	300

1. Excluding commercial storage
2. Excluding open storage
3. Excluding non-attended public parking facilities
4. only applicable to airport and bus terminal and yards.

Wastewater unit generation factors listed in Table 5-1 were estimated per gross acreage. For known future developments with development details on building square feet and/or residential units, wastewater unit generation factors, developed by IEC from recently completed projects of a similar nature, were used and are listed in Table 5-2.

Table 5-2: Wastewater Unit Generation Factors

Land Use	Unit	Wastewater Generation Unit Factor (gpd/unit)
Single-family Residential	unit	170
Multi-family Residential	unit	140
Commercial	sq. ft.	115/1,000
Office	sq. ft.	115/1,000
Industrial	sq. ft.	100/1,000
Hotel	Room (rm)	100

5.3.2. Existing Baseflow Development

Three flow components are considered for the City's wastewater system hydraulic analysis: Base Wastewater Flow (BWF), Ground Water Infiltration (GWI), and Rainfall Dependent Infiltration/Inflow (RDI/I). BWF is domestic (or sanitary) wastewater flow from residential, commercial, and institutional (schools, churches, hospitals, etc.) sources, plus industrial wastewater. The existing BWF was estimated by applying the wastewater generation unit factors to the corresponding land use categories. Average Dry Weather Flow (ADWF) combines the BWF and GWI.

5.3.3. Future Wastewater Flows Projection

Future BWF projections were calculated for two time frames: near-term future (2021) and long-term future (2035). A list of known future developments was considered for the future wastewater flow projections, as outlined in Table 5-3. Most of these future developments are anticipated to be completed in near-term future, and a few projects will be developed in phases from existing throughout 2035. Near-term future BWF were projected by adding the specific near-term future development flows to the existing BWF. Project sites of the future developments are identified in Figure 5-3.

The specific future developments were assumed to remain unchanged in long-term future projections. Long-term future flows from the remainder areas were projected based on the Proposed General Plan (GP) zone designations. Wastewater flows from areas with changes to GP zone designation were re-calculated with the Proposed General Plan zone designations while area with unchanged GP zone designation were increased linearly consistent with the population projections from 2016 to 2035. Based on the U.S. Census Bureau, the City's population in 2016 is 115,807. The City of El Monte is projected to increase population to 140,000 by 2035, approximately 20.9% increase from 2016.

Table 5-3: Known Future Developments

Project #	Address	Description	Proposed Land Use	Sewer Generation Factor	Existing			Near-term			Long-term			Total Development Flows (gpd)
					Unit	Proposed Development	Sewer Flow (gpd)	Unit	Proposed Development	Sewer Flow (gpd)	Unit	Proposed Development	Sewer Flow (gpd)	
1	4304 Temple City Blvd	New 28,655 sf warehouse building, within 150 ft of residential zoned or use property	Industrial	100 gpd/1000 sf	-	-	-	sf	28,655	2,866	-	-	-	2,866
2	4200 Baldwin Ave	Unknow development, assumed 0.5 of the lot area for building area	Industrial	100 gpd/1000 sf	-	-	-	sf	21,780	2,178	-	-	-	2,178
3	4123-4143 Rowland Ave	72-unit multi-family development in two phases	Multi-family	140 gpd/unit	-	-	-	units	72	10,080	-	-	-	10,080
4	4144 Arden Dr	New 63,450 sf industrial building	Industrial	100 gpd/1000 sf	-	-	-	sf	63,450	6,345	-	-	-	6,345
5	10620 Hickson St	2 new industrial buildings with 67,000 sf of total space	Industrial	100 gpd/1000 sf	-	-	-	sf	67,000	6,700	-	-	-	6,700
6	4102-4156 Baldwin Ave & 9960 Bessie Ave	55 family units on two lots totaling 3.71 acres	Multi-family	140 gpd/unit	-	-	-	units	55	7,700	-	-	-	7,700
7	9933 Valley Blvd	New 16,900 sf s-story commercial building	Commercial	115 gpd/1000 sf	-	-	-	sf	16,900	1,944	-	-	-	1,944
8	9920 Valley Blvd	A new 4-story Hilton Gardens hotel	Hotel	100 gpd/rm	-	-	-	rm	133	13,300	-	-	-	13,300
9	4000 Arden Dr	A new Walmart Superstore in 15.4 acres lot	Commercial	115 gpd/1000 sf	-	-	-	sf	186,782	21,480	-	-	-	21,480
10	3527 Santa Anita Ave	Part of the Gateway Master Plan. residential and commercial developments in 4 lots	Multi-family	140 gpd/unit	units	132	18,480	units	620	86,800	-	-	-	105,280
10	3527 Santa Anita Ave	Part of the Gateway Master Plan. residential and commercial developments in 4 lots	Commercial	115 gpd/1000 sf	-	-	-	sf	75,000	8,625	-	-	-	8,625
11	3335 Santa Anita Ave	Part of the Gateway Master Plan. Parcel 5 of Gateway Project: 12-story 200 room hotel, 100,000 sf of office, 35,000 sf of theater space, 100,000 sf of dining/retail, total space of 430,000 gross sf	Commercial	115 gpd/1000 sf	-	-	-	sf	235,000	27,025	-	-	-	27,025

Table 5-3: Known Future Developments

Project #	Address	Description	Proposed Land Use	Sewer Generation Factor	Existing			Near-term			Long-term			Total Development Flows (gpd)
					Unit	Proposed Development	Sewer Flow (gpd)	Unit	Proposed Development	Sewer Flow (gpd)	Unit	Proposed Development	Sewer Flow (gpd)	
11	3335 Santa Anita Ave	Part of the Gateway Master Plan. Parcel 5 of Gateway Project: 12-story 200 room hotel, 100,000 sf of office, theater space and dining/retail, total space of 430,000 gross sf	Hotel	100 gpd/rm	-	-	-	rm	200	20,000	-	-	-	20,000
12	9400 Flair Dr	Flair Spectrum Specific Plan. 14.6 ac. Mixed-use project for an outlet center w/ 690,000 sf of retail and restaurants, a 250 room hotel and 600 residential units	Commercial	115 gpd/1000 sf	-	-	-	sf	690,000	79,350	-	-	-	79,350
12	9400 Flair Dr	Flair Spectrum Specific Plan. 14.6 ac. Mixed-use project for an outlet center w/ 690,000 sf of retail and restaurants, a 250 room hotel and 600 residential units	Hotel	100 gpd/rm	-	-	-	rm	250	25,000	-	-	-	25,000
12	9400 Flair Dr	Flair Spectrum Specific Plan. 14.6 ac. Mixed-use project for an outlet center w/ 690,000 sf of retail and restaurants, a 250 room hotel and 600 residential units	Multi-family	140 gpd/unit	-	-	-	unit	600	84,000	-	-	-	84,000
13	3268 Rosemead Blvd	New two-story office/showroom building	Office	115 gpd/1000 sf	-	-	-	sf	20,000	2,300	-	-	-	2,300
14	9133 Garvey Ave	New 5-story, 61.7k office building, remodel 26.7k for warehouse and remodel 9.6k for print shop. Demo remaining buildings	Commercial	115 gpd/1000 sf	-	-	-	sf	98,000	11,270	-	-	-	11,270
15	11234 Montecito Dr	New 5 residential lot division	Single-family	170 gpd/unit	-	-	-	units	5	850	-	-	-	850
16	3708 Cypress Ave	12 unit detached multi-family development	Multi-family	140 gpd/unit	-	-	-	units	12	1,680	-	-	-	1,680
17	11127 Ramona Blvd	Part of Downtown Main St. 62 units including 4 live-work units	Multi-family	140 gpd/unit	-	-	-	units	62	8,680	-	-	-	8,680
18	11712 Lansdale St	A 4-unit PUD	Multi-family	140 gpd/unit	-	-	-	units	4	560	-	-	-	560
19	11640-11710 Valley Blvd	4-story 76-unit residential condo	Multi-family	140 gpd/unit	-	-	-	units	76	10,640	-	-	-	10,640

Table 5-3: Known Future Developments

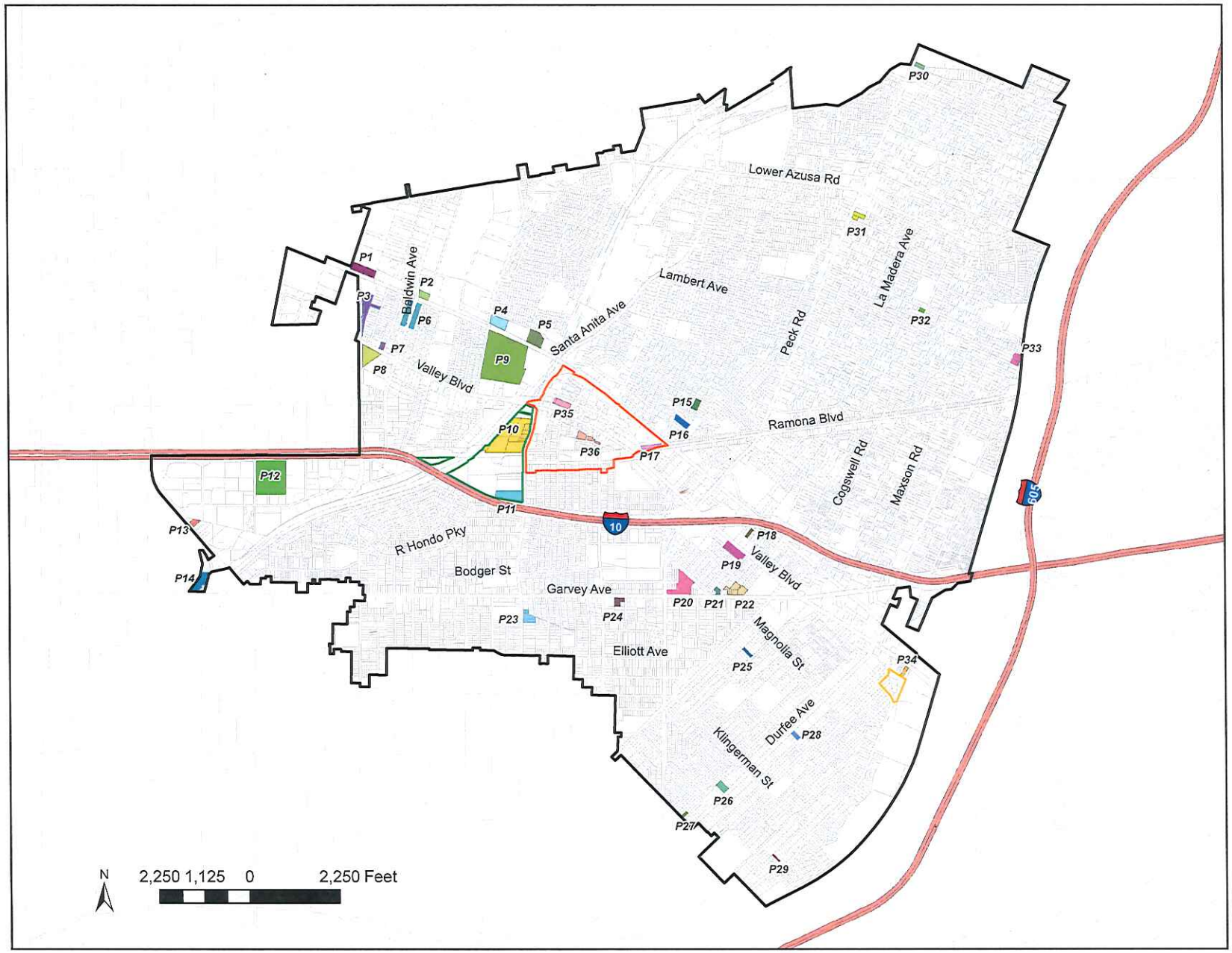
Project #	Address	Description	Proposed Land Use	Sewer Generation Factor	Existing			Near-term			Long-term			Total Development Flows (gpd)
					Unit	Proposed Development	Sewer Flow (gpd)	Unit	Proposed Development	Sewer Flow (gpd)	Unit	Proposed Development	Sewer Flow (gpd)	
20	11301-11401 Garvey Ave	Demo existing auto dealership and construct new mixed-use project including 2,800 sf of retail and 114 residential units	Multi-family	140 gpd/unit	-	-	-	units	114	15,960	-	-	-	15,960
20	11301-11401 Garvey Ave	Demo existing auto dealership and construct new mixed-use project including 2,800 sf of retail and 114 residential units	commercial	115 gpd/1000 sf	-	-	-	sf	2,800	322	-	-	-	322
21	11605 Garvey Ave	30 senior residential units and 5,500 sq.ft of retail uses	Multi-family	140 gpd/unit	-	-	-	units	30	4,200	-	-	-	4,200
21	11605 Garvey Ave	30 senior residential units and 5,500 sq.ft of retail uses	commercial	115 gpd/1000 sf	-	-	-	sf	5,500	633	-	-	-	633
22	11619-11707 Garvey Ave & 11726-28 Asher and 3024 La Madera	Mixed-use complex with ground floor retail and upper floor housing. Two buildings	Multi-family	140 gpd/unit	-	-	-	units	106	14,840	-	-	-	14,840
22	11619-11707 Garvey Ave & 11726-28 Asher and 3024 La Madera	Mixed-use complex with ground floor retail and upper floor housing. Two buildings	Commercial	115 gpd/1000 sf	-	-	-	sf	58,213	6,694	-	-	-	6,694
23	2704, 2710, 2728 Santa Anita Ave	38 new townhouse units and 2 new detached SFR	Multi-family	140 gpd/unit	-	-	-	units	38	5,320	-	-	-	5,320
23	2704, 2710, 2728 Santa Anita Ave	38 new townhouse units and 2 new detached SFR	Single-family	170 gpd/unit	-	-	-	units	2	340	-	-	-	340
24	11022-11048 Garvey Ave	Mixed-use development include 70 townhomes, and free-standing 2,154 sf retail building	Multi-family	140 gpd/unit	-	-	-	units	70	9,800	-	-	-	9,800
24	11022-11048 Garvey Ave	Mixed-use development includes 70 townhomes, and free-standing 2,154 sf retail building	Commercial	115 gpd/1000 sf	-	-	-	sf	2,154	248	-	-	-	248
25	2709 Cogswell Rd	4- unit PUD	Multi-family	140 gpd/unit	-	-	-	units	4	560	-	-	-	560
26	2253 Durfee Ave	Mixed-use project: 36 residential units, 4 retail stores on the first floor	Multi-family	140 gpd/unit	-	-	-	units	36	5,040	-	-	-	5,040

Table 5-3: Known Future Developments

Project #	Address	Description	Proposed Land Use	Sewer Generation Factor	Existing			Near-term			Long-term			Total Development Flows (gpd)
					Unit	Proposed Development	Sewer Flow (gpd)	Unit	Proposed Development	Sewer Flow (gpd)	Unit	Proposed Development	Sewer Flow (gpd)	
26	2253 Durfee Ave	Mixed-use project: 36 residential units, 4 retail stores on the first floor. Lack of details of the building sf of the commercial area, use gross acreage for flow calculation	Commercial	1785 gpd/ac	-	-	-	ac	1.03	1,942	-	-	-	1,942
27	12228 Chosen St	GPA from MLR to MMU and ZC from R2 to MMU and P overlay for a new 29,365 manufacturing/office building and parking	Commercial	115 gpd/1000 sf	-	-	-	sf	29,365	3,377	-	-	-	3,377
28	2616 Durfee Ave	Mixed use 2,500 sf commercial and 13 residential units	Commercial	115 gpd/1000 sf	-	-	-	sf	2,500	288	-	-	-	288
28	2616 Durfee Ave	Mixed use 2,500 sf commercial and 13 residential units	Multi-family	140 gpd/unit	-	-	-	units	13	1,820	-	-	-	1,820
29	2231 Parkway Dr	9-unit residential subdivision	Multi-family	140 gpd/unit	-	-	-	units	9	1,260	-	-	-	1,260
30	11613 Rio Hondo Pkwy	5 new detached 2-story units. Lot area of 23,274 sf	Multi-family	140 gpd/unit	-	-	-	units	5	700	-	-	-	700
31	4704-4716 Peck Rd	Demo existing buildings and construction of a 4-story 49 unit affordable housing complex	Multi-family	140 gpd/unit	-	-	-	units	49	6,860	-	-	-	6,860
32	4455 Cogswell	Lot split 1 to 2	Single-family	170 gpd/unit	-	-	-	units	2	340	-	-	-	340
33	4422-4436 Bannister St	23 residential lots and 1 common lot to establish 3+ residential units	Single-family	170 gpd/unit	-	-	-	units	23	3,910	-	-	-	3,910
33	4422-4436 Bannister St	23 residential lots and 1 common lot to establish 3+ residential units	Multi-family	140 gpd/unit	-	-	-	units	3	420	-	-	-	420
34	12432 Valley Blvd	New 60521 sf hotel construction with 96 guest rooms	Hotel	100 gpd/rm	-	-	-	rams	96	9,600	-	-	-	9,600
35		Downtown Main Street SP Site 1. New Mixed-Use Development	Multi-family	140 gpd/unit	-	-	-	units	60	8,400	-	-	-	8,400
35		Downtown Main Street SP Site 1. New Mixed-Use Development	Commercial	115 gpd/1000 sf	-	-	-	sf	18,000	2,070	-	-	-	2,070

Table 5-3: Known Future Developments

Project #	Address	Description	Proposed Land Use	Sewer Generation Factor	Existing			Near-term			Long-term			Total Development Flows (gpd)
					Unit	Proposed Development	Sewer Flow (gpd)	Unit	Proposed Development	Sewer Flow (gpd)	Unit	Proposed Development	Sewer Flow (gpd)	
36		Downtown Main Street SP Site 2. New Mixed-Use Development	Multi-family	140 gpd/unit	-	-	-	units	95	13,300	-	-	-	13,300
36		Downtown Main Street SP Site 2. New Mixed-Use Development	Commercial	115 gpd/1000 sf	-	-	-	sf	2,500	288	-	-	-	288
Gateway Specific Plan		Excluding P10 and P11	Multi-family	140 gpd/unit	-	-	-	-	-	-	units	1,098	153,720	153,720
Gateway Specific Plan		Excluding P10 and P12	Commercial	115 gpd/1000 sf	-	-	-	-	-	-	sf	993,000	114,195	114,195
Gateway Specific Plan		Excluding P10 and P13	Public Facilities	115 gpd/1000 sf	-	-	-	-	-	-	sf	20,000	2,300	2,300
Downtown Main Street		Excluding P17, P35, P36	Multi-family	140 gpd/unit	-	-	-	-	-	-	units	2,173	304,220	304,220
Downtown Main Street		Excluding P17, P35, P36	Commercial	115 gpd/1000 sf	-	-	-	-	-	-	sf	1,429,500	164,393	164,393
Mountain View			Single-family	170 gpd/unit	-	-	-	unit	62	10,540	-	-	-	10,540
Total							**18,480**			**568,442**			**738,828**	**1,325,750**



Legend

Future Developments

P1	P19
P2	P20
P3	P21
P4	P22
P5	P23
P6	P24
P7	P25
P8	P26
P9	P27
P10	P28
P11	P29
P12	P30
P13	P31
P14	P32
P15	P33
P16	P34
P17	P35
P18	P36

- Downtown Main Street
- Gateway Specific Plan
- Mountain View Specific Plan
- City of El Monte Boundary

Infrastructure

City of El Monte
Wastewater Collection System Master Plan

Known Future Developments

Figure 5-3

BWF projections for existing, near-term future, and long-term future are summarized in Table 5-4.

Table 5-4: Base Wastewater Flow Projections

Sewer Flow Condition	Existing (mgd)	Near-term Future (mgd)	Long-term Future (mgd)
BWF	6.3	6.89	8.81
GWI	0.71	0.71	0.71
ADWF	7.01	7.6	9.52

5.3.4. Inflow and Infiltration Analysis

Existing inflow and infiltration rates were analyzed and quantified from the collected flow monitoring data. The inflow and infiltration analysis included an estimate of Groundwater Infiltration (GWI), or the Base Infiltration (BI), which cannot be directly measured. GWI is defined as groundwater entering the collection system through pipe joints and manhole walls due to an aging system or improper construction. GWI tends to be lowest during the summer and fall months and while it is affected by rainfall, it responds gradually and is not directly related to any one individual rainfall event. GWI rates were estimated for the flow monitor basins and overall collection system using the Stevens/Schutzbach method. This empirical method utilizes a curve fitting technique to calculate a rough estimate of GWI from the relationship between the Average Dry Weather Flow (ADWF) and the Maximum Daily Flow (MDF). The GWI entering the City's wastewater collection system is estimated to be approximately 0.7 mgd.

Several storm events occurred during the flow monitoring period, and the largest storm occurred on 5/6/2016 with a peak rain intensity of 0.51 in./hr and can be heavier than a 1-year 3-hour storm and less than a 2-year 3 hour storm based on the National Oceanic and Atmospheric Administration (NOAA) frequency contour map for the City of El Monte. Figure 5-4 shows the histogram of the rainfall event on 5/6/2016. Rain dependent Inflow/Infiltration, or RDI/I, is defined as storm water that enters the wastewater collection system in direct response to the intensity and duration of the storm event. The capacity of downstream pipes and transport facilities must be sufficient to carry these peak instantaneous flows. The peak RDI/I rates were calculated to be the difference between the peak flows (captured in 15-minute time intervals) on peak wet weather day and peak dry weather day. RDI/I rates were estimated for the five flow monitoring sites and then the average RDI/I per inch per linear foot was calculated by dividing RDI/I rate by the sum of the products between pipeline diameter and pipeline length. An assumption was made that RDI/I entering the pipeline is proportionate to pipe sizes and pipe length.

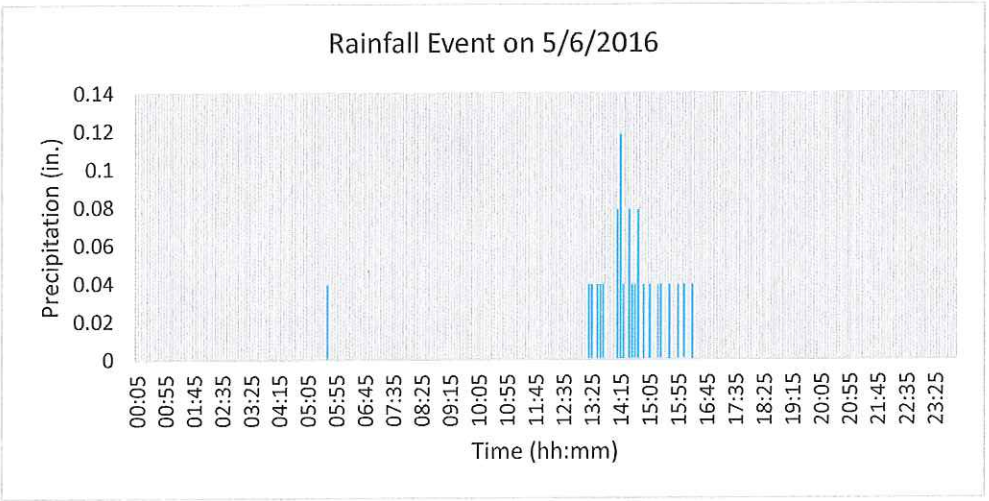


Figure 5-4: Rainfall Event on 5/6/2016

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF MARCH 17, 2020

March 2, 2020

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

Dear Mayor and City Council:

CONSIDER AND APPROVE A PURCHASE AGREEMENT AND A FIVE (5) YEAR MAINTENANCE SERVICES CONTRACT WITH NOBEL SYSTEMS, INC. FOR ASSET MANAGEMENT/GIS SOFTWARE LICENSE AND MAINTENANCE IN THE AMOUNT OF $69,200 FOR YEAR ONE (1) AND $54,400 ANNUALLY OVER THE REMAINING FOUR (4) YEARS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve a purchase agreement and five (5) maintenance contract with Nobel Systems, Inc. for Asset Management/GIS Services in an amount not-to-exceed $69,200 in year one and $54,400 annually over the remaining four(4) years;
2. Authorize the City Manager, or her designee, to execute the agreement.

BACKGROUND

The City of El Monte, (City) oversees the maintenance and operation of our water system and provides drinking water to a portion of the customers in the City. Our mission is to continue providing reliable, safe drinking water for our customers now and into the future, at reasonable rates. The City has 4 Granular Activated Carbon (GAC) water treatment plants; over 40 miles of pipeline, 2 reservoirs, 9 wells, 3,877 service connections, serving drinking water to 22,968 residents. The City also operates and maintains the sewer collection and storm drain systems throughout the City. The sewer system consists of over 130 miles of gravity mains, 2,687 manholes, and 7 sewage lift stations. The City also owns, maintains and operates a storm drain system with 320 catch basins and six underpass lift stations along with piping infrastructure.

When managing a high volume of work, a Geographic Information System (GIS) can efficiently gather, store, share, manage, analyze and deliver data on-demand for a

streamlined workflow. GIS integrates the different systems used by municipalities to manage workflow and offers a geo-enabled view of widely dispersed enterprises. The City has recently invested in the development of Geographic Information System (GIS) for the City's water and sewer system. This first phase of work was to migrate the water and sewer system data, atlas information, and as-built into GIS and to deploy an online viewer.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The goal for this project is to acquire tools that will allow staff to have access to the City's GIS data through a web-browser and mobile devices, and that has asset management feature. Computer Maintenance Management System (CMMS) is an asset management tool that will allow the user to initiate a work order; view work order assignments and priority; review and/or update work orders; add pictures and notes; generate reports; and enter labor hours, equipment, materials and costs used for inventory & financial reporting. In addition, other software tools will allow the user to utilize data such as property owner, APN/API location, customer information, asset location, as-built drawings in real-time while in office or out in the field.

The City submitted a Request for Proposals (RFP) for selection of a consultant to provide Computer Maintenance Management System. Four (4) bids were submitted by the deadline. Mentor APM rescinded its bid and three (3) companies were verified. A rating system and interview process were used to evaluate the companies that submitted bids. The scoring criteria were based on overall knowledge and experience, compliance with the scope of work within in the RFP, project approach, cost, and schedule. Based on the evaluation criteria, Nobel Systems, Inc. (Nobel) had the highest score (see Attachment 1).

Staff recommends awarding a purchase agreement for Asset Management and GIS Services to Nobel Systems, Inc. based on the overall rating and interviews.

FISCAL IMPACT/FINANCING

The purchase agreement with Nobel includes an enterprise license fee, set-up and the first year of maintenance for amount of $69,200 and an annual maintenance cost of $54,400 for the next four (4) years.

The Asset Management/GIS Services has been budgeted for the Fiscal Year 2019-20 in both the Water and Sewer Funds ($34,600 from the Water Fund account number 600-67-695-6111 and $34,600 from the Sewer Fund account number 650-67-695-6111). The annual software maintenance of $54,400 per year will be budgeted in future fiscal year budgets.

CONCLUSION

It is recommended that the City Council consider and approve a purchase agreement with Nobel Systems, Inc. for Asset Management/GIS Services in the amount of $69,200; including a $54,400 annual software maintenance fee for an additional (4) four-year; consider and authorize the City Manager, or her designee, to execute the agreement.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

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

Attachment:
1. Presenter Scoring Table CMMS Interview (Summary)
2. Nobel Systems, Inc. Agreement

DATE: MARCH 17, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

Presenter Scoring Table CMMS Interview (Summary)

Summary

Interview Scoring Criteria

Date: 1/22/2020

Time:

Presentation: **Nobel**	Psomas	Smart Energy	Nobel	Notes
1) Expertise, Experience & Prior Contracting History (25%). The expertise and experience of the presenter, key personnel, previous experience with similar work in similar fields and qualifications/depth of the staff that will perform the work on this project. This factor includes evaluation of the proposer's prior contracting history.	24.44	22.31	24.56	
2) Compliance with RFP (25%): The ability of the proposer to comply with all instructions set forth under this RFP as well as the proposer's ability to agree to all of the terms and conditions of the RFP	24.63	22.69	24.63	
3)Project Approach (20%): The proposer's responsiveness in developing a comprehensive plan the meets the needs of the Utility	19.15	17.7	19.7	
4) Cost (20%): The proposer's compensation towards cost regarding - Setup, annual reoccurring costs, multiple users, additional integrations, training, and technical support - Total cost of ownership 5 yr	18.75	19.45	19.2	
5) Schedule (10%): Proposal for completing the project in a timely manner, inclusive of the proposer's ability to identify critical paths for the timely and competent completion of all work contemplated under the RFP	6.03	6.75	10	
	93.00	88.90	98.09	

Scoring Criteria

<50 Unacceptable in this category

50 - 60 Deficient in this category

60 - 70 Misses most of the RFP criteria in category

70 - 80 Meets most of the RFP criteria

80 - 90 Meets all of the RFP criteria in this category

90 - 100 Meets all RFP requirements and exceeds in several areas - shows innovation and detail to City's needs

Presenter Scoring Table CMMS Interview (Summary)

Psomas

Interview Scoring Criteria

Date: 1/22/2020

Time:

Presentation: **Nobel**	Bret	Lewis	Robert	Ed	Score 0-100	Wt	ScorexWt.	Notes
1) Expertise, Experience & Prior Contracting History (25%). The expertise and experience of the presenter, key personnel, previous experience with similar work in similar fields and qualifications/depth of the staff that will perform the work on this project. This factor includes evaluation of the proposer's prior contracting history.	97	99	97	98	97.75	0.25	24.44	
2) Compliance with RFP (25%): The ability of the proposer to comply with all instructions set forth under this RFP as well as the proposer's ability to agree to all of the terms and conditions of the RFP	98	98	99	99	98.5	0.25	24.63	
3)Project Approach (20%): The proposer's responsiveness in developing a comprehensive plan the meets the needs of the Utility	90	98	97	98	95.75	0.2	19.15	
4) Cost (20%): The proposer's compensation towards cost regarding - Setup, annual reoccurring costs, multiple users, additional integrations, training, and technical support - Total cost of ownership 5 yr	88	97	95	95	93.75	0.2	18.75	
5) Schedule (10%): Proposal for completing the project in a timely manner, inclusive of the proposer's ability to identify critical paths for the timely and competent completion of all work contemplated under the RFP	50	91	50	50	60.25	0.1	6.03	

Total 93.00

Scoring Criteria

<50 Unacceptable in this category
50 - 60 Deficient in this category
60 - 70 Misses most of the RFP criteria in category
70 - 80 Meets most of the RFP criteria
80 - 90 Meets all of the RFP criteria in this category
90 - 100 Meets all RFP requirements and exceeds in several areas - shows innovation and detail to City's needs

Presenter Scoring Table CMMS Interview (Summary)

Smart Energy

Interview Scoring Criteria

Date: 1/22/2020

Time:

Presentation: **Nobel**	Bret	Lewis	Robert	Ed	Score 0-100	Wt	ScorexWt.	Notes
1) Expertise, Experience & Prior Contracting History (25%). The expertise and experience of the presenter, key personnel, previous experience with similar work in similar fields and qualifications/depth of the staff that will perform the work on this project. This factor includes evaluation of the proposer's prior contracting history.	85	91	91	90	89.25	0.25	22.31	
2) Compliance with RFP (25%): The ability of the proposer to comply with all instructions set forth under this RFP as well as the proposer's ability to agree to all of the terms and conditions of the RFP	85	92	93	93	90.75	0.25	22.69	
3)Project Approach (20%): The proposer's responsiveness in developing a comprehensive plan the meets the needs of the Utility	85	89	90	90	88.5	0.2	17.7	
4) Cost (20%): The proposer's compensation towards cost regarding - Setup, annual reoccurring costs, multiple users, additional integrations, training, and technical support - Total cost of ownership 5 yr	95	95	99	100	97.25	0.2	19.45	
5) Schedule (10%): Proposal for completing the project in a timely manner, inclusive of the proposer's ability to identify critical paths for the timely and competent completion of all work contemplated under the RFP	100	50	60	60	67.5	0.1	6.75	

Total 88.90

Scoring Criteria

<50 Unacceptable in this category
50 - 60 Deficient in this category
60 - 70 Misses most of the RFP criteria in category
70 - 80 Meets most of the RFP criteria
80 - 90 Meets all of the RFP criteria in this category
90 - 100 Meets all RFP requirements and exceeds in several areas - shows innovation and detail to City's needs

Presenter Scoring Table CMMS Interview (Summary)

Nobel

Interview Scoring Criteria

Date: 1/22/2020

Time:

Presentation: **Nobel**	Bret	Lewis	Robert	Ed	Score 0-100	Wt	ScorexWt.	Notes
1) Expertise, Experience & Prior Contracting History (25%). The expertise and experience of the presenter, key personnel, previous experience with similar work in similar fields and qualifications/depth of the staff that will perform the work on this project. This factor includes evaluation of the proposer's prior contracting history.	98	99	98	98	98.25	0.25	24.56	
2) Compliance with RFP (25%): The ability of the proposer to comply with all instructions set forth under this RFP as well as the proposer's ability to agree to all of the terms and conditions of the RFP	98	98	99	99	98.5	0.25	24.63	
3)Project Approach (20%): The proposer's responsiveness in developing a comprehensive plan the meets the needs of the Utility	98	100	98	98	98.5	0.2	19.7	
4) Cost (20%): The proposer's compensation towards cost regarding - Setup, annual reoccurring costs, multiple users, additional integrations, training, and technical support - Total cost of ownership 5 yr	90	98	98	98	96	0.2	19.2	
5) Schedule (10%): Proposal for completing the project in a timely manner, inclusive of the proposer's ability to identify critical paths for the timely and competent completion of all work contemplated under the RFP	100	100	100	100	100	0.1	10	

Total 98.09

Scoring Criteria

<50 Unacceptable in this category

50 - 60 Deficient in this category

60 - 70 Misses most of the RFP criteria in category

70 - 80 Meets most of the RFP criteria

80 - 90 Meets all of the RFP criteria in this category

90 - 100 Meets all RFP requirements and exceeds in several areas - shows innovation and detail to City's needs

2020
PROFESSIONAL SERVICES AGREEMENT
(Engagement: Asset Management/GIS Services)
(Parties: Nobel Systems Inc. and City of El Monte)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2020 (hereinafter, the "Effective Date") by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and NOBEL SYSTEMS INC., (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires professional consultant services for the CITY's Asset Management/GIS Services; and

WHEREAS, CITY issued a Request for Proposals on January 16, 2020; and

WHEREAS, CITY received reviewed three (3) verified bids; and

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

WHEREAS, the execution of this Agreement was approved by the El Monte City Council at its Regular Meeting of _____, 2020 under Agenda Item No. _____.

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

I.
ENGAGEMENT TERMS

1.1 TERM: This Agreement shall have a term commencing from the Effective Date through May 31, 2024 (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below.

1.2 SCOPE OF SERVICES:

Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposal of CITY entitled "Request for Proposal for Asset Management/GIS Services Public Works Department/Utilities Division City of El Monte" (hereinafter, "City RFP") and the written proposal of CONSULTANT entitled "Asset Management and GIS Services for the City of El Monte" (hereinafter, the "Consultant Proposal"). The City RFP and the Consultant Proposal are attached and incorporated hereto as **Exhibit "A" and "B"** respectively. The term "Scope of Work" shall be a collective reference to the City RFP and the Consultant Proposal. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled City RFP and the provisions of the document entitled Consultant Proposal, the requirements of the document entitled City RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

1.3 PROSECUTION OF WORK:

A. CONSULTANT shall 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;

B. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and

C. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.4 COMPENSATION:

A. CONSULTANT shall perform a one-time initial Project Kick Off Meeting and shall perform a one-time GeoViewer Work Order Project Setup and one-time Project Initial Setup for a One-Time fee of **FOURTEEN THOUSAND EIGHT HUNDRED DOLLARS** ($14,800);

B. All other Services and tasks performed by CONSULTANT, independent from those services described in Section 1.4(A), shall be performed in accordance with those rates specifically described in CONSULTANT's "Cost" (hereinafter, the "Fee Schedule") which is included in Consultant's Proposal, which is attached and incorporated hereto as **Exhibit "B"**. The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the annual budgeted sum of **FIFTY-FOUR THOUSAND FOUR**

HUNDRED DOLLARS ($54,400) (hereinafter, the "Annual 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 Annual 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 annual Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

1.5 PAYMENT OF COMPENSATION: The Annual 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.

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

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

II.
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVE: The CITY hereby designates Braden Yu, Director of Public Works (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The CITY Representative or his designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or her designee.

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

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

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

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

B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative.

C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;

D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.) CONSULTANT shall be liable for all violations of

such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;

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

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

G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

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

any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.

2.6 SUBSTITUTION OF KEY PERSONNEL: Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Michael Samual, Jabina Richard, and Aretha Samual.

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

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

2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in

compliance with all applicable federal, state 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.

2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. CONSULTANT shall also comply with all relevant provisions of CITY'S Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

III.
INSURANCE

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

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

B. Automobile Liability Insurance: CONSULTANT will procure and maintain

Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars ($2,000,000.00) per accident for bodily injury and property damage.

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

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars ($2,000,000.00) per occurrence and will be endorsed to include contractual liability.

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

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

3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of

subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.

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

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

3.8 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.

3.9 ENFORCEMENT OF AGREEMENT PROVISIONS: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.

3.10 SPECIAL RISKS OR CIRCUMSTANCES. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV.

INDEMNIFICATION

4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.

4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

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

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

4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY

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

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

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

V.
TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default

Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

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

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

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

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

receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary of involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.3, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

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

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

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

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

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

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

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

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

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

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

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

VI.
MISCELLANEOUS PROVISIONS

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

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

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

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

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

CONSULTANT:
Nobel Systems, Inc.
436 E. Vanderbilt Way
San Bernardino, CA 92408
Attn: Balaji Kadaba, VP, Operations
Phone: 909-891-0896

CITY:
City of El Monte
City Hall – West, 2nd Floor
11333 Valley Boulevard
El Monte, CA 91731
Phone: 626-580-2058
Attn: Braden Yu, Director of Public Works

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:

By:_____
Alma K. Martinez, City Manager

Date:_____

NOBEL SYSTEMS, INC.

By:_____

Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

By:_____
Richard Padilla, Assistant City Attorney

Date:_____

EXHIBIT "A"
CITY RFP

REQUEST FOR PROPOSAL FOR

Asset Management/GIS Services

Public Works Department/Utilities Division

CITY OF EL MONTE

December 2019

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NOTICE OF REQUEST FOR PROPOSALS (RFP) FOR ASSET MANAGEMENT/GIS SERVICES

NOTICE IS HEREBY GIVEN that the City of El Monte (City) will receive proposals for consultant services for the City's Asset Management/GIS Services.

Proposals will be received at the El Monte City Hall, City Clerk's Office, City Hall East, 11333 Valley Blvd, El Monte, California 91731 until 4:30 p.m. on Thursday, January 9th, 2020. All proposals must be clearly marked, **"CITY OF EL MONTE ASSET MANAGEMENT/GIS SERVICES – ATTN: BRET KADEL"** and shall be delivered to the City Clerk's Office during the business hours of 7:30 a.m. to 5:30 p.m., Monday through Thursday, except holidays prior to bid opening.

POSTMARKS WILL NOT BE ACCEPTED. Failure of, or disturbances in any mail service is not a legitimate reason for proposals submitted after the above due date. Electronic mail or facsimiles will not be accepted. The City may extend the deadline at its option.

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. It should be understood that the final fee will be negotiated with the City. All submitted proposals will be reviewed and analyzed by City staff and the proposals, which best meet the City's needs will be selected for further analysis and negotiation. The City reserves the right, in its sole discretion during the selection process, to reject any or all proposals or any portion without exception or explanation.

Parties interested in obtaining a Request for Proposals (RFP) Package (at no cost) should contact the following:

Bret Kadel, Utility Manager

11333 Valley Blvd, City Hall West

El Monte, CA 91731

(626) 258-8603

A copy of the RFP can be downloaded from the City's website at:

http://elmonteca.gov/Bids.aspx

Questions about this RFP must be directed in writing by December 17th, 2019, via e-mail to: Bret Kadel, Utility Manager bkadel@elmonteca.gov

INTRODUCTION AND BACKGROUND

The City of El Monte, California (City) oversees the maintenance and operation of the water system and provides drinking water to a portion of the customers in the City. Our mission is to continue providing reliable, safe drinking water for our customers now and into the future, at reasonable rates. The City has 4 Granular Activated Carbon (GAC) water treatment plants; over 40 miles of pipeline, 2 reservoirs, 9 wells, 3,877 service connections, serving drinking water to 22,968 residents. The City also operates and maintains the sewer collection and storm drain systems throughout the City. The sewer system consists of over 130 miles of gravity mains, 2,687 manholes, and 7 sewage lift stations. The City also owns, maintains and operates a storm drain system with 320 catch basins and six underpass lift stations along with piping infrastructure.

The City of El Monte, California (City) is soliciting Request for Proposal (RFP) for selection of a consultant to provide Geographic Information Services described in the Scope of Services section. This request for proposals (RFP) does not constitute a contract for services performed or to be performed. Following the selection of the consultant, City will negotiate a finalized Scope of Services.

The objective is for the public and the City staff have access to a web-browser and mobile type GIS product. Under contract to the City Psomas currently maintains GIS data for Water, Sewer and Storm Facilities. The selected consultant will maintain the City's data and provide additional data such as Parcel information, Parcel Property characteristics, and Google Aerials in a browser application. The system must be expandable to other business units within the City at a future date.

Proposal submitted will be evaluated by the staff. During the evaluation process, City of El Monte reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposer, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

SCHEDULE OF EVENTS

This request for qualifications will be governed by the following schedule:

Release of RFP	**12/12/2019**
Qualification Responses are due	**1/9/2020**
Qualification Evaluation Completed	**1/16/2020**
Interviews of Shortlisted Firms (optional)	**1/22/2020**
Selection of Consultant	**1/27/2020**
Presentation to Enterprise Fund Committee	**1/28/2020**
Presentation to City Council	**2/4/2020**
Award of Contract	**2/5/2020**
Start of Services	**2/24/2020**

1. SCOPE OF WORK

The vision of GIS Services within the City of El Monte is a deployment of a hosted enterprise mapping solution. Specifically, the City recognizes the importance of having an enterprise GIS system as the building block to achieve this vision. The City will provide the consultant with access to all source data required to begin the project.

Deploy an enterprise hosted web-based mapping application developed on Google Maps to show case the water distribution system. This application will be used by city and contract personnel to access the GIS data and other relevant spatial information available from the County. This application shall be customizable and intuitive for both technical and non-technical staff, high performance, compatible with iOS mobile operating system, real-time synchronization, secure and should be accessible in the office as well as in the field. This application, data storage, data management, software updates,

training, and technical support shall be administered by the consultant and included in the annual subscription cost.

The Scope of Work for the project shall include but not be limited to:

- Meet with staff to review the City's GIS needs.
- Web Based GIS for internal City staff use and should have capabilities to generate reports.
- Basic Web Based Tools: Google Satellite and Street View (Embedded) Search (Owner, APN/API, Feature, Street Intersection), Address Locator, Asset Locator, Printing, Zoom, Book Marks, Redlining, Share Collaborator (Via Email), Reporting (Property Detail/Maintenance), Measurement Tool, Attribute Updater, Mailing Label Creator, Field Notes, Data Exporter, Link Document, Data Collector.
- Valve Isolation Tool: This tool shall allow a user to specify a location, such as a main break and determine which valves to close and customers who will be out of service (Valve Isolation Trace). The tool should automatically identify non-operable valves in the system and update the property list for creating mailing labels.
- Document Linkage Tool: This tool shall allow a user to gain access to documents that have been linked through a unique ID. This tool shall be able to operate on a one to many based relationships and allow users to link documents within the web-based mapping system.
- Attribute Editor Tool: This tool will allow users to update GIS feature attribute data within the GIS environment.
- Computer Maintenance Management System (CMMS) Work Order Module.
- GIS data updates to Water, Sewer and Storm facilities as needed.
- Train staff in two to four training sessions.
- Mobile GIS application for field personnel to collect the data
- Mobile application should have the following tools and capabilities:
    - Open and close work orders/service orders
    - Connected and Disconnected mode
    - GPS option to zoom to current location
    - Search capability for address, location, assets etc.
    - Redlining on the map and As-built drawings
    - Ability to view the As-built drawings in disconnect mode

- Ability to collect the data in disconnect mode
- Ability to take pictures and videos and attach to assets
- Dashboard which shows all the work completed for a day and for the last 90 days
- Automated and real time synching technology
- Work on iPads

- Mobile application is desired to have the following tools and capabilities:
  - Valve data collection module
  - Hydrant Flushing module
  - Leak Data collection module
  - Backflow Inspection module
  - USA DigAlert ticket module
  - Sewer Line Cleaning module
  - Manhole Inspection module
  - CCTV Videos module

2. SUBMITTAL FORMAT GUIDELINES

Interested consultants are to provide the City with a thorough qualification package using the following guidelines:

RFP responses should be typed and should contain no more than 20 typed pages using an 11-point font size, including transmittal letter and resumes of key people.

A. Cover Letter A cover letter, not to exceed two pages in length, should summarize key elements of the qualifications. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the qualification package will be valid for a period of at least 180 days. Indicate the address and telephone number of the consultant's office located nearest to El Monte, California and the office from which the project will be managed.

B. Background and Project Summary Section The Background and Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished.

C. Software Capabilities/Features Please list the features that distinguish your software and its capabilities and how it may apply to the City's needs.

D. Qualifications The information requested in this section should describe the qualifications of the firm, key staff and sub-consultants performing projects within the past three years that are similar in size and scope to demonstrate superior ability to perform these services.

E. Cost Provide a cost for the conceptual services, this should include the initial cost for the system proposed. Separately list the cost for the CMMS Module and all ongoing costs such as hosting, licensing, services and maintenance *etc.* Provide an estimated 1-year and 5-year cost of ownership and any additional training and fees. All proposals will be held confidential until such time staff is prepared to make a recommendation to the City Council.

Summarize your approach and understanding of the project and any special considerations of which the City should be aware. Indicate clearly, the levels of participation you will expect from City 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.

Proposals that do not propose modifications to the baseline terms or requirements of the RFP or the template agreement attached to this RFP are preferred. Nevertheless, the City reserves the right to entertain proposals that propose modifications to any term or requirement of the RFP or the template agreement if the City determines that the proposal on balance offers the best value to the City, notwithstanding such modifications to the terms or requirements of the RFP or the template agreement. If there is any specific term or requirement of the RFP or the template agreement that is attached to this RFP that you cannot agree to as a condition of your proposal, you **must** identify in writing and in detail the specific term or requirement you cannot agree to and any requested alternative language or modification to the same that you request. The failure to identify any term that you cannot agree to as part of your proposal shall constitute your acceptance of all terms of the RFP and the template agreement as presented by the City and the City shall be under no obligation to negotiate modifications to the same after the deadline for submitting proposals.

3. PROCESS FOR SUBMITTING QUALIFICATIONS

Interested firms are to provide the City with a thorough qualifications package using the following guidelines:

A. Submission of Qualifications Packages

Five copies of the complete written qualifications package must be submitted by January 9th, 2020. Qualifications will not be accepted after this deadline. Faxed or e-mailed submissions will not be accepted.

B. Inquires

Questions about this RFP must be directed in writing by December 17th, 2019, via e-mail to:

Mr. Bret Kadel, Utilities Manager

City of El Monte - Engineering and Public

Works 11333 Valley Boulevard, El Monte,

CA 91731

E-mail: bkadel@elmonteca.gov

Responses to questions will be emailed to all firms asking to receive responses to questions.

C. Project Team

The purpose of this section is to describe the organization of the project team including sub-consultants and key staff. A project manager and an alternate project manager named who shall be the prime contact and responsible for coordinating all activities with the City. An organization diagram shall be submitted showing all key team members and illustrating the relationship between the City, the project manager, key staff and sub-consultants.

4. GENERAL REQUIREMENTS

A. Disclaimer

This RFP does not commit the City to either award a contract or to pay any costs incurred in the preparation of the RFP response. The City reserves the right to extend the due date for the RFP, accept or reject any or all qualifications submittals received as a result of this request, negotiate with any qualified consultant or cancel this RFP in part or in its entirety without penalty.

B. Assigned Representatives

The City will assign a responsible representative to administer the contract and to assist the consultant in obtaining information. The consultant shall also assign a responsible representative (project manager) and an alternate, who shall be identified in the RFP response. The consultant's representative will remain in responsible charge of the consultant's duties from the notice-to-proceed through project completion. If the consultant's primary representative should be unable to continue with the project, then the alternate representative identified in the RFP response shall become the project manager. Any substitution of representatives or sub-consultants identified in the RFP response shall first be approved in writing by the City's representative. The City reserves the right to review and approve/disapprove all key staff and sub-consultant substitution or removal, and may consider such changes not approved to be a breach of contract.

5. CONSULTANT EVALUATION & SELECTION PROCESS

The City's consultant evaluation and selection process is based on Qualifications Based Selection (QBS) for professional services. The City may require the selected consultant to participate in negotiations and to submit such technical fee or other revisions of their RFP responses as may result from negotiations. If the City is unsuccessful with negotiations with the initial identified most qualified consultant then the City reserves the right to negotiate with the next highest ranked qualified consultant until negotiations are complete.

- END OF SECTION –

SAMPLE OF CITY OF EL MONTE'S PROFESSIONAL SERVICES AGREEMENT

20___
PROFESSIONAL SERVICES AGREEMENT
(Engagement :_____)
(Parties: _____. 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 _____ (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

[INSERT RECITALS HERE]

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

I.
ENGAGEMENT TERMS

1.1 TERM: The term of this Agreement ("Term") shall commence as of the Effective Date and shall expire automatically upon the first anniversary of the Effective Date. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

1.2 SCOPE OF SERVICES:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in _____ of CITY's request for proposals entitled "_____" and dated _____ (hereinafter, the "City Baseline Scope") which is attached and incorporated hereto as Exhibit "____" and in that certain proposal of CONSULTANT entitled "_____" dated _____ (hereinafter, the "Consultant Proposal") which is attached and incorporated hereto as Exhibit "_____". For purposes of this Agreement the term "Scope of Services" shall be a collective reference to both City Baseline Scope and the Consultant Proposal. Except as

otherwise provided in this Agreement, in the event of any conflict or inconsistency between the provisions of the City Baseline Scope and the provisions of the Consultant Proposal, the terms of the City Baseline Scope 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."

1.3 COMPENSATION: CONSULTANT shall perform the Work in accordance with the schedule of compensation set forth in the Consultant Proposal at page ____ 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 _____. (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 _____ (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 _____ 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:

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

C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;

D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the

Political Reform Act (Government Code Section 81000 et seq.);

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

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

G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

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

2.6 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 Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

4.3 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 indemnity, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

4.4 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 of involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any

material respect.

C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.3, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

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

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

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

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

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

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

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

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

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

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

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

VI.
MISCELLANEOUS PROVISIONS

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

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received

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

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

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

CONSULTANT:	**CITY:**
	City of El Monte
	Public Works Department
	El Monte City Hall – West, 2nd Floor
	11333 Valley Boulevard
	El Monte, CA 91731
	Attn:
	Phone:

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:

By:_____

Alma K. Martinez, City Manager

Date:_____

CONSULTANT

By:_____

Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

By:_____

City Attorney

Date:_____

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "B"
CONSULTANT PROPOSAL

ASSET MANAGEMENT AND GIS SERVICES FOR THE CITY OF EL MONTE

Nobel Systems, Inc.

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1.COVER LETTER

January 16, 2020

Bret Kadel, Utility Manager
Public Works Department / Utilities Division
City of El Monte
11333 Valley Blvd, City Hall West
El Monte, CA 91731

RE: ASSET MANAGEMENT AND GIS SERVICES PROJECT

Dear Mr. Kadel,

Nobel Systems is pleased to submit this proposal for Asset Management and GIS Services project solution to the City of El Monte. This proposal encompasses Nobel's applications, services and pricing information for our cost-effective Cloud Computing solution.

Finding a comprehensive Asset Management Software solution can be difficult. Current solutions are too complicated, and many lack feature-rich mapping and mobile components. For this reason, we have worked tirelessly with water and sewer utilities over the years to develop a powerful, user-friendly Enterprise Asset Management Solution that dramatically improves their day-to-day operations and management of their water and sewer infrastructure. We are uniquely positioned to provide the City with un-matched professional service and technology:

- Our cloud-based, all-in-one turnkey solution satisfies all major requirements of your RFP and will provide the City with a platform for the future.
- Our solution is powered by the latest technologies used by tech giants such as Google and Facebook in order to provide the fastest, cleanest User Experience.

This project will be managed from Nobel Systems Head office located at 436, E Vanderbilt Way, San Bernardino, CA 92408 which is 50 Miles from City of El Monte.

Should you have any questions concerning this proposal, please feel free to contact me directly by phone (909 -891-0896), fax (909 -890-5912) or e-mail (kgbalaji@nobel-systems.com).

Our proposal is valid for a period of 180 days from January 16, 2020.

Sincerely,

Balaji Kadaba,
Vice President, Operations
Nobel Systems, Inc.

2. BACKGROUND AND PROJECT SUMMARY

2.1. EXECUTIVE SUMMARY

The City of El Monte (City) is dedicated to improved customer service and a modernized, technologically advanced hosted enterprise mapping solution. The City sees an enterprise GIS system as the building block to establish their goal of an enterprise mapping solution developed using Aerial Maps to show case their water distribution system. The City plans to innovate their processes and implement a modern asset management system that will make collecting field data, assigning work orders, updating GIS geodatabases, and addressing customer issues easy and efficient.

As a trusted provider of GIS and asset management technology to water and wastewater districts for more than 25 years, Nobel Systems (Nobel) is committed to providing the City with trusted and tested solutions to improve the City's field data collection, GIS data accuracy, and operational efficiency. Our electronic, web-based asset management system meets the City's goals of an iOS platform for collecting field data, connecting to CCTV videos and USA DigAlert data, and managing work orders through a Computer Maintenance Management System (CMMS).

Our asset management system and computer maintenance management systems solutions are built into our GeoViewer Platform, connecting the City staff and contractors to proven, familiar technology that works seamlessly between both our mobile application and desktop interface. The GeoViewer Platform enables field and office staff to work together and share information seamlessly. The GeoViewer Platform will improve operational efficiency and revolutionize how the City manages their data, collects field data, and views County spatial information. We look forward to partnering with the City on this exciting new project. If the City has any questions or is ready to move forward, please contact our lead project manager, Mr. Balaji Kadaba at kgbalaji@nobel-systems.com or 909-891-0896.

2.2. GEOVIEWER SYSTEM DESCRIPTION

Figure 1 GeoViewer On-Line for Desktop and GeoViewer Mobile for iPhone and iPad

Nobel understands the goals of the City are to implement a hosted enterprise mapping solution to show case their water distribution system to the public, City staff, and contractors that service and maintain water, sewer, and storm facilities for the City. The City is looking for a partner to maintain their GIS data for water, sewer, and storm Facilities and expand the City's GIS data to include parcel information, parcel property characteristics, and Google and Mapbox aerial photographs. In the future, the City will expand their asset management and CMMS to other business units.

Nobel's GeoViewer Platform will connect the City to public data, help the City share pubic maps with their customers, and improve work order management. Staff and contractors can view all the asset data from either GeoViewer On-Line for desktop or from anywhere with GeoViewer Mobile for iPhone and iPad.

The major system components of GeoViewer On-line and Mobile are all integrated with our advanced GIS Mapping engine, and include the following modules as well as others:

- Valve data collection module
- Hydrant Flushing module
- Leak Data collection module
- Backflow Inspection module
- USA DigAltert ticket module
- Sewer Line Cleaning module
- Manhole Inspection module
- CCTV Videos module

As a cloud-based solution, the GeoViewer platform is highly secured, encrypted, and password protected. GeoViewer uses Amazon Web Services and Google Cloud Storage for all data storage and application logic and does not require an on-premise server. Both service providers guarantee a 99.99% uptime. Users can access the GeoViewer applications on all the major web browsers such as Google Chrome and Safari or on all Apple iOS mobile products.

The City will have access to all the latest technology as our technology stack utilizes an open-architecture software developed by Google, Apple, and other major technology leaders, enabling us to quickly deliver many powerful tools and features. Just a few examples include:

- Google and Map Box Satellite and Street Views, Google search, Address locator and GPS navigation to assets and addresses
- Zooming, printing, bookmarks, Redlining, and a share collaborator through GeoViewer and email
- Reporting for property details and maintenance
- Measurement Tool
- Attribute Updater
- Mailing label creator
- Field notes
- Data exporter
- Document link tool for linking and viewing documents associated with the City's customers, addresses, and specific assets
- Data Collector for easy to use field collection
- Condition assessment and Inspection history
- Geospatial reports on assets and operations
- Notifications through text, email, or pop-ups on mobile devices or desktop

Our user-friendly GeoViewer Mobile application enables field crews to perform these and other tasks from their iPhone or iPad devices:

- Open and close work orders/services orders
- Connected and Disconnected mode
- GPS option to zoom to current location
- Search capability for address, location, assets, and more
- Redlining on the map and As-built drawings
- Ability to view the As-built drawings in disconnect mode
- Ability to collect the data in disconnect mode
- Ability to take pictures and videos and attach to assets
- Dashboard which shows all the work completed for a day and for the last 90 days
- Automated and real time synching technology
- Work on iPads and iPhones

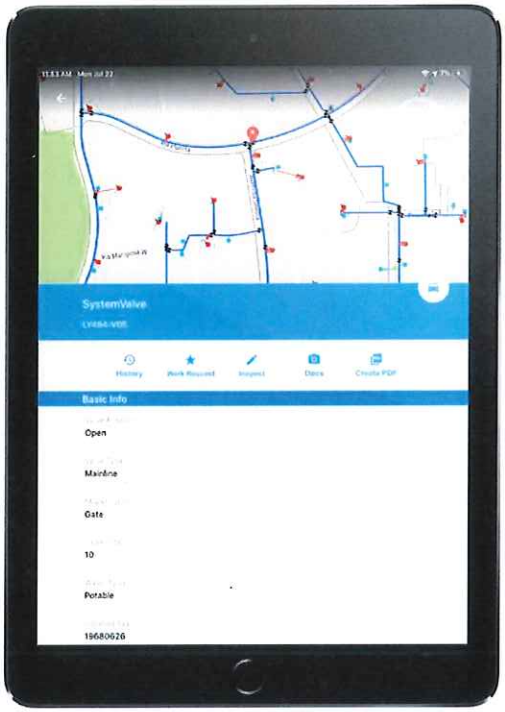


Figure 2 GeoViewer Mobile Work Order Display and Attribute information

In addition to providing these built-in features, Nobel has provided data transfer services and integration with a variety of existing systems, including GIS, inventory management, billing integration, CMMS, fleet and fuel management systems, document management, and customer information systems.

3.SOFTWARE CAPABILITIES AND FEATURES

3.1. OVERVIEW

The GeoViewer Platform is an asset management and computerized maintenance management system for water, sewer, and other public works assets. GeoViewer is a powerful GIS commercial product that once implemented will streamline asset management, work order management, and GIS data collection and maintenance for the City. The following sections describe how the needs of the City will be met with GeoViewer modules, tools, features, and through our implementation process. As part of our standard implementation process, Nobel will meet with City staff to review the City's GIS needs.

3.1.1. GIS Integration & Maintenance

GeoViewer is first and foremost a GIS Mapping application. All workflows, inspections, and maintenance begin with GIS. We import the City's current GIS geodatabases or shapefiles into GeoViewer. GeoViewer Mobile has the added benefit of downloading all GIS data for off-line use when there is no wireless service. Once stored locally on the iPhone or iPad, field crews can quickly retrieve information on their assets simply by touching the asset on the map.

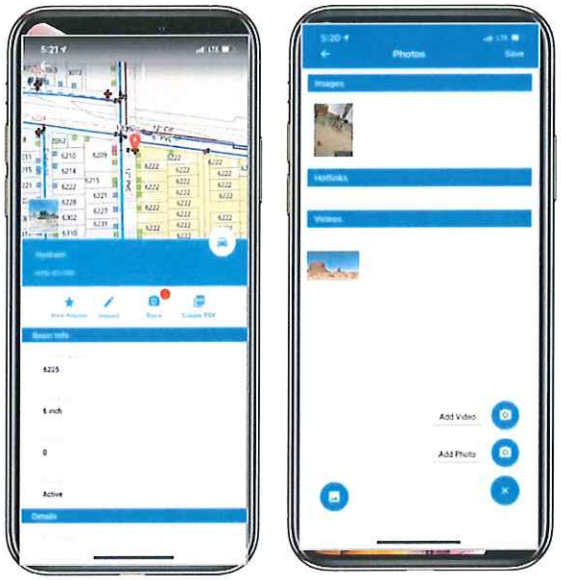


Figure 3 Example of adding photos to a hydrant asset in GeoViewer Mobile for iPhone

There are two options for maintaining and editing the City's GIS:

1. **GeoViewer GIS (Typical)** – In GeoViewer Mobile, field crews leave markers and edits where corrections need to be made, and Nobel will routinely incorporate these edits into the GeoViewer GIS per an agreed upon interval with the City. The City can also submit record drawings for Nobel staff to incorporate into the GeoViewer GIS. This service is included in our proposal cost and is part of the on-going SaaS. We find that our customers really like this service as it alleviates the workload on City staff.
2. **GeoViewer and ESRI GIS** – The City has the option to maintain a separate ESRI GIS and utilize the GIS edit tags within GeoViewer to make on-going corrections. Based on agreed upon intervals or as needed, Nobel will import updated ESRI GIS back into GeoViewer based on a developed standard operating procedures (SOP). If any attribute edits are made in the GeoViewer application, then these edits are automatically viewed in real-time in ESRI products.

GeoViewer has successfully integrated user workflows with GIS so that the Map (GIS) dictates all the work orders/inspections that need to be completed.

3.1.2. Easily Accessible Reporting

GeoViewer provides easily accessible reporting on time, materials, equipment, unit productivity and any other analytics variable. GeoViewer has a built-in, real-time analytics dashboard that gives the user an overview of all tasks that have been completed or are in progress. GeoViewer can keep track of all sewer main footage cleaned, all plant check inspections completed, and how many hours were spent doing certain tasks / work orders. This highly configurable dashboard also plays an animation of work done throughout a timeline. So, the user can view on the map where work was completed throughout a date range (week, month, year, etc.). Easily print out reports for the board with a click of a button, no need to do extra work on data mining as illustrated in the **Figure** below.

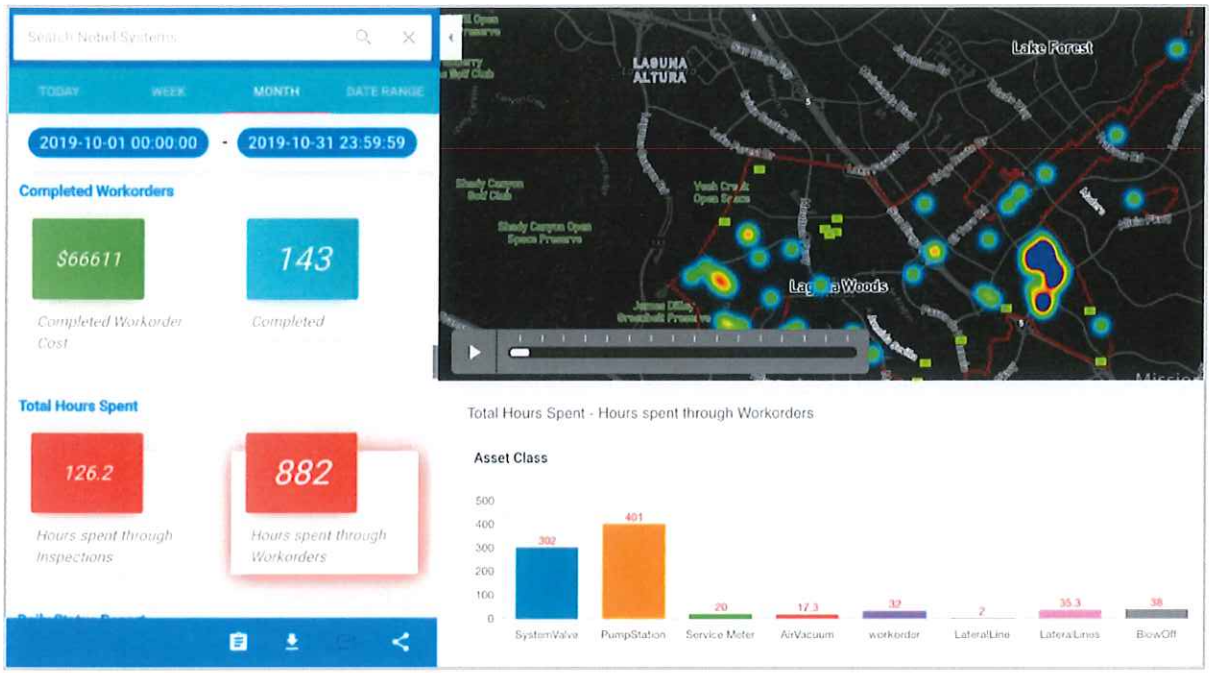


Figure 4 By clicking on the block on the left a bar chart and heat map will appear on the right. This example shows all the tasks completed. Using this dashboard, the manager or supervisor can decide which areas are taking up the most time and material. This dashboard is highly configurable to the City's needs.

The Business Intelligence dashboard can also be configured to show tasks completed by crew members and hours spent on types of tasks. Bar charts like the example above show the number of completed tasks by personnel and geographical location. GeoViewer allows managers and supervisors to draw useful conclusions by combining spatial analytics with business intelligence. GeoViewer has built-in dashboards showing the work completed for a day and for the last 90 days.

The reporting features in GeoViewer have been designed to be extremely user friendly (with Google Maps in mind) and include the following functionality and characteristics:

- High capacity report processing
- Menu-driven report scheduling options
- Report error help instructions
- Data dictionary identification
- Wildcard searches
- Report condition options
- Field selection options
- File refreshing
- Arithmetic and statistical functions
- Reporting on any user field
- Sorting options
- Creation of charts
- Matching record queries
- General report format
- Saving to user group template
- Emailing
- Scheduling
- Exporting options, etc.

Our development team can create custom reports to the City's specifications in a timely manner. Due to the flexibility and speed of our software, Nobel can accommodate creating many custom reports which is included in our proposal cost.

3.1.3. Web-Based Tools

The following figures show the web-based tools available within the GeoViewer Platform.

Figure 5 The above screen shot shows access to Google Satellite, Street View, and Search, Address locator, Address locator, Printing, Bookmarks, Redlining, Reporting, Mailing Label Creator, Data Exporter, and Link Document all within GeoViewer Mobile and Desktop.

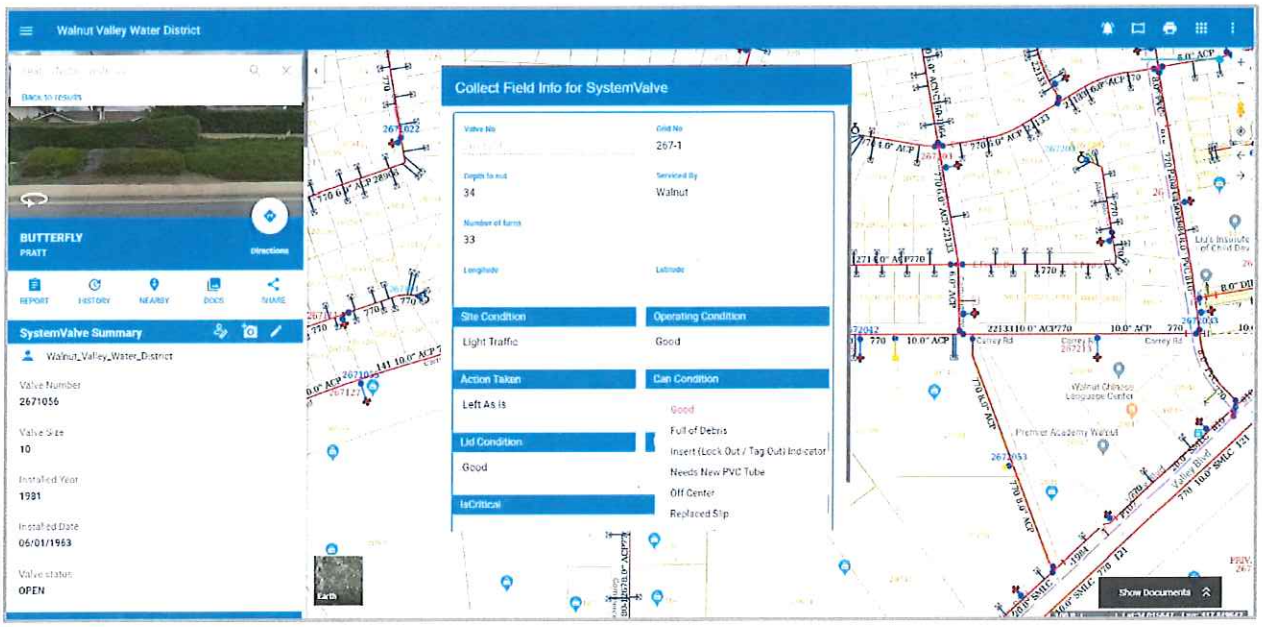


Figure 6 The screen shot above shows the attribute updater interface with the ability to add Field Notes, view attribute data, and standard Google features such as street view, address locator, asset locator, and other functions just a click or tap away.

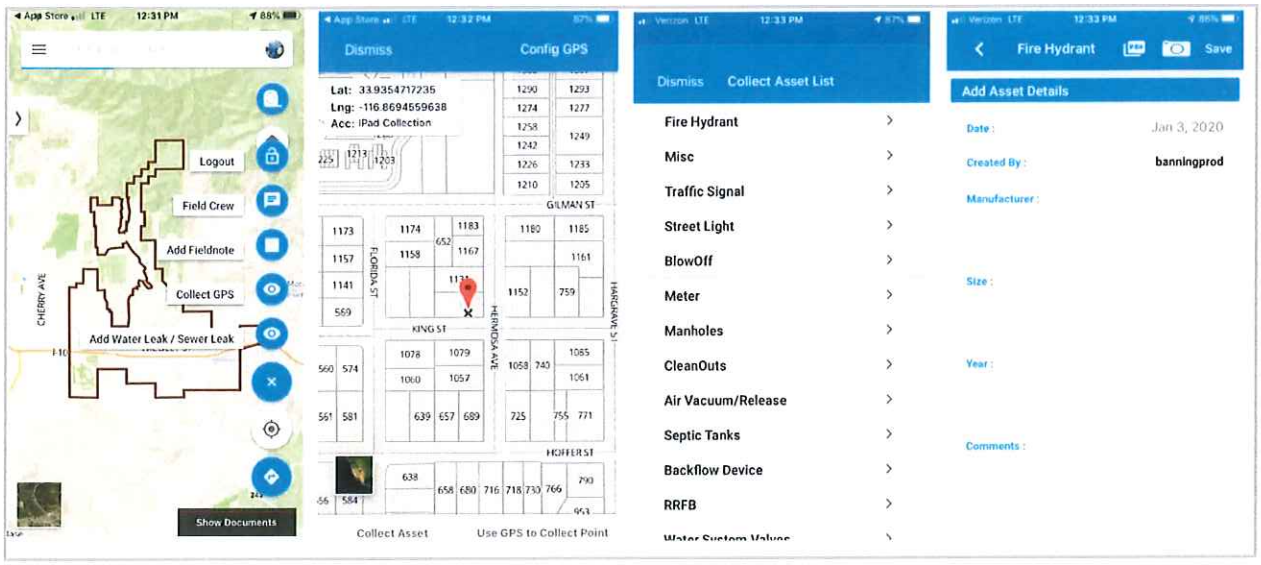


Figure 7 GeoViewer data collector interfaces with share collaborator, field notes, and other features within the GeoViewer Mobile application

Resident/Customer Requests

GeoViewer' s Public & Citizen App module provides the City's customers with multiple ways to submit service requests via Online or Mobile. Customers can submit issues through either the GeoViewer Citizen app for both iOS and Android and on the web. These issues will be submitted directly to City supervisors who will then assign the work to their field staff.

GeoViewer Mobile displays the current status of the request to the individual who submitted the request. Anyone who has downloaded the app can view all requests that have been submitted and completed within their area. Citizens can also add comments about the submission and take pictures or video. Once the City completes the tasks, the citizen will get notified of the work completed.

The following workflow shows the steps and process of a customer complaint from a phone call through to completion of the work order by field staff.

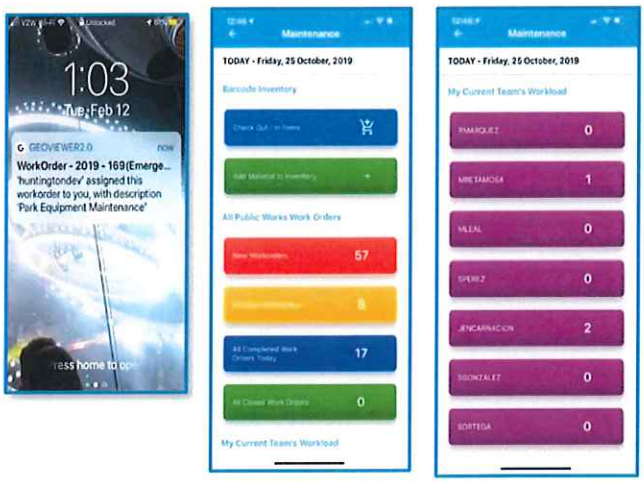


Figure 8 GeoViewer automatically sends the Work Request to the Supervisor with an iPhone notification. The Supervisor can view all Work Requests assigned to their crew and determine priority status.

3.1.4. Mobile and Desktop Asset Management, Preventive Maintenance, Attribute Editor Tools

Grouping Assets for Scheduled Maintenance

GeoViewer Mobile and Desktop's primary functionality is an integrated GIS, asset management system, and computerized maintenance management system (CMMS). GeoViewer is used to record conditions, inspections and completed work logged to the specific asset on the map. Each asset has the ability to add pictures, pdf as-builts, and videos. Nobel also offers solutions to convert existing as-built drawings to GIS. We can create the GIS for you and host it in mobile and web format. Once hosted, we link all the features to their respective assets. The asset editor tool allows the City to update GIS assets, connect documents and As-built drawings with one to many based relationships for linking multiple documents, pictures, and videos to one asset all within the GeoViewer Platform.

As seen in Figures 9 and 10, in both the mobile and web applications, GeoViewer easily displays as-built drawings on the map. It uniquely links the drawing to each asset. It also allows the user to attach PDF drawings to an asset as well as photos and videos. Nobel provides GIS creation services from these drawings. The GIS and the PDFs are viewable in offline mode as well on an iPad or iPhone.

As seen in Figure 9 on the below, adding photos and videos to assets have never been easier with GeoViewer Mobile.

Just by tapping on an Asset from your phone, you can create Work Orders, Inspections, and add videos and pictures. All of this information is instantaneously synced to all devices in real-time. If the user is offline, no problem. It will sync the information when connectivity becomes available.

Figure 9 As-built drawings in GeoViewer Mobile in both PDF and GIS

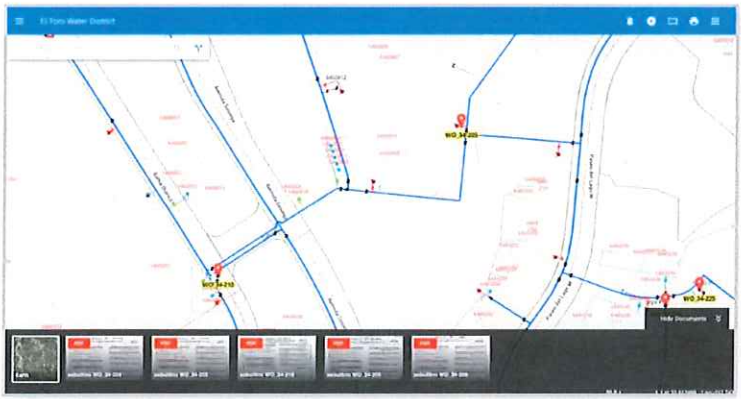


Figure 10 GeoViewer On-Line for desktop shows as-built drawings in the GIS and icons for PDFs

Generate Preventive Maintenance Schedules & Trigger Work Reminders

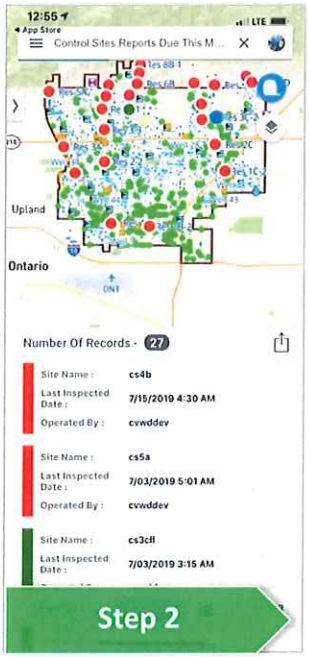
GeoViewer is unique in that its assets can be quickly color coded by condition or when it was last inspected. These workflows can be completed easily on the iPhone or iPad and offline when field crews do not have connectivity. For each of the following inspection workflows, the user can flag the asset for further repair in a work order.

3.1.5. Scheduled Inspections for Plants, Buildings, Vehicles, Any assets

The following example demonstrates the workflow for accomplishing Plant Checks for Buildings, Pump Stations, or maintenance for water, sewer, and storm facilities.

Figure 11 As shown on the left, Field Crews are able to determine inspections that need to be completed each day, month, year, quarter, or any time period. This dashboard is viewed primarily on a mobile device (iPhone, or iPad). Here, notice at the top left, a RED BLOCK called DUE TODAY for Daily Pump Station Logs. This block tells the user that there are 10 pending inspections that need to be completed TODAY. Clicking on this red block opens up the view in Step 2.

Figure 12 The view in Step 2, shows the list of Pending Inspections and the GIS locations of each Plant Site. ***GeoViewer allows the user to select these sites and give voice-guided navigations to each site.*** *Once arrived the user will open up the inspection.*



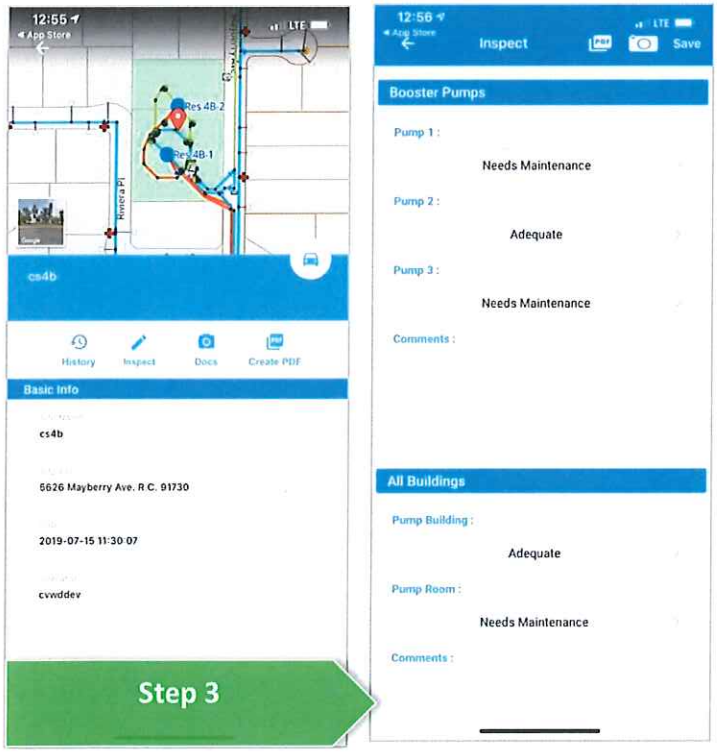


Figure 13 Here in Step 3, the user can view the Site in the GIS, view past historical records and can then complete the inspection. This form can be configured to meet the City's needs. They can also show custom calculations for any data. For example, GeoViewer can determine how many hours a generator has been running per month, based on the daily input of the Operator. Once the operator has completed the inspection, the dashboard of STEP 1 will show there are completed inspections in the green block. Now there will be one less inspection in the pending block and the completed block will increase in number.

3.1.6. Request Workflow

Supervisors can assign and reschedule work in the field using an iPhone or iPad. GeoViewer comes prebuilt with custom dashboards for different departments so that each field crew member can view their Work Orders/Service Requests and other Department Requests. Work orders can easily be edited after completion in the field using the GeoViewer Mobile app. The following workflow demonstrates the process for creating (opening) and assigning work orders in the field. Work orders can also be assigned from GeoViewer On-Line for desktop.

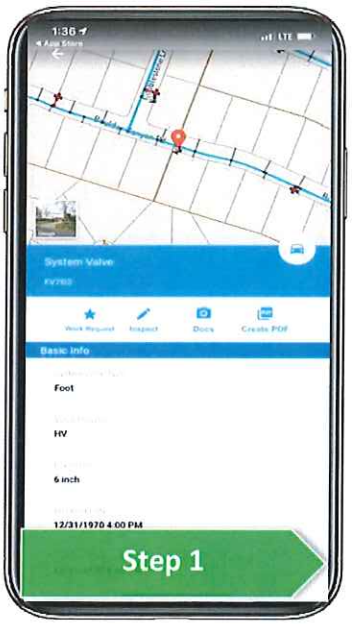


Figure 14 Work orders can be assigned through GeoViewer Mobile by clicking on an asset and pressing "Work Request"

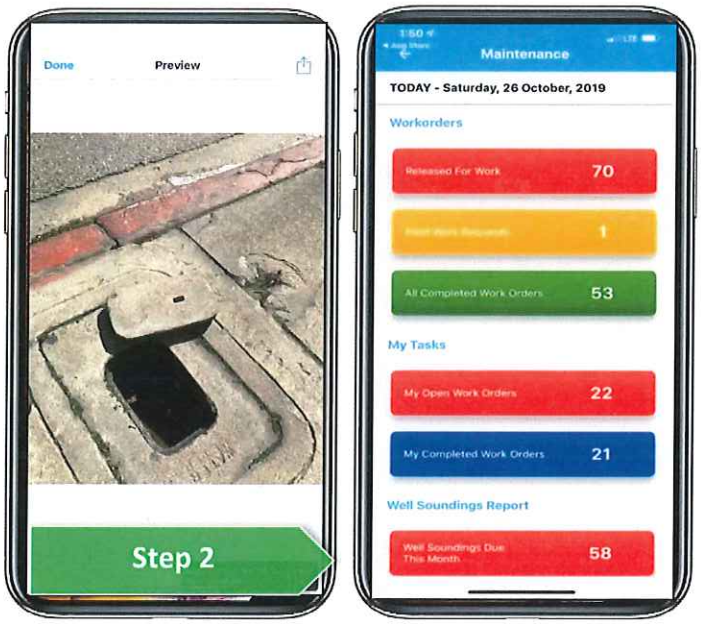


Figure 15 Work orders are assigned and updated with pictures or videos and sent to the field crew's iPhone or iPad. Work Orders are listed and available on the crew's personal dashboard.

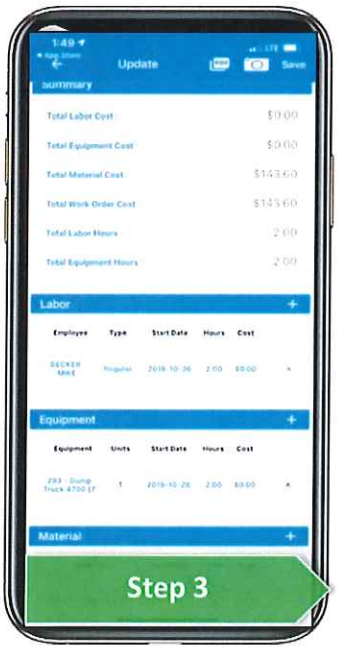


Figure 16 In step 3, labor hours, costs, equipment, and materials are entered for inventory and financial reporting.

As costs are added to a work order, GeoViewer On-Line will update its BI Dashboard in real-time.

Once steps 1 through 3 are completed, supervisors and managers can print the report in GeoViewer Online and viewer financial statistics and business intelligence through the Maintenance BI Dashboard shown in figure 4. GeoViewer On-Line allows managers to view costs related to work order type and view those work orders on the map.

3.1.7. Valve Data Collection Module

Nobel's Valve Exerciser Machine Module adaptor allows you to send information from your valve machine directly into our Mobile GIS solution using Bluetooth technology. This adaptor taps into the Valve Exercise Machine and extracts the Turns, Torque and Direction when the machine is exercising the valve. The information is automatically populated into the valve GIS data in the iPad and synchronized with GeoViewer Online.

It doesn't require any special software to be installed, and it communicates directly with the machine itself through the latest Bluetooth Low Energy technology.

Figure 17 Field staff connecting to the valve exercise machine and automatically populating valve GIS data.

3.1.8. Hydrant Flushing Module

The Flushing module in GeoViewer Mobile enables the user to see all the Hydrants, Blow offs, and End Caps. in their vicinity and choose a specific feature to flush. The user can collect flushing data, such as:

How many minutes the feature has been flushed

- What is the observed gallon per minute
- The reason for flushing
- Observed Water Condition
- Water Source
- Starting Chlorine Residual
- Finishing Chlorine Residual
- General Comments

The tool also gives the option of showing previous flushing history, to enable the user to see what their colleagues have done on the same feature in the past.

After the flushing information is collected, it is automatically sent to the server via the Synchronization framework in GeoViewer Mobile.

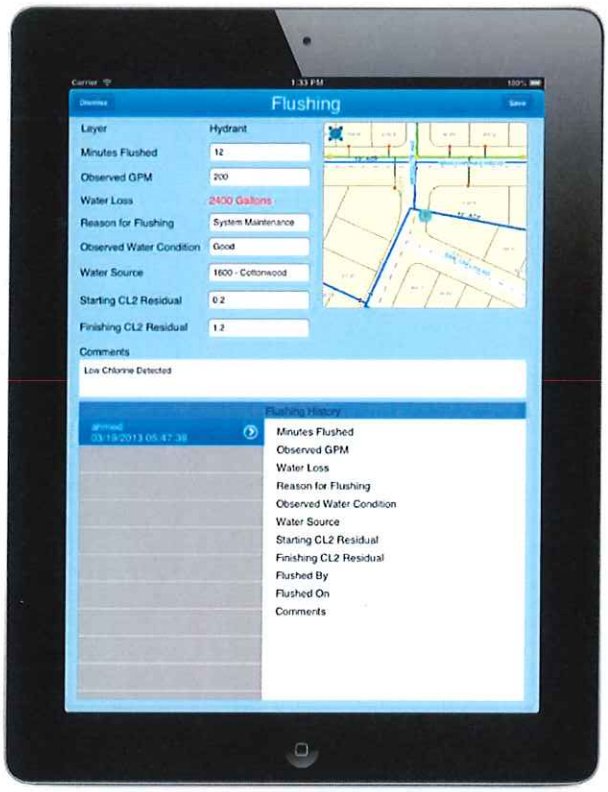


Figure 18 Hydrant flushing module in GeoViewer Mobile as seen on an iPad

3.1.9. Leak Data Collection Module

GeoViewer Mobile Leak Report module can assist the City in tracking leaks throughout the City. Leak locations are added through the GeoViewer Mobile app for iPad and iPhone or by the citizen request app. Information regarding the leaks can then be recorded. The City can then identify hotspot areas where leaks are most likely to occur.

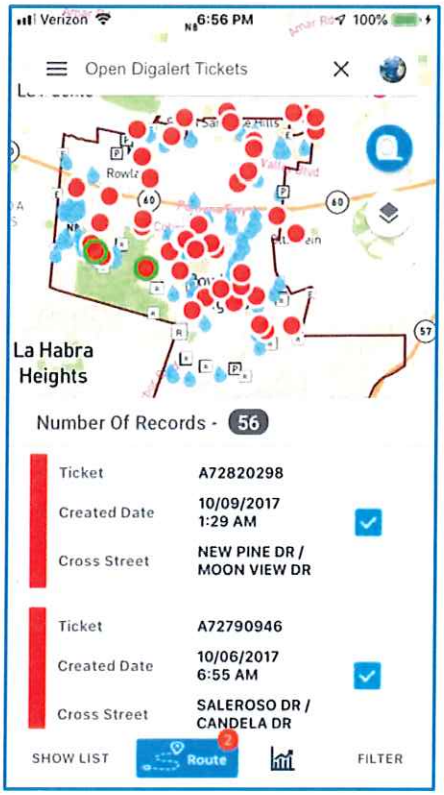
Figure 19 Pipe leak example

3.1.10. Backflow Inspection Module

GeoViewer Mobile Backflow Inspection module can assist the City in inspecting sewer back flows throughout the City. Backflow Inspection data are added through the GeoViewer Mobile app for iPad and iPhone. Information regarding the inspections is then be recorded. The City can then identify hotspot areas where backflows are most likely to occur.

3.1.11. USA DigAlert Ticket Module

Nobel's DigAlert Module automatically receives DigAlert tickets from the USA DigAlert provider, extracts information from the ticket and synchronizes the information, so it can be queried and viewed by the field user within the mobile device. The DigAlert module has a built-in synchronization mechanism, allowing a single user to checkout a ticket, at the same time notifying colleagues and supervisors the ticket is being worked on. The user can then enter comments or choose from a customizable drop-down menu. Field users can take photos and attach the photo directly to the ticket. Once the user has filled out the form, they can change the status of the ticket to complete. This will notify all other users the ticket has been completed and remove it from the list. The Synchronization framework encompasses the latest technology, ensuring the most update DigAlert tickets are received from the Server and synchronizes completed and/or in-progress tickets, without user intervention.



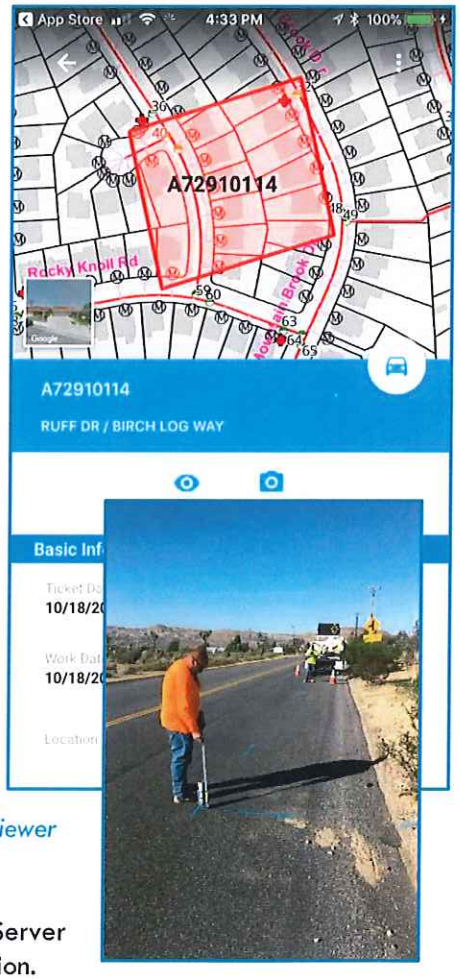


Figure 20 USA DigAlert Module in GeoViewer Mobile for iPad and field crew.

3.1.12. Sewer Line Cleaning Module

Nobel understands the need to keep and maintain current and accurate records of sewer maintenance. The tracking and reporting of maintenance of sewer utilities is becoming more important. Making the reporting and maintenance more efficient is becoming a top priority of any sewer utility.

The Sewer Line cleaning module functions as described below:

1. The module is assumed to be working from a database that has the ID's (linked to GIS), the cleaning frequency and last cleaned date.
2. Everyday a message will be pushed to the field crew iPads with the number of line segments that need to be cleaned.
3. The module lists the line segments that need to clean, and the map shows the line segments color coded
    a. Red – Line segments that are due for cleaning beyond an acceptable tolerance
    b. Yellow – Line segments that are due for cleaning
    c. Green – Line segments that are NOT due for cleaning
4. By selecting an item in the list, a form will display that helps the field crew collect the information and add any attachments such as pictures and videos.

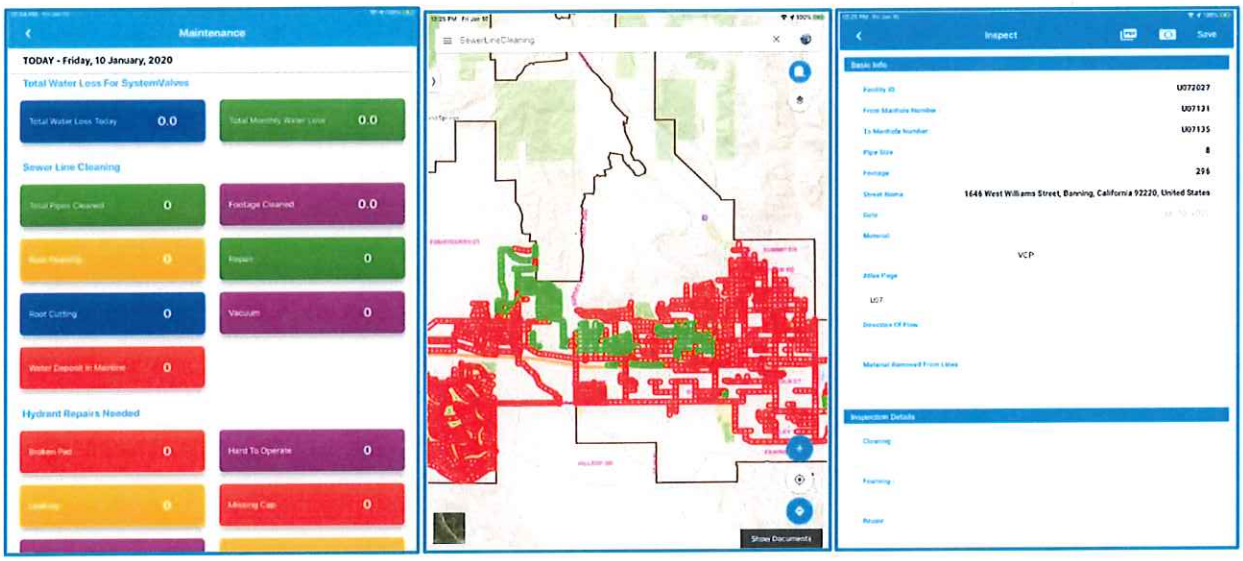


Figure 21 GeoViewer Mobile for iPad shows the number of segments needing repair, the segments color coded, and provides customized forms for populating the GIS and asset management databases

3.1.13. Manhole Inspection Module

Nobel understands the need to create Sewer Manhole Inspection for every Manhole within the City's service area to maintain current and accurate records of sewer maintenance. The tracking and reporting of maintenance of sewer utility is becoming more important. The ability of making the reporting and maintenance more efficient is becoming a top priority of any sewer utility.

The Sewer Manhole Inspection report in GeoViewer Mobile functions as below:

- Field crews use GeoViewer Mobile to collect data for all the Sewer Manholes not already in the GIS databases uploaded into the GeoViewer Platform
- User can input the information related to defects and flows
- Ability to attach the pictures/images to each of the inspection reports

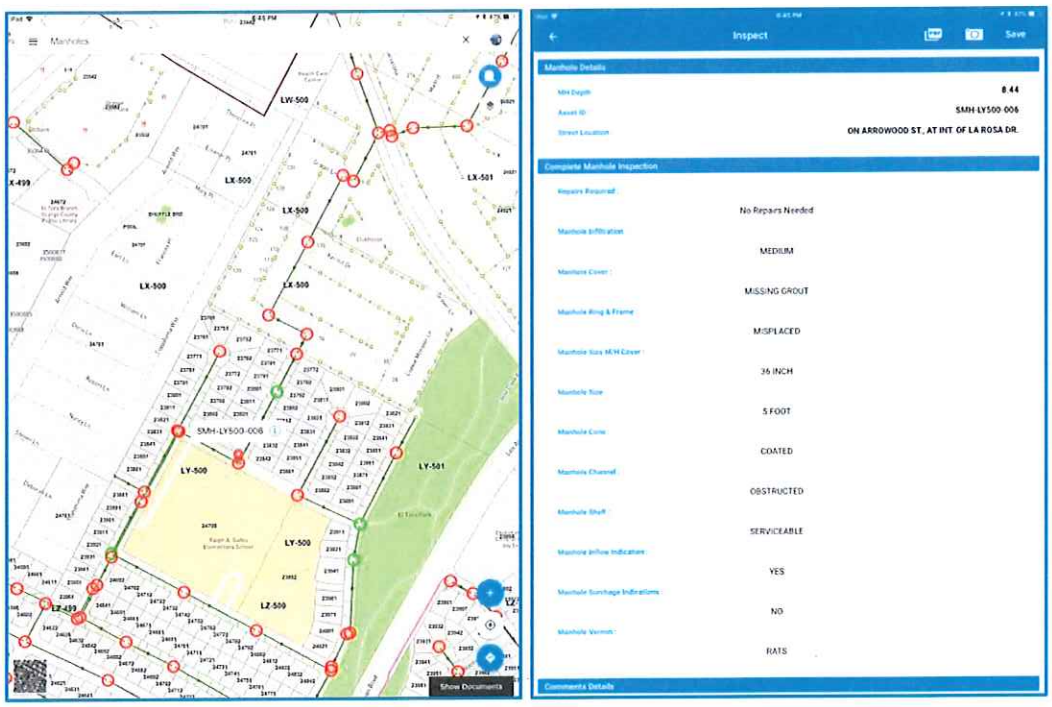


Figure 22 Field crews can search for "manholes" in GeoViewer and then tap on the assets highlighted on the map for viewing and editing the manhole attribute information

3.1.14. CCTV Videos Module

GeoViewer's CCTV module allows the user to manage pipeline inspections as well as tie any CCTV video directly to that location using GIS information within the system. This allows for capture of the recording, allowing for remote access to the video feed as well as the ability to store historic recordings in the record within GeoViewer. All this information is tied to the specific pipeline location where the CCTV footage was captured.

3.2. SCOPE OF WORK

3.2.1. Implementation Methodology

During the implementation phase, Nobel will provide all the required services: project management, process discovery, software integration, software installation, training, custom reports and interfaces, conversion assistance, maintenance, and support. Nobel can easily provide the above on-site services because we are based in San Bernardino, California, thereby allowing senior officers to provide face-to-face support.

Based on the typical conversion, integration, and configuration time, Nobel anticipates a project duration time of 1-3 months from notice to proceed (NTP) to hard rollout.

Due to the cloud-based architecture and managed software-as-a-services (SaaS), public works departments and utilities divisions find that our implementation phase is a relatively easy process compared to traditional on-premise applications. The project execution phase is anticipated to follow the below progression:

1. Kick Off Meeting
2. Develop Detailed Schedule
3. Data Discovery and Needs Assessment Phase
4. Data Conversion
5. Module Configuration
6. Soft and Hard Rollout Including Training and Technical Support.
7. Technical Support

3.2.2. Kick Off Meeting

Nobel will hold an on-site kick-off meeting to review the project plan and coordinate the information transfer. Balaji Kadaba, Lead Project Manager, and Aretha Samuel, IT Manager, will represent Nobel to discuss our project approach, cloud application, and schedule. Nobel will provide information to the City explaining system architecture, use cases, and benefits pertinent to this project. We will also coordinate and schedule source data transfer to Nobel. Data transfer will include GIS databases, record drawings, documents, current work orders and inventory data in Excel/CSV format. Lastly, team member roles will be established and project champions as they relate to project tasks. Nobel's project manager will serve as the team's primary point of contact to the City.

3.2.3. Develop Detailed Project Schedule

Nobel has prepared the following schedule which includes on-site visits and action items for the City. The following schedule is anticipated, and the project is estimated to take 2 to 3-months from the notice to proceed.

1. Kick Off Meeting – 1 business day (On-Site)
2. Data Discovery – 3 business days (Remote)
3. Business Process/City Staff Shadowing – 3 business days (On-Site)
4. System Conversion/Integration - 20 business days (On-Site and Remote)
5. GeoViewer On-line/Mobile Setup and configuration – 10 business days (Remote)
6. Soft Rollout/System Tested – 3 business days (Remote)
7. Hard rollout – 2 business days (On-site and Remote)
8. Training– 2 business days (On-Site)
9. Postproduction System use check- up - Unlimited remote and on-site support

Total Days: 44 days

3.2.4. Data Discovery / Needs Assessment Phase

Nobel will assess the City's IT infrastructure and network resources with the mission of gathering information required to configure and connect to existing systems. Nobel will make sure there are good Wi-Fi speeds of at least 15 Mbps. If necessary, Nobel will help the City's IT department plan its purchases of iPads or iPhones for its staff. Nobel will also schedule its Module Configuration meetings with key staff members for 1-2 business days. As a San Bernardino, California based company, we can easily come over and shadow field staff and visually see their needs.

3.2.5. Data Conversion

Nobel will:

- Import all existing Work Orders and Inventory into GeoViewer
- Import and host the City's GIS data and retrieve all asset documents
- Link all the existing documents to GIS assets and provide a searchable interface. These documents will be loaded onto the Mobile Devices for fast and easy access in the field.

3.2.6. Module Configuration

Nobel will meet first with the Field Crew Supervisors to ascertain their needs. We will show all Work Order, Inventory Management, and Public Works out-of-the-box module functionalities. These meetings and the feedback from Field Crew Supervisors will allow us to plan the Module Configuration. It is anticipated that at a minimum the following modules will be configured: Valve data collection module, hydrant flushing module, leak data collection module, backflow inspection module, USA DigAltert ticket module, sewer line cleaning module, and CCTV videos module.

3.2.7. Soft and Hard Rollout Including Training and Technical Support

Nobel will administer a soft rollout of GeoViewer to a select group of the named user base. This will be a simulation of the production environment with all apps ready to deploy and tested. This is a critical step in the implementation to receive valuable end user feedback and implement final configuration changes. This ensures the GeoViewer configuration matches the needs of the City prior to the Go-Live rollout. The Hard rollout represents the official Go-Live in a production environment. All remaining users will undergo GeoViewer training and will be provided user training information. GeoViewer training will include 2 to 4 separate training session for City staff. These training sessions will be 2 hours and will cover each of the configured GeoViewer module and datasets. Our annual SaaS service gives City employees and contractors access to unlimited support and modification services throughout the contract. These costs and post-production system use check-ups are included in our annual SaaS fee. Our service will also include unlimited technical support.

4. QUALIFICATIONS

4.1. OVERVIEW OF NOBEL SYSTEMS

Nobel was founded in 1992, and is headquartered in San Bernardino, California. We have enjoyed relationships with our clients across the world and encompassing thousands of users. Many of our relationships with our customers have lasted over a decade.

Nobel is an industry leader in all aspects of GIS, comprised of over 70 information technology professionals with backgrounds that include civil engineering, public works management, utility engineering and design, information technology, and GIS. Nobel provides a portfolio of GIS services – from data conversion and custom application development to consulting and Software as a Service (SaaS) solutions. Nobel's clientele ranges from cities, counties, and quasi government agencies to private utilities and engineering companies. We have successfully enabled more than 100 organizations with smarter technology that delivers optimal efficiency, effectiveness, and return on investment.

Nobel's Mission is to develop enterprise GIS programs that meet the following:

- Aligned with Enterprise Priorities
- Comprehensive, Accurate, and Timely Data Management
- Accessible to all user levels
- Relevant to Operational Workflow
- Integrated with Enterprise Systems and Data
- Demonstrates Return on Investment
- Sustainability

Nobel is exceptionally skilled in the development, maintenance, and integration of GIS software and integration to other legacy systems. We have successfully built GIS applications that span entire organizations, bringing disparate sets of data from legacy applications into the GIS platform in a seamless manner. We pride ourselves in being a leader in technology within the public utilities industries and are constantly innovating and inventing new ways to improve the way that organizations manage their operations. Nobel invests approximately 30% of our profit into R&D every year.

The financial stability of Nobel can best be characterized by our Dun and Bradstreet report that places Nobel in the lowest risk category possible in the Financial Stress and Credit categories. Our revenues have shown impressive, yet stable growth over time and we have been honored by INC Magazine as one of the Top 100 Fastest Growing Inner-City Companies.

Nobel Systems proposed Not to use any Sub-Consultants for this project.

4.2. REFERENCES/PAST PERFORMANCE

4.2.1. **Cucamonga Valley Water District, California**

Contact Name: Brenda Watson
Contact Position: Geographic Information Systems Technician 2
Address: 10440 Ashford St. Rancho Cucamonga, CA
Phone: 909-987-2591
E-mail Address: brendaw@cvwdwater.com
Project Description: GeoViewer Mobile and Online software applications have been implemented in the Cucamonga Valley Water District. They use a comprehensive CMMS system and the following: Valve Exercise, Hydrant Flushing, BlowOff Inspection, USA Dig Alert, CMMS Work Order, Sewer Line Cleaning, Manhole Inspection, Plant Check Module (Field Forms), Sewer Lift Station Inspection, CCTV, Backflow Inspection.

4.2.2. **City of Huntington Park, California**

Contact Name: Raul Alvarez
Contact Position: Asst. City Manager
Address: 6550 Miles Avenue, Huntington Park, California 90255
Phone: (323) 584-6223
E-mail Address: Ralvarez@hpca.gov
Project Description: GeoViewer Mobile and Desktop software applications have been implemented in the City of Huntington Park. They use the Public Works CMMS system tailored for Street Light, Traffic Signal, Customer Complaints, Parks and Buildings Maintenance and many other modules such as USA DigAlert, Hydrant Flushing etc.

4.2.3. **El Toro Water District, California**

Contact Name: Mike Miazga
Contact Position: Information Technology Manager
Address: 24251 Los Alisos Blvd, Lake Forest, CA 92630
Phone: 949-837-7050 (Ext 236)
E-mail Address: MMiazga@etwd.com
Project Description: GeoViewer Mobile and Desktop software applications have been implemented in the El Toro Water District. They use a comprehensive CMMS system and the following: GIS, Mobile, Inventory Management, Catch Basin, Sewer Line Cleaning module, USA DigAlert, Valve exercise and Flushing Modules, CCTV Videos, Sewer Trouble Tickets, Plant Check Modules etc.

4.3. PROJECT TEAM

We have assembled a team of professionals for this project that brings 80+ years of combined GIS experience and 20+ years of combined cloud technology experience for local government and public utilities. The following key personnel will be assigned and committed to this project as shown in figure 23. The City will primarily interact with our Project Manager Balaji Kadaba. For training, the City will interact with our either Project Manager, Lead Software Engineer or CTO.

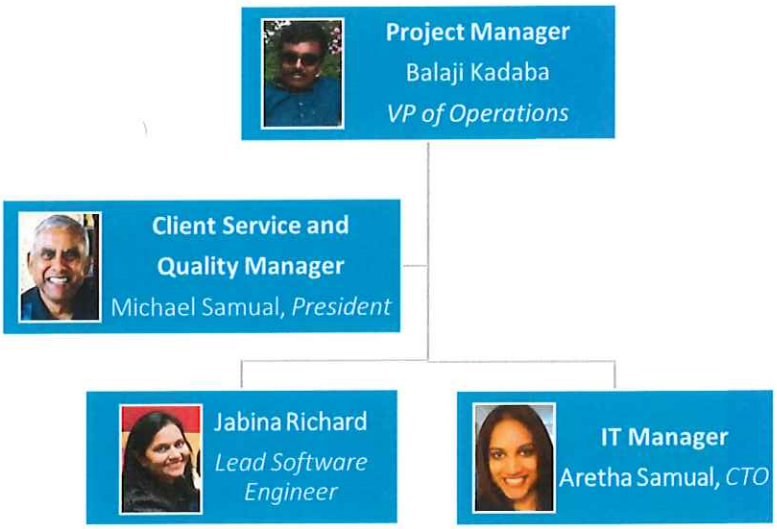


Figure 23 Project Team Org Chart

Balaji Kadaba VP of Operations	Mr. Kadaba earned his B.S degree in Mechanical Engineering from Siddaganaga Polytechnic, India. He has worked extensively in the ESRI and Autodesk product lines and has over 20 years of work experience in data conversion, data management and project management. He has worked extensively in ArcGIS, Arc Catalog and Arc Toolbox, and AutoCAD. Mr. Kadaba was the Project Manager of San Bernardino County Parcel Mapping Project, starting in 2003 and successfully completed in 2005, consisting of 480,000 parcels. He has managed million-dollar projects at Nobel with Long Beach Gas and Oil Department. Balaji Kadaba's responsibilities include program implementation, project management, and customer oversight. His experience and technical background allow him the ability to make sound decisions and provide strong project leadership.
Aretha Samuel Chief Technology Officer	Ms. Samuel holds a Bachelor's Degree in Electrical Engineering and Computer Science from University of California Berkeley. Ms. Samuel has over 12 years of professional experience in the field of IT, Web and Application Development, and 9 years of experience in GIS web development for public utilities and municipalities. Her focus is on GIS Web Applications, System Architecture & Design, Network Administration, and Product Development and Integration. Ms. Samuel oversees all software development and is instrumental in the company's success. Ms. Samuel has extensively worked with Amazon AWS, ReactJS, Apple IoS Swift, NodeJS, NoSQL, Couchbase, Active Directory and Microsoft Server.
Jabina Richard Lead Software Engineer	Mrs. Richard holds a master's degree in Computer Science from Bharathidasan University. Mrs. Richard has over 10 years of professional experience in the field web and mobile application development and GIS. Her focus is on Mobile and GIS applications development. She has extensive knowledge in Apple's IOS framework. Mrs. Richard has extensively worked with various development languages and environments. She has worked with Amazon AWS, ReactJS, Apple IoS Swift, NodeJS, NoSQL, Couchbase, Active Directory and Microsoft Server.

5. COST

One Time Setup (initial) Costs

Project Kick Off Meeting and Project Initial Setup Costs ..... $ 4,800

GeoViewer CMMS Work Order Project Setup Costs $10,000

Annual Hosting Costs:

GeoViewer Online Annual Subscription Fee (Enterprise License) $14,000/Year

GeoViewer Mobile Annual Subscription Fee (Enterprise License) $20,000/Year

GeoViewer CMMS (Work Order) Module $12,000/Year

Valve Exercise Module integration with GeoViewer Mobile ..... $ 1,200/Year

Hydrant Flushing Module integration with GeoViewer Mobile ..... $ 1,200/Year

Leak Data Collection Module integration with GeoViewer Mobile ..... No Charge

Backflow Data Collection Module integration with GeoViewer Mobile ..... $ 1,200/Year

USA DigMark application integration with GeoViewer Mobile ..... $ 1,200/Year

Sewer Line Cleaning Module integration with GeoViewer Mobile ..... $ 1,200/Year

Manhole Inspection Module integration with GeoViewer Mobile ..... $ 1,200/Year

CCTV Module integration with GeoViewer Mobile ..... $ 1,200/Year

Unlimited Training ..... Included

Unlimited Technical Support ..... Included

Total Fee Year One (1)	**$ 69,200**
Total Fee Year Two (2)	**$ 54,400**
Total Fee Year Three (3)	**$ 54,400**
Total Fee Year Four (4)	**$ 54,400**
Total Fee Year Five (5)	**$ 54,400**

Note: The above costs are based on a Five (5) year agreement.

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF MARCH 17, 2020

March 2, 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 ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE VOLKSWAGEN ENVIRONMENTAL MITIGATION FUND, SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT AND/OR THE CALIFORNIA AIR RESOURCES BOARD TO RECEIVE FUNDING FOR ELECTRIC MOTOR TRANSIT SERVICES BUSES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve to adopt a Resolution (Attachment 1) authorizing the City Manager, or her designee, to execute an agreement with the Volkswagen Environmental Mitigation Fund, San Joaquin Valley Air Pollution Control District and/or the California Air Resources Board to receive funding for electric motor transit services buses.

BACKGROUND

On October of 2019, staff submitted a grant application to the Volkswagen (VW) Environmental Mitigation Trust (VEMT) funding to initiate the replacement of City-owned gasoline-fueled transit services buses with new electric transit buses.

The VEMT provides approximately $423 million for the State of California to mitigate the excess nitrogen oxide (NOx) emissions caused by VW's use of illegal emissions testing defeat devices in certain VW diesel vehicles. The VEMT is now accessible to both private and public owners of transit systems. Under the VEMT fund, Zero-Emission (battery electric-powered) Transit, School and Shuttle Bus Project provides funding for new zero-emission replacement buses for owners of transit systems, schools and shuttle buses. This project mitigates excess NOx emissions, reduces pollution in disadvantaged and low-income communities, supports advanced technology vehicle

and equipment deployments and accelerates the zero-emission transformation of the heavy-duty fleet.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Staff identified the following three transit buses that are due for replacement: two (2) 2008 GMC Glaval Titan and one (1) 1990 Ford El Dorado Tour Bus. The GMC Glaval Titan and the Ford El Dorado Tour bus are the oldest transit services twenty-six (26) passenger cutaway buses in the City's fleet. Per the Federal Transportation Administration (FTA), the useful life benchmark for a cutaway bus is ten (10) years.

The purpose of the proposed Resolution will authorize the City to enter into contract with the VEMT, San Joaquin Valley Air Pollution Control District (SJVAPCD) and/or the California Air Resources Board (CARB) and permission to be awarded VEMT grant monies to transition from gas fueled transit buses to battery electric-powered buses. The VEMT awards up to a maximum of $180,000 per each battery electric transit bus.

FISCAL IMPACT/FINANCING

There is no current fiscal impact to the General Fund. The total cost per each Phoenix Zeus 400 (battery electric-powered ambulatory 14-passenger bus) is $255,264.00. The VW Mitigation Fund will award a maximum of $180,000 per bus. If awarded, staff will seek Los Angeles County Metropolitan Transportation Authority's (LACMTA) approval to utilize Measure M to fund the remaining balance of $75,264.00 per bus.

Replacement Vehicle	New Vehicle	VEMT	Measure M	Total Cost
TR-8 2008 GMC/Glaval Titan	Phoenix Zeus 400	$180,000.00	$75,264.00	$255,264.00
TR-9 2008 GMC/Glaval Titan	Phoenix Zeus 400	$180,000.00	$75,264.00	$255,264.00
TR-16 1990 El Dorado Tour Bus	Phoenix Zeus 400	$180,000.00	$75,264.00	$255,264.00
	Total	**$540,000.00**	**$225,792.00**	**$765,792.00**

CONCLUSION

Staff recommends that the City Council adopt the attached Resolution and authorize the City Manager, or her designee, to execute an agreement with the Volkswagen Environmental Mitigation Fund, San Joaquin Valley Air Pollution Control District and/or

the California Air Resources Board to receive funding for electric motor transit services buses.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

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

Attachment 1: Proposed Resolution

DATE: MARCH 17, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, COUNTY OF LOS ANGELES, CALIFORNIA AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR CERTAIN ASSURANCES, AND AUTHORIZING THE EXECUTION OF ALL INSTRUMENTS NECESSARY TO CONFIRM ALL SUCH ASSURANCES, WITH RESPECT TO AN APPLICATIONS FOR LOCAL, STATE, AND FEDERAL PROGRAMS, PROJECTS, OR GRANTS RELATING TO THE RECEIPT OF THE VOLKSWAGEN ENVIRONMENTAL MITIGATION TRUST FUNDING

WHEREAS, several local, state, and federal programs allow public and non-profit transportation providers to apply for administration, capital, and operation assistance programs or grants; and

WHEREAS, the Volkswagen Environmental Mitigation Trust Fund (VEMT) became available to public and private owners of transit, schools and shuttle buses to provide funding to eligible applicant recipients for the replacement of old, high-polluting transit, school, and shuttle buses with new battery-electric or fuel-cell buses; and

WHEREAS, funds from the VEMT are administered through San Joaquin Valley Air Pollution Control District (SJVAPCD) and the California Air Resources Board (CARB); and

WHEREAS, it is required for the City of El Monte to apply for and sign required assurances, and to administer the VEMT funds with respect to applications for local, state, and federal programs, projects or grants.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, AS FOLLOWS:

SECTION 1. Based on the above recitals and the staff report and other information provided by City staff at the City Council's Regular Meeting of _____2020, the City Council of the City of El Monte ("City Council") hereby authorizes the City Manager to make application for and to sign certain assurances with respect to applications for local, state, and federal programs, projects, or grants relating to the receipt of the Volkswagen Environmental Mitigation Trust Funding up to the maximum amount authorized under the grant.

SECTION 2. The City Manager or her designees may execute an agreement with the Volkswagen Environmental Mitigation Trust Fund, San Joaquin Valley Air Pollution Control District and/or the California Air Resources Board to receive funding

for this project. The foregoing notwithstanding, nothing in this Resolution shall constitute a pledge of funds by the City, absent the execution of any and all agreements by the City Manager as provided under this Section, above.

SECTION 3. This Resolution shall take effect upon adoption. The City Clerk shall certify to the adoption of this Resolution.

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

_____
Andre Quintero
Mayor 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 _____ day of _____ 2020 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF MARCH 17, 2020

March 12, 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 PPROFESSIONAL SERVICES AGREEMENT WITH INX BUILDING MAINTENANCE SOLUTIONS TO PROVIDE AUGMENTED DISINFECTION OF ALL HIGH-TOUCH AREAS IN CITY BUILDINGS FOR A NOT-TO-EXCEED SUM OF $6,000 PER MONTH FOR UP TO SIX (6) MONTHS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve a Professional Services Agreement with iNX Building Maintenance Solutions to clean and disinfect all high-touch areas in City-owned buildings for a sum not-to-exceed $6,000 per month for up to six (6) months.

BACKGROUND

The City of El Monte (the "City") interacts with the public on a daily basis. Residents and customers come to the City to pay bills, request permits, participate in recreational activities, and other aspects of civic engagement. With the recently declared pandemic of COVID-19, the City is looking to make these needed and essential interactions between City personnel and the public as safe as possible.

On March 11, 2020, the City of El Monte released a COVID-19 'Coronavirus' response plan which included the City's strategy to deep clean and disinfect all high-touch areas in City Hall and City buildings to reduce the potential transmission of COVID-19. In the interest of time, on March 12, 2020 the Public Works Department requested a professional services quote from our existing janitorial services contractor, iNX Building Maintenance Solutions (iNX), to determine the cost for these additional services. iNX was provided a list of all City buildings with high touch public areas and asked to provide a quote for daily deep cleaning and disinfection (Attachment 1).

DISCUSSION

On March 12, 2020, iNX submitted a professional services quote to provide immediate disinfection services from now until the end of August 2020 (Attachment 2). The quote estimates a not-to-exceed cost of $6,000 per month. The Public Works Department is proposing a maximum six (6) month service agreement with iNX Building Maintenance Solutions to clean and disinfect all high touch public areas in City buildings. The high touch public areas will include: City Hall East, City Hall West, Police Department Main Station, Police Department Jail, City Yard, Community Center, Senior Center (after reopening), Aquatics Center (after reopening), and the El Monte Historical Museum.

Since the proposed services are to supplement the regular janitorial services currently provided by iNX, staff is requesting a separate agreement and funding source to be able to keep the costs for these services separate from routine cleaning in the event the City is able to seek reimbursement for these emergency public health and safety measures.

Furthermore, Public Works staff has been trained and will be providing additional cleaning throughout each day. The requested iNX services will be used to reduce exposure to viral infection to employees and residents, and to ensure that staff levels remain adequate during this critical period. After four (4) months, staff will assess the need to continue these measures and if so, pursue a formal bid for these services.

FISCAL IMPACT/FINANCING

Since this proposed action represents an unforeseen event, namely the COVID-19 pandemic, staff has identified funds in the Non-Departmental Special Department Expense fund (Account #100-11-111-6266) for these necessary, but unbudgeted, services.

CONCLUSION

It is recommended that the City Council consider and approve a Professional Services Agreement with iNX Building Maintenance Solutions to clean and disinfect all high-touch areas in City-owned buildings for a sum not-to-exceed $6,000 per month for up to six (6) months.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

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

Attachment(s):

Attachment 1 – City Building High Touch Areas

Attachment 2 – iNX Building Maintenance Quote for Supplemental Services

DATE: MARCH 17, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF MARCH 17, 2020

ATTACHMENT 1

BUILDING	AREAS TO BE DISINFECTED
CITY HALL WEST	• Entrance counters: Engineering, Building, Planning, Housing, Code Enforcement, Animal Control. • Front lobby area upstairs and down stairs. • Hand rails at front automatic doors. • Stair case hand rails. • Inside and outside elevator.
CITY HALL EAST	• City Clerk front counter. • Human Resource front counter. • City Manager's office front lobby, desks, and door entrances. • Treasury front counter. • Treasury front lobby.
POLICE DEPARTMENT MAIN	• Front lobby.
POLICE DEPARTMENT JAIL	• Jail cells and holding areas.
CITY YARD	• Front lobby.
COMMUNITY CENTER	• Front lobby.
AQUATICS CENTER	• 1st floor lobby counter and lobby. • 2nd floor lobby counter. • Stair railings. • Inside and outside elevator.
SENIOR CENTER	• Front lobby. • Halways. • Automatic door hand rails.
EL MONTE MUSEUM	• Front counter.

(888) TEAM-iNX
(888) 832-6469
Service@TeamINX.com
iNX Building Maintenance
Dept. C210
PO Box 509015
San Diego CA 92150-9015

ESTIMATE

BILL TO:

Robert Triay
City of El Monte
11333 E Valley Blvd.
El Monte CA 91731

SERVICE ADDRESS:

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

DATE: 3/12/2020

ESTIMATE NUMBER: 3647

DUE DATE: 3/31/2020

TERMS: Net 15

Qty	Service/ Product	Description	Rate	Tax Rate	Amount
19	Day Porter	Additional hours for disinfecting of all communal/ public areas 1x/day. Porter to be on various sites for 6 hours total per day. Services for March (19 Days) effective 3/12/20.	$180.00		$3,420.00
			SUBTOTAL		$3,420.00
			TAX		$0.00
			TOTAL		$3,420.00

Client Signature _____

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(888) 832-6469
Service@TeamiNX.com
iNX Building Maintenance
Dept. C210
PO Box 509015
San Diego CA 92150-9015

ESTIMATE

BILL TO:

Robert Triay
City of El Monte
11333 E Valley Blvd.
El Monte CA 91731

SERVICE ADDRESS:

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

DATE: 3/12/2020

ESTIMATE NUMBER: 3648

DUE DATE: 4/30/2020

TERMS: Net 15

Qty	Service/ Product	Description	Rate	Tax Rate	Amount
30	**Day Porter**	Additional hours for disinfecting of all communal/ public areas 1x/day. Porter to be on various sites for 6 hours total per day. Services for April- 30 days	$180.00		$5,400.00
			SUBTOTAL		$5,400.00
			TAX		$0.00
			TOTAL		$5,400.00

Client Signature _____

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San Diego CA 92150-9015

ESTIMATE

BILL TO:

Robert Triay
City of El Monte
11333 E Valley Blvd.
El Monte CA 91731

SERVICE ADDRESS:

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

DATE: 3/12/2020

ESTIMATE NUMBER: 3649

DUE DATE: 5/31/2020

TERMS: Net 15

Qty	Service/ Product	Description	Rate	Tax Rate	Amount
31	**Day Porter**	Additional hours for disinfecting of all communal/ public areas 1x/day. Porter to be on various sites for 6 hours total per day. Services for May- 31 days	$180.00		$5,580.00

SUBTOTAL	$5,580.00
TAX	$0.00
TOTAL	$5,580.00

Client Signature _____

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Dept. C210
PO Box 509015
San Diego CA 92150-9015

ESTIMATE

BILL TO:

Robert Triay
City of El Monte
11333 E Valley Blvd.
El Monte CA 91731

SERVICE ADDRESS:

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

DATE: 3/12/2020

ESTIMATE NUMBER: 3650

DUE DATE: 6/30/2020

TERMS: Net 15

Qty	Service/ Product	Description	Rate	Tax Rate	Amount
30	**Day Porter**	Additional hours for disinfecting of all communal/ public areas 1x/day. Porter to be on various sites for 6 hours total per day. Services for June- 30 days	$180.00		$5,400.00

SUBTOTAL	$5,400.00
TAX	$0.00
TOTAL	$5,400.00

Client Signature _____

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Service@TeamINX.com
iNX Building Maintenance
Dept. C210
PO Box 509015
San Diego CA 92150-9015

ESTIMATE

BILL TO:

Robert Triay
City of El Monte
11333 E Valley Blvd.
El Monte CA 91731

SERVICE ADDRESS:

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

DATE:
3/12/2020

ESTIMATE NUMBER:
3651

DUE DATE:
7/31/2020

TERMS:
Net 15

Qty	Service/ Product	Description	Rate	Tax Rate	Amount
31	Day Porter	Additional hours for disinfecting of all communal/ public areas 1x/day. Porter to be on various sites for 6 hours total per day. Services for July- 31 days	$180.00		$5,580.00

SUBTOTAL	$5,580.00
TAX	$0.00
TOTAL	$5,580.00

Client Signature _____

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iNX Building Maintenance
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PO Box 509015
San Diego CA 92150-9015

ESTIMATE

BILL TO:

Robert Triay
City of El Monte
11333 E Valley Blvd.
El Monte CA 91731

SERVICE ADDRESS:

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

DATE: 3/12/2020

ESTIMATE NUMBER: 3652

DUE DATE: 8/30/2020

TERMS: Net 15

Qty	Service/ Product	Description	Rate	Tax Rate	Amount
30	Day Porter	Additional hours for disinfecting of all communal/ public areas 1x/day. Porter to be on various sites for 6 hours total per day. Services for August- 30 days	$180.00		$5,400.00

SUBTOTAL	$5,400.00
TAX	$0.00
TOTAL	$5,400.00

Client Signature _____

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Questions? Please Call (888) TEAM-INX

CITY OF EL MONTE

CITY MANAGER'S OFFICE
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF MARCH 17, 2020

March 12, 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 ADOPTION OF A RESOLUTION DECLARING A LOCAL EMERGENCY DUE TO THE PUBLIC THREAT CAUSED BY THE CORONAVIRUS (COVID-19)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt a Resolution (Attachment 1) declaring a local emergency due to the public threat caused by the coronavirus (COVID-19).

BACKGROUND/ JUSTIFICATION OF RECOMMENDED ACTION:

Since Coronavirus was first reported in China in December 2019, it has quickly spread throughout the world to over 120 countries. As of March 12, 2020, over 135,000 cases of the virus have been reported worldwide with nearly 5,000 deaths. After China, the countries with the greatest number of cases are South Korea, Italy, and Iran. Coronavirus can take up to 14 days to show symptoms, is highly contagious (even before showing symptoms) and has no known vaccine. Extraordinary measures have been taken to contain the virus, including quarantining multiple provinces of China and the entire country of Italy. On March 11, 2020, the World Health Organization (WHO) declared the virus outbreak a pandemic.

The first confirmed case of Coronavirus in the United States was made on January 21, 2020. Since then, there has been increased concern of the virus spreading across the Country. As of March 12, 2020, there have been a total of 1,599 confirmed cases of the virus with 40 deaths. The most affected areas to date include the greater Seattle area, New York City, and the San Francisco Bay area. California Governor Gavin Newsom declared a State of Emergency on March 4, 2020, shortly after the State's first death was reported.

The virus has only recently been identified in Southern California, with most of the cases confirmed over the past seven (7) days. In response, Los Angeles County, the City of Los Angeles, City of Long Beach, and City of Pasadena all declared local emergencies. The potential for the virus to rapidly spread has caused government officials and private businesses to respond at near unprecedented levels. Events and activities throughout the region have been cancelled, closed or postponed. The National Basketball Association (NBA) has suspended all games, the BNP Paribas Tennis Open in Indian Wells has been cancelled, the Coachella Valley Music and Arts Festival has been postponed to October 2020, and the Disneyland theme park has closed its doors through the end of March 2020. The City of Los Angeles will be closing City Hall to members of the public, except for public meetings of the City Council, board and commission meetings will transition to accessible phone or video conference sessions that will allow constituents to make comments, ask questions, and engage with local leaders.

CITY OF EL MONTE EFFORTS

In response to the fast moving series of events, staff recommends the City of El Monte also declare a local emergency. Although there are no confirmed cases in El Monte, the declaration is out of an abundance of caution to protect the health, safety and welfare of our community members and City employees.

The City of El Monte has already taken measures to reduce the spread of the virus. This includes the cancellation of all City-planned events for the month of March 2020, temporarily closing the Jack Crippen Multi-Purpose Senior Center, modifying the Elderly Nutrition Program, temporarily closing the El Monte Aquatic Center, cancelling the Senior Lap Swim and Exercise Program, and deep cleaning and disinfecting all high-touch areas at City Hall, other City buildings, and bus shelters. El Monte will also suspend all non-safety related code enforcement and animal control activities and building inspections. Recommendations for additional closures (e.g. public counters, etc.) may occur as more information on the virus and its impact in the San Gabriel Valley is gathered.

The City has also used its resources to remind individuals of the many steps they can take to reduce the risk of getting Coronavirus. This includes washing hands with soap and water for at least 20 seconds, covering a cough or sneeze, and staying home if sick. People should also prepare for a possible disruption to daily routines that could be caused by the virus. This includes having a supply of all essential needs (i.e. food and water), medications, making child care plans if needed, and understanding an employer's policies regarding leave options or work from home opportunities.

The local emergency declaration will also give El Monte the ability to mobilize City resources, accelerate emergency planning, and streamline staffing. In addition, it may

make the City eligible for future reimbursements by the state and/or federal government. The City will continue to work closely with the County of Los Angeles Public Health Department to stay up to date on the latest developments.

CONCLUSION

It is recommended that the City Council adopt a Resolution declaring a local emergency due to the public threat caused by Coronavirus (COVID-19).

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

ATTACHMENT

1. City Council Resolution

DATE: March 17, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA DECLARING A LOCAL EMERGENCY DUE TO THE PUBLIC THREAT CAUSED BY CORONAVIRUS (COVID-19)

WHEREAS, Coronavirus was first reported in China in December 2019;

WHEREAS, in less than three (3) months, Coronavirus has infected over 135,000 people in 120 cases and has caused nearly 5,000 deaths;

WHEREAS, Coronavirus can take up to 14 days to exhibit symptoms, is highly contagious (even when not showing symptoms) and has no known vaccine;

WHEREAS, Coronavirus was first identified in the United States on January 21, 2020, and since then, there has been a total of 1,599 confirmed cases and 40 deaths;

WHEREAS, public facilities, schools, major events and activities throughout Southern California have been cancelled, closed or postponed;

WHEREAS, on March 4, 2020, California Governor Gabin Newsom declared a State of Emergency and the County of Los Angeles, City of Los Angeles, City of Long Beach and City of Pasadena all declared Local Emergencies; and

WHEREAS, on March 11, 2020, the City of El Monte began taking measures to reduce the spread of the virus by cancelling all City –planned events for the Month of March 2020, temporarily closing the Jack Crippen Multi-Purpose Senior Center, modifying the Elderly Nutrition Program, temporarily closing the El Monte Aquatic Center, cancelling the Senior Lap Swim and Exercise Program and deep cleaning and disinfecting all high-touch areas of City Hall, other City buildings, and bus shelters.

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. At the City Council meeting of March 17, 2020, the City Council declared a Local Emergency due to Coronavirus (COVID-19).

SECTION 2. That the City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at its regular meeting on this 17th day of March 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 17th day of March, 2020 and that said Resolution was adopted by the following votes, to-wit:

AYES:

NOES:

ABSENT:

_____
Catherine A. Eredia
City Clerk

CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF MARCH 17, 2020

March 2, 2020

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

Dear Mayor and City Council:

A PUBLIC HEARING TO CONSIDER AN APPEAL OF PLANNING COMMISSION RESOLUTION NO. 3547 DENYING CONDITIONAL USE PERMIT NO. 06-19 FOR THE ESTABLISHMENT OF AN OFF-SALE BEER AND WINE LICENSE WITHIN AN EXISTING 1,579 SQUARE FOOT GASOLINE STATION CONVENIENCE MARKET LOCATED AT 3266 SANTA ANITA AVENUE

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. Adopt, by no less than three (3) affirmative votes:
   A. A Categorical Exemption under Section 15301 (Class 1 – Existing Facilities) pursuant to the California Environmental Quality Act and Guidelines, as amended; and
   B. A Resolution reversing the Planning Commission's decision and approving Conditional Use Permit No. 06-19 subject to the recommended Conditions of Approval contained in the Resolution (Attachment 1) or any other conditions that the City Council may wish to impose; or
   C. A Resolution (Attachment 2) upholding the Planning Commission's decision and deny, without prejudice, Conditional Use Permit No. 06-19.

BACKGROUND

The subject property is zoned C-2 (Retail-Commercial) and is currently improved with a self-service gasoline station consisting of a 1,579 square foot convenience store (including an office, utility room, coolers, restrooms, etc.), two (2) fueling canopies with a total of 12 fuel pumps, and a gated storage area. The use has existed at the site since the 1960s, while the current property owner/applicant has been operating the use since 2013. The gasoline station portion operates 24-hours a day, while the convenience store is open from 6:00 a.m. until 8:00 p.m. daily. The site is located at the southeast corner of Santa Anita Avenue and Asher Street (and also directly south of the I-10 San Bernardino Freeway).

Per Chapter 17.24 of the El Monte Municipal Code (EMMC), the off-sale of beer, wine or liquor establishments requires the approval of a Conditional Use Permit (CUP) by the Planning Commission. In 2013, the applicant submitted a CUP application for a Type 20 (beer and wine) Alcohol Beverage Control (ABC) license. On May 20, 2014, the Planning Commission denied CUP No. 01-14. The denial was due concerns raised by nearby residents related to trash and loitering and how the use would be within 1,000 feet of the Shining Star Preschool, located at 3215 Santa Anita Avenue.

On April 25, 2019, the applicant submitted a new CUP application for a Type 20 ABC license. The alcohol sales area would be located directly in front of the store's cashier/register and occupy no more than five (5) percent of the store's floor area. No other changes were proposed for the site. Staff originally recommended approval of the CUP. However, on August 13, 2019, the Planning Commission denied CUP No. 06-19 (3-2 vote). The majority of the Commission felt adding off-sale of beer and wine would have a negative impact on the adjacent residential neighborhood. Also, since there are other off-sale beer and wine uses in the immediate area, the Commission did not believe a finding of "Public Convenience or Necessity" could be made (see Attachment 3 – Planning Commission Resolution No. 3547 and Attachment 4 – Planning Commission Staff Report).

On September 4, 2019, the applicant appealed the Planning Commission's decision to the City Council.

STAFF ANALYSIS

2011 General Plan Consistency:
The 2011 El Monte General Plan Land Use Element designates the subject site as "Neighborhood Commercial." Areas designated for Neighborhood Commercial provide for convenient, smaller-scale retail businesses in close proximity to neighborhoods. Permitted uses include small commercial businesses (grocers, laundromats, daycare centers, drug stores, etc.) that meet the needs of residents and do not generate substantial volumes of traffic. In evaluating the proposal to allow off-sale beer and wine alcohol sales, staff considered the following:

- Conformance with the City's Municipal Codes and Planning Commission Resolution No. 1762; and
- Information obtained from California Department of Alcohol Beverage Control (ABC).

Conformance with Planning Commission Resolution No. 1762:
On May 14, 1985, the City Council amended Section 9224.4.26 of the EMMC and adopted Resolution No. 1762 pertaining to off-sale liquor establishments. In conjunction with the Resolution, a set of guidelines for reviewing requests for off-sale liquor establishments was also adopted. The guidelines are as follows:

A. For all new off-sale liquor establishments, the applicant shall secure a letter of non-protest from the appropriate school principal or City Director of Recreation and Parks, if the perimeter of the lot or parcel of land upon which any portion of such business is conducted is located within 1,000 feet from all property used for any public or private elementary or high school or any City park and recreation facility; and

B. A Conditional Use Permit will not be issued for a new off-sale liquor establishment located within 1,000 feet from all property used for any public or private elementary or high school or any City park and recreation facility unless the business occupancy complies with the following: 1) business occupancy has a minimum floor area of 25,000 square feet; and 2) business occupancy has no more than five (5) percent of its gross floor area devoted to alcoholic beverage.

Staff has determined that the proposed use is not located within 1,000 feet of any public or private elementary or high school or any City park and recreation facility. While the Shining Star Preschool is within 1,000 feet of the proposed location, it is exclusively a pre-school and daycare facility. Therefore, the proposed use is exempt from the requirements of the Resolution. The gasoline station/convenience store meets all other requirements of the EMMC for the off-sale of beer and wine.

California Department of Alcohol Beverage Control (ABC):
As a part of an ABC License request and evaluation process, City staff contacted ABC for statistical information relating to the number of existing active off-sale licenses in Census Tract No. 4332.00 (where the site is located). According to ABC, the Census Tract is not reported as a high crime area; however, it has an undue concentration of off-sale licenses. The maximum number of off-sale licenses allowed in the Census Tract is four (4), while there are currently nine (9) active licenses (see Table 1 below).

Table 1- List of Active Off-Sale Licenses in Tract 4332.00

	Type	Address	Business Name
1	20	10905-09 Garvey Avenue	21 Grocery
2	20	11114 Ramona Boulevard	99 Cents Only Stores
3	20	11453 Valley Boulevard	Chevron Station Inc.
4	21	10801 Garvey Avenue	Star Liquor

5	21	11110 Ramona Boulevard	Smart & Final
6	20	3643 Santa Anita Avenue	Walgreens
7	21	3243 Santa Anita Avenue	7 Eleven Store
8	21	3333 Tyler Avenue	Ace Liquor
9	20	3155 Santa Anita Avenue	Happy's Market

Public Convenience and Necessity:
According to ABC, the Census Tract has already reached the maximum recommended number of licenses. When this occurs, a finding of "Public Convenience or Necessity" must be made by the governing body in order to obtain an alcohol license from ABC. Of the nine (9) active off-sale ABC licenses already existing within the Census Tract, only one (1) establishment provides off-sale beer and wine at a gasoline station (the Chevron at 11453 Valley Boulevard). Furthermore, the proposed use would provide a high level of convenience for patrons and residents as it could provide for a one-stop shop where patrons can purchase gasoline and convenience store items, including beer and wine.

The current gasoline station operates 24 hours a day with the convenience store open from 6:00 a.m. to 8:00 p.m. daily. The ancillary sale of beer and wine will run concurrently with the operating hours of the convenience store and a security guard/maintenance person will be required to be present at the site from 6:00 a.m. until 8:00 p.m. daily.

Spatial Analysis of Nearby ABC Licenses:
Staff analyzed Census Tract No. 4332.00 (where the site is located) in relation to other Census Tracts in close proximity (Census Tract Nos. 4327 & 4331.01). Staff found that the adjacent census tract to the west (Census Tract No. 4331.01) only contains one (1) active ABC license (a Type 20 ABC license for an Arco Gas Station located at 9824 Flair Drive). The Arco Gas Station is located approximately 3,800 linear feet away from the subject location and is separated by the Rio Hondo Wash.

The adjacent census tract to the north (Census Tract No. 4327) contains a total of 16 active ABC licenses that include ten (10) off-sale licenses and six (6) on-sale licenses. The active ABC licenses that are closest to the subject site include a Rite Aid at 3570 Santa Anita Avenue and the El Sombrero Restaurant at 3550 Santa Anita Avenue.

The Rite Aid location is located approximately 2,400 linear feet away from the subject site. Although ABC records show that the Rite Aid has an active Type 21 ABC License (off-sale of beer, wine and distilled spirits), the business closed as of May 31, 2017 and the tenant space has not been occupied since. The El Sombrero Restaurant is located approximately 2,000 linear feet away from the subject site with an active Type 47 ABC License (on-sale of beer, wine & distilled spirits). A majority of the remaining active ABC licenses within Census Tract No. 4327 are located along Main Street and Valley Boulevard which are approximately 2,700 linear feet away, or more.

El Monte Police Department:
The El Monte Police Department records indicate that the location proposed for the off-sale of beer and wine is not within a high crime reporting area. The Police Department did not express concerns with the proposed request for off-sale of beer and wine.

Code Enforcement:
The only Code Enforcement case was a complaint filed in 2014 for tour buses that would utilize the site for pick-up and drop off of patrons. The case was closed within three (3) days. The tour bus company does not have any affiliation with the gas station.

PLANNING COMMISSION PUBLIC HEARING

On June 25, 2019, CUP No. 06-19 was presented to the Planning Commission. However, the item was continued because of information provided by the public. The information pertained to the status of Shining Star Preschool as a "school" because it includes a preschool and after school daycare (with ages ranging from three (3) years to six (6) years old). The continuance gave staff the time needed to complete additional research and analysis regarding the licensed/registered business status of Shining Star Preschool and the original intent of Resolution No. 1762.

According to the Resolution, if a proposed location for an off-sale alcohol establishment is within 1,000 feet of any public or private elementary or high school or any City park and recreation facility, the establishment would need to have a minimum building area of 25,000 square feet and a maximum of five (5) percent of the floor area devoted to alcohol sales. In addition, the applicant would need to secure a "Letter of Non-protest" from a school administrator or the City's Director of Parks, Recreation and Community Services.

In researching the history of the Resolution, in the 1980s there were community concerns regarding the proliferation of liquor stores and mini-marts throughout the City. Originally, staff recommended a minimum building area of 15,000 square feet for off-sale alcohol uses in proximity to schools and parks. However, the Planning Commission and City Council increased the minimum area to 25,000 square feet. While they could have also broadened the definition of schools, parks or recreation areas, they kept the language very specific. Since the Shining Star Preschool is not licensed or registered as a school, and the original intent of the provisions specifically exempted all preschools and daycare centers, staff determined the use is not subject to the Resolution.

Original Staff Recommendation and Commission Decision:
Staff's original recommendation for CUP No. 06-19 was for approval. The use was not subject to Resolution No. 1762 and staff believed a finding of "Public Convenience or Necessity" could be made. The recommended conditions of approval would minimize any impacts that could be generated from the beer and wine sales. This included limiting the hours of alcohol sales, ensuring that alcohol sales would remain ancillary to the use, adding exterior lighting, installing new landscaping and recording a property

maintenance agreement with the City. In addition, on January 22, 2019, the City Council approved a very similar CUP for a Type 20 ABC license for an ARCO Gasoline Station at 4378 Santa Anita Avenue (at the southeast corner of Santa Anita Avenue and McGirk Avenue).

However, on August 13, 2019, the Planning Commission denied CUP No. 06-19. A summary of their main reasons include neighborhood concerns of trash and loitering, the overconcentration of off-site alcohol sales in the immediate area, and the inability to make a finding of "Public Convenience or Necessity".

ENVIRONMENTAL REVIEW

This project is Categorically Exempt under Section 15301 (Existing Facilities) in accordance with the requirements of the California Environmental Quality Act (CEQA) of 1970, as amended. The proposed use would be located within an existing gasoline station convenience market with negligible or no expansion of the existing use.

FISCAL IMPACT/FINANCING

The addition of the off-site beer and wine sales has the potential to generate additional sales tax revenue for the City due to the convenience of offering a full range of services and goods at a location that draws a large amount of consumer traffic.

CONCLUSION

It is recommended that the City Council, by no less than three (3) affirmative votes adopt:

A. A Categorical Exemption under Section 15301 (Class 1 – Existing Facilities) pursuant to the California Environmental Quality Act and Guidelines, as amended; and
B. A Resolution reversing the Planning Commission's decision and approving Conditional Use Permit No. 06-19 subject to the recommended Conditions of Approval contained in the Resolution (Attachment 1) or any other conditions that the City Council may wish to impose; or
C. A Resolution (Attachment 2) upholding the Planning Commission's decision and deny, without prejudice, Conditional Use Permit No. 06-19.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONAVANIK
Community and Economic Development Director

Attachments:

1. Draft City Council Resolution Approving Project
2. Draft City Council Resolution Upholding the Planning Commission Denial
3. Planning Commission Staff Report, August 13, 2019
4. Planning Commission Resolution No. 3547, August 27, 2019

DATE: March 17, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

ATTACHMENT 1
DRAFT CITY COUNCIL RESOLUTION (APPROVING PROJECT & APPEAL)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA APPROVING AN APPEAL REQUEST FILED BY JIM P. OIL INCOPORATED AND REVERSING THE FINDINGS AND DECISION MADE BY THE PLANNING COMMISSION TO DENY, WITHOUT PREJUDICE, CONDITIONAL USE PERMIT NO. 06-19 TO ESTABLISH AN OFF-SALE OF BEER AND WINE LICENSE WITHIN AN EXISTING 1,579 SQUARE FOOT GAS STATION CONVENIENCE MARKET IN THE C-2 (RETAIL COMMERCIAL) ZONE FOR THE PROPERTY LOCATED AT 3266 SANTA ANITA AVENUE, EL MONTE, CALIFORNIA

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

SECTION 1. PROJECT DESCRIPTION. On April 25, 2019, Morris Pouldar (Jim P. Oil Inc.), 3266 Santa Anita Avenue, El Monte, CA 91731, filed an application for Conditional Use Permit No. 06-19 to allow the off-sale of beer and wine within an existing gasoline station convenience market.

SECTION 2. PUBLIC HEARING. The request is made pursuant to Section 17.24.040 of the El Monte Municipal Code (EMMC). The property is located at 3266 Santa Anita Avenue, and described as follows, to-wit:

APN: 8580-018-030

Pursuant to which after due notice as required by law, a full and fair public hearing was held to consider Conditional Use Permit No. 06-19 before the Planning Commission on August 13, 2019 at which time, all interested persons were given full opportunity to be heard and present evidence. The Planning Commission made the motion to deny the project and directed staff to submit a resolution of denial.

SECTION 3. ZONING. The site is located at the south east corner of Santa Anita Avenue and Asher Street. The property is zoned C-2 (Retail Commercial) and is improved with an existing convenience market and fueling canopy. The surrounding zoning and land use of the adjacent properties are as follows:

North:	10-Fwy, SP-01, C-3, & R-3 (Freeway, parking lot & single family residences)
South:	C-2 & R-1B (Retail businesses & single/multi-family residences)
East:	R-1B & R-3 (Single/multi- family residences)
West:	C-2, R-1B & SP-01 (Retail businesses & single family residences)

SECTION 4. GENERAL PLAN. The General Plan land use designation is Neighborhood Commercial. The Floor Area Ratio (FAR) of the existing building is approximately 0.05, which is below the permitted FAR or 0.5 for this land use designation. The General Commercial designation recommends uses that provide convenient, smaller-scale retail businesses in close proximity to neighborhoods. Permitted uses include small commercial businesses (grocers, Laundromats, daycare centers, drug stores, etc.) that meet the needs of residents and do not generate substantial volumes of traffic. Therefore, the proposed development is consistent with the goals and policies of the 2011 El Monte General Plan.

SECTION 5. ENVIRONMENTAL. In accordance with the criteria and authority contained in the California Environmental Quality Act (CEQA) of 1970 and the CEQA Guidelines as amended, staff has conducted the appropriate environmental analysis and based on that assessment, the City has determined the project to be Categorically Exempt by Article 19 Section 15301 (Class 1 – Existing Facilities) in accordance with the requirements of the State CEQA Guidelines. No further environmental assessment is required.

SECTION 6. PLANNING COMMISSION MEETING. The Planning Commission adopted Resolution No. 3547 on August 27, 2019 to deny, without prejudice, Conditional Use Permit No. 06-19.

SECTION 7. APPEAL HEARING. The applicant, Morris Pouldar (Jim P. Oil Inc.), filed an appeal of the Planning Commission's decision on September 4, 2019. A fully noticed public hearing was scheduled before the City Council to consider the appeal on March 17, 2020.

SECTION 8. CITY COUNCIL DECISION. The City Council, based on the findings contained in Section 9, adopted a resolution to approve the appeal and reverse the Planning Commission's decision to deny, without prejudice, Conditional Use Permit No. 06-19.

SECTION 9. CONDITIONAL USE PERMIT FINDINGS. That all necessary findings for the granting of Conditional Use Permit No. 06-19, to allow the off-sale of beer and wine within an existing gas station convenience market, pursuant to Section 17.24.040 (44) of the El Monte Municipal Code can be made in a positive manner and are as follows:

A. The granting of such Conditional Use Permit will not be detrimental to the public health or welfare or be injurious to the property or to improvements in such zone or vicinity.

   Finding of Fact:

   Conditions of approval have been imposed to ensure that the ancillary "off-sale" of beer and wine will not have a negative impact to the residential properties or residential land uses in the area. The gasoline station convenience market hours of

operation are 24 hours a day, seven days a week. Off-premise beer and wine sales will only be available between the hours of 6:00 a.m. to 8:00 p.m. daily. The business' sale of beer and wine is consistent with the commercial use and zone.

B. The use applied for at the location is properly one for which a conditional use permit is authorized.

Finding of Fact:

The site is zoned C-2 (Retail Commercial) and is developed with a convenience store with fueling canopies. Pursuant to section 17.24.040(44) of the El Monte Municipal Code, the proposed ancillary use of off-sale of beer and wine may be permitted upon the granting of a conditional use permit.

C. The site for the proposed use is adequate in size and shape to accommodate said uses; and that all yards, spaces, walls, fences, parking, loading, landscaping and other features required to adjust said use with the land and surrounding uses are provided.

Finding of Fact:

The existing gasoline station and convenience store complies with the EMMC. The proposed ancillary use of off-sale beer and wine can be adequately accommodated and will not create a negative impact to the adjacent land uses. Additionally, the use of video surveillance and lighting throughout the property are provided to adequately monitor all activity on the site.

D. The site abuts streets and highways adequate in width and pavement type to carry the kind of traffic generated by the proposed uses

Finding of Fact:

The property in which the gasoline station and convenience store is located and accessible from Santa Anita Avenue, a major arterial, and Asher Street, a local street. Both of these streets comply with the standard design requirements for their classifications and are able to accommodate the amount of traffic that is generated by adding off-sale beer and wine sales as an ancillary use to the existing gasoline station/convenience market.

E. The granting of such Conditional Use Permit will not adversely affect the purpose, goals, and policies of the El Monte General Plan of 2011.

Finding of Fact:

The General Plan land use designation of the subject property is Neighborhood Commercial. Areas designated for Neighborhood Commercial provide convenient, smaller-scale retail businesses in close proximity to neighborhoods. Permitted uses include small commercial businesses (grocers, Laundromats, daycare centers, drug

stores, etc.) that meet the needs of residents and do not generate substantial volumes of traffic. The existing gasoline station/convenience store with proposed ancillary off-sale of beer and wine is consistent with the General Plan as it would provide patrons with the convenience of purchasing beer or wine at a small commercial business, which is supported by the Neighborhood Commercial land use designation.

F. The alcohol use applied for provides a public convenience or necessity to the surrounding community (e.g. increases in employment, increases in business taxes, whether the project is a unique business addition to the community, whether the project will contribute to the economic goals of the area, and whether the project will result in a positive upgrade of the area).

Finding of Fact:

Staff finds the proposed request for ancillary sales of beer and wine can be supported with a finding of public convenience. The addition of off-sale beer and wine to the existing gas station/convenience store will not have a negative impact on the surrounding area as off-premise alcohol sales are a typical accessory use within a gas station convenience store.

Of the nine (9) active off-sale ABC licenses already existing within the census tract, only one (1) establishment provides off-sale beer and wine at a gasoline station (the Chevron at 11453 Valley Boulevard). Furthermore, the proposed ancillary off-sale of beer and wine at the subject property will provide a high level of convenience for patrons and residents. The current gasoline station operates 24 hours a day, seven (7) days a week with the convenience store open from 6am to 8pm daily. The ancillary sale of beer and wine will run concurrently with the operating hours of the convenience store (6:00 a.m. to 8:00 p.m. daily and a security guard/maintenance person is required to be present at the site from 6:00 a.m. until 8:00 p.m. daily.

SECTION 10. APPROVALS AND CONDITIONS. That the City Council determines that the project is Categorically Exempt under Article 19 Section 15301 (Class 1 - Existing Facilities) in accordance with the California Environmental Quality Act (CEQA) of 1970 and the CEQA Guidelines, as amended, and does hereby approve Conditional Use Permit No. 06-19 subject to the following conditions:

General

1. The approval is for Conditional Use Permit No. 06-19 to allow ancillary off-sale beer and wine (Type 20 ABC License) for off-site consumption in conjunction with an existing gasoline station and 1,579 square foot convenience store.

2. All conditions of approval from the Draft Resolution are hereby incorporated and made a part of this application's approval.

3. The approval of the Conditional Use Permit shall be effective for a period of one (1) year from the date of final approval by the City Council; unless the applicant has obtained building occupancy permits from the City for the proposed project or has timely requested an extension of time within which to procure building permits.

4. The Conditional Use Permit authorizes the off-sale of beer and wine for off premise consumption. The operations of the business shall strictly comply with the definition of "off-sale liquor establishment" 17.04.020 of the EMMC.

5. The applicant shall obtain all required approvals from the State Department of Alcohol Beverage Control (ABC) Board and provide such proof of approvals to the Planning Division prior to commencing the off- sale of beer and wine.

Legal

6. By acceptance of the approval of the project by the City, the applicant shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, and employees to challenge, set aside, void or annul the approval of the project from an action which may be brought within the time period provided for such actions or challenges under applicable law. The City shall promptly notify the applicant of any claim, action, or proceeding and the City shall cooperate in any such defense.

7. The applicant and property owner shall sign and submit an affidavit accepting all conditions of approval contained in the City Council Resolution within fifteen (15) days following the adoption of this City Council Resolution and prior to issuance of the Type 20 License from the Department of Alcoholic Beverage Control.

Operations and Maintenance

8. The off-sale of beer and wine shall only occur between the hours of 6:00 a.m. to 8:00 p.m. daily. All beer and wine shall be inaccessible to the public between the hours of 8:00 p.m. to 6:00 a.m.

9. The storage and display of beer and wine shall occupy no more than five (5) percent (82 square feet) of the convenience store's floor area and remain in the line-of-sight from the cashier/register.

10. All sales of beer shall be restricted to only the manufacturer's original product packaging with a minimum of six (6) or more bottles/cans.

11. All sales of wine shall be restricted to only the manufacture's original product packaging with a minimum bottle size of 750 milligrams or more.

12. No on-site consumption of alcoholic beverages shall be permitted.

13. Signage/advertisements/promotions or any other displays promoting the sales of beer and wine shall only occur within the convenience store building and are prohibited anywhere outside of the building (including building mounted Signage/advertisements/promotions).

14. Signage/advertisements/promotions or any other displays promoting the sales of beer and wine are prohibited from all storefront windows.

15. Window signage that does not promote beer and wine sales are limited to a maximum of 25 percent (25%) of the overall storefront window areas.

16. Prior to the issuance of the Type 20 ABC license, signs shall be posted on the site prohibiting the consumption of alcohol and loitering on the premises of the store, in the parking lot, and sidewalks. The applicant shall submit a proposal to the Planning Division for review and approval prior to installation of such signage.

17. Banners are prohibited onsite at all times with an exception that banners that are in compliance with the El Monte Sign Ordinance may be installed upon approval of a Temporary Sign Permit by the Planning Division. Attachment of non-city approved signs, banners, product signs, or advertisements to any light poles/standards on or offsite is prohibited at all times.

18. The off-sale of beer and wine shall be incidental to the principal business activity, and shall comprise less than 30 percent (30%) of the gross receipts of the business in a calendar year. The business shall keep written records of all sales, and shall provide those records upon request to City officials, so that the City shall have the ability to verify the business' compliance with this condition. If the City determines that the business is not operating as a gas station/convenience store, and/or is not

complying with the requirements of this condition, such a determination shall be cause for revocation of this Conditional Use Permit.

19. The storage of equipment, materials, etc. of items unrelated to the gasoline station/convenience store business shall be removed from the premises. The storage of such items on the property is prohibited.

20. The exterior of the building and the parking lot shall provide adequate lighting at all times. The minimum exterior light intensity shall be in compliance with local ordinances at the time of the approval of the development plans. Lighting fixtures shall be of an energy saving type, and be shielded to direct light away from all sensitive neighboring uses and be equipped with vandal resistant covers.

21. There shall be no loitering in the parking lot and all exterior portions/areas of the tenant space.

22. All public exit and entry doors for the tenant space shall be maintained in a working condition and must be cleared for use during business hours at all times.

23. All activities on the property shall comply with the City of El Monte's Noise Ordinance at all times and no noise shall emanate from the interior of the building to the exterior premises.

24. The applicant shall not sublease any portion of the tenant space.

25. All public bathroom fixtures and equipment for the tenant space shall be maintained in good working order and shall incorporate automatic flow control devices. All urinals shall be of a waterless design. Public bathroom facilities shall be kept free of graffiti and etchings and shall be maintained in a clean condition through routine maintenance and daily janitorial cleaning.

26. Graffiti must be removed from any interior/exterior surfaces to the tenant space within 24 hours following the application of the graffiti or within 24 hours of applicant receiving notice of such graffiti by the City. Graffiti shall be removed by either painting over the evidence of such vandalism with a paint that has been exactly color-matched to the surface to which it is applied. If a non-painted surface, graffiti may be removed with solvents or detergents, as appropriate.

27. Prior to the issuance of the Type 20 ABC license, a clean-up plan shall be submitted for review and approval by the Planning Division. The plan shall identify the location of all exterior waste receptacles and provide details for off-site litter clean up along the public-right-of-way immediately adjacent to the subject property.

28. Subject to review and applicability by the Community and Economic Development Director, Public Works Director, and the City Attorney and to ensure ongoing compliance with the conditions of approval set forth under this resolution and to

ensure that the property and all improvements located thereupon are properly maintained, the applicant (and the owner of the property upon which the authorized use and/or authorized improvements are located if different from the applicant) shall execute a maintenance agreement prior to the issuance of occupancy permits with the City of El Monte which shall be recorded against the property and which shall be in a form reasonably satisfactory to the City Attorney. The maintenance agreement shall contain covenants, conditions and restrictions relating to the following:

a) Compliance with operational conditions applicable during any period(s) of construction or major repair (e.g., proper screening and securing of the construction site; implementation of proper erosion control, dust control and noise mitigation measure; adherence to approved project phasing etc.).
b) Compliance with ongoing operational conditions, requirements and restrictions, as applicable (including but not limited to hours of operation, security requirements, the proper storage and disposal of trash and debris, and/or restrictions on certain uses, including uses determined by the Planning Commission (or the City Council upon appeal) to be incompatible or inconsistent with any authorized uses; compliance with applicable State and/or federal statutes and regulations, including but not limited to compliance with statutes and regulations regarding the appropriate operating guidelines for certain equipment (e.g., emissions standards, radio frequency emissions standards etc.);
c) Ongoing compliance with approved design and construction parameters, signage parameters and restrictions as well as landscape designs, as applicable; and
d) Ongoing maintenance, repair and upkeep of the property and all improvements located thereupon (including but not limited to controls on the proliferation of trash and debris about the property; the proper and timely removal of graffiti; the timely maintenance, repair and upkeep of damaged, vandalized and/or weathered buildings, structures and/or improvements; the timely maintenance, repair and upkeep of exterior paint, parking striping, lighting and irrigation fixtures, walls and fencing, publicly accessible.

Landscape

29. Prior to the issuance of the Type 20 ABC license, the Applicant shall submit a landscape plan for Planning Division review and approval to improve all landscape planters that abut the public-right-of-way along Santa Anita Avenue and Asher Street.

Police Department

30. Installation of High Definition Recording camera surveillance system as reviewed by the Police Department and located on file with the Planning Division is required prior to the issuance of the Type 20 License by the Department of Alcoholic Beverage Control. The Police Department shall have the authority to make changes to the plan as needed to enhance public safety. The camera surveillance system must be set up for a 30 day rotation period. All recordings must be kept onsite for at least 30

calendar days and must be made available to a City Employee upon request. The system shall be maintained and operating at all times.

PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at the regular meeting of this17th day of March, 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 17th day of March, 2020 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Catherine A. Eredia, City Clerk

ATTACHMENT 2
DRAFT CITY COUNCIL RESOLUTION (UPHOLDING PLANNING COMMISSION DECISION)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA DENYING, WITHOUT PREJUDICE, AN APPEAL REQUEST FILED BY JIM P. OIL INCOPORATED AND UPHOLDING THE FINDINGS AND DECISION MADE BY THE PLANNING COMMISSION TO DENY, WITHOUT PREJUDICE, CONDITIONAL USE PERMIT NO. 06-19 TO ESTABLISH THE OFF-SALE OF BEER AND WINE WITHIN AN EXISTING 1,579 SQUARE FOOT GAS STATION CONVENIENCE MARKET IN THE C-2 (RETAIL COMMERCIAL) ZONE FOR THE PROPERTY LOCATED AT 3266 SANTA ANITA AVENUE, EL MONTE, CALIFORNIA

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

SECTION 1. PROJECT DESCRIPTION. On April 25, 2019, Morris Pouldar (Jim P. Oil Inc.), 3266 Santa Anita Avenue, El Monte, CA 91731, filed an application for Conditional Use Permit No. 06-19 to allow the off-sale of beer and wine within an existing gas station convenience market.

SECTION 2. PUBLIC HEARING. The request is made pursuant to Section 17.24.040 of the El Monte Municipal Code (EMMC). The property is located at 3266 Santa Anita Avenue, and described as follows, to-wit:

APN: 8580-018-030

Pursuant to which after due notice as required by law, a full and fair public hearing was held to consider Conditional Use Permit No. 06-19 before the Planning Commission on August 13, 2019 at which time, all interested persons were given full opportunity to be heard and present evidence. The Planning Commission made the motion to deny the project and directed staff to submit a resolution of denial.

SECTION 3. ZONING. The site is located at the south east corner of Santa Anita Avenue and Asher Street. The property is zoned C-2 (Retail Commercial) and is improved with an existing convenience market and fueling canopy. The surrounding zoning and land use of the adjacent properties are as follows:

North:	10-Fwy, SP-01, C-3, & R-3 (Freeway, parking lot & single family residences)
South:	C-2 & R-1B (Retail businesses & single/multi-family residences)
East:	R-1B & R-3 (Single/multi- family residences)
West:	C-2, R-1B & SP-01 (Retail businesses & single family residences)

SECTION 4. GENERAL PLAN. The General Plan land use designation is Neighborhood Commercial. The Floor Area Ratio (FAR) of the existing building is approximately 0.05, which is below the permitted FAR or 0.5 for this land use designation. The General Commercial designation recommends uses that provide convenient, smaller-scale retail businesses in close proximity to neighborhoods. Permitted uses include small commercial businesses (grocers, Laundromats, daycare centers, drug stores, etc.) that meet the needs of residents and do not generate substantial volumes of traffic. Therefore, the proposed development is consistent with the goals and policies of the 2011 El Monte General Plan.

SECTION 5. ENVIRONMENTAL. In accordance with the criteria and authority contained in the California Environmental Quality Act (CEQA) of 1970 and the CEQA Guidelines as amended, staff has conducted the appropriate environmental analysis and based on that assessment, the City has determined the project to be Categorically Exempt by Article 19 Section 15301 (Class 1 – Existing Facilities) in accordance with the requirements of the State CEQA Guidelines. No further environmental assessment is required.

SECTION 6. PLANNING COMMISSION MEETING. The Planning Commission adopted Resolution No. 3547 on August 27, 2019 to deny, without prejudice, Conditional Use Permit No. 06-19.

SECTION 7. APPEAL HEARING. The applicant, Morris Pouldar (Jim P. Oil Inc.), 3266 Santa Anita Avenue, El Monte, CA 91731, filed an appeal of the Planning Commission decision on September 4, 2019. A fully noticed public hearing was scheduled before the City Council to consider the appeal on March 17, 2020.

SECTION 8. CITY COUNCIL DECISION. The City Council, based on the findings contained in Section 9, adopted a resolution to uphold the Planning Commission decision to deny, without prejudice, Conditional Use Permit No. 16-18.

SECTION 9. CONDITIONAL USE PERMIT FINDINGS. To approve a Conditional Use Permit, pursuant to Section 17.24.040(44) of the El Monte Municipal Code, all necessary findings must be made in a positive manner. The City Council finds that the following necessary findings for the granting of Conditional Use Permit No. 06-19, to allow the off-sale of beer and wine within an existing gas station convenience market, cannot be made in a positive manner and are as follows:

A. The granting of such Conditional Use Permit will not be detrimental to the public health or welfare or be injurious to the property or to improvements in such zone or vicinity.

   Finding of Fact:

   The Department of Alcohol Beverage Control (ABC) recommends a maximum of three (3) off-sale licenses for the census tract in which the project site is located. The current number of licenses is nine (9). The City Council finds that by adding

another off-sale license will create an undue concentration that will be detrimental to the health and welfare of the vicinity and City.

B. The alcohol use applied for provides a public convenience or necessity to the surrounding community (e.g. increases in employment, increases in business taxes, whether the project is a unique business addition to the community, whether the project will contribute to the economic goals of the area, and whether the project will result in a positive upgrade of the area).

Finding of Fact:

The City Council finds that the proposed project does not provide an added public convenience or necessity to the surrounding community. The recommended maximum number of off-sale licenses currently serves the census tract and the addition of another will create an undue concentration within the tract. In addition, the nearest off-sale location is 7-Eleven which is located across the street from the subject property.

PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at the regular meeting of this 17TH day of March, 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 17th day of March, 2020 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Catherine A. Eredia, City Clerk

ATTACHMENT 3
PLANNING COMMISSION STAFF REPORT (AUGUST 13, 2019)

STAFF REPORT **AUGUST 13, 2019**

TO:	CITY PLANNING COMMISSION
FROM:	BETTY DONAVANIK COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
BY:	TONY BU ASSOCIATE PLANNER
SUBJECT:	CONDITIONAL USE PERMIT NO. 06-19
LOCATION:	3266 SANTA ANITA AVENUE APN: 8580-018-030
APPLICANT:	MORRIS POULDAR JIM P. OIL INC. 3266 SANTA ANITA AVENUE EL MONTE, CA 91733
PROPERTY OWNER:	ROYA INVESTMENT HOLDING LLC. 3266 SANTA ANITA AVENUE EL MONTE, CA 91733
ENVIRONMENTAL DETERMINATION:	ARTICLE 19. CATEGORICAL EXEMPTIONS – SECTION 15301 (CLASS 1 - EXISTING FACILITIES) IN ACCORDANCE WITH THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT OF 1970 AND THE CEQA GUIDELINES, AS AMENDED
RECOMMENDATION:	ADOPT A CATEGORICAL EXEMPTION UNDER SECTION 15301 (CLASS 1 - EXISTING FACILITIES) AND APPROVE CONDITIONAL USE PERMIT NO. 06-19, SUBJECT TO CONDITIONS

REQUEST:

The Applicant requests the approval of Conditional Use Permit No. 06-19 to allow the ancillary off-sale of beer and wine (Type 20 ABC license) at an existing gasoline station/convenience store located in the C-2 (Retail Commercial) zone. This request is made pursuant to the requirements of Section 17.24.040(44) of the El Monte Municipal Code (EMMC).

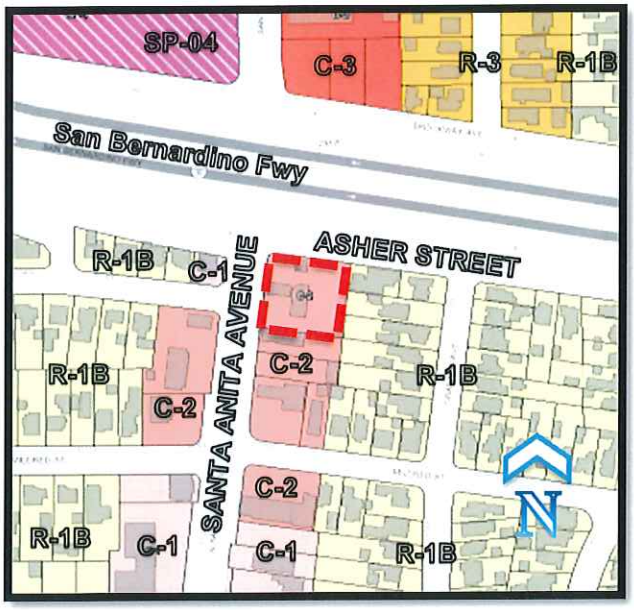
SUBJECT PROPERTY:

Location:	South-east corner of Santa Anita Avenue & Asher Street
General Plan:	Neighborhood Commercial
Zone:	C-2 (Retail Commercial)
Street Frontage:	155 feet (Santa Anita Avenue) & 175 feet (Asher Street)
Property Size:	27,249 SF
Existing Improvements:	A gas/service station consisting of a 1,579 SF convenience store with 12 gasoline dispensers.

SURROUNDING PROPERTIES:

	Zoning:	**General Plan:**	**Land Use:**
North:	10 Fwy, SP-01, C-3 & R-3	10 Freeway, Gateway Specific Plan & Downtown Core	10 Freeway
South:	C-2 & R-1B	Retail Commercial & Low Density Residential	Retail/commercial businesses & single/multi-family residences
East:	R-1B & R-3	Low Density Residential & Medium Density/Multi-Family	Single & multi-family residences
West:	C-2, R-1B & SP-01	Retail Commercial & Low Density Residential	Retail/commercial businesses & single family residences

ZONING AND AERIAL PHOTO:



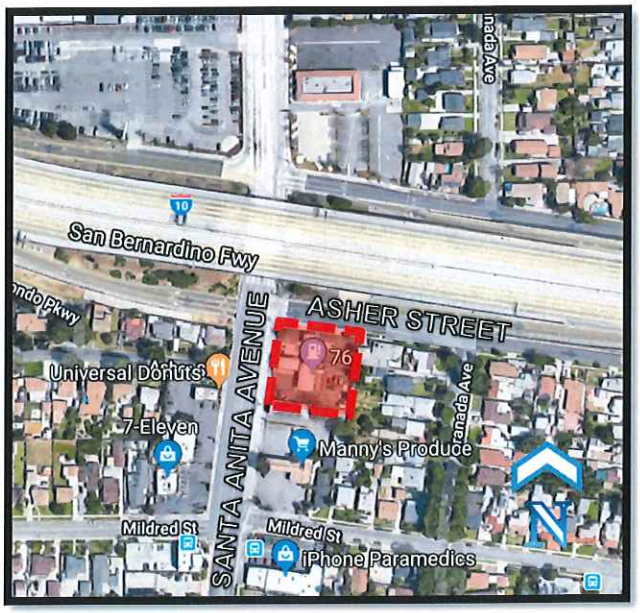


Exhibit 1: Site Plan & Floor Plan

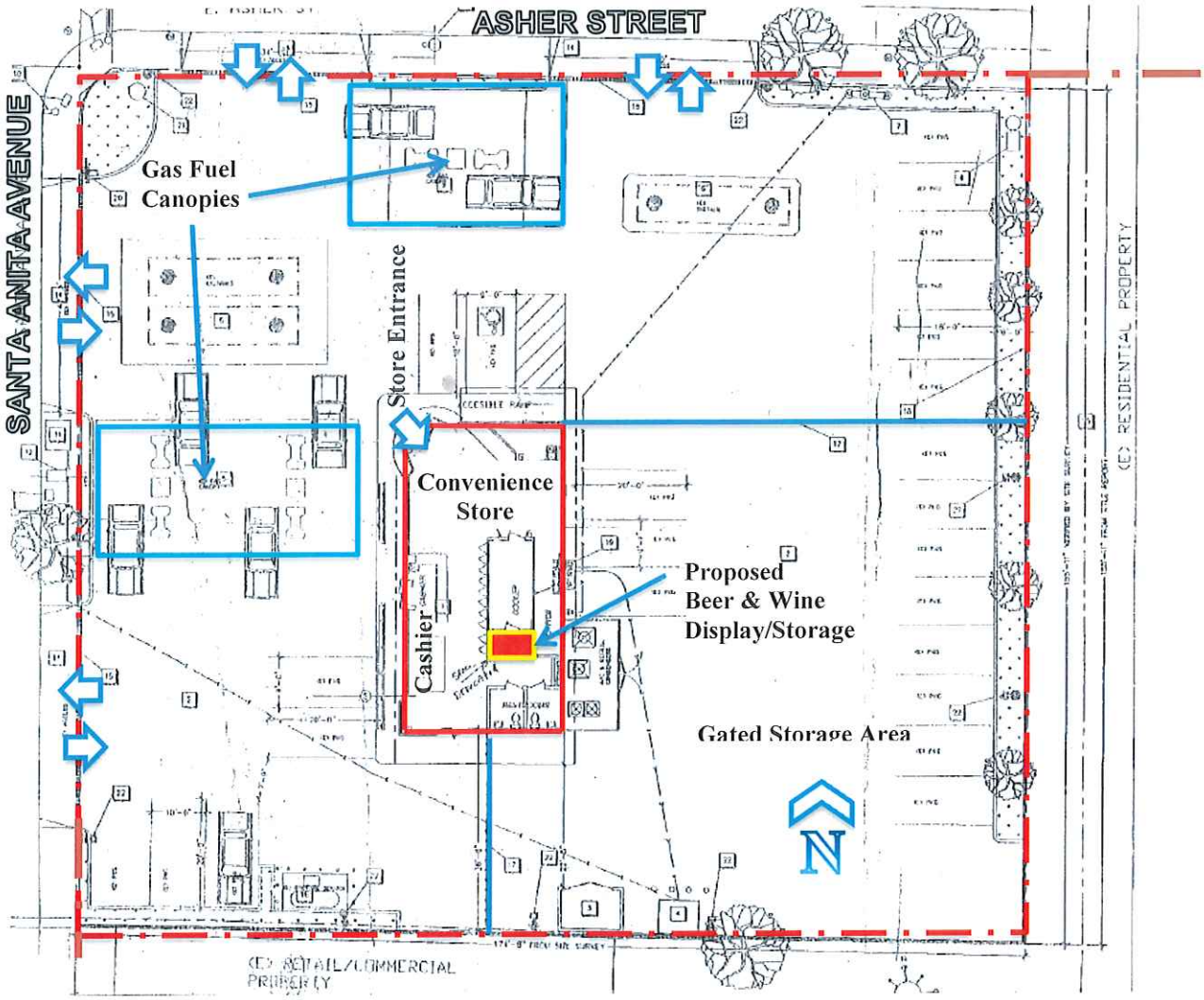
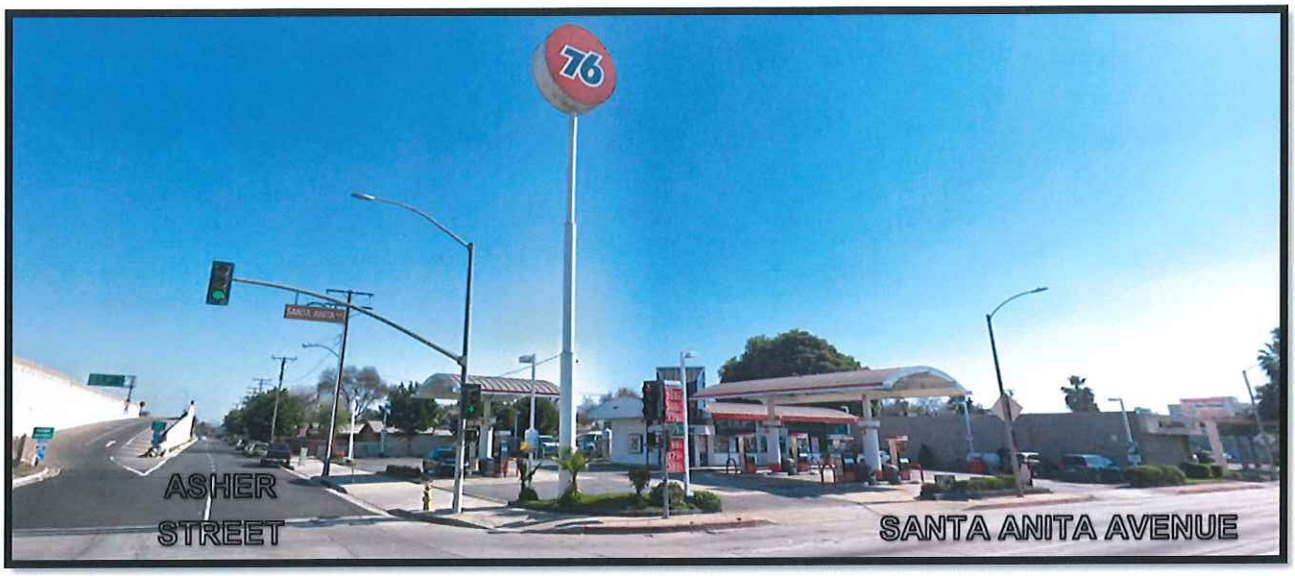


Exhibit 2: Elevation



BACKGROUND:

Per County Assessor's Records, in 1968, the subject property was improved with a self-service gasoline station consisting of a 1,579 square foot convenience store (including an office, utility room, coolers, restrooms, etc.), two (2) fueling canopies with a total of 12 fuel pumps, and a gated storage area. The property owner/applicant is now requesting the approval of the ancillary off-sale of beer and wine (Type 20 ABC License) at the existing gasoline station's convenience store. No construction or any physical improvements (other than interior/tenant improvement work) are proposed as part of the request.

Planning Commission Meetings (July 23, 2019 & June 25, 2019)
On July 23, 2019, Conditional Use Permit No. 06-19 was continued to a date uncertain due to the lack of a Planning Commission quorum as two (2) of the Planning Commissioners were not present. The proposed project was previously continued from the June 25, 2019 Planning Commission meeting due to information that was provided to the Planning Commissioners at the start of the meeting (Attachment B). The information provided pertained to Shining Star Preschool located at 3215 Santa Anita Avenue and the establishment's status as a "school" because the facility includes children through entry into first grade. El Monte Education Center is also located on the property; however, it does not operate as a school but is an administrative office. The Planning Commission meeting was continued in order for Staff to conduct further research and analysis in regards to the licensed/registered business status of Shining Star Preschool and the original intent of the provisions of Resolution No. 1762 (Attachment C) which governs the establishment of the off-sale of alcohol, particularly with the distance from and classification of a "school."

According to Resolution No. 1762, public/private schools located within 1,000 feet of the off-sale alcohol establishment would require the Applicant to secure a "Letter of Non-

protest" from an administrative official from the school and the tenant space would be subject to minimum floor area requirements and limitations on the display and storage of alcohol.

California Department of Social Services & California Department of Education
The State of California Department of Social Services is the agency responsible for issuing licenses for preschools and daycare centers. The California Department of Education is the agency responsible for issuing licenses for public and private schools. Per the State of California Department of Social Services, Shining Star Preschool is licensed as a "daycare center with no license from the California Department of Education." Therefore, based on the information obtained by the aforementioned State agencies, although Shining Star Preschool includes children through entry into first grade, it is not classified as a school as it is registered as a "daycare facility center" with children from ages 18 months to 5 years old, and therefore is not subject to the provisions of Resolution No. 1762.

Current Requirements for Off-Sales of Alcohol
Currently, the EMMC only requires off-sale liquor applicants that are within 1,000 feet from schools classified as an "elementary" or "high" school to secure a "letter of non-protest" from the school's official. In addition, the business would also be subject to specific floor area requirements and limitations on the display and storage of alcohol within the floor space.

At the June 25, 2019 Planning Commission meeting, the Commission directed Staff to look into the original intent of Resolution No. 1762 to determine if, at the time, the Planning Commission intended to include preschools/daycares to the classification of a "private/public school."

Previous & Current Ordinances/Resolutions
On November 23, 1982, the City Council adopted Ordinance No. 2027 and Planning Commission Resolution No. 1617 (Attachment D) to require all off-sale alcohol establishments (within the C-1 or less restrictive zones) to obtain a Conditional Use Permit. The provisions restricted such businesses from locating 750 feet away from any public or private elementary (at the time, included K through 8th grade) or high school. Furthermore, in a Planning Commission Staff Report dated August 12, 1982, preschools/daycares were specifically excluded from the classification of a public/private school (Attachment E).

On May 14, 1985, Ordinance No. 2115 and Planning Commission Resolution No. 1762 were adopted by City Council (amending Ordinance No. 2027 and Resolution No. 1617) to extend the 750 foot distance requirement from schools to 1,000 feet and to allow off-sale liquor licensing requests (within the new 1,000 foot boundary) to apply for a Conditional Use Permit, so as long as the business receives a "letter of non-protest" from the respective school. In addition, Resolution No. 1762 also established floor area requirements for such businesses that are within the new 1,000 foot boundary. (See Attachment C for a copy of Ordinance No. 2115 and Planning Commission Resolution No. 1762).

Therefore, because Shining Star Preschool is not licensed/registered as a school and the original intent of the provisions specifically exempted all preschools and daycares, Staff has determined that the current request for a Type 20 ABC license is indeed excluded from the requirement of obtaining a letter of non-protest from Shining Star Preschool as well as the provisions regarding floor area.

Previous Request for Type 20 ABC License
On May 20, 2014, a request for Type 20 ABC license was denied by the Planning Commission (Conditional Use Permit No. 01-14) due to concerns regarding potential adverse neighborhood impacts as well as the site's close proximity to Shining Star Preschool/El Monte Education Center. (See Attachment F for the May 20, 2014 Planning Commission Staff Report)

In Staff's denial recommendation of Conditional User Permit No. 01-14, it was determined that the proposed use was not complementary and compatible because it was located within 1,000 feet of a private pre-k through kindergarten school (Shining Star Preschool) and El Monte Education Center. As such, findings to deny the conditional use permit request were recommended by Staff at the time. Staff's current examination of Shining Star Preschool's registered status with the State of California Department of Social Services, has been determined that the current conditional use permit request is not subject to the off-sale liquor establishment distance requirements per Resolution No. 1762 as Shining Star Preschool and El Monte Education are not licensed as schools.

Current Business Operations
The current property owner/applicant has been operating the existing gas station/convenience store since 2013. The business is a self-serving gasoline station that operates 24-hours a day with convenience store hours from 6am until 8pm daily. There are a total of eight (8) employees that provide cashier, inventory, security and maintenance, and other gasoline station/convenience store services at the site. A security guard/maintenance person is at the site daily from 8:00 a.m. until 4:00 p.m.

The proposed ancillary sale of beer and wine would be confined within the 1,579 square foot convenience store which would be located directly in front of store's cashier/register and occupy no more than 5% or 82 square feet of the store's floor area. Staff has conditioned that the ancillary sale of beer and wine run concurrent with the operation hours of the convenience store and the ancillary sales of beer and wine would not occur between the hours of 8:00 p.m. to 6:00 a.m. In addition, Staff has conditioned that the sale of beer is restricted to only the manufacturer's original product packaging with a minimum of six (6) or more bottles/cans. In addition, the sale of wine is restricted to only the manufacturer's original product packaging with a minimum bottle size of 750 milligrams or more.

Site Circulation & Parking
The property is located at the south-east intersection of Santa Anita Avenue and Asher Street (immediately adjacent to the 10 freeway on-ramp located to the North). Vehicular ingress/egress to the site is provided from dual driveways along Santa Anita Avenue as well as along Asher Street. There are two (2) gasoline fuel pump canopies that abut the public-right-of-way at the north-west corner of the site and the 1,579 square foot

convenience store is located relatively at the center of the property with a gated storage area to the south-east portion of the site.

Currently, the site provides a total of 16 off-street customer parking spaces. Because the conditional use permit request is only for the ancillary off-sale of beer and wine and the applicant is not proposing to construct any additional building square footage, additional parking requirements are not applicable.

Proposed Floor Plan
The existing convenience store is located relatively at the center of the site with the building entrance at the north-east corner of the building. The applicant proposes to place the display/storage of beer and wine within the existing 1,579 square foot convenience store directly in front of the cashier/register. Staff has conditioned that the display/storage area occupy no more than 5% (82 square feet) of the convenience store floor area. In addition, a condition of approval was also included by staff to prohibit any signage/advertisements/promotions of beer and/or wine products outside of the confines of the convenience store building, including storefront windows that are visible from the exterior of the building.

PROJECT ANALYSIS:

2011 General Plan Consistency
The 2011 El Monte General Plan Land Use Element designates the subject site as "Neighborhood Commercial." Areas designated for Neighborhood Commercial provide convenient, smaller-scale retail businesses in close proximity to neighborhoods. Permitted uses include small commercial businesses (grocers, Laundromats, daycare centers, drug stores, etc.) that meet the needs of residents and do not generate substantial volumes of traffic.

Furthermore, the existing gasoline station/convenience store with proposed ancillary off-sale of beer and wine is consistent the General Plan as it would provide patrons with the convenience of purchasing beer or wine at a small commercial business, which is supported by the Neighborhood Commercial land use designation.

Furthermore, when evaluating the proposal to allow the ancillary off-sale beer and wine at the existing gasoline station/convenience market, staff considered the following:

1. Conformance with the EMMC, Planning Commission Resolution No. 1762; and
2. Information obtained from California Department of Alcohol Beverage Control (ABC).

Conformance with Planning Commission Resolution No. 1762
On May 14, 1985, the El Monte City Council amended Section 9224.4.26 of EMMC and adopted Resolution No. 1762 which set the following guidelines for reviewing requests for off-sale liquor establishments:

A. For all new off-sale liquor establishments, the applicant shall secure a letter of non-protest from the appropriate school principal or City Director of Recreation and Parks, if the perimeter of the lot or parcel of land upon which any portion of such business is conducted is located within 1,000 feet from all property used for any public or private elementary or high school or any City park and recreation facility.

B. A Conditional Use Permit will not be issued for a new off-sale liquor establishment located within 1,000 feet from all property used for any public or private elementary or high school or any City park and recreation facility unless the business occupancy complies with the following: (1) business occupancy has a minimum floor area of 25,000 square feet and (2) business occupancy has no more than 5% of its gross floor area devoted to alcoholic beverage.

Staff has determined that the subject gasoline station/convenience store is not located within 1,000 feet of any public or private elementary or high school or any City park and recreation facility. Shining Star Preschool is not considered to be a public or private elementary or high school (as stipulated in Resolution No. 1762), the subject property is exempt from the requirements of Resolution No. 1762. Therefore, the gasoline station/convenience store meets all the requirements of the EMMC for the granting of ancillary off-sales of beer and wine.

California Department of Alcohol Beverage Control (ABC)

As a part of an Alcoholic Beverage Control (ABC) License request evaluation process, City Staff contacted ABC for statistical information relating to the number of existing active off-sale licenses in Census Tract No. 4332.00 in which the site is located. According to ABC, Census Tract No. 4332.00 is not reported as a high crime area; however, the census tract has an undue concentration of off-sale licenses as the maximum total number allowed for off-sale licenses is four (4) while there are an existing nine (9) off-sale ABC licenses currently active within the census tract (see Attachment G). Table 1 below provides data obtained from the ABC on-line inquiry system which lists the active off-sale licenses within Census Tract No. 4332.00.

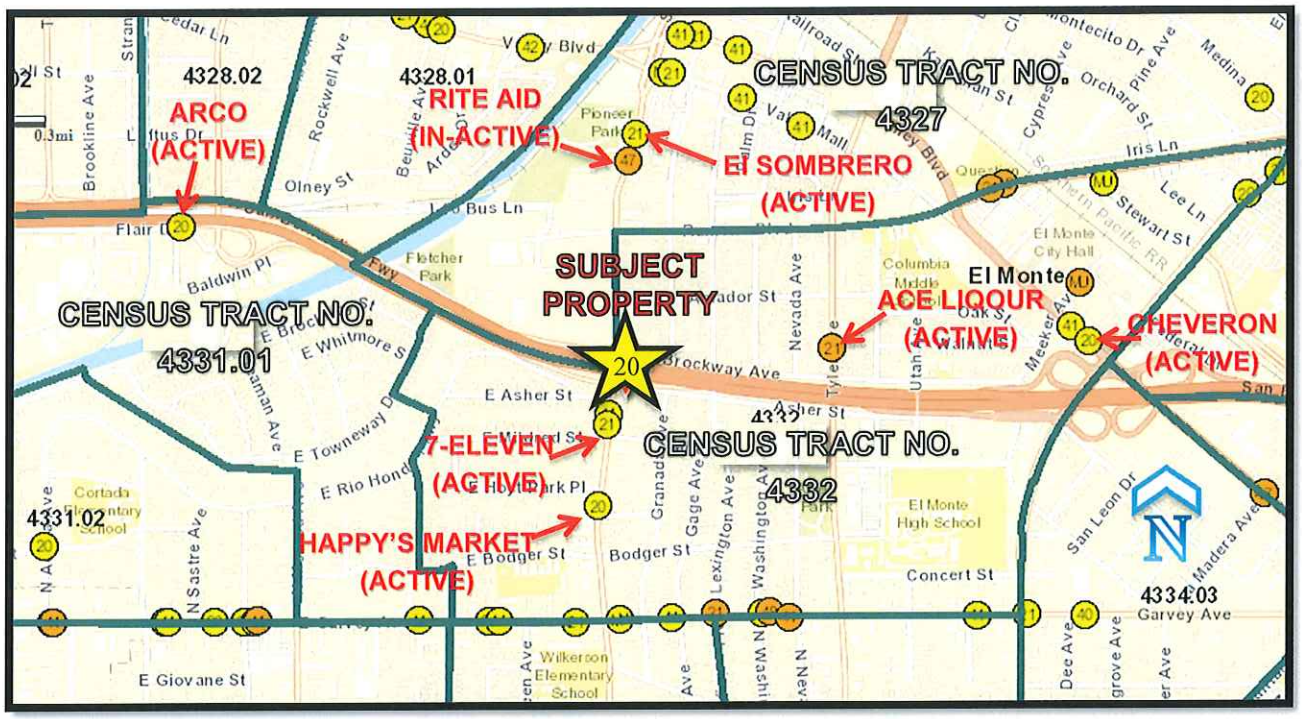
Table 1: List of Active Off-Sale Licenses in Tract 4332.00

	Type	Address	Business Name
1	20	10905-09 Garvey Avenue	21 Grocery
2	20	11114 Ramona Boulevard	99 Cents Only Stores
3	20	11453 Valley Boulevard	Chevron Station Inc.
4	21	10801 Garvey Avenue	Star Liquor
5	21	11110 Ramona Boulevard	Smart & Final
6	20	3643 Santa Anita Avenue	Walgreens
7	21	3243 Santa Anita Avenue	7 Eleven Store
8	21	3333 Tyler Avenue	Ace Liquor
9	20	3155 Santa Anita Avenue	Happy's Market

Spatial Analysis of Nearby Active ABC Licenses

Per the June 25, 2019 Planning Commission meeting, the Planning Commission directed staff to conduct a spatial analysis of the active ABC licenses that are within close proximity to the subject site.

Exhibit 3: Map of Active ABC Licenses



Staff analyzed Census Tract No. 4332.00 (subject property) in relation to the census tracts (Census Tract Nos. 4327 & 4331.01) that are within close proximity to the subject location. Staff found that the adjacent census tract to the west (Census Tract No. 4331.01) only contains one (1) active ABC license, which is a Type 20 ABC license located at 9824 Flair Drive (Arco Gas Station). The Arco Gas Station is located approximately 3,800 linear feet away from the subject location and is separated by the Rio Hondo Wash.

The adjacent census tract to the north (Census Tract No. 4327) contains a total of 16 active ABC licenses that include 10 off-sale licenses and six (6) on-sale licenses. The active ABC licenses that are closest to the subject site are located at 3570 Santa Anita Avenue (Rite Aid) and 3550 Santa Anita Avenue (El Sombrero Restaurant). The Rite Aid location is located approximately 2,400 linear feet away from the subject site. Although ABC records show that the Rite Aid has an active Type 21 ABC License (off-sale of beer, wine and distilled spirits), the business closed as of May 31, 2017 and the tenant space has not been in operation since. El Sombrero Restaurant is located approximately 2,000 linear feet away from the subject site with an active Type 47 ABC License (on-sale of beer, wine & distilled spirits). A majority of the remaining active ABC licenses within Census Tract No. 4327 are located along Valley Mall (to be renamed Main Street) and Valley Boulevard which are approximately 2,700 linear feet away, or more.

Staff finds that the request for a Type 20 ABC license at the subject location will not have a negative impact on the adjacent census tracts as the existing businesses with active ABC licenses are over 2,000 linear feet away from the subject location and do not offer the same sales of alcohol (gas station convenience store), with the exception of the Arco Gas Station located at 9824 Flair Drive. However, the Arco Gas Station is approximately 3,800 linear feet away from the subject property and is separated by the Rio Hondo Wash.

El Monte Police Department
The El Monte Police Department records indicate that the location proposed for the off-sale of beer and wine is not within a high crime rate reporting area; however, there have been calls for service on issues related to transient activity and loitering. Furthermore, the Police Department stated that if an off-sale ABC license were to be approved at the site, signage would need to be installed (to the satisfaction of the Police Department) to prohibit loitering and soliciting of money.

STAFF ANALYSIS

Public Convenience and Necessity
According to ABC, the tract has already reached the maximum recommended number of licenses allotted to Census Tract No. 4332.00. Therefore, this request would result in an over concentration of such licenses, and a finding of Public Convenience or Necessity must be made by the governing body in order to obtain the alcohol license from ABC.

Staff finds the proposed request for ancillary sales of beer and wine can be supported with a finding of public convenience. The addition of off-sale beer and wine sales to the gas station/convenience store will not have a negative impact on the surrounding area as off-premise alcohol sales are a typical accessory use within a gas station convenience store.

Of the nine (9) active off-sale ABC licenses already existing within the census tract, only one (1) establishment provides off-sale beer and wine at a gasoline station (the Chevron at 11453 Valley Boulevard near City Hall). Furthermore, the proposed ancillary off-sale of beer and wine at the subject property will provide a high level of convenience for patrons and residents. The current gasoline station operates 24 hours a day, seven (7) days a week with the convenience store open from 6:00 a.m. to 8:00 p.m. daily. The ancillary sale of beer and wine will run concurrently with the operating hours of the convenience store (6:00 a.m. to 8:00 p.m. daily) and a security guard/maintenance person will be present at the site from 8:00 a.m. until 4:00 p.m. daily.

Security & Maintenance
The current gasoline station operates 24 hours a day, seven (7) days a week with the convenience store open from 6:00 a.m. to 8:00 p.m. daily. A security system with HD surveillance cameras currently monitors the site with cameras that surveils outdoor and indoor business operations. A security guard/maintenance person will be present at the site from 8:00 a.m. until 4:00 p.m. daily.

Furthermore, to enhance the property's security and surveillance, Staff has conditioned that before an ABC license is obtained by the applicant, Police Department review/inspection of the existing security/surveillance system would be required. The Police Department would then have the authority to make any necessary changes to the existing security/surveillance system as needed to ensure public safety.

In addition, the property would be required to execute/record a maintenance agreement with the City to address and prevent maintenance issues (e.g. graffiti, trash and debris, upkeep/repairs, etc.) at the site. A clean-up plan would also be required that identifies the location of exterior waste receptacles while providing details for off-site litter clean-up for the public-right-of-way that is immediately adjacent to the site.

CITY REVIEW PROCESS:

Staff and other City Departments and Divisions have reviewed the project through the City's internal review process. This review process enables the various City Departments and Divisions (i.e. Planning, Building, Public Works/Engineering, Police and Fire) to review development proposals for conformity with the provisions established in the City's Municipal Code. Additionally, the review process ensures that each development proposal is designed to be compatible with any existing structures onsite and/or the neighboring properties. In turn, the quality and economic health of local residential, commercial and industrial districts are maintained. The concerns and/or conditions of all reviewing parties are included in the recommended conditions of approval. Public notices were mailed to all property owners within a 300-foot radius of the subject property.

ENVIRONMENTAL REVIEW:

In accordance with the requirements of the California Environmental Quality Act (CEQA) of 1970, as amended, this project is Categorically Exempt under Section 15301 (Class 1 – Existing Facilities) of the CEQA Guidelines, as amended.

RECOMMENDED FINDINGS AND CONDITIONS OF APPROVAL:

In order to approve the project, the Planning Commission is required to make certain findings. Section 6 of the draft resolution contains the recommended findings and Section 7 contains conditions of approval for the Planning Commission's consideration.

RECOMMENDATION:

Staff recommends that the Planning Commission evaluate the proposal and consider the following Actions:

1. Adopt a Categorical Exemption under Section 15301 (Class 1 – Existing Facilities) pursuant to the California Environmental Quality Act and Guidelines, as amended; and

2. Approve Conditional Use Permit No. 06-19 subject to the recommended Conditions of Approval contained in Section 7 of the attached Resolution.

ATTACHMENTS:

A. Resolution No. 3547
B. Shining Star Preschool (CA Department of Social Services License)
C. Ordinance No. 2115 & Planning Commission Resolution No. 1762
D. Ordinance No. 2027 & Planning Commission Resolution No. 1617
E. August 12, 1982 Planning Commission Staff Report
F. May 20, 2014 Planning Commission Staff Report
G. ABC's Undue Concentration Rate Determination
H. Project Plans
I. Public Hearing Notice
J. Radius Map
K. Photo of Public Notice Posting

ATTACHMENT 4
PLANNING COMMISSION RESOLUTION NO. 3547

RESOLUTION NO. 3547

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DENYING WITHOUT PREJUDICE, CONDITIONAL USE PERMIT NO. 06-19 TO ALLOW THE ANCILLARY OFF-SALE OF BEER AND WINE (TYPE 20 ABC LICENSE) AT AN EXISTING GAS STATION WITH A 1,579 SQUARE FOOT CONVENIENCE STORE FOR THE PROPERTY LOCATED AT 3266 SANTA ANITA AVENUE, EL MONTE, CALIFORNIA.

The Planning Commission of the City of El Monte, County of Los Angeles, State of California, does hereby find, determine and resolve as follows:

SECTION 1 – PROJECT DESCRIPTION. On April 25, 2019, Morris Pouldar (Jim P. Oil Inc.), 3266 Santa Anita Avenue, El Monte CA 91733, filed an application for Conditional Use Permit No. 06-19 to include the ancillary off-sale of beer and wine (Type 20 ABC license) to an existing 1,579 square foot convenience store at a gasoline station.

SECTION 2 – PUBLIC HEARING. This request is made pursuant to the requirements of Section 17.24.040 of the El Monte Municipal Code (EMMC). The property is located at 3266 Santa Anita Avenue, at the south-east intersection of Santa Anita Avenue and Asher Street, and described as follows, to-wit:

APN: 8580-018-030

Pursuant to which after due notice as required by law, a full and fair public hearing was held to consider Conditional Use Permit No. 06-19 before this Planning Commission on August 13, 2019 at which time, all interested persons were given full opportunity to be heard and present evidence. The Planning Commission denied Conditional Use Permit No. 06-19 (3-2) and directed staff to formulate findings in accordance with the motion for

denial. The denial findings are listed below in Section 3 (Conditional Use Permit Findings).

SECTION 3 - CONDITIONAL USE PERMIT FINDINGS. For a Conditional Use Permit to be approved, all necessary findings for the granting of Conditional Use Permit No. 06-19, to allow ancillary off-sale of beer and wine service in conjunction with an existing gasoline station/convenience store, pursuant to Section 17.24.050 of the EMMC must be made in a positive manner. The Planning Commission and Staff finds that the following findings cannot be made in a positive manner.

A. The granting of such Conditional Use Permit will not be detrimental to the public health or welfare or be injurious to the property or to improvements in such zone or vicinity.

Finding of Fact:

The Department of Alcohol Beverage Control (ABC) recommends a maximum of three (3) off-sale licenses for the census tract in which the project site is located. The current number of licenses is nine (9). The Planning Commission finds that by adding another off-sale license will create an undue concentration that will be detrimental to the health and welfare of the vicinity and City.

B. The alcohol use applied for provides a public convenience or necessity to the surrounding community (e.g.- increases in employment, increases in business taxes, whether the project is a unique business addition to the community, whether the project will contribute to the economic goals of the area, and whether the project will result in a positive upgrade of the area).

Finding of Fact:

The Planning Commission finds that the proposed project does not provide an added public convenience or necessity to the surrounding community. The recommended maximum number of off-sale licenses currently serves the census tract and the addition of another will create an undue concentration within the tract. In addition, the nearest off-sale location is 7-Eleven which is located across the street from the subject property.

SECTION 4 – DENIAL DETERMINATION. Based on the findings contained in Section 3 of this Resolution, the Planning Commission does hereby deny without prejudice, Conditional Use Permit No. 06-19.

SECTION 5 – PLANNING COMMISSION DENAIL. The Secretary of the Planning Commission of the City of El Monte, California, shall certify to the adoption of this resolution and shall cause a copy of the same to be forwarded to the applicant.

_____
Cesar Peralta, Chairperson

ATTEST:

_____
Marcella Magdaleno, Secretary
El Monte City Planning Commission

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

I, Marcella Magdaleno, Secretary of the Planning Commission of the City of El Monte, do hereby certify that the above and foregoing is a full, true, and correct copy of Resolution No. 3547 adopted by the Planning Commission of the City of El Monte, at a regular meeting by said Commission held on August 27, 2019, by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Marcella Magdaleno, Secretary
El Monte City Planning Commission

CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF MARCH 17, 2020

March 4, 2020

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

Dear Honorable Mayor and City Council:

CITY COUNCIL STUDY SESSION TO RECEIVE PUBLIC COMMENTS AND PROVIDE INPUT AND DIRECTION ON THE 2020-2025 CONSOLIDATED PLAN GOALS AND PRIORITIES

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. Provide input and direction on the 2020-2025 Consolidated Plan goals and priorities.

BACKGROUND

The City of El Monte ("City"), as an entitlement city, receives Community Development Block Grant ("CDBG"), HOME Investment Partnerships ("HOME"), and Emergency Solutions Grant ("ESG") Program funds on an annual basis from the U.S. Department of Housing and Urban Development (HUD) to carry out a wide range of community development activities which benefit low-income residents. Every five (5) years, the City must submit a Consolidated Plan to HUD to receive its annual entitlement.

DISCUSSION

The Consolidated Plan is a HUD-required document that must be completed every five (5) years to receive CDBG, HOME, and ESG funds. The consolidated planning process serves as the framework for community-wide dialogue to identify housing and community development priorities that align with and focus funding from the CDBG, HOE, and ESG programs.

CDBG and HOME funds may be used for the following program activities: Community/Public Facilities, Community Services, Infrastructure Improvements, Special Needs Services, Neighborhood Services, Business Assistance, Employment/Job Services, Homeless Services, Affordable Housing Services, and Affordable Housing Facilities.

ESG funds may be used for four (4) primary activities: Street Outreach, Rapid Re-Housing Assistance, Emergency Shelter, and Homelessness Prevention.

Staff initiated the 2020-2025 Consolidated Plan process in February 2020. On March 12, 2020, staff hosted the first of two (2) Community Outreach Meetings, facilitated a Focus Group discussion with Social Service Organizations serving the City of El Monte, and released a Community Needs and Fair Housing Survey asking citizens to identify the highest priorities for the 2020-2025 Consolidated Plan. The second Community Meeting will take place on March 25, 2020, at 5:30 p.m. at City Hall West.

The table below represents the City's entitlement over the past five (5) years.

	FY 19/20	**FY 18/19**	**FY 17/18**	**FY 16/17**	**FY 15/16**
CDBG	$1,717,255	$1,729,563	$1,596,920	$1,691,755	$1,724,092
HOME	$ 649,927	$ 733,071	$ 492,606	$ 503,785	$ 479,445
ESG	$ 146,757	$ 143,759	$ 152,304	$ 155,203	$ 161,354

For background, the table below provides the Goals set by the previous 2015-2020 Consolidated Plan. Each year the City is required to develop an Annual Action Plan, which establishes specific Programs to address the Plan's stated Goals. Fiscal Year 2019-2020 Programs are detailed in the right column of the table. The previous Plan's Goals as well as Programs were established with input from residents and the City Council.

#	2015-2020 Goals	Fiscal Year 2019-2020 Programs to Address Goals
1.	Provide Decent Affordable Housing	a) Homebuyer Assistance Program b) CHDO Set-Aside (15%) Affordable Housing c) Acquisition/Rehab/New Construction
2.	Maintain and Promote Neighborhood Preservation	a) Housing Rehabilitation Program
3.	Support Special Needs Programs and Services	a) El Monte Legal Assistance Clinics b) Community and Senior Services Integrated Care Management c) Senior Lap swim and Exercise Program d) ESG: Street Outreach e) ESG: Homelessness Prevention f) ESG: Rapid Re-Housing
4.	Construct and Upgrade Public Facilities and Infrastructure	a) Jack Crippen Senior Center and Community Center Re-roofing Project b) Zamora Park Revitalization Project c) Aquatic Center Section 108 Loan Repayment d) Peck/Ramona Triangle Section 108 Loan Repayment
5.	Fair Housing	a) Fair Housing Program
6.	Planning and Administration	a) 2019/20 CDBG Program Administration b) 2019/20 HOME Program Administration c) 2019/20 ESG Program Administration

CITY COUNCIL INPUT AND DIRECTION

CDBG and HOME funds may be used for the following:

- Community/Public Facilities
- Community Services
- Infrastructure Improvements
- Special Needs Services
- Neighborhood Services
- Business Assistance
- Employment/Job Services
- Homeless Services
- Affordable Housing Services
- Affordable Housing Facilities

ESG funds may be used for four (4) primary activities:

- Street Outreach
- Rapid Re-Housing Assistance
- Emergency Shelter
- Homelessness Prevention

Understanding the needs of low income and special needs populations, staff is seeking input and direction from the City Council regarding the use of HUD funds over the next five (5) years. What should be the priorities over the next five (5) years? What projects and programs best support the identified priorities; and how should the City utilize the estimated annual allocation of $1.7 million in CDBG, $650,000 in HOME, and $145,000 in ESG funds?

NEXT STEPS

1. Finalize Data Collection and Needs Assessment
2. Prepare DRAFT Consolidated Plan
3. Open 30-day Public Comment Period March 31, 2020 – April 30, 2020
4. 2nd Public Hearing to Consider Consolidated Plan Adoption – May 5, 2020
5. Submit to HUD by May 15, 2020

FISCAL IMPACT

Over the past five (5) years (2015-2020), the City received an annual average of $1,691,917 in CDBG, $571,767 in HOME, and $151,875 in ESG funds. U.S. Congress

typically determines the allocations within the first or second quarter of each calendar year. Staff anticipates receiving similar CDBG, HOME and ESG program allocations during the next Consolidated Plan period (2020-2025).

CONCLUSION

It is recommended that the City Council provide input and direction on the 2020-2025 Consolidated Plan goals and priorities.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONAVANIK
Community and Economic Development Director

Attachment:
1. Public Notice
2. Community Input Flyer

DATE: March 17, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

ATTACHMENT 1
PUBLIC NOTICE

NOTICE OF COMMUNITY MEETINGS; 30-DAY PUBLIC REVIEW AND PUBLIC HEARINGS FOR:

The City of El Monte's Consolidated Plan/Annual Action Plan and Analysis of Impediments to Fair Housing Choice

NOTICE IS HEREBY GIVEN that the City Council of the City of El Monte will conduct the following citizen participation events in preparation of its Consolidated Plan/Annual Action Plan and Analysis of Impediments to Fair Housing Choice:

- Community Meetings will be conducted on 3/12/20 and 3/25/20. Both meetings will be held at 5:30 p.m. at City Hall West, 11333 Valley Blvd. El Monte, CA 91731.

- A 30-day public review and comment period for both documents will begin March 31 and end April 30, 2020. A copy of the draft documents will be available for public review at City of El Monte Planning Department, City of El Monte City Clerk's office, and El Monte Public Library. Written comments may be submitted during this period to the Community & Economic Development Department. Address written comments to Lily Flores, City of El Monte Community & Economic Development Department, 11333 Valley Blvd. El Monte, CA 91731, Tel: (626) 258-2070

- A Public Hearing will be held on 3/17/20. The purpose of this public hearing is to provide a forum for the City Council, residents and interested organizations to express their views on potential goals and activities of these documents. A second Public Hearing will be held on 5/5/20 to provide a forum for the City Council, residents, and interested organizations to express their views on the City Council's approval of each plan. Both Public Hearings will be held at 6 pm at City Hall Council Chambers 11333 Valley Blvd. El Monte, CA 91731

Consolidated Plan
The U.S. Department of Housing and Urban Development (HUD) has established several national goals that guide the use of CDBG Funds. The three broad goals include "Securing Decent Housing," "Providing a Suitable Living Environment," and "Expanding Economic Opportunities." The Consolidated Plan is developed to determine how these goals will be met within the City of El Monte.

Annual Action Plan
Each year, the City receives Federal Community Development Block Grant (CDBG). The principal purpose of the Annual Action Plan is to show how the CDBG Funds will be expended during the year in a way that addresses the needs, priorities, and objectives contained in the City's Consolidated Plan.

Analysis of Impediments to Fair Housing Choice
The Analysis focuses on actions, omissions, and decisions made because of race, color, religion, sex, disability, familial status or national origin, which restrict, or have the effect of restricting, housing choices or the availability of housing choices in the City of El Monte.

Public Comment
Interested persons and organizations are invited to attend this public hearing and be heard regarding this matter. Written comments may be submitted in advance of the hearing to the Housing Division. Address written comments: Attention: Lily Flores, Housing Program Coordinator. Ms. Flores may be contacted at (626) 258-2070 or via email at lflores@ElMonteCA.gov.

Accessibility
In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a City meeting or other services offered by this City, or if you need special equipment for the hearing impaired, please contact Selina Sandova, Adminsitrative Technicican at (626) 580-2070. Notification at least 72 hours prior to the meeting or time when services are needed will assist the City staff in ensuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

AVISO DE REUNIONES COMUNITARIAS; REVISIÓN PÚBLICA DE 30 DÍAS Y AUDIENCIAS PÚBLICAS PARA:

El Plan Consolidado / Plan de Acción Anual de la Ciudad de El Monte y Análisis de impedimentos para la elección de vivienda justa

SE DA AVISO QUE el Concejo Municipal de la Ciudad de El Monte llevará a cabo los siguientes eventos de participación ciudadana en preparación de su Plan Consolidado / Plan de Acción Anual y Análisis de impedimentos para la elección de vivienda justa:

- Las reuniones comunitarias se llevarán a cabo el 12 de marzo y el 25 de marzo del 2020 en el ayuntamiento oeste de la ciudad (conocido como City Hall West) 11333 Valley Blvd. El Monte, CA 91731. Ambas reuniones se llevarán acabo a las 5:30 pm.

- Una revisión pública y período de comentarios de 30 días para ambos documentos comenzarán el 31 de marzo y se finalizará el 30 de abril del 2020. Una copia del borrador de los documentos estará disponible para revisión pública en los siguientes edificios: el Departamento de Planificación de el Monte, la Oficina del Secretario de la ciudad, y la biblioteca pública de El Monte. Se invita al público a enviar comentarios por escrito sobre los borradores. Dirija sus comentarios por escrito a Lily Flores, Departamento de Desarrollo Económico de la Ciudad de El Monte, 11333 Valley Blvd. El Monte, CA 91731, Tel: (626) 258-8616

- Una audiencia pública se llevarán a cabo el 17 de marzo del 2020. El propósito de esta audiencia pública es proporcionar un foro para que el Ayuntamiento, los residentes y las organizaciones interesadas expresen sus puntos de vista sobre los objetivos y actividades potenciales de estos documentos. Se llevará a cabo una segunda audiencia pública el 5 de mayo del 2020 para proporcionar un foro para que el Ayuntamiento, los residentes y las organizaciones interesadas expresen sus puntos de vista sobre la aprobación de cada plan por parte del Ayuntamiento. Ambas audiencias públicas se llevarán a cabo a las 6pm en las cámaras del consejo del ayuntamiento de la ciudad ubicadas en 11333 Valley Blvd. El Monte, CA 91731.

Plan consolidado
El Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD) ha establecido varios objetivos nacionales que guían el uso de los fondos CDBG. Los tres objetivos generales incluyen "Asegurar una vivienda digna", "Proporcionar un entorno de vida adecuado" y "Expandir las oportunidades económicas". El Plan Consolidado se desarrolla para determinar cómo se cumplirán estos objetivos dentro de la Ciudad de El Monte.

Plan de acción anual
Cada año, la ciudad recibe una subvención federal de desarrollo comunitario (CDBG). El objetivo principal del Plan de Acción Anual es mostrar cómo se gastarán los Fondos CDBG durante el año de una manera que aborde las necesidades, prioridades y objetivos contenidos en el Plan Consolidado de la Ciudad.

Análisis de impedimentos para la elección de vivienda justa
El análisis se enfoca en acciones, omisiones y decisiones tomadas debido a raza, color, religión, sexo, discapacidad, estado familiar u origen nacional, que restringen o tienen el efecto de restringir las opciones de vivienda o la disponibilidad de opciones de vivienda en la ciudad. de El Monte.

Comentario público
Las personas y organizaciones interesadas están invitadas a asistir a esta audiencia pública y ser escuchadas con respecto a este asunto. Se pueden enviar comentarios por escrito antes de la audiencia a la División de Programas de Vivienda y Vecindarios. Dirija sus comentarios por escrito a Lily Flores, Coordinadora de División de Programas de Vivienda y Vecindarios. Se puede comunicar con la Srta. Flores llamando as (626) 258-2070 o al correo electronicoL lflores@ElMonteCA.gov

Accesibilidad
En cumplimiento de la Ley de Estadounidenses con Discapacidades, si necesita asistencia especial para participar en una reunión de la Ciudad u otros servicios ofrecidos por esta Ciudad, o si necesita equipo especial para personas con discapacidad auditiva, comuníquese con Selina Sandova, Técnica en administración al (626) 580-

2070. Notificación de al menos 72 horas antes de la reunión o la hora en que se necesitan los servicios ayudará al personal de la Ciudad a garantizar que se puedan hacer arreglos razonables para proporcionar accesibilidad a la reunión o al servicio.

ATTACHMENT 2
COMMUNITY INPUT FLYER

CITY OF EL MONTE

Community and Economic Development Department
Housing Division

Consolidated Plan Survey

Cada año, el Departamento Nacional de Vivienda y Desarrollo Urbano provee fondos a la Ciudad de El Monte para el desarrollo de vivienda y de la comunidad.

De manera que la ciudad pueda utilizar estos fondos efectivamente, la ciudad tiene que completar un Plan Consolidado o "Con Plan" de 5 años, el cual identifica las necesidades de vivienda, desarrollo comunitario, prioridades, metas y estrategias de la Ciudad de El Monte. La ciudad también está preparando un Análisis de Impedimentos a Elección de Vivienda Justa, ó "AI".

El colectar este tipo de información es sumamente importante para el Plan Consolidado y AI. Usted puede ayudar a la Ciudad de El Monte a colectar opiniones precisas; llenando una encuesta que le tomara solamente 10 minutos en la cual usted puede identificar áreas de más importancia para usted.

Encuesta española "ConPlan" https://www.surveymonkey.com/r/El_Monte_conplansurvey

Encuesta española "AI" https://www.surveymonkey.com/r/W9PXCH5

La ciudad organizará dos reuniones comunitarias para hablar del proceso, en:

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

Las fechas y hora de las reuniones serán
el Jueves 12 de Marzo de 2020 y
el Miercoles 25 de Marzo de 2020
Hora de Inicio a las 5:30 PM a 6:30 PM

Para más información, llame al
División de Vivienda al (626) 580-2070

The Friendly City of El Monte

CITY OF EL MONTE

Community and Economic Development Department
Housing Division

Consolidated Plan Survey

Each year, the US Department of Housing and Urban Development provides funding for housing and community development to the City of El Monte.

In order to utilize these funds properly, the City must complete a 5-year Consolidated Plan or "Con Plan", which identifies El Monte's housing and community development needs, priorities, goals, and strategies. The City is also preparing an Analysis of Impediments to Fair Housing Choice, or "AI".

Data collection is a significant part of the Con Plan and AI. By filling out one of the quick 5-minute surveys, you are helping the City of El Monte gather accurate opinions to allocate the funds towards the areas you find most important.

English "ConPlan" Survey

https://www.surveymonkey.com/r/El_Monte_conplansurvey

English "AI" Survey

https://www.surveymonkey.com/r/W9PXCH5

The City will be hosting two (2) community meetings to discuss the process. These meetings will be held at:

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

The dates and times of the meetings will be:
Thursday, March 12rd, 2020 and
Wednesday, March 25th, 2020,
Start Time: 5:30 PM to 6:30 PM

For more information, please call the Housing Division at (626) 580-2070

CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF MARCH 17, 2020

March 5, 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 THE FIRST READING OF AN ORDINANCE AMENDING TITLE 8 (HEALTH AND SAFETY), CHAPTER 8.10 (RETAIL SALES OF TOBACCO PRODUCTS) OF THE EL MONTE MUNICIPAL CODE TO PROHIBIT THE SALE OF ALL FLAVORED TOBACCO, INCLUDING BUT NOT LIMITED TO E-CIGARETTES AND VAPE PRODUCTS

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 Ordinance (Attachment 1) by no less than three (3) votes, for first reading.

BACKGROUND AND PURPOSE

In November 2011, the City Council adopted Ordinance No. 2781, establishing a tobacco retailer permitting system under Chapter 8.10 (Retail Sales of Tobacco Products) of the El Monte Municipal Code (EMMC). This implemented standards and regulations for tobacco retailers within the City, including the need for businesses to obtain a tobacco retailers license. The EMMC currently regulates electronic cigarettes ("e-cigarette") on the same terms as other tobacco products despite the unique characteristics of e-cigarettes, including vape pens. Vaping is the act of inhaling and exhaling aerosol, which is referred to as vapor.

Tobacco retailers are permitted "by-right" in commercial and industrial zones with a business permit and tobacco retailer permit. There are currently 106 tobacco retailers throughout the City including some in close proximity to schools (Attachment 2 – List of businesses with a Tobacco Retailer License). The retailers include liquor stores, vape/smoke shops, convenience stores, pharmacies, and supermarkets.

CURRENT TOBACCO MORATORIUM

Because of the concerns outlined above, the City Council approved an Interim Urgency Ordinance on March 19, 2019 to establish a temporary ban on the establishment of tobacco or electronic cigarette retailing businesses, smoke shops, hookah lounges and vape products. The Council then asked staff to research the issue and return with recommendations. Staff researched the topic and gathered statistics from the American Lung Association, Centers for Disease Control, California Department of Public Health and Day One (a non-profit that focuses on issues facing youth).

Staff initially presented recommendations to the City Council on January 14, 2020. However, the City Council requested staff do additional research and reach out to additional groups that work to help people quit smoking and educate the public about the dangers of smoking. Staff had several discussions with staff from the County of Los Angeles, which recently adopted regulations for e-cigarette and vaping. Staff returned to the City Council with an updated presentation on March 4, 2020. In addition, Dr. Tony Kuo from the Los Angeles County Department of Public Health made a detailed presentation on their recently approved ban on flavored tobacco products. Representatives from several non-profit organizations that support anti-smoking efforts also spoke during public comments. This included the American Heart Association, American Cancer Society, Emphysema Foundation of America, University of Southern California and Equality California.

INCREASED USE OF E-CIGARETTES AND VAPING

In California, smoking rates have declined dramatically over the past three (3) decades, from 23.7 percent of adults in 1988 to 10.5 percent in 2018. Teen smoking rates had been declining by similar margin. However, since 2017, teen smoking rates have soared from 11.7 percent to 20.8 percent (measured as using any tobacco product within the past 30 days). This rise has primarily been fueled by a significant increase in the availability of e-cigarettes and vape products. E-cigarettes are now the most commonly used tobacco product by teens.

Flavored tobacco comes in a wide variety of shapes and sizes. They can be known as e-cigs, e-hooks, mods, tank systems and vape pens. They use liquid nicotine refills called "pod". Each pod can equal the amount of nicotine found in a pack of cigarettes. The pods can then be sold in thousands of different flavors, such as watermelon, cherry, mint (including menthol cigarettes), gummy bears, sugar, and others. Nearly 80

percent of teens who vape nicotine use flavors and nearly all tobacco use begin in adolescence.

While any use of tobacco products by teens should be of concern, youth vaping has been described as “an epidemic” by the United States Surgeon General and California Governor Newsom. Youth are particularly drawn to flavored tobacco products. Flavorings mask the harsh taste of tobacco, which makes it easier for teens to initiate tobacco use. Many also believe such products are specifically marketed to the young, as the flavors are made from the same chemicals found in popular brands of candy like Jolly Rancher, Kool-Aid and Life Saver.

GROWING HEALTH CONCERNS

There has been an increase across the United States of lung injury from e-cigarettes. As of February 18, 2020, there have been 2,807 cases that involved hospitalization and 68 deaths reported. Approximately 82 percent of those hospitalized reported using THC containing products (the product found in cannabis) and 62 percent reported using nicotine-containing products (with some using both). While some believe the cases are from those using THC containing products or products purchased illegally, it remains unclear what compound or ingredient is the cause.

People in the tobacco industry also state that e-cigarettes can be used to help people quit smoking. However, they have not been approved by the Food and Drug Administration (FDA) as a form of treatment. There are currently several FDA approved medications that have been shown to be safe and effective for this purpose. In addition, nearly all teens using e-cigarettes are not in the process of quitting (i.e. they are just starting to use). Health experts agree that a combination of medication and counseling have been shown to work best.

PROPOSED CODE AMENDMENT

The proposed Code Amendment includes the following:

- Amend text in Title 8 (Health and Safety), Chapter 8.10 (Retail Sales of Tobacco Products) of the El Monte Municipal Code;
- Include numerous testimonials on the increased use of flavored tobacco products, how the youth are specifically attracted to them and the health risks associated with their use;
- Include new definitions for “characterizing flavor”, “electronic smoking device”, “flavored tobacco product” and “tobacco paraphernalia”;
- Amend existing definitions for “tobacco product” and “tobacco retailer”; and
- Specifically ban the sale of all flavored tobacco, including but not limited to, menthol, e-cigarettes and vape products.

The proposed Code Amendment <u>will not</u> do the following:

- Will not prohibit the sale of tobacco flavored products;
- Will not change the existing tobacco retailer licensing system; and
- Will not change existing administrative and criminal penalties.

If the Ordinance is adopted, all tobacco businesses and property owners with tenants that sell tobacco will be notified. The Ordinance will become effective 180 days after its adoption. This will give tobacco retailers enough time to dispense existing inventory. City staff will begin enforcement at the end of 2020 and early 2021 as existing businesses renew their tobacco retailer license.

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

There is no fiscal impact associated with the approval of the proposed Ordinance. However, implementation of the proposed Ordinance may reduce sales tax dollars generated from businesses that rely heavily on the sale of flavored tobacco products.

CONCLUSION

It is recommended that the City Council approve the Ordinance by no less than three (3) votes, for first reading.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONAVANIK
Community and Economic Development Director

Attachments:

1. Proposed Ordinance
2. List of businesses and property owners
3. Public Hearing Notice

DATE: March 17, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

ATTACHMENT 1

PROPOSED ORDINANCE

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL MONTE AMENDING CHAPTER 8.10 (RETAIL SALES OF TOBACCO PRODUCTS) OF TITLE 8 (HEALTH AND SAFETY) OF THE EL MONTE MUNICIPAL CODE TO PROHIBIT THE SALE OF FLAVORED TOBACCO PRODUCTS, EFFECTIVE 180 DAYS AFTER THE EFFECTIVE DATE OF THIS ORDINANCE

(CODE AMENDMENT NO. 772)

WHEREAS, the potential failure of tobacco retailers to comply with tobacco control laws, particularly laws prohibiting the sale of tobacco products to minors, presents a threat to the public health, safety, and welfare of the residents of the City of El Monte (the "City");

WHEREAS, the federal Family Smoking Prevention and Tobacco Control Act (Tobacco Control Act), enacted in 2009, prohibited candy- and fruit-flavored cigarettes,[i] largely because these flavored products were marketed to youth and young adults,[ii] and younger smokers were more likely than older smokers to have tried these products;[iii]

WHEREAS, although the manufacture and distribution of flavored cigarettes (excluding menthol) are banned by federal law,[iv] neither federal law nor California law restricts the sale of menthol cigarettes or flavored non-cigarette tobacco products, such as cigars, cigarillos, smokeless tobacco, hookah tobacco, electronic smoking devices, and the solutions used in these devices;

WHEREAS, flavored tobacco products are very common in California tobacco retailers as evidenced by the following:

- 97.4% of stores that sell cigarettes sell menthol cigarettes;[v]
- 94.5% of stores that sell little cigars sell them in flavored varieties;[vi]
- 84.2% of stores that sell electronic smoking devices sell flavored varieties;[vii] and
- 83.8% of stores that sell chew or snus sell flavored varieties;[viii]

WHEREAS, more than 1 in 4 stores located within 1,000 feet of California schools sell tobacco, and more than 3 out of 4 of these tobacco retailers sell flavored tobacco products (not including mentholated cigarettes);[ix]

WHEREAS, mentholated and flavored products have been shown to be "starter" products for youth who begin using tobacco[x] and that these products help establish

tobacco habits that can lead to long-term addiction;[xi]

WHEREAS, at least one study has found that the majority of smokeless tobacco users reported that the first smokeless product they used was mint-flavored (such as ice, mint, spearmint, or wintergreen flavors), and almost two-thirds who transitioned to daily use of smokeless tobacco products first used a mint-flavored product;[xii]

WHEREAS, young people are much more likely than adults to use menthol-, candy-, and fruit-flavored tobacco products, including cigarettes, cigars, cigarillos, and hookah tobacco;[xiii]

WHEREAS, 70% of middle school and high school students who currently use tobacco, report using flavored products that taste like menthol, alcohol, candy, fruit, chocolate, or other sweets;[xiv]

WHEREAS, data from the National Youth Tobacco Survey indicate that more than two-fifths of US middle school and high school smokers report using flavored little cigars or flavored cigarettes;[xv]

WHEREAS, much of the growing popularity of small cigars and smokeless tobacco is among young adults and appears to be linked to use of flavored products;[xvi]

WHEREAS, the Centers for Disease Control and Prevention has reported a more than 800% increase in electronic cigarette use among middle school and high school students between 2011 and 2015;[xvii]

WHEREAS, nicotine solutions, which are consumed via electronic smoking devices such as electronic cigarettes, are sold in dozens of flavors that appeal to youth, such as cotton candy and bubble gum;[xviii]

WHEREAS, the California Attorney General has stated that electronic cigarette companies have targeted minors with fruit-flavored products;[xix]

WHEREAS, between 2004 and 2014 use of non-menthol cigarettes decreased among all populations, but overall use of menthol cigarettes increased among young adults (ages 18 to 25) and adults (ages 26+);[xx]

WHEREAS, people ages 12 and older from communities of color are more likely to smoke mentholated cigarettes, as evidenced by the following percentages of people who smoke cigarettes reported smoking mentholated cigarettes in the last month:[xxi]

- 82.6% of Black or African American individuals;
- 53.2% of Native Hawaiians or Other Pacific Islanders;
- 36.9% of individuals with multiracial backgrounds;

- 32.3% of Hispanic or Latino individuals;
- 31.2% of Asian individuals;
- 24.8% of American Indians or Alaska Natives; and
- 23.8% of White or Caucasian individuals;

WHEREAS, adding menthol and other flavorings to tobacco products, such as cigarettes, little cigars, cigarillos, and smokeless tobacco, can mask the natural harshness and taste of tobacco, making these products easier to use and increasing their appeal among youth;[xxii]

WHEREAS, the tobacco industry has been manipulating the dose of menthol in cigarettes to ensure the uptake and continued use of tobacco, especially by young people and vulnerable populations for many years;[xxiii]

WHEREAS, smoking mentholated cigarettes reduces the likelihood of successfully quitting smoking;[xxiv]

WHEREAS, the tobacco industry has a well-documented history of developing and marketing mentholated brands to communities of color and youth;[xxv]

WHEREAS, a review of advertising, promotions, and pack prices near California high schools found that "for each 10 percentage point increase in the proportion of Black students, the proportion of menthol advertising increased by 5.9% … the odds of a Newport [a leading brand of mentholated cigarettes] promotion were 50% higher … and the cost of Newport was 12 cents lower." There was no such association found for non-mentholated cigarettes;[xxvi]

WHEREAS, a study found that price reduction promotions for menthol cigarettes are disproportionately targeted to youth markets;[xxvii]

WHEREAS, scientific reviews by the Tobacco Products Scientific Advisory Committee and the United States Federal Drug Administration found marketing of menthol cigarettes likely increases the prevalence of smoking among the entire population, and especially among youth, African Americans,[xxviii] and possibly Hispanic and Latino individuals;[xxix]

WHEREAS, scientific studies on the impact of a national ban on menthol in cigarettes found 36.5% of menthol cigarette users would try to quit smoking if menthol was banned[xxx] and between 300,000 and 600,000 lives would be saved by 2050;[xxxi]

WHEREAS, an evaluation of New York City's law, which prohibits the sale of all flavored tobacco, excluding menthol, found that as a result of the law, youth had 37% lower odds of ever trying flavored tobacco products and 28% lower odds of ever using any type of tobacco;[xxxii]

WHEREAS, the flavored tobacco ordinance of the City and County of San Francisco ("San Francisco") was implemented in the fall of 2018. To date, no holder of a San Francisco tobacco retailer license is known to have gone out of business because of the flavored tobacco ordinance; and

WHEREAS, the prohibitions set forth herein would still provide for the sale of tobacco-flavored tobacco products.

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

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

SECTION 2. Section 8.10.010 (Definitions) of Chapter 8.10 (Retail Sales of Tobacco Products) of Title 8 (Health and Safety) of the El Monte Municipal Code is hereby amended by the following new definitions and such Section 8.10.010 shall be reorganized upon the inclusion of such additional definitions to ensure that all definitions therein are set forth in alphabetical order:

"Characterizing flavor" means a taste or aroma, other than the taste or aroma of tobacco, imparted either prior to tor during consumption of a tobacco product or any byproduct produced by the tobacco product, including, but not limited to, tastes or aromas relating to menthol, mint, wintergreen, fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, herb, or spice. Characterizing flavor includes flavor in any form, mixed with, or otherwise added to, any tobacco product or nicotine delivery device, including electronic smoking devices.

"Electronic smoking device" means an electronic device, including, but not limited to, an electronic cigarette, electronic cigar or cigarillo, electronic pipe, electronic hookah, vaping device, or any other product name or descriptor, which can be used to deliver an inhaled dose of nicotine or other substances, including any component, part, or accessory of such a device, whether manufactured, distributed, marketed, or sold as such.

"Flavored tobacco product" means any tobacco product, as defined in this Chapter 8.10, which imparts a characterizing flavor. There shall be a rebuttable presumption that a tobacco product is a flavored tobacco product if a tobacco retailer or any employee or agent of a tobacco retailer has: (i) made a public statement or claim that the tobacco product imparts a characterizing flavor; (ii) used text and/or images on the tobacco product's labeling or packaging to explicitly or implicitly indicate that the tobacco product imparts a characterizing flavor; or (iii) taken action directed to consumers that would be reasonably expected to cause consumers to believe the tobacco product imparts a characterizing flavor

"Tobacco paraphernalia" means any item designed or marketed for the consumption, use, or preparation of tobacco products.

SECTION 3. Section 8.10.010 (Definitions) of Chapter 8.10 (Retail Sales of Tobacco Products) of Title 8 (Health and Safety) of the El Monte Municipal Code is hereby amended by the amendment to the definition of "tobacco product," which shall read as follows, and such Section 8.10.010 shall be reorganized upon the inclusion of this amended definition to ensure that all definitions therein are set forth in alphabetical order:

"Tobacco product" means

1. any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, and snuff;

2. any electronic device that delivers nicotine or other substances to the person inhaling from the device, including, but not limited to an electronic cigarette, electronic cigar, electronic pipe, or electronic hookah; or

3. notwithstanding any provision of subsection 1 or 2 above to the contrary, any component, part, or accessory intended or reasonably expected to be used with a tobacco product, whether or not sold separately. "Tobacco product" does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

SECTION 4. Section 8.10.010 (Definitions) of Chapter 8.10 (Retail Sales of Tobacco Products) of Title 8 (Health and Safety) of the El Monte Municipal Code is hereby amended by the amendment to the definition of "tobacco retailer," which shall read as follows, and such Section 8.10.010 shall be reorganized upon the inclusion of this amended definition to ensure that all definitions therein are set forth in alphabetical order:

"Tobacco retailer" means any person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, tobacco products, or tobacco paraphernalia. "Tobacco retailing" shall mean the doing of any of these things. This definition is without regard to the quantity of tobacco products or tobacco paraphernalia sold, offered for sale, exchanged, or offered for exchange.

SECTION 5. Section 8.10.020 (Requirements and Prohibitions) of Chapter 8.10 (Retail Sales of Tobacco Products) of Title 8 (Health and Safety) of the El Monte Municipal Code is hereby amended by the addition of a new Subsection, which shall read as follows and be set forth in alphabetical order within Section 8.10.020:

J. No tobacco retailer shall sell or offer for sale, or possess with the intent to sell or offer for sale, any flavored tobacco product or any component, part, or accessory intended to impart or imparting a characterizing flavor in any form, to any tobacco product or nicotine delivery device, including electronic smoking devices. There shall be a rebuttable presumption that

[EDITOR'S NOTE: The provisions of new Subsection of Section 8.10.020 shall take effect 180 days after its adoption, or November 7, 2020]

SECTION 6. 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 7. 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 8. 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 180 days after its adoption.

The Ordinance shall become effective 180 days after its adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at the regular meeting of this _____th day of _____, 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 Ordinance No._____ was introduced for a first reading on the 14th day of January, 2020 and approved for a second reading and adopted by said Council at its regular meeting held on the ___th day of _____, 2020 by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

DATA IN SUPPORT OF FINDINGS

i. 21 U.S.C. § 387g(a)(1)(A).

ii. Carpenter CM, Wayne GF, Pauly JL, Koh HK, Connolly GN. New cigarette brands with flavors that appeal to youth: Tobacco marketing strategies. Tobacco industry documents reveal a deliberate strategy to add flavors known to appeal to younger people. *Health Aff.* 2005;24(6):1601-1610. doi:10.1377/hlthaff.24.6.1601. Lewis MJ, Wackowski O. Dealing with an innovative industry: A look at flavored cigarettes promoted by mainstream brands. *Am J Public Health.* 2006;96(2):244-251. doi:10.2105/AJPH.2004.061200. Connolly GN. Sweet and spicy flavours: new brands for minorities and youth. *Tob Control.* 2004;13(3):211-212. doi:10.1136/tc.2004.009191. U.S. Department of Health and Human Services Office of Disease Prevention and Health Promotion. *Preventing Tobacco Use Among Youth and Young Adults A Report of the Surgeon General*. 2012. *www.surgeongeneral.gov/library/reports/preventing-youth-tobacco-use*/.

iii. U.S. Department of Health and Human Services Office of Disease Prevention and Health Promotion. *Preventing Tobacco Use Among Youth and Young Adults A Report of the Surgeon General*. 2012. *www.surgeongeneral.gov/library/reports/preventing-youth-tobacco-use/.*

iv. 21 U.S.C. § 387g(a)(1)(A).

v. Schleicher N, Johnson T, Ahmad I, Henriksen L. Tobacco Marketing in California's Retail Environment Final report for the California Tobacco Advertising Survey (2011-2014) Submitted to the California Tobacco Control Program , California Department of Public Health. 2015. *http://www.cdph.ca.gov/programs/tobacco/Documents/CDPH%20CTCP%20Refresh/Research%20and%20Evaluation/Reports/Tobacco%20Marketing%20in%20Californias%20Retail%20Environment_Notations_Final%202.9.16.pdf*.

vi. *Id.*

vii. *Id.*

viii. *Id.*

ix. California Department of Public Health California Tobacco Control Program*. Healthy Stores for a Healthy Community: Alameda County.* 2014. *www.healthystoreshealthycommunity.com/documents/counties/Alameda County Data (English).pdf*.

x. Hersey JC, Ng SW, Nonnemaker JM, et al. Are menthol cigarettes a starter product for youth? *Nicotine Tob Res.* 2006;8(3):403-413. doi:10.1080/14622200600670389. Wackowski O, Delnevo CD. Menthol cigarettes and indicators of tobacco dependence among adolescents. *Addict Behav.* 2007;32(9):1964-1969. doi:10.1016/j.addbeh.2006.12.023. U.S. Department of Health and Human Services Office of Disease Prevention and Health Promotion. *Preventing Tobacco Use Among Youth and Young Adults A Report of the Surgeon General*. 2012. *www.surgeongeneral.gov/library/reports/preventing-youth-tobacco-use/*.

xi. U.S. Food and Drug Administration. Flavored Tobacco Product Fact Sheet. 2011. *www.fda.gov/syn/html/ucm183198*. U.S. Department of Health and Human Services Office of Disease Prevention and Health Promotion. *Preventing Tobacco Use Among Youth and Young Adults A Report of the Surgeon General*. 2012. *www.surgeongeneral.gov/library/reports/preventing-youth-tobacco*-use/.

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ATTACHMENT 2

LIST OF BUSINESSES WITH A TOBACCO RETAILER LICENSE

RETAILERS WITH A CURRENT TOBACCO LICENSE

DBA	Bus address	Bus City, State
21 GROCERY	10905 GARVEY AVE	EL MONTE, CA 91733-2303
7-ELEVEN #2175-25051B	12170 RAMONA BLVD	EL MONTE, CA 91732-2430
7-ELEVEN FOOD STORE #2175-25625B	10008 VALLEY BLVD	EL MONTE, CA 91731-1702
7-ELEVEN STORE #16020 F	3243 SANTA ANITA AVE	EL MONTE, CA 91733-1372
7-ELEVEN STORE #2175-33403 A	10707 LOWER AZUSA RD	EL MONTE, CA 91731-1305
7-ELEVEN STORE 16417A	4041 PECK RD	EL MONTE, CA 91732-2246
98 CENT PLUS	10356 GARVEY AVE #A	EL MONTE, CA 91733-2134
99 AND UP MARKET	4200 PECK RD #F	EL MONTE, CA 91732-2177
A & B LIQUOR	2406 MOUNTAIN VIEW RD	EL MONTE, CA 91733-2808
ACE LIQUOR	3333 TYLER AVE	EL MONTE, CA 91731-3101
AMIGOS MARKET	5102 PECK RD	EL MONTE, CA 91732-1426
ARCO	4378 SANTA ANITA AVE	EL MONTE, CA 91731-1606
ARCO 18 - EL MONTE	11958 RAMONA BLVD	EL MONTE, CA 91732-2314
ARDEN MARKET	4266 ARDEN DR	EL MONTE, CA 91731-1953
ARMAND'S LIQUOR	10029 VALLEY BLVD	EL MONTE, CA 91731-1701
BAKER'S DOZ DONUTS	10823 GARVEY AVE	EL MONTE, CA 91733-2301
BALDWIN MARKET	3846 BALDWIN AVE	EL MONTE, CA 91731-1718
BB $ PLUS	3948 PECK RD #A-12	EL MONTE, CA 91732-2255
BEST SMOKE SHOP	9814 GARVEY AVE #13	EL MONTE, CA 91733-1290
BOTTLE & CORK LIQUOR	12086 VALLEY BLVD	EL MONTE, CA 91732-3137
BUY LOW MARKET	9900 GARVEY AVE	EL MONTE, CA 91733-1230
CARLTON'S MARKET	11944 RAMONA BLVD	EL MONTE, CA 91732-2314
CHEVRON STATIONS INC #1892	11453 VALLEY BLVD	EL MONTE, CA 91731-3229
CHRISTY'S DONUTS & SANWICHES	4766 PECK RD	EL MONTE, CA 91732-1300
CIRCLE K #3066	5205 PECK RD	EL MONTE, CA 91731
CORNER LIQUOR INC.	10336 LOWER AZUSA RD	EL MONTE, CA 91731-1207
CORTADA MARKET	9701 CORTADA ST	EL MONTE, CA 91733-1201
D & H SUPER SERVICE	4801 PECK RD	EL MONTE, CA 91732-1301
DFO USA INC.	11645 VALLEY BLVD #B	EL MONTE, CA 91732-3081
DICK'S LIQUOR	2530 TYLER AVE	EL MONTE, CA 91733-2716
DON RAMIREZ LIQUOR	2401 DURFEE AVE	EL MONTE, CA 91732-3707
DONUT GALORE	3818 PECK RD #F	EL MONTE, CA 91732-2260
DOS FRANKS MINI MARKET	10960 RANCHITO ST	EL MONTE, CA 91731-1330
DRIFTWOOD DAIRY STORE	10724 LOWER AZUSA RD	EL MONTE, CA 91731-1306
EL CANEY MARKET	9869 GARVEY AVE	EL MONTE, CA 91733-1269
EL CARIBE MARKET	10201 VALLEY BLVD	EL MONTE, CA 91731-2331
EL MONTE 76	4550 BALDWIN AVE	EL MONTE, CA 91731-1108
EL MONTE CHEVRON	12004 RAMONA BLVD	EL MONTE, CA 91732-2422
EL MONTE LIQUOR & DELI	10616 VALLEY MALL	EL MONTE, CA 91731-2417
EL MONTE SEAFOOD MARKET INC.	2859 MOUNTAIN VIEW RD #E	EL MONTE, CA 91732-3564
EL MONTE SMOKE SHOP	4782 PECK RD	EL MONTE, CA 91732-1349
EL RANCHO MARKET	12220 VALLEY BLVD #G	EL MONTE, CA 91732-3149
FAMILIA MARKET	10928 VALLEY MALL	EL MONTE, CA 91731-2638
FAMOUS ED'S MARKET LIQUOR	4203 TYLER AVE	EL MONTE, CA 91731-1629
FAVORITO MARKET	2432 TYLER AVE	EL MONTE, CA 91733-2714
FINEVIEW MARKET	12349 FINEVIEW ST	EL MONTE, CA 91732-3948
FOOD 4 LESS #338	11950 GARVEY AVE	EL MONTE, CA 91732-3514
FRESH DONUTS	10007 VALLEY BLVD	EL MONTE, CA 91731-1701
GOOD FORTUNE SUPERMARKET	10775 LOWER AZUSA RD	EL MONTE, CA 91731-1351
GREEN FARM MARKET EL MONTE	4840 PECK RD	EL MONTE, CA 91732-1302
GSE 76 PECK ROAD	4802 N PECK RD	EL MONTE, CA 91733-1302
HAPPY'S MARKET	3155 SANTA ANITA AVE	EL MONTE, CA 91733-1357
HARRY'S MARKET	11243 ELLIOTT AVE	EL MONTE, CA 91733-2421
HI WAY LIQUOR	11312 GARVEY AVE	EL MONTE, CA 91732-3302
HI WAY MARKET	2561 POTRERO AVE	EL MONTE, CA 91733-1813

RETAILERS WITH A CURRENT TOBACCO LICENSE

DBA	Bus address	Bus City, State
HONG'S MARKET	2319 MOUNTAIN VIEW RD	EL MONTE, CA 91733-3531
HY'S LIQUOR	10693 LOWER AZUSA RD	TEMPLE CITY, CA 91780
JALCO LIQUOR	2556 DURFEE AVE	EL MONTE, CA 91732-3709
JMP OIL INC	3266 SANTA ANITA AVE	EL MONTE, CA 91733-1367
JOYS MARKET PLACE	12256 RAMONA BLVD	EL MONTE, CA 91732-2538
JUHN LIQUOR/MKT	2706 PECK RD	EL MONTE, CA 91733-2435
JUNGLE VAPE N' SMOKE	2800 PECK RD #A	EL MONTE, CA 91733-2437
LA TIENDITA	3800 CLARK AVE	EL MONTE, CA 91731-2002
LITTLE FIVE POINT LIQUOR	2602 MT VIEW RD	EL MONTE, CA 91732
LOS TOROS MARKET #2	5225 PECK RD	EL MONTE, CA 91732-1122
MARKET PLACE: THE	3403 COGSWELL RD	EL MONTE, CA 91732-2729
MITCHELL'S DONUT	10039 VALLEY BLVD	EL MONTE, CA 91731-1729
MR. STEVE'S DONUTS	12100 VALLEY BLVD #114	EL MONTE, CA 91732-3100
NORTHGATE GONZALEZ MARKET #20	3828 PECK RD	EL MONTE, CA 91732-2241
OLYMPIC DONUT	2859 MOUNTAIN VIEW RD #F	EL MONTE, CA 91732-3564
ONE STOP SMOKE AND VAPE SHOP	10627 GARVEY AVE	EL MONTE, CA 91733-2203
P & L LIQUOR	4301 PECK RD	EL MONTE, CA 91732-1905
PACIFIC PETROLEUM DS, INC.	10610 GARVEY AVE	EL MONTE, CA 91733-2204
PECK MARKET	2645 PECK RD	EL MONTE, CA 91733-2432
PLAZA LIQUOR	10530 GARVEY AVE	EL MONTE, CA 91733-2211
PLAZA MARKET	2400 PECK RD	EL MONTE, CA 91733-2812
QUEEN'S DONUTS	2229 DURFEE AVE #A	EL MONTE, CA 91732-3976
QWIK STOP MINIMART	11306 LOWER AZUSA RD	EL MONTE, CA 91732-1329
RAINBOW MARKET	2403 TYLER AVE	EL MONTE, CA 91733-2713
ROYAL CIGARETTES	3848 PECK RD	EL MONTE, CA 91732-2241
ROYAL SMOKE & VAPE	11635 VALLEY BLVD #F	EL MONTE, CA 91732-3071
SAM'S CLUB #6614	4901 SANTA ANITA AVE	EL MONTE, CA 91731-1415
SAMVAH GROUP INC	9824 FLAIR DR	EL MONTE, CA 91731-2238
SAN ISIDRO PRODUCE	2806 DURFEE AVE	EL MONTE, CA 91732-3516
SEASON'S PRODUCE MARKET	10536 GARVEY AVE	EL MONTE, CA 91733-2211
SK DONUTS ICE CREAM	3571 PECK RD	EL MONTE, CA 91731-3528
STAR LIQUOR	10801 GARVEY AVE	EL MONTE, CA 91733-2301
SUPER HK OF EL MONTE INC	11850 VALLEY BLVD #100	EL MONTE, CA 91732-3055
SUPERIOR GROCERS #419 #145	10683 VALLEY BLVD	EL MONTE, CA 91731-2404
T & M MARKET	2601 MEEKER AVE	EL MONTE, CA 91732-3333
TED'S QUALITY MARKET	2514 DURFEE AVE	EL MONTE, CA 91732-3709
TT DISCOUNT, INC	10053 VALLEY BLVD #13-14	EL MONTE, CA 91731-1744
UNITED OIL #147	10243 VALLEY BLVD	EL MONTE, CA 91731-4513
UNITED OIL #153	10308 GARVEY AVE	EL MONTE, CA 91733-2136
UNITED PACIFIC #0201	11225 GARVEY AVE	EL MONTE, CA 91733-2426
USA DONUTS AND CROISSANTS	11230 GARVEY AVE #A	EL MONTE, CA 91733-2475
USA GAS STATION #68132	3618 BALDWIN AVE	EL MONTE, CA 91731-2223
VAPE THREE	3944 PECK RD #B4	EL MONTE, CA 91732-2200
VIC'S LIQUOR	3714 PECK RD	EL MONTE, CA 91731-3531
VIDEO 94	11605 VALLEY BLVD #101-2	EL MONTE, CA 91732-3069
WALGREENS #07575	3643 PECK RD	EL MONTE, CA 91731-3530
WALGREENS #07598	11907 VALLEY BLVD	EL MONTE, CA 91732-3113
WORTMANN MOBIL SELF SERV	4732 PECK RD	EL MONTE, CA 91732-1310
A & M TOBACCO & MARKET	10627 GARVEY AVE	EL MONTE, CA 91733-2203
BLACK LABEL VAPE SUPPLY CO	10302 LOWER AZUSA RD	EL MONTE, CA 91731-1207
SMOKE PLUS	4739 1/2 PECK RD	EL MONTE, CA 91732-1309

ATTACHMENT 3

PUBLIC NOTICE

CITY OF EL MONTE CITY COUNCIL
NOTICE OF PUBLIC HEARING

Hablamos Español favor de hablar con
Sandra Elias (626) 258-8626

TO: All Interested Parties

FROM: City of El Monte Community & Economic Development Department

LOCATION: Citywide

APPLICATION: Code Amendment No. 772

TO BE CONSIDERED: The City Council will conduct a public hearing to consider the first reading of an Ordinance amending the Title 8 (Health and Safety), Chapter 8.10 (Retail Sales of Tobacco Products) of the El Monte Municipal Code. Specifically, the Amendment will ban the sale of all flavored tobacco, including but not limited to, e-cigarettes and vape products. This will include flavors such as fruit, candy, sweet, vanilla and menthol/mint. However, it will not prohibit the sale of tobacco flavored products.

APPLICANT: City of El Monte

ENVIRONMENTAL DOCUMENTATION: 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.

PLACE OF PUBLIC HEARING: The City Council will hold a public hearing to receive testimony, orally and in writing, on the proposed Ordinance. The public hearing is scheduled for:

Date: Tuesday, March 17, 2020
Time: 7:00 p.m.
Place: El Monte City Hall East – City Council Chambers
91333 Valley Boulevard, El Monte, California 91731

Persons wishing to comment on the proposed Ordinance may do so orally or in writing at the public hearing or in writing prior to the meeting date. Written comments shall be sent to Jason Mikaelian; El Monte City Hall West; 11333 Valley Boulevard; El Monte, CA 91731 or at jmikaelian@elmonteca.gov. If you challenge the decision in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing. For further information regarding this application please contact Jason Mikaelian at (626) 258-8626. Monday through Thursday, except legal holidays, between the hours of 7:00 a.m. and 5:30 p.m.

Published on: Saturday, March 7, 2020

City of El Monte
Catherine A. Eredia, City Clerk

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF MARCH 17, 2020

March 2, 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 DE-OBLIGATE FUNDS FROM THE 2009 METRO CALL FOR PROJECTS FOR THE RAMONA CORRIDOR TRANSIT CENTER ACCESS PROJECT – CML-5210(022)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. De-obligate $2,241,200 of CML – 5210(022) funds from the 2009 METRO Call for Projects that were authorized for this project; and

2. Approve to reimburse the California Department of Transportation in the amount of $39,471.65 from the EB5 Fund account.

BACKGROUND

The Ramona Corridor Transit Center Access Project (Ramona Bus Tunnel) is a project that was initiated through the 2009 METRO Call for Projects. The project consisted of constructing a new underpass structure with eastern approaches on Ramona Boulevard and direct access to the new El Monte Transit Center on the west.

On April 7, 2009, the City Council adopted Resolution No. 9007 authorizing the submission of an application for the 2009 METRO Call for Projects for the Ramona Corridor Transit Center Access Project (Project). The project consists of a bus tunnel along Ramona Avenue that crosses under Santa Anita Avenue and connects directly to the lower level of METRO's El Monte Bus Station.

The Project was selected for funding in the amount of $7,651,000, or fifty percent (50%) of the preliminary project cost estimate as presented in the Project Study Report Equivalent (PSRE) dated April 21, 2009 (Attachment C). The grant also requires fifty percent (50%) local matching funds. On December 20, 2011, the City Council adopted Resolution No. 9242 authorizing the execution of Letter of Agreement (LOA) between

the Los Angeles County Metropolitan Transportation Authority (METRO) and the City for the grant. The LOA was executed in March 2012 securing the METRO grant funds and committing the local matching funds.

On November 16, 2012, the City obtained the E-76/Authorization to Proceed with Preliminary Engineering (PE) Phase for the design of the project. The E-76 for PE authorization was for $2,241,200; inclusive of the City's match of $1,120,600. Prior to initiating the design, the City hired Evan Brooks & Associates to prepare alternatives for construction. The analysis concluded that the construction estimate was approximately $30 million. The original estimate to construct the underpass was approximately $15 million.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City does not have enough funds to meet the local match requirement or the excess local funds to construct the project. On May 17, 2019, the City formally requested a cancellation on the project from the Los Angeles County Metropolitan Transportation Authority due to the City inability to meet the local match or excess local funds to construct the project. Since Federal funds were assigned to this project, it required coordination with Caltrans to program the funds. During the preliminary phase of the project the City submitted three (3) reimbursement requests to Caltrans.

The first reimbursement request included reimbursable work performed by City staff. The second and third reimbursement requests included the preparation of the Ramona Bus Tunnel Alternatives Analysis conducted by Evan Brooks & Associates. The reimbursement total is $39,471.65. See the table below.

Reimbursed Payments from Caltrans			
Invoice Number	**Date Payment Received**	**Reimbursement Amount**	**Work Description**
1	11/14/2013	$ 2,821.75	Public Works - Engineering Staff Time
2	12/15/2016	$ 35,189.90	Evan Brooks & Associates: Preparation of Ramona Bus Tunnel Alternatives Analysis
3	11/9/2017	$ 1,460.00	Evan Brooks & Associates: Preparation of Ramona Bus Tunnel Alternatives Analysis
	Total	**$ 39,471.65**	

In order to complete the de-obligation of the project, the City must reimburse $39,471.65 to the California Department of Transportation.

FISCAL IMPACT/FINANCING

It is requested that the City Council allocate $39,471.65 from the EB5 Fund (account number 300-03-840-6352) in order to reimburse the California Department of Transportation.

CONCLUSION

It is recommended that the City Council approve the de-obligation of $2,241,200 of CML-5210(022) funds that were authorized for this project; and authorize staff to process the necessary paperwork and reimburse the California Department of Transportation $39,471.65.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

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

DATE: March 17, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF MARCH 17, 2020

March 2, 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 CONTRACT TO WATERWORKS TECHNOLOGY, INC. IN THE AMOUNT NOT-TO-EXCEED $123,300 FOR ASSESSMENT AND INVESTIGATION OF PRIVATE SEWER LATERALS FOR REALIGNMENT OF SEWER MAIN BETWEEN NEVADA AVENUE AND BODGER STREET - CIP NO. 005

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve to award a contract to Waterworks Technology, Inc. to complete an assessment and investigation of private sewer laterals for realignment of sewer main between Nevada Avenue and Bodger Street services for an amount of $107,250; and
2. Consider and approve an appropriation for a not-to-exceed amount of $123,300, which includes a contract amount of $107,250 to Waterworks Technology, Inc. and a fifteen percent (15%) contingency of $16,050; and
3. Authorize the City Manager, or her designee, to execute a Contract Service Agreement with Waterworks Technology, Inc.

BACKGROUND

The City of El Monte is in the process of replacing the aging sewer pipeline and manholes on Nevada Avenue and Bodger Street. The 93-year-old pipelines are located in private backyard easements, which are difficult for the City to properly access and maintain. The limited access increases the risk of blockages in the system and sewer spills in the area. Through this project, the City will be relocating new sewer pipes in public streets and reduce the risk of sewer system blockages.

The City is planning to construct a new sewer main in the streets in order to improve

accessibility, which means that the sewer main replacement project will also include abandoning the existing sewer main and reconstruction/relocation of each private sewer service to connect to the new main in the street.

Prior to beginning construction, an assessment/investigation is required to determine the options for private sewer lateral relocations. There are 143 properties that are expected to require modification of their private sewer service in this area.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Staff requested and received quotes from three (3) qualified companies that could perform the work. All quotes were reviewed and Waterworks Technology, Inc. (Waterworks Technology) was identified as the lowest responsive bidder.

Waterworks Technology, Inc.	$107,250
United Engineering	$114,400
GAL Industries	$114,543

It is staff's recommendation to award Waterworks Technology a contract for an assessment and investigation of private sewer laterals for realignment of sewer main between Nevada Avenue and Bodger Street.

FISCAL IMPACT/FINANCING

On August 29, 2019, the City Council approved the project budget for CIP No. 005 under the FY 2019-20 Capital Improvement Program in the amount of $1,200,000.

Funding Source	Budgeted Amount
Sewer Fund	$1,200,000

Staff is requesting an appropriation for a not-to-exceed amount of $123,300 from account number 650-67-005-8211 ($107,250 Waterworks Technology contract plus a fifteen percent (15%) contingency of $16,050). The contingency will be utilized only by the approval of the City Manager, or her designee, for unforeseen expenditures.

CONCLUSION

It is recommended that the City Council consider and award a contract to Waterworks Technology, Inc. to complete an assessment and investigation process for a not-to-exceed amount of $123,300; and authorize the City Manager, or her designee, to execute the agreement.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

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

Attachment:
1. Scope of Work
2. Bids
3. Waterworks Technology, Inc. Agreement

DATE: MARCH 17, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

Attachment 1
SEWER LATERAL INVESTIGATIONS FOR THE NEVADA AVENUE AND BODGER STREET AREA SEWER SYSTEM

BACKGROUND

The City of El Monte is in the process of preparing construction documents for relocation of sewer mains in the Nevada Avenue and Bodger Street area. The existing sewer main is currently aligned in the backyards between homes, through an existing easement that is not readily accessible. The City is planning to construct a new sewer main in the streets in order to improve accessibility. The sewer main replacement project also includes abandoning the existing sewer main and reconstruction/relocation of each private sewer service to connect to the new main in the street. Figure 1, attached, illustrates the proposed sewer main replacement project currently in progress.

Prior to completing the sewer main replacement project, the City has determined that field investigations will be needed to assess the options for private sewer lateral relocations. There are 143 properties that are expected to require modification of their private sewer service in this area. The intent of this contract is to locate each existing sewer lateral pipe in the yards of the private properties, determine the best location to connect to that pipe, and identify a constructible alignment from the point of connection to the new main in the street.

SCOPE OF WORK

1. <u>DETERMINE THE NUMBER OF EXISTING ACTIVE SERVICE CONNECTIONS</u>
   An investigation of up to 143 properties will be needed to determine how many existing sewer service laterals connect to the existing gravity main that is proposed for abandonment. Attached as Appendix A is a list of properties that require investigation. Appendix B contains Drawings C-16, C-17, and C-18 showing the project area and a map of the properties. Many properties are known to have sewer laterals connecting to the existing main to be abandoned. Some properties are in question and it is not clear if the property has any active sewer laterals that will need to be relocated. Some properties include accessory structures which may or may not have a separate lateral connected to the sewer system. All structures with a sewer connection shall be identified for each property and the total number of lateral connections to the sewer main shall be determined.

2. <u>LOCATE THE ALIGNMENT OF EXISTING SEWER LATERAL PIPES</u>
   For each structure connected to the sewer and each existing lateral found, the alignment shall be identified from where it leaves the structure to the existing sewer main. The existing alignments shall be located using non-intrusive methods, e.g., by running a pipe locator thru the lateral, or other similar means.

3. <u>DETERMINE CONNECTION POINT AND ALIGNMENT ALTERNATIVES FOR NEW LATERALS</u>
   Identify the best location to connect to the existing lateral pipe and at least one (1) constructible alignment for the new lateral to the proposed sewer main in the street. The proposed connection point shall be potholed to confirm the horizontal and vertical location of the existing

lateral. The following parameters shall be considered when determining a connection point and alignment:

- No impacts or damage to the existing structures shall be caused by locating or connecting to the lateral, or as a result of construction of the new sewer service.
- Minimize impacts to hardscape (e.g. concrete, brick, pavers, walls), and trees and large shrubs.
- Avoid impacts to other utilities on the site, such as waterlines, gas lines, electrical or telephone/cable lines. Relocation of existing utilities, if determined feasible by the owner, is acceptable if it would reduce impacts compared to other alignment alternatives. Any relocations that cannot be avoided shall be identified on the lateral relocation drawings.
- Minimize the distance between the connection point and the new sewer main in the street to minimize the length of the new lateral.
- If possible, the connection point shall be within 2 feet of the existing ground surface, or as shallow as possible. The City would like to avoid deeper connections if feasible in order to minimize the depth of the lateral once it reaches the street.
- Where there are multiple structures with sewer services on the same property, all services shall be located and a new alignment determined. Where multiple service laterals exist on a property, they shall connect to each other at the closest feasible location, and only a single lateral shall extend to the new sewer main.
- For some properties, it may be feasible to align the new sewer service on either side of the house without substantially increasing the length of the alignment. Where this is the case, and the major difference between the alternative alignments is the extent/significance of the impacts, at least two (2) alignments shall be identified so the City can consider the alternatives.
- Where properties are on the corner of two streets, at least two (2) alignments shall be identified: one (1) alignment shall extend to the street on which the home is addressed (e.g., the lateral for 3106 Gage Street shall extend to the main in Gage Street), and a second alignment shall extend to the nearest point of connection if that alignment is shorter or less impactful (e.g., the lateral for 3106 Gage Street is shorter if it connected to a main on Bodger Street).

4. <u>PHOTO DOCUMENTATION</u>

   For each new lateral alignment, provide photos of existing conditions along the entire length of the alignment. Photos shall be of sufficient quantity and quality, minimum 8-megapixels, to show proper detail for documentation of existing conditions that may affect the cost and consideration of the alternative. Photos shall be provided on a flash drive as JPEG files, with filenames that clearly delineate the associated property address and alternative number.

5. <u>QUANTIFY THE IMPACTS FOR EACH IDENTIFIED ALIGNMENT</u>

   Where multiple alignments on the same property are found to be feasible, quantify the impacts of all alternatives for comparison. Impacts shall be quantified from the connection point(s) to existing laterals, throughout the entire new alignment extending to the centerline of the street.

   - Impacts such as asphalt paving and grass should be quantified by the lineal feet of alignment passing through that item.
   - Trees and shrubs shall be quantified per shrub or tree impacted. Trees and shrubs shall be considered impacted if they would require pruning, trimming, or removal, or if construction of the new service would impact the root zone such that the health of the

shrub or tree may be affected. Indicate the size and species of trees and shrubs impacted. Trees shall be considered impacted if the alignment passes thru the dripline of the tree. In these cases, the distance from the trunk of the tree to the lateral alignment shall be noted.

- Impacts to decorative paving or other site improvements where a trench line cannot be easily repaired, if unavoidable, shall be quantified by the most appropriate unit for the item in question, e.g., brick paving shall be quantified by the square foot which must be replaced to restore or improve the aesthetic character of the paving. Concrete driveways or concrete surfaces shall be replaced to the full width or to the nearest joint that would restore or improve the aesthetics of the property. Impacts to concrete shall be quantified per square foot. Restoration and surface improvement replacements shall be shown on dimensioned drawings.

6. DELIVERABLES

Deliverables shall include at a minimum:

- A detailed dimensioned drawing for each property noting the existing structure, existing lateral alignment, proposed connection and lateral alignment, and the extent of any items potentially impacted, at a minimum within 5' of the centerline of the alignment.
- Photographs documenting existing conditions as specified above.
- A spreadsheet tabulating the following information, at a minimum:
  - Address of the property
  - Number of existing laterals
  - Total length of new lateral pipe (separate total for each alternative where multiple alignments are feasible)
  - Depth of existing lateral(s) at the proposed connection to the new lateral
  - Number and type of trees or shrubs impacted (disturbance in the roots below the canopy)
  - Quantities of surface improvements to be replaced for each new lateral alignment alternative. Quantities shall be in units most appropriate for the items to be replaced.
  - Reference to the dimensioned drawing number for that property.
  - Provide recommendations for practical construction techniques to install the sewer lateral to the front of the property with minimal impact to the property.

7. COORDINATION AND NOTIFICATION NECESSARY FOR PROPERTY ACCESS

Coordinate with all property owners for access to complete the work. Notifications shall be mailed to the resident one week ahead of time with contact information for residents to call if needed. City will proceed door to door to gain right to access property.

Gal Industries

February 17, 2020

In response to your request we are submitting our proposal to perform an investigation of your current sewer lateral with the intent to provide you pertinent information which will allow you to cost out the needed sewer lateral repairs for the 143 homes in your scope of work.

In consideration of the attached Scope of work you provided, we have estimated the time and materials needed to conduct this work/research below. Please be advised that our proposal is based on 5 working days per week, no weekends or holiday work. This proposal shall be under the direction of your scope of work with specific references to drawings C16/17 & 18 inclusively. We understand that All Sections of the proposal are to be adhered to and followed as specified.

Project cost and timeline:
Mobilization: equipment and field labor.
Estimated 50 days to complete field work.
Rate per home $801.00 X143 = $114,543.00

33569 NANDINA LANE, MURRIETA CA 92563
T 951-965-2717

UNITED
ENGINEERING &
CONSTRUCTION INC.

February 3, 2020

RE: SEWER LATERAL INVESTIGATIONS FOR THE NEVEDA AVENUE AND BODGER STREET AREA SEWER SYSTEM

Dear Bret

United Engineering and Construction, Inc. is presenting you with this proposal letter to prepare an investigation of up 143 properties. This investigation will encompass identifying sewer service laterals to be connected to the existing gravity main based on Appendix A & B and drawing C-16,C17 and C-18 of the scope of work provided to us.

The scope of work being considered is listed below:

1. *Locate the Number of Existing Active Service Connections.*
2. *Determine Connection Point and Alignment Alternatives for New Laterals.*
3. *Photos and Documentation.*
4. *Quantify the Impacts for Each Identified Alignment.*

Please be advised that any major change and/or revision to the scope of work will be subject to further fee agreement that is not included here. We estimated the raw cost of our services as follows;

143 homes @ $825ea = $117,975.
Should you have any question, please do not hesitate to contact me at (714) 404-1000.

Best Regards,

Reza Fard
Reza Fard

336 N. Central Ave., Suite 10A • Glendale, California 91203 • Tel.: (818) 662-8055 Fax: (818) 662-8054

Waterworks Technology, Inc.

2415 S. Westboro Ave., Alhambra, CA 91803 Tel: 888-277-4677

SEWER LATERAL INVESTIGATION PROPOSAL FOR THE
NEVEDA AVENUE AND BODGER STREET AREA SEWER SYSTEM
City of El Monte
February 3, 2020

WATERWORKS TECHNOLOGY, INC
2415 S. Westboro Ave.
Alhambra, CA 91803
Tel: 888-277-4677

Mr. Bret Kadel, Utility Manager
City of El Monte
Department of Public Works
11333 Valley Boulevard
El Monte, CA 91731-3293

We understand that the City of El Monte is in the process of preparing construction documents for relocation of sewer mains in the Nevada Avenue and Bodger Street area. The existing sewer main is currently aligned in the backyards between homes, through an existing easement that is not readily accessible. The City is planning to construct a new sewer main in the streets in order to improve accessibility, which means that the sewer main replacement project will also include abandoning the existing sewer main and reconstruction/relocation of each private sewer service to connect to the new main in the street.

Prior to beginning construction an assessment/investigation is required to determine the options for private sewer lateral relocations. There are 143 properties that are expected to require modification of their private sewer service in this area.

Waterworks Technology is pleased to submit this proposal letter for the site investigations for sewer laterals from Nevada Avenue and Bodger Street. This investigation will encompass identifying sewer service laterals to be connected to the existing gravity main based on Appendix A & B and drawing C-16, C17 and C-18 of the scope of work provided to us. The proposal is based on the detailed work to locate each existing sewer lateral pipe in the yards of the private properties, determine the best location to connect to that pipe, and identify a constructible alignment from the point of connection to the new main in the street.

Cornell Gillenwater
Waterworks Technology, Inc.
Owner/Operator

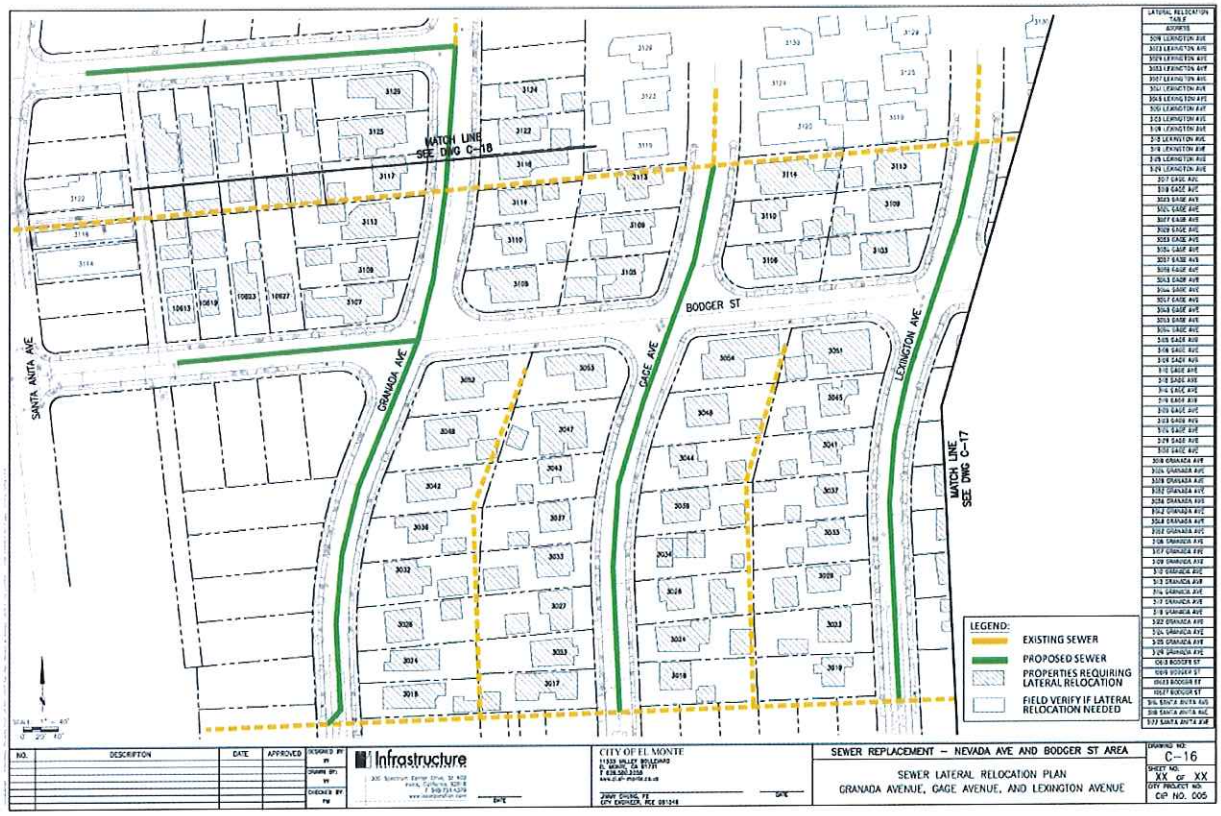
February 3, 2020

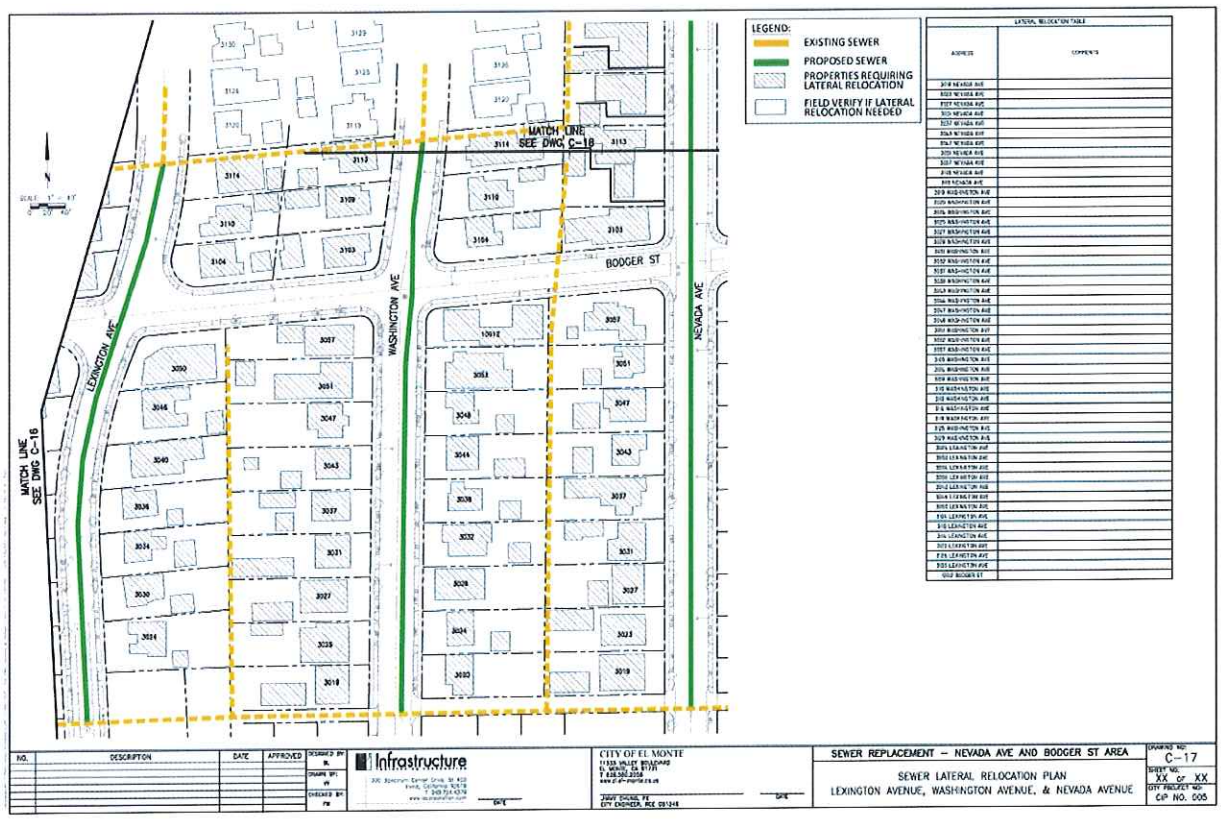
LEGEND:
EXISTING SEWER
EXISTING ABANDONED SEWER
EXISTING SEWER TO BE REPLACED/ABANDONED
EXISTING LACSD SEWER
EXISTING SEWER MH
EXISTING ABANDONED SEWER MH
EXISTING SEWER MH TO BE ABANDONED
EXISTING SEWER MH TO BE REHABILITATED
PROPOSED SEWER - ALTERNATIVE 3
PROPOSED SEWER MH - ALTERNATIVE 3
MILDRED ST
N. SANTA ANITA AVE
LAURELHURST DR
GRANADA AVE
GAGE AVE
LEXINGTON AVE
WASHINGTON AVE
NEVADA AVE
TYLER AVE
BODGER ST
SOUTH SYSTEM CONNECTION POINTS
E. GARVEY AVE
FIGURE 1
CITY OF EL MONTE SEWER REPLACEMENT
NEVADA AVE AND BODGER STREET AREA (CIP No. 005)
Infrastructure

Appendix A

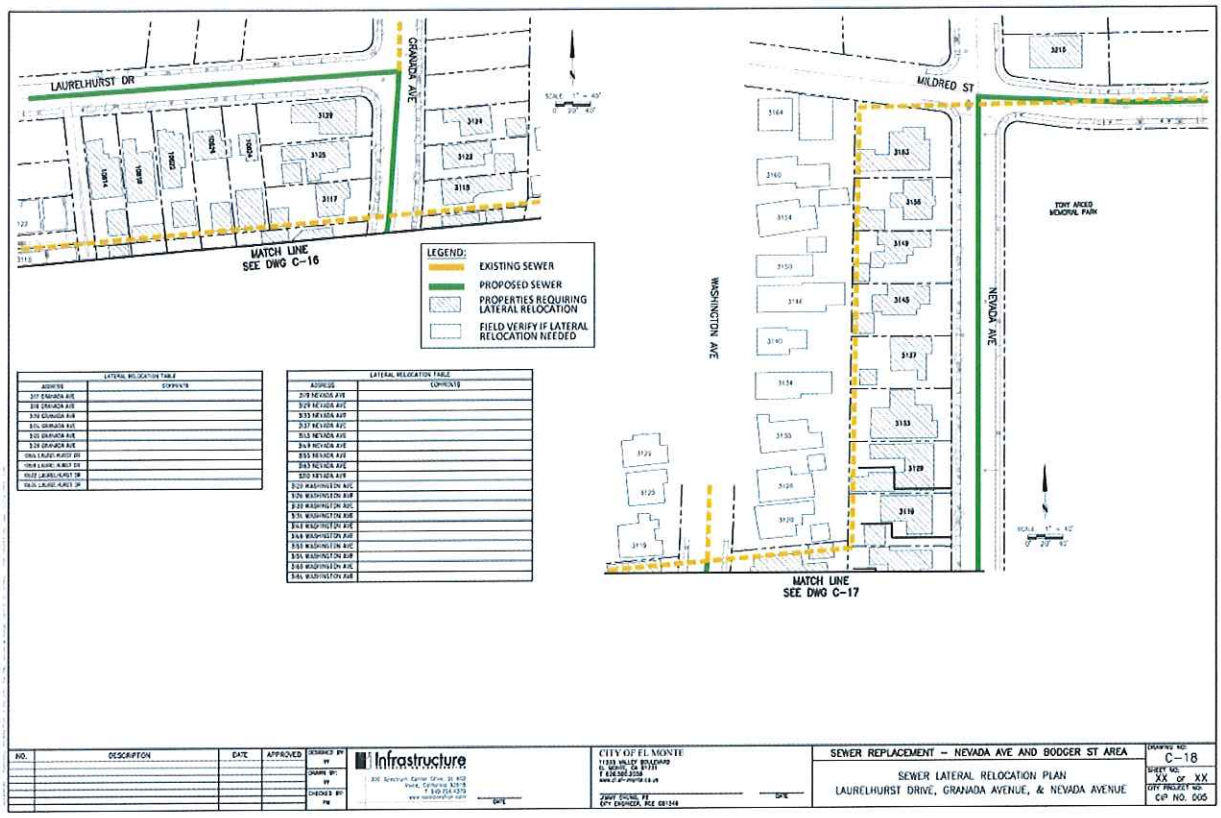
APPENDIX A
LIST OF PRIVATE PROPERTIES REQUIRING INVESTIGATION

PROPERTIES REQUIRING NEW SERVICE(S)						PROPERTIES TO BE FIELD VERIFIED IF NEW SERVICE(S) REQUIRED
3018 GRANADA AVE	3017 GAGE AVE	3019 LEXINGTON AVE	3019 WASHINGTON AVE	3019 NEVADA AVE	10613 BODGER ST	3119 GAGE AVE
3024 GRANADA AVE	3018 GAGE AVE	3023 LEXINGTON AVE	3020 WASHINGTON AVE	3023 NEVADA AVE	10619 BODGER ST	3120 GAGE AVE
3028 GRANADA AVE	3023 GAGE AVE	3024 LEXINGTON AVE	3024 WASHINGTON AVE	3027 NEVADA AVE	10623 BODGER ST	3123 GAGE AVE
3032 GRANADA AVE	3024 GAGE AVE	3029 LEXINGTON AVE	3025 WASHINGTON AVE	3031 NEVADA AVE	10627 BODGER ST	3124 GAGE AVE
3036 GRANADA AVE	3027 GAGE AVE	3030 LEXINGTON AVE	3027 WASHINGTON AVE	3037 NEVADA AVE	10912 BODGER ST	3129 GAGE AVE
3042 GRANADA AVE	3028 GAGE AVE	3033 LEXINGTON AVE	3028 WASHINGTON AVE	3043 NEVADA AVE	10614 LAURELHURST DR	3130 GAGE AVE
3048 GRANADA AVE	3033 GAGE AVE	3034 LEXINGTON AVE	3031 WASHINGTON AVE	3047 NEVADA AVE	10618 LAURELHURST DR	3119 LEXINGTON AVE
3052 GRANADA AVE	3034 GAGE AVE	3036 LEXINGTON AVE	3032 WASHINGTON AVE	3051 NEVADA AVE	10622 LAURELHURST DR	3120 LEXINGTON AVE
3106 GRANADA AVE	3037 GAGE AVE	3037 LEXINGTON AVE	3037 WASHINGTON AVE	3057 NEVADA AVE	10624 LAURELHURST DR	3125 LEXINGTON AVE
3107 GRANADA AVE	3038 GAGE AVE	3040 LEXINGTON AVE	3038 WASHINGTON AVE	3103 NEVADA AVE		3126 LEXINGTON AVE
3109 GRANADA AVE	3043 GAGE AVE	3041 LEXINGTON AVE	3043 WASHINGTON AVE	3113 NEVADA AVE		3129 LEXINGTON AVE
3110 GRANADA AVE	3044 GAGE AVE	3045 LEXINGTON AVE	3044 WASHINGTON AVE	3119 NEVADA AVE		3130 LEXINGTON AVE
3113 GRANADA AVE	3047 GAGE AVE	3046 LEXINGTON AVE	3047 WASHINGTON AVE	3129 NEVADA AVE		3119 WASHINGTON AVE
3114 GRANADA AVE	3048 GAGE AVE	3050 LEXINGTON AVE	3048 WASHINGTON AVE	3133 NEVADA AVE		3120 WASHINGTON AVE
3117 GRANADA AVE	3053 GAGE AVE	3051 LEXINGTON AVE	3051 WASHINGTON AVE	3137 NEVADA AVE		3125 WASHINGTON AVE
3118 GRANADA AVE	3054 GAGE AVE	3103 LEXINGTON AVE	3052 WASHINGTON AVE	3145 NEVADA AVE		3126 WASHINGTON AVE
3122 GRANADA AVE	3105 GAGE AVE	3104 LEXINGTON AVE	3057 WASHINGTON AVE	3149 NEVADA AVE		3129 WASHINGTON AVE
3124 GRANADA AVE	3106 GAGE AVE	3109 LEXINGTON AVE	3103 WASHINGTON AVE	3155 NEVADA AVE		3130 WASHINGTON AVE
3125 GRANADA AVE	3109 GAGE AVE	3110 LEXINGTON AVE	3104 WASHINGTON AVE	3163 NEVADA AVE		3134 WASHINGTON AVE
3129 GRANADA AVE	3110 GAGE AVE	3113 LEXINGTON AVE	3109 WASHINGTON AVE	3210 NEVADA AVE		3140 WASHINGTON AVE
	3113 GAGE AVE	3114 LEXINGTON AVE	3110 WASHINGTON AVE			3146 WASHINGTON AVE
	3114 GAGE AVE		3113 WASHINGTON AVE			3150 WASHINGTON AVE
			3114 WASHINGTON AVE			3154 WASHINGTON AVE
						3160 WASHINGTON AVE
						3164 WASHINGTON AVE
						3114 SANTA ANITA AVE
						3118 SANTA ANITA AVE
						3122 SANTA ANITA AVE


MATCH LINE SEE DWG C-18
MATCH LINE SEE DWG C-17
SANTA ANITA AVE
GRANADA AVE
GAGE AVE
BODGER ST
LEXINGTON AVE
LEGEND:
EXISTING SEWER
PROPOSED SEWER
PROPERTIES REQUIRING LATERAL RELOCATION
FIELD VERIFY IF LATERAL RELOCATION NEEDED
NO.
DESCRIPTION
DATE
APPROVED
Infrastructure
CITY OF EL MONTE
SEWER REPLACEMENT – NEVADA AVE AND BODGER ST AREA
SEWER LATERAL RELOCATION PLAN
GRANADA AVENUE, GAGE AVENUE, AND LEXINGTON AVENUE
C-16
XX OF XX
CIP NO. 005


MATCH LINE SEE DWG C-18
MATCH LINE SEE DWG C-16
LEXINGTON AVE
WASHINGTON AVE
NEVADA AVE
BODGER ST
LEGEND:
EXISTING SEWER
PROPOSED SEWER
PROPERTIES REQUIRING LATERAL RELOCATION
FIELD VERIFY IF LATERAL RELOCATION NEEDED
NO.
DESCRIPTION
DATE
APPROVED
Infrastructure
CITY OF EL MONTE
SEWER REPLACEMENT – NEVADA AVE AND BODGER ST AREA
SEWER LATERAL RELOCATION PLAN
LEXINGTON AVENUE, WASHINGTON AVENUE, & NEVADA AVENUE
C-17
XX OF XX
CIP NO. 005

Appendix B Cont'd



Scope of Work

1. DETERMINE THE NUMBER OF EXISTING ACTIVE SERVICE CONNECTIONS
    - Investigate up to 143 properties to determine how many existing sewer service laterals connect to the existing gravity main that is proposed for abandonment.
    - All structures with a sewer connection shall be identified for each property and the total number of lateral connections to the sewer main shall be determined.

2. LOCATE THE ALIGNMENT OF EXISTING SEWER LATERAL PIPES
    - The alignment will be identified from where it leaves the structure to the existing sewer main for each structure connected to the sewer and each existing lateral.

3. DETERMINE CONNECTION POINT AND ALIGNMENT ALTERNATIVES FOR NEW LATERALS
    - Identify the best location to connect to the existing lateral pipe and at least one (1) constructible alignment for the new lateral to the proposed sewer main in the street.
    - Potholing to confirm the horizontal and vertical location of the existing lateral.

4. PHOTO DOCUMENTATION
    - For each new lateral alignment, we will provide photos of existing conditions along the entire length of the alignment.
    - Photos shall be provided on a flash drive as JPEG files, with filenames that clearly delineate the associated property address and alternative number.

5. QUANTIFY THE IMPACTS FOR EACH IDENTIFIED ALIGNMENT
    - Where multiple alignments on the same property are found to be feasible, quantify the impacts of all alternatives for comparison. Impacts will be quantified from the connection point(s) to existing laterals, throughout the entire new alignment extending to the centerline of the street.

6. DELIVERABLES

    Deliverables will include at a minimum:
    - A detailed dimensioned drawing for each property noting the existing structure, existing lateral alignment, proposed connection and lateral alignment, and the extent of any items potentially impacted, at a minimum within 5' of the centerline of the alignment.
    - Photographs documenting existing conditions as specified above.
    - A spreadsheet tabulating the following information, at a minimum:
    - Address of the property
    - Number of existing laterals
    - Total length of new lateral pipe (separate total for each alternative where multiple alignments are feasible)
    - Depth of existing lateral(s) at the proposed connection to the new lateral

Scope of Work Cont'd...

- Number and type of trees or shrubs impacted
- Quantities of surface improvements to be replaced for each new lateral alignment alternative. Quantities shall be in units most appropriate for the items to be replaced.
- Reference to the dimensioned drawing number for that property

Please be advised that any major change and/or revision to the scope of work will be subject to further fee agreement that is not included here.

We estimated the raw cost of our services as follows:

Labor/Technicians	2-3
Houses per day	4
Trucks & equipment	2
Estimated completion	50 days
Rate per home @750.00 each	**$107,250.00**

2020
PROFESSIONAL SERVICES AGREEMENT
(Engagement: Sewer Lateral Investigations for the Nevada Avenue and Bodger Street Area Sewer System)
(Parties: Waterworks Technology, Inc. and City of El Monte)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2020 (hereinafter, the "Effective Date") by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and WATERWORKS TECHNOLOGY, INC., (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires field investigations to locate existing sewer lateral pipe in the yards of private properties, determine the best location to connect the pipes and identify a constructible alignment from the point of connection to the new main in the street; and

WHEREAS, CITY issued a Request for Quotes – Sewer Lateral Investigations for the Nevada Avenue and Bodger Street Area Sewer System; and

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

WHEREAS, the execution of this Agreement was approved by the El Monte City Council at its Regular Meeting of _____, 2020 under Agenda Item No. _____.

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

I.
ENGAGEMENT TERMS

1.1 SCOPE OF WORK:

Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Quotation of CITY entitled "Sewer Lateral Investigations for the Nevada Avenue and Bodger

Street Area Sewer System" (hereinafter, "City RFQ") and the written proposal of CONSULTANT entitled "Sewer Lateral Investigation Proposal for the Nevada Avenue and Bodger Street Area Sewer System" (hereinafter, the "Consultant Quote") dated February 3, 2020. The City RFQ and the Consultant Quote are attached and incorporated hereto as **Exhibit "A" and "B"** respectively. The term "Scope of Work" shall be a collective reference to the City RFQ and the Consultant Quote. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled City RFQ and the provisions of the document entitled Consultant Quote, the requirements of the document entitled City RFQ shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control

1.2 PROSECUTION OF WORK:

A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a Notice to Proceed. CONSULTANT shall complete the various tasks identified in the Scope of Work within the timeframes set forth in the Scope of Work and shall complete all of the Work within 30 days of issuance of the Notice to Proceed (the "Completion Date");

B. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date indicated in the Scope of Work. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;

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 Consultant Quote. The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the total budgeted aggregate sum of **ONE HUNDRED SEVEN THOUSAND TWO HUNDRED FIFTY DOLLARS ($107,250)** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first

approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

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

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

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

II.
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVE: The CITY hereby designates Braden Yu, Director

of Public Works, and his designees (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 Cornell Gillenwater, Owner, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee will supervise and direct the performance of the Work, using his best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative will constitute notice to CONSULTANT.

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

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

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

B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative;

C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;

D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.) CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;

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

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

G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

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

2.6 SUBSTITUTION OF KEY PERSONNEL: Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows:_____.

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

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

2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state 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.

2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. CONSULTANT shall also comply with all relevant provisions of CITY'S Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

III.
INSURANCE

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

A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage 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 shall have minimum limits of no less than Two Million Dollars ($2,000,000.00) per accident for bodily injury and

property damage.

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

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars ($2,000,000.00) per occurrence and will be endorsed to include contractual liability.

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

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

3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.

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

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

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

3.8 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.

3.9 ENFORCEMENT OF AGREEMENT PROVISIONS: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.

3.10 SPECIAL RISKS OR CIRCUMSTANCES. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV.
INDEMNIFICATION

4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should,

to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.

4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

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

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

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

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

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

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

V.
TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

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

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

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

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

CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.3, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

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

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

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

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

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

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

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

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

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

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

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

VI.
MISCELLANEOUS PROVISIONS

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

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

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

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

CONSULTANT:
Waterworks Technology, Inc.
2415 S. Westboro Ave.
Alhambra, CA 91803
Phone: 888-277-4677
Attn: Cornell Gillenwater

CITY:
City of El Monte
City Hall – West, 2nd Floor
11333 Valley Boulevard
El Monte, CA 91731
Phone: 626-580-2058
Attn: Braden Yu, Director of Public Works

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

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

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

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right

to employ other contractors in connection with the various projects worked upon by CONSULTANT.

6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

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

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

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

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

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

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

6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

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

(SIGNATURES ON NEXT PAGE)

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

CITY OF EL MONTE:

By:_____
Alma K. Martinez, City Manager

Date:_____

WATERWORKS TECHNOLOGY, INC.

By:_____

Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

By:_____
Richard Padilla, Assistant City Attorney

Date:_____

EXHIBIT "A"
CITY RFQ

SEWER LATERAL INVESTIGATIONS FOR THE NEVADA AVENUE AND BODGER STREET AREA SEWER SYSTEM

BACKGROUND

The City of El Monte is in the process of preparing construction documents for relocation of sewer mains in the Nevada Avenue and Bodger Street area. The existing sewer main is currently aligned in the backyards between homes, through an existing easement that is not readily accessible. The City is planning to construct a new sewer main in the streets in order to improve accessibility. The sewer main replacement project also includes abandoning the existing sewer main and reconstruction/relocation of each private sewer service to connect to the new main in the street. Figure 1, attached, illustrates the proposed sewer main replacement project currently in progress.

Prior to completing the sewer main replacement project, the City has determined that field investigations will be needed to assess the options for private sewer lateral relocations. There are 143 properties that are expected to require modification of their private sewer service in this area. The intent of this contract is to locate each existing sewer lateral pipe in the yards of the private properties, determine the best location to connect to that pipe, and identify a constructible alignment from the point of connection to the new main in the street.

SCOPE OF WORK

1. <u>DETERMINE THE NUMBER OF EXISTING ACTIVE SERVICE CONNECTIONS</u>
   An investigation of up to 143 properties will be needed to determine how many existing sewer service laterals connect to the existing gravity main that is proposed for abandonment. Attached as Appendix A is a list of properties that require investigation. Appendix B contains Drawings C-16, C-17, and C-18 showing the project area and a map of the properties. Many properties are known to have sewer laterals connecting to the existing main to be abandoned. Some properties are in question and it is not clear if the property has any active sewer laterals that will need to be relocated. Some properties include accessory structures which may or may not have a separate lateral connected to the sewer system. All structures with a sewer connection shall be identified for each property and the total number of lateral connections to the sewer main shall be determined.

2. <u>LOCATE THE ALIGNMENT OF EXISTING SEWER LATERAL PIPES</u>
   For each structure connected to the sewer and each existing lateral found, the alignment shall be identified from where it leaves the structure to the existing sewer main. The existing alignments shall be located using non-intrusive methods, e.g., by running a pipe locator thru the lateral, or other similar means.

3. <u>DETERMINE CONNECTION POINT AND ALIGNMENT ALTERNATIVES FOR NEW LATERALS</u>
   Identify the best location to connect to the existing lateral pipe and at least one (1) constructible alignment for the new lateral to the proposed sewer main in the street. The proposed connection point shall be potholed to confirm the horizontal and vertical location of the existing

lateral. The following parameters shall be considered when determining a connection point and alignment:

- No impacts or damage to the existing structures shall be caused by locating or connecting to the lateral, or as a result of construction of the new sewer service.
- Minimize impacts to hardscape (e.g. concrete, brick, pavers, walls), and trees and large shrubs.
- Avoid impacts to other utilities on the site, such as waterlines, gas lines, electrical or telephone/cable lines. Relocation of existing utilities, if determined feasible by the owner, is acceptable if it would reduce impacts compared to other alignment alternatives. Any relocations that cannot be avoided shall be identified on the lateral relocation drawings.
- Minimize the distance between the connection point and the new sewer main in the street to minimize the length of the new lateral.
- If possible, the connection point shall be within 2 feet of the existing ground surface, or as shallow as possible. The City would like to avoid deeper connections if feasible in order to minimize the depth of the lateral once it reaches the street.
- Where there are multiple structures with sewer services on the same property, all services shall be located and a new alignment determined. Where multiple service laterals exist on a property, they shall connect to each other at the closest feasible location, and only a single lateral shall extend to the new sewer main.
- For some properties, it may be feasible to align the new sewer service on either side of the house without substantially increasing the length of the alignment. Where this is the case, and the major difference between the alternative alignments is the extent/significance of the impacts, at least two (2) alignments shall be identified so the City can consider the alternatives.
- Where properties are on the corner of two streets, at least two (2) alignments shall be identified: one (1) alignment shall extend to the street on which the home is addressed (e.g., the lateral for 3106 Gage Street shall extend to the main in Gage Street), and a second alignment shall extend to the nearest point of connection if that alignment is shorter or less impactful (e.g., the lateral for 3106 Gage Street is shorter if it connected to a main on Bodger Street).

4. <u>PHOTO DOCUMENTATION</u>

   For each new lateral alignment, provide photos of existing conditions along the entire length of the alignment. Photos shall be of sufficient quantity and quality, minimum 8-megapixels, to show proper detail for documentation of existing conditions that may affect the cost and consideration of the alternative. Photos shall be provided on a flash drive as JPEG files, with filenames that clearly delineate the associated property address and alternative number.

5. <u>QUANTIFY THE IMPACTS FOR EACH IDENTIFIED ALIGNMENT</u>

   Where multiple alignments on the same property are found to be feasible, quantify the impacts of all alternatives for comparison. Impacts shall be quantified from the connection point(s) to existing laterals, throughout the entire new alignment extending to the centerline of the street.

   - Impacts such as asphalt paving and grass should be quantified by the lineal feet of alignment passing through that item.
   - Trees and shrubs shall be quantified per shrub or tree impacted. Trees and shrubs shall be considered impacted if they would require pruning, trimming, or removal, or if construction of the new service would impact the root zone such that the health of the

shrub or tree may be affected. Indicate the size and species of trees and shrubs impacted. Trees shall be considered impacted if the alignment passes thru the dripline of the tree. In these cases, the distance from the trunk of the tree to the lateral alignment shall be noted.

- Impacts to decorative paving or other site improvements where a trench line cannot be easily repaired, if unavoidable, shall be quantified by the most appropriate unit for the item in question, e.g., brick paving shall be quantified by the square foot which must be replaced to restore or improve the aesthetic character of the paving. Concrete driveways or concrete surfaces shall be replaced to the full width or to the nearest joint that would restore or improve the aesthetics of the property. Impacts to concrete shall be quantified per square foot. Restoration and surface improvement replacements shall be shown on dimensioned drawings.

6. DELIVERABLES

Deliverables shall include at a minimum:

- A detailed dimensioned drawing for each property noting the existing structure, existing lateral alignment, proposed connection and lateral alignment, and the extent of any items potentially impacted, at a minimum within 5′ of the centerline of the alignment.
- Photographs documenting existing conditions as specified above.
- A spreadsheet tabulating the following information, at a minimum:
  - Address of the property
  - Number of existing laterals
  - Total length of new lateral pipe (separate total for each alternative where multiple alignments are feasible)
  - Depth of existing lateral(s) at the proposed connection to the new lateral
  - Number and type of trees or shrubs impacted (disturbance in the roots below the canopy)
  - Quantities of surface improvements to be replaced for each new lateral alignment alternative. Quantities shall be in units most appropriate for the items to be replaced.
  - Reference to the dimensioned drawing number for that property.
  - Provide recommendations for practical construction techniques to install the sewer lateral to the front of the property with minimal impact to the property.

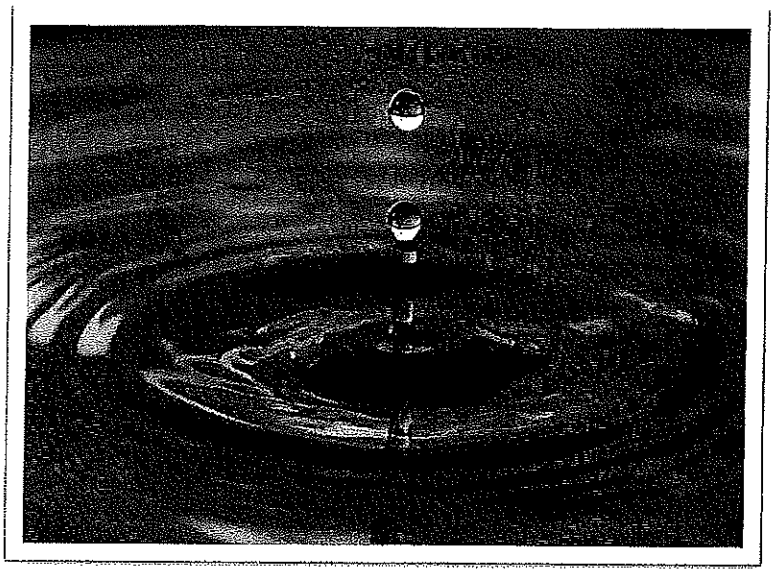
7. COORDINATION AND NOTIFICATION NECESSARY FOR PROPERTY ACCESS

Coordinate with all property owners for access to complete the work. Notifications shall be mailed to the resident one week ahead of time with contact information for residents to call if needed. City will proceed door to door to gain right to access property.

EXHIBIT "B"
CONSULTANT QUOTE

Waterworks Technology, Inc.

2415 S. Westboro Ave., Alhambra, CA 91803 Tel: 888-277-4677



SEWER LATERAL INVESTIGATION PROPOSAL FOR THE
NEVEDA AVENUE AND BODGER STREET AREA SEWER SYSTEM
City of El Monte
February 3, 2020

WATERWORKS
2415 S. Westboro Ave.
Alhambra, CA 91803
Tel: 888-277-4677

Mr. Bret Kadel, Utility Manager
City of El Monte
Department of Public Works
11333 Valley Boulevard
El Monte, CA 91731-3293

We understand that the City of El Monte is in the process of preparing construction documents for relocation of sewer mains in the Nevada Avenue and Bodger Street area. The existing sewer main is currently aligned in the backyards between homes, through an existing easement that is not readily accessible. The City is planning to construct a new sewer main in the streets in order to improve accessibility, which means that the sewer main replacement project will also include abandoning the existing sewer main and reconstruction/relocation of each private sewer service to connect to the new main in the street.

Prior to beginning construction an assessment/investigation is required to determine the options for private sewer lateral relocations. There are 143 properties that are expected to require modification of their private sewer service in this area.

Waterworks Technology is pleased to submit this proposal letter for the site investigations for sewer laterals from Nevada Avenue and Bodger Street. This investigation will encompass identifying sewer service laterals to be connected to the existing gravity main based on Appendix A & B and drawing C-16, C17 and C-18 of the scope of work provided to us. The proposal is based on the detailed work to locate each existing sewer lateral pipe in the yards of the private properties, determine the best location to connect to that pipe, and identify a constructible alignment from the point of connection to the new main in the street.

Cornell Gillenwater
Waterworks Technology, Inc.
Owner/Operator

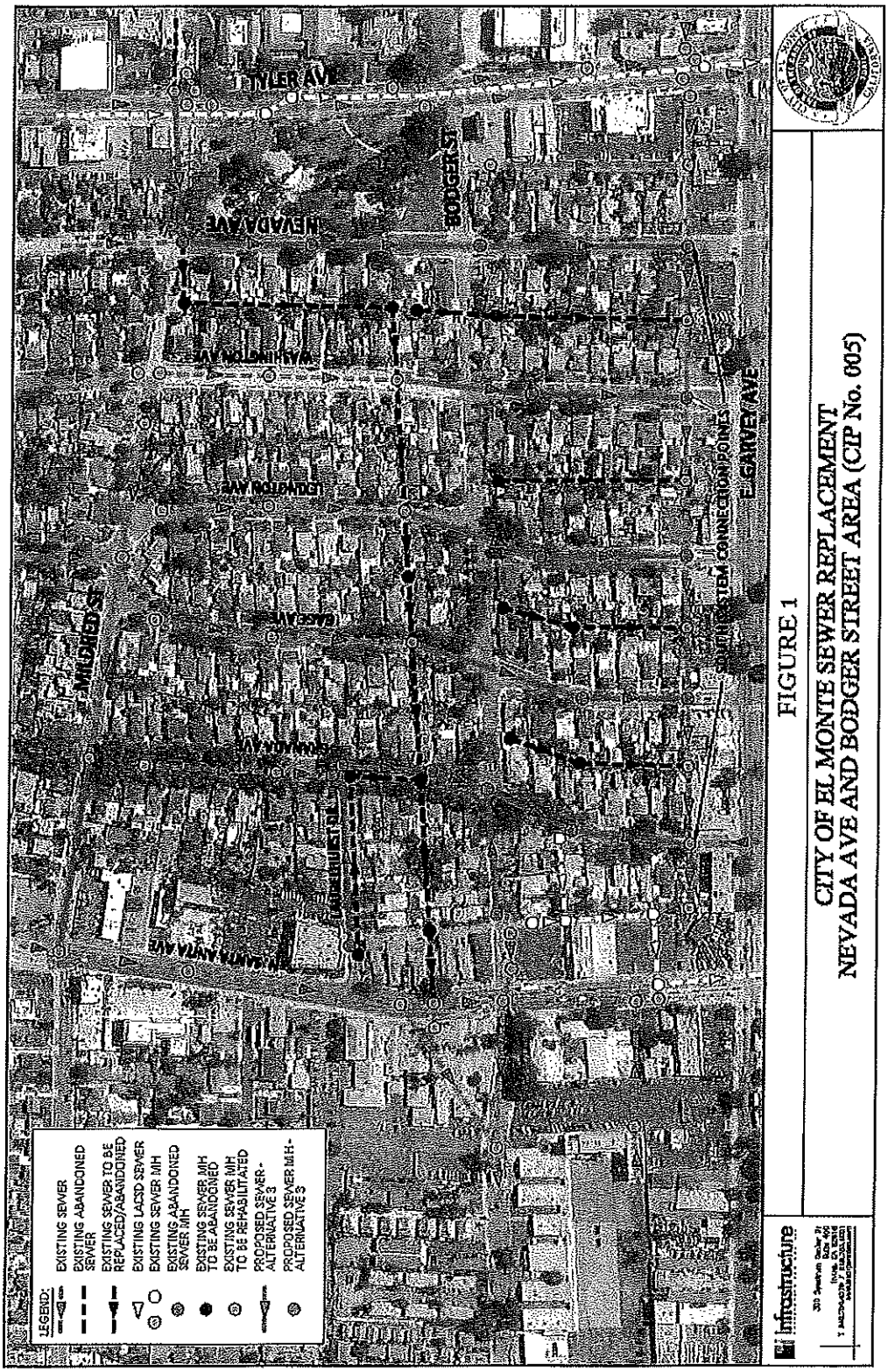


FIGURE 1

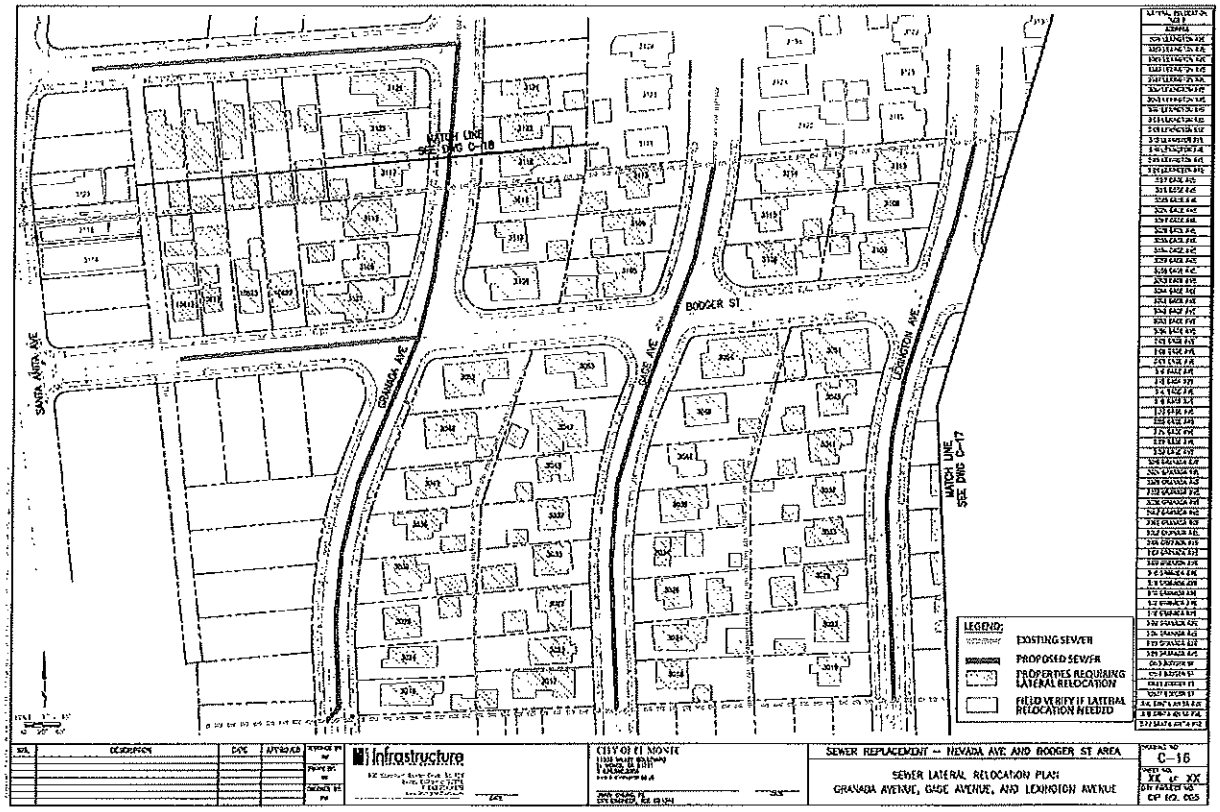
CITY OF EL MONTE SEWER REPLACEMENT
NEVADA AVE AND BODGER STREET AREA (CIP No. 605)

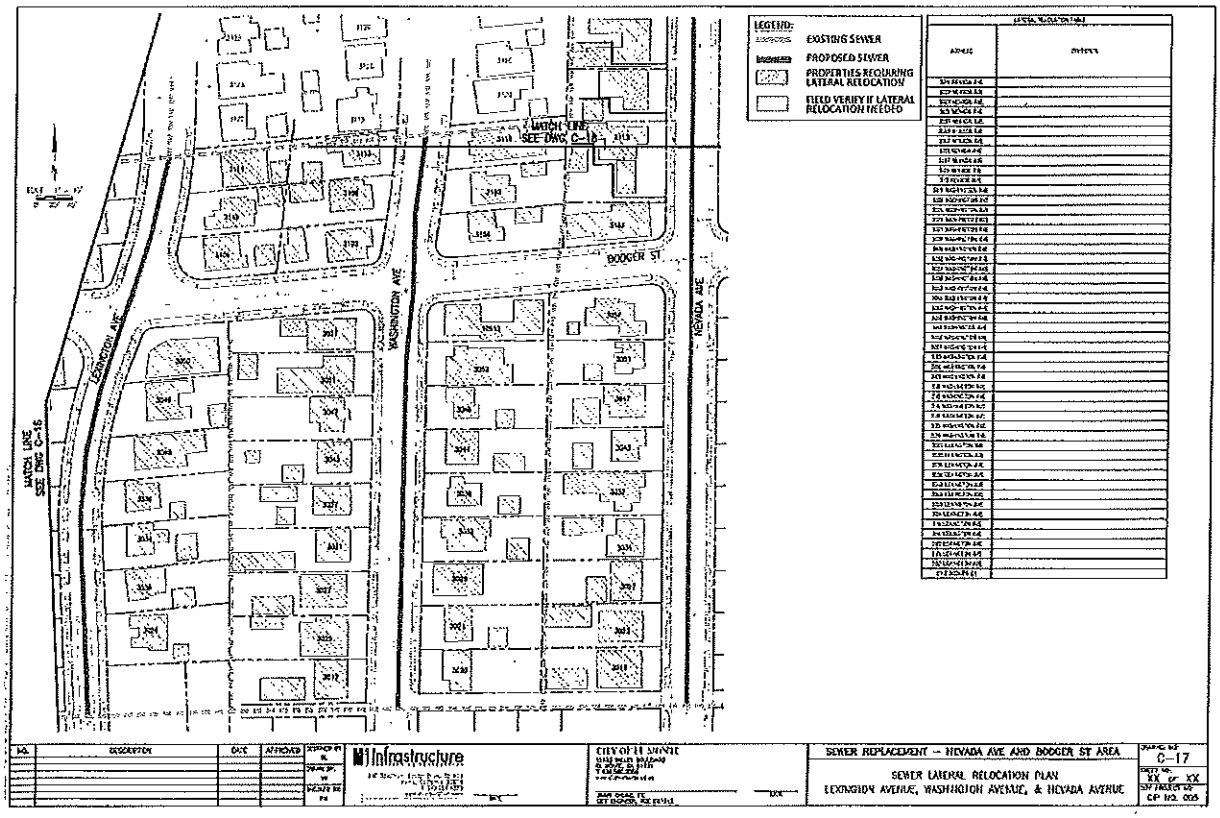
Appendix A

APPENDIX A

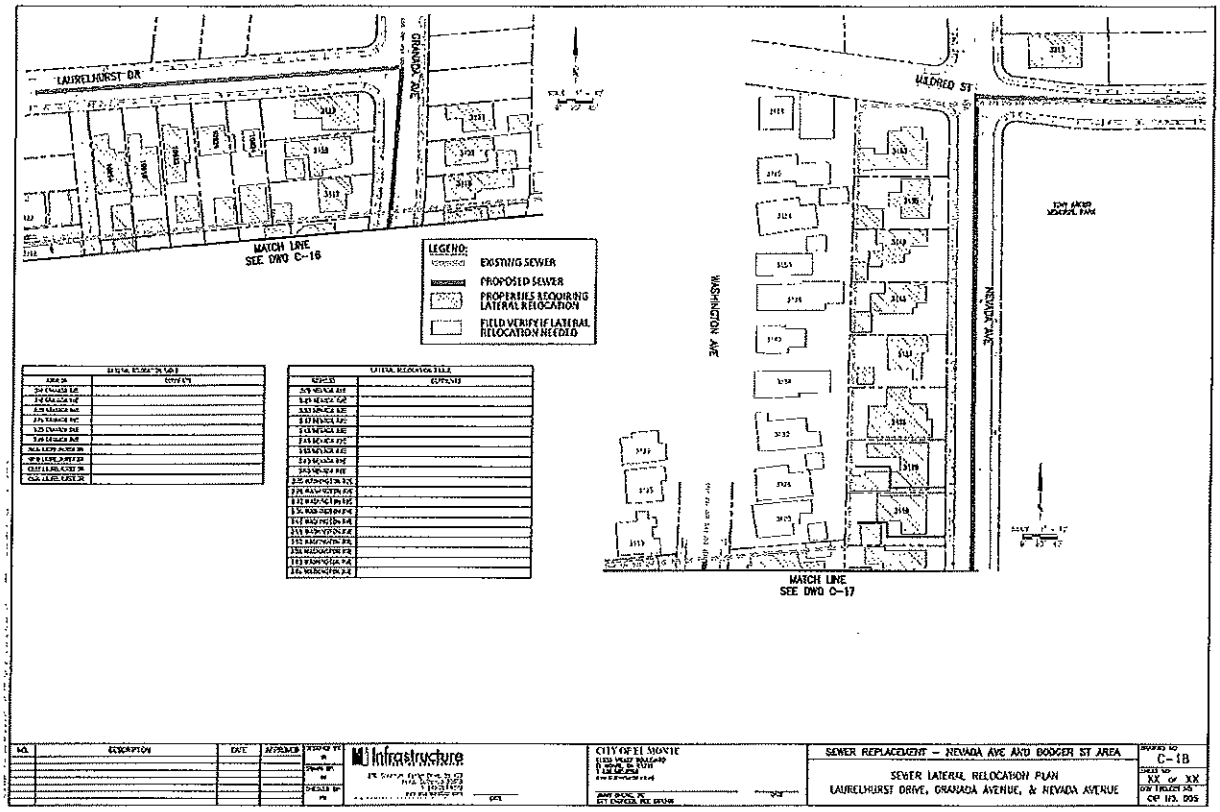
LIST OF PRIVATE PROPERTIES REQUIRING INVESTIGATION

PROPERTIES REQUIRING NEW SERVICE(S)						PROPERTIES TO BE FIELD VERIFIED IF NEW SERVICE(S) REQUIRED
3018 GRANADA AVE	3017 GAGE AVE	3019 LEXINGTON AVE	3019 WASHINGTON AVE	3019 NEVADA AVE	10613 BODGER ST	3119 GAGE AVE
3024 GRANADA AVE	3018 GAGE AVE	3023 LEXINGTON AVE	3020 WASHINGTON AVE	3023 NEVADA AVE	10619 BODGER ST	3120 GAGE AVE
3028 GRANADA AVE	3023 GAGE AVE	3024 LEXINGTON AVE	3024 WASHINGTON AVE	3027 NEVADA AVE	10623 BODGER ST	3123 GAGE AVE
3032 GRANADA AVE	3024 GAGE AVE	3029 LEXINGTON AVE	3025 WASHINGTON AVE	3031 NEVADA AVE	10627 BODGER ST	3124 GAGE AVE
3036 GRANADA AVE	3027 GAGE AVE	3030 LEXINGTON AVE	3027 WASHINGTON AVE	3037 NEVADA AVE	10912 BODGER ST	3129 GAGE AVE
3042 GRANADA AVE	3028 GAGE AVE	3033 LEXINGTON AVE	3028 WASHINGTON AVE	3043 NEVADA AVE	10614 LAURELHURST DR	3130 GAGE AVE
3048 GRANADA AVE	3033 GAGE AVE	3034 LEXINGTON AVE	3031 WASHINGTON AVE	3047 NEVADA AVE	10618 LAURELHURST DR	3119 LEXINGTON AVE
3052 GRANADA AVE	3034 GAGE AVE	3036 LEXINGTON AVE	3032 WASHINGTON AVE	3051 NEVADA AVE	10622 LAURELHURST DR	3120 LEXINGTON AVE
3106 GRANADA AVE	3037 GAGE AVE	3037 LEXINGTON AVE	3037 WASHINGTON AVE	3057 NEVADA AVE	10624 LAURELHURST DR	3125 LEXINGTON AVE
3107 GRANADA AVE	3038 GAGE AVE	3040 LEXINGTON AVE	3038 WASHINGTON AVE	3103 NEVADA AVE		3126 LEXINGTON AVE
3109 GRANADA AVE	3043 GAGE AVE	3041 LEXINGTON AVE	3043 WASHINGTON AVE	3113 NEVADA AVE		3129 LEXINGTON AVE
3110 GRANADA AVE	3044 GAGE AVE	3045 LEXINGTON AVE	3044 WASHINGTON AVE	3119 NEVADA AVE		3130 LEXINGTON AVE
3113 GRANADA AVE	3047 GAGE AVE	3046 LEXINGTON AVE	3047 WASHINGTON AVE	3129 NEVADA AVE		3119 WASHINGTON AVE
3114 GRANADA AVE	3048 GAGE AVE	3050 LEXINGTON AVE	3048 WASHINGTON AVE	3133 NEVADA AVE		3120 WASHINGTON AVE
3117 GRANADA AVE	3053 GAGE AVE	3051 LEXINGTON AVE	3051 WASHINGTON AVE	3137 NEVADA AVE		3125 WASHINGTON AVE
3118 GRANADA AVE	3054 GAGE AVE	3103 LEXINGTON AVE	3052 WASHINGTON AVE	3145 NEVADA AVE		3126 WASHINGTON AVE
3122 GRANADA AVE	3105 GAGE AVE	3104 LEXINGTON AVE	3057 WASHINGTON AVE	3149 NEVADA AVE		3129 WASHINGTON AVE
3124 GRANADA AVE	3106 GAGE AVE	3109 LEXINGTON AVE	3103 WASHINGTON AVE	3155 NEVADA AVE		3130 WASHINGTON AVE
3125 GRANADA AVE	3109 GAGE AVE	3110 LEXINGTON AVE	3104 WASHINGTON AVE	3163 NEVADA AVE		3134 WASHINGTON AVE
3129 GRANADA AVE	3110 GAGE AVE	3113 LEXINGTON AVE	3109 WASHINGTON AVE	3210 NEVADA AVE		3140 WASHINGTON AVE
	3113 GAGE AVE	3114 LEXINGTON AVE	3110 WASHINGTON AVE			3146 WASHINGTON AVE
	3114 GAGE AVE		3113 WASHINGTON AVE			3150 WASHINGTON AVE
			3114 WASHINGTON AVE			3154 WASHINGTON AVE
						3160 WASHINGTON AVE
						3164 WASHINGTON AVE
						3114 SANTA ANITA AVE
						3118 SANTA ANITA AVE
						3122 SANTA ANITA AVE


MATCH LINE
SEE DWG C-16
BODGER ST
SANTA ANITA AVE
GRANADA AVE
GADE AVE
LEXINGTON AVE
MATCH LINE
SEE DWG C-17
LEGEND:
EXISTING SEWER
PROPOSED SEWER
PROPERTIES REQUIRING LATERAL RELOCATION
FIELD VERIFY IF LATERAL RELOCATION NEEDED
Infrastructure
CITY OF EL MONTE
SEWER REPLACEMENT – NEVADA AVE AND BODGER ST AREA
SEWER LATERAL RELOCATION PLAN
GRANADA AVENUE, GADE AVENUE, AND LEXINGTON AVENUE
C-16
XX of XX
CP NO. 005


MATCH LINE
SEE DWG C-16
MATCH LINE
SEE DWG C-18
BODGER ST
LEXINGTON AVE
WASHINGTON AVE
NEVADA AVE
LEGEND:
EXISTING SEWER
PROPOSED SEWER
PROPERTIES REQUIRING LATERAL RELOCATION
FIELD VERIFY IF LATERAL RELOCATION NEEDED
Infrastructure
CITY OF EL MONTE
SEWER REPLACEMENT – NEVADA AVE AND BODGER ST AREA
SEWER LATERAL RELOCATION PLAN
LEXINGTON AVENUE, WASHINGTON AVENUE, & NEVADA AVENUE
C-17
XX of XX
CP NO. 005

Appendix B Cont'd



Scope of Work

1. DETERMINE THE NUMBER OF EXISTING ACTIVE SERVICE CONNECTIONS
    - Investigate up to 143 properties to determine how many existing sewer service laterals connect to the existing gravity main that is proposed for abandonment.
    - All structures with a sewer connection shall be identified for each property and the total number of lateral connections to the sewer main shall be determined.

2. LOCATE THE ALIGNMENT OF EXISTING SEWER LATERAL PIPES
    - The alignment will be identified from where it leaves the structure to the existing sewer main for each structure connected to the sewer and each existing lateral.

3. DETERMINE CONNECTION POINT AND ALIGNMENT ALTERNATIVES FOR NEW LATERALS
    - Identify the best location to connect to the existing lateral pipe and at least one (1) constructible alignment for the new lateral to the proposed sewer main in the street.
    - Potholing to confirm the horizontal and vertical location of the existing lateral.

4. PHOTO DOCUMENTATION
    - For each new lateral alignment, we will provide photos of existing conditions along the entire length of the alignment.
    - Photos shall be provided on a flash drive as JPEG files, with filenames that clearly delineate the associated property address and alternative number.

5. QUANTIFY THE IMPACTS FOR EACH IDENTIFIED ALIGNMENT
    - Where multiple alignments on the same property are found to be feasible, quantify the impacts of all alternatives for comparison. Impacts will be quantified from the connection point(s) to existing laterals, throughout the entire new alignment extending to the centerline of the street.

6. DELIVERABLES

    Deliverables will include at a minimum:
    - A detailed dimensioned drawing for each property noting the existing structure, existing lateral alignment, proposed connection and lateral alignment, and the extent of any items potentially impacted, at a minimum within 5' of the centerline of the alignment.
    - Photographs documenting existing conditions as specified above.
    - A spreadsheet tabulating the following information, at a minimum:
    - Address of the property
    - Number of existing laterals
    - Total length of new lateral pipe (separate total for each alternative where multiple alignments are feasible)
    - Depth of existing lateral(s) at the proposed connection to the new lateral

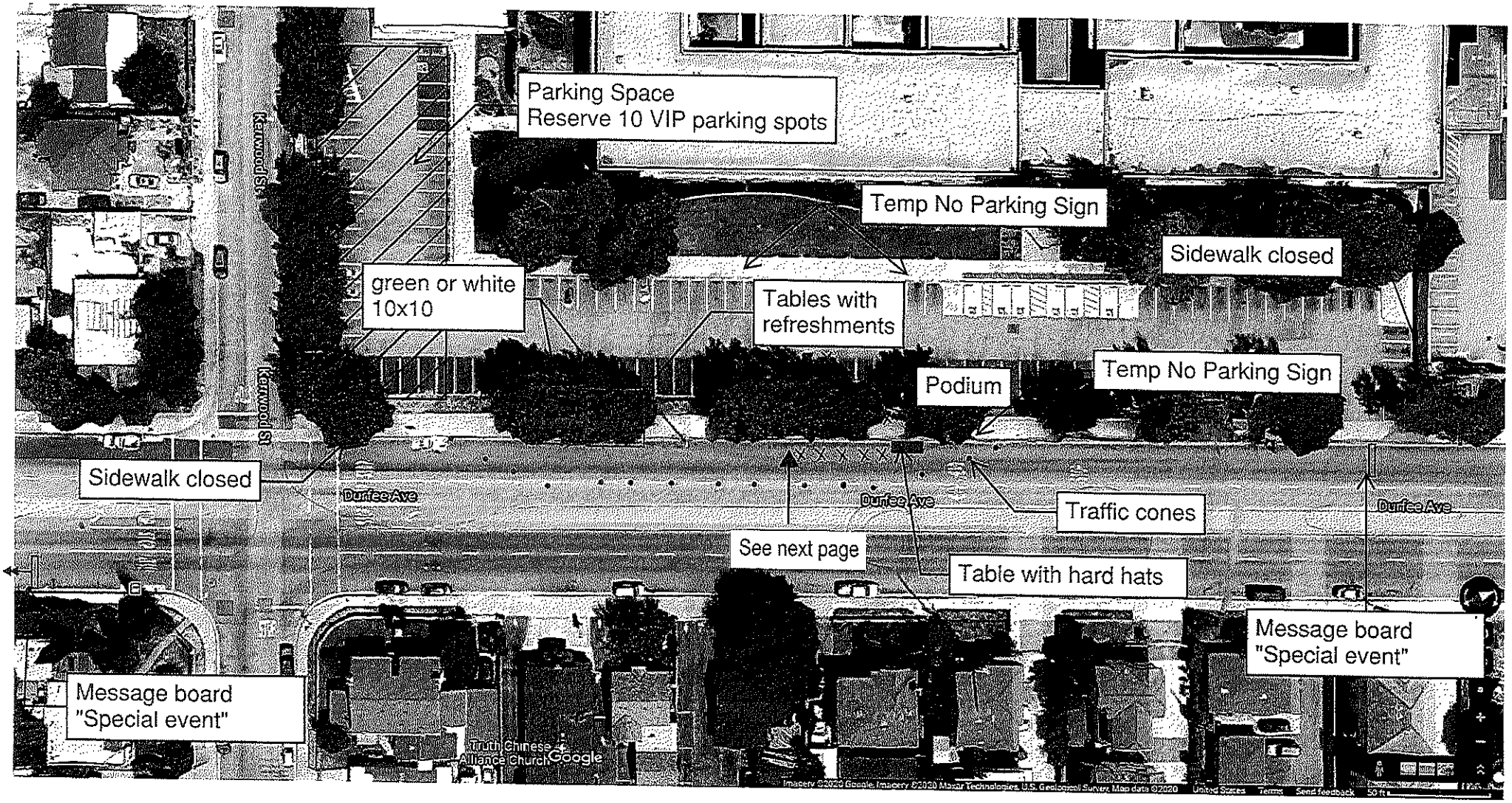
Scope of Work Cont'd...

- Number and type of trees or shrubs impacted
- Quantities of surface improvements to be replaced for each new lateral alignment alternative. Quantities shall be in units most appropriate for the items to be replaced.
- Reference to the dimensioned drawing number for that property

Please be advised that any major change and/or revision to the scope of work will be subject to further fee agreement that is not included here.

We estimated the raw cost of our services as follows:

Labor/Technicians	2-3
Houses per day	4
Trucks & equipment	2
Estimated completion	50 days
Rate per home @750.00 each	**$107,250.00**


Parking Space
Reserve 10 VIP parking spots
Temp No Parking Sign
Sidewalk closed
green or white
10x10
Tables with
refreshments
Podium
Temp No Parking Sign
Sidewalk closed
Traffic cones
See next page
Table with hard hats
Message board
"Special event"
Message board
"Special event"
Kenwood St
Kenwood St
Durfee Ave
Durfee Ave
Durfee Ave
Truth Chinese
Alliance Church
Google

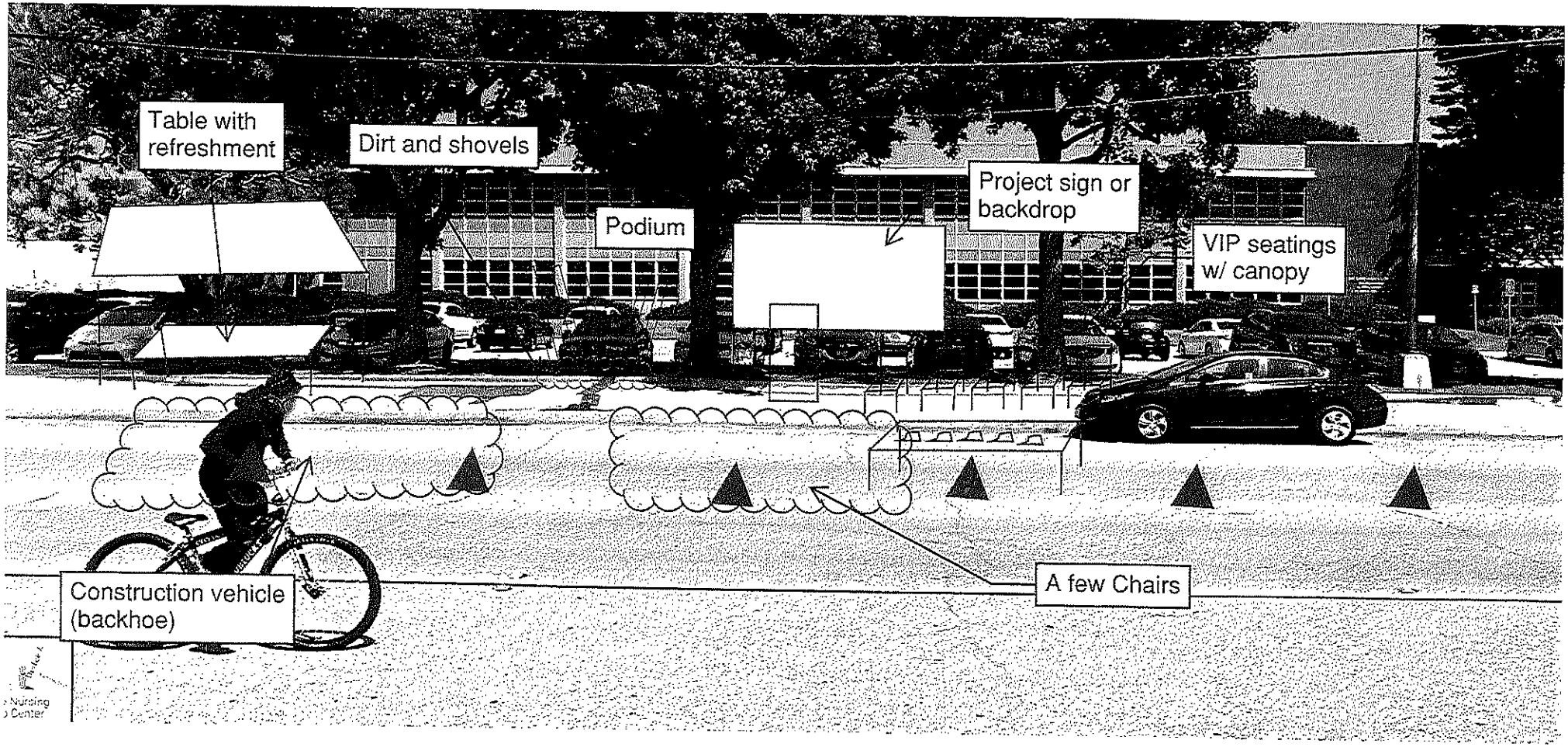


Table with refreshment
Dirt and shovels
Podium
Project sign or backdrop
VIP seatings w/ canopy
Construction vehicle (backhoe)
A few Chairs

CITY OF EL MONTE

PULIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF MARCH 17, 2020

March 2, 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 CONSTRUCTION CONTRACT TO BEST CONTRACTING SERVICES, INC FOR THE SENIOR CENTER ROOF IMPROVEMENT PROJECT, CIP NO. 550 FOR A NOT-TO-EXCEED AMOUNT OF $830,000

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and award a construction contract to Best Contracting Services for the Senior Center Roof Improvement Project, CIP No. 550 for an amount of $725,100 plus a contingency amount of $104,900 for a total not-to-exceed amount of $830,000; and

2. Authorize the City Manager, or her designee, to execute a Contract Services Agreement with Best Contracting Services, Inc.

BACKGROUND

The Department of Public Works is responsible for the roof maintenance of all El Monte public facilities. The standard regular roof maintenance on the City's public buildings consist of cleaning out the leaves and debris on the roofing surface areas; identifying immediate roof deficiencies and potential problems; and developing ongoing roof maintenance plan and schedule.

The El Monte Jack Crippen Multipurpose Senior Center is a 12,800 square-foot facility located at 3120 Tyler Avenue. This facility was constructed in 1974 and its roof is in need of rehabilitation. The roof condition of the Senior Center has deteriorated through the years, causing ponding, drainage, leakage problems, and dry rot. With the extreme weather and the existing deficiencies, staff is required to carry out repetitive and

ongoing roof maintenance. Often times, the Public Works Maintenance staff is required to add provisional protective measures such as patching and repairing roof leaks prior to every storm season. At 45, years old, the existing roofing is beyond repair and must be replaced despite many efforts to defer this complete overhaul.

The City of El Monte receives Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) for community development activities and projects that benefit low-income residents and funds were budgeted for FY 2019-20 to make improvements to the Senior Center Roof and Kitchen.

The City anticipated moving forward with the construction improvements of both projects this Fiscal Year; however, the Los Angeles Health Department requires that engineered plans be prepared and approved for the Senior Kitchen Renovations prior to initiating the bidding process. As such, the two (2) projects will need to be separated so the City can move forward with the Senior Center Roof Improvement Project, while the City continues working on the development plans and approvals of the Kitchen Project. The City anticipates requesting CDBG funds for the Kitchen Project in FY 21-22.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On February 10, 2020, the City published the notice of inviting sealed bids on the City's website and in the El Monte Examiner. On February 13, 2020, staff held its first mandatory pre-bid meeting. Due to low attendance, staff reached out to thirty (30) contractors by phone and/or email on February 20, 2020, and prepared the first addendum to hold a second mandatory pre-bid meeting. On February 25, 2020, staff held its second mandatory pre-bid meeting with the attendance of seven (7) contractors. On February 27, 2020, staff issued a second addendum. This addendum was to the provide clarification on the project's CIP Number from CIP 551 to CIP 550, to extend the bid opening date from March 3, 2020 to March 5, 2020 and provide revisions to the base bid and the additive bid items of the bid schedule. The additive bid items were separated from the base bid items to give the City the flexibility in awarding specific additive bid items based on funding availability.

Pursuant to HUD regulations competitively bidding process, the City is required to receive at least two (2) responsible bids. On March 5, 2020, the City Clerk's Office received two (2) competitive sealed bids which were publicly opened:

1. Best Contracting Services $ 725,100
2. 4 Seasons Roofing, Inc $ 869,461

The lowest responsible and responsive bidder was Best Contracting Services, Inc who submitted a base bid of $545,100 and an additive bid of $180,000 (Attachment 2) for a total of $725,100.

Staff is recommending the City Council award a construction contract to Best Contracting Services, Inc.

FISCAL IMPACT/FINANCING

On February 18, 2020, City Council approved the appropriation of $830,000 of CDBG funds for the Senior Center Reroof and Kitchen.

Funding Source	Budgeted Amount
CDBG	$830,000

The fund will be utilized for the roof improvements and funding will be budgeted in the future for the Kitchen Repair Project.

The staff requests that $725,100 for the contract with Best Contracting Services and a $104,900 contingency for a total not-to-exceed amount of $830,000 be allocated from CDBG (Account No. 220-67-550-8221). The contingency will be utilized only by the approval of the City Manager, or her designee, for unforeseen expenditures.

CONCLUSION

It is recommended that the City Council consider and approve an award for a construction contract to Best Contracting Services, Inc. for the Senior Center Roof Improvement Project, CIP 550 for an amount of $725,100 plus a contingency amount of $104,900 for a total not-to-exceed amount of $830,000; and authorize the City Manager, or her designee, to execute the respective agreements.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

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

Attachment 1: Project Budget
Attachment 2: Bid Package

DATE: March 17, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING OF MARCH 17, 2020

ATTACHMENT 1

SENIOR CENTER ROOF IMPROVEMENT PROJECT, CIP 550

PROJECT BUDGET

Project Activity	Previously Awarded	Requested	Total
Construction Contract	$ -	$ 725,100	**$ 725,100**
14% Contingency - Construction	$ -	$ 104,900	**$ 104,900**
TOTAL PROJECT BUDGET	**$ -**	**$ 830,000**	**$ 830,000**

Funding Category	Previously	Requested	Total
CDBG	$ 830,000	$ -	**$ 830,000**
TOTAL FUNDING BUDGET	**$ 830,000**	**$ -**	**$ 830,000**

BIDDER'S CHECKLIST

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

1. a) **PROPOSAL - BID SCHEDULE (If applicable)**
   The unit prices bid must be shown in the space provided. The total bid price must be shown in the space provided.

   Initial:_____ Date: 3/5/2020

   b) **PROPOSAL SIGNATURE SHEET**
   To be filled in and signed by the Bidder.

   Initial:_____ Date: 3/5/2020

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

   Initial:_____ Date: 3/5/2020

3. **NON-COLLUSION DECLARATION**
   A Non-Collusion Declaration must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete.

   Initial:_____ Date: 3/5/2020

4. **EXPERIENCE / QUALIFICATIONS**
   A statement of the Bidder's Experience & Qualifications must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete.

   Initial:_____ Date: 3/5/2020

5. **DESIGNATION OF SUBCONTRACTORS**
   A Designation of Subcontractors must be filled out and submitted with the bid proposal for the bid documents to be considered complete.

   Initial:_____ Date: 3/5/2020

BIDDER'S CHECKLIST (CONTINUED)

6. **INSURANCE**

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

Initial:_____ Date: 3/5/2020

7. **SITE VISIT (mandatory)**

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

Initial:_____ Date: 3/5/2020

8. **PERFORMANCE ,PAYMENT , and MAINTENANCE BONDS**

The Bidder understands that a performance bond issued by an approved surety equaling one hundred percent (100%) of the Contract amount will be required. A payment bond equaling one hundred percent (100%) of the Contract amount will also be required. The Bidder must acquire a maintenance or warranty bond in the amount of ten percent of the final Project contract amount and guaranty the project work against defects in materials, equipment, workmanship, or needed repair for one year from the City's acceptance of the project work.

Initial:_____ Date: 3/5/2020

9. **WORK SCHEDULE**

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

Initial:_____ Date: 3/5/2020

10. **ADDENDA**

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

Initial:_____ Date: 3/5/2020

11. **WORKERS COMPENSATION**

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

Initial:_____ Date: 3/5/2020

12. **ALL FEDERAL CDBG FORMS**

The Bidder acknowledgment that Federal CDBG Labor Standards Provisions will be required for this project.

Initial:_____ Date: 3/5/2020

BID PROPOSAL

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

The undersigned Bidder hereby proposes to furnish and deliver all necessary labor, tools, equipment, and other means of construction to perform the work required for the completion of the project entitled **"Senior Center Roof Improvement Project, CIP 551 "** in accordance with the intent of all plans, specifications, and addenda issued by the City of El Monte, Public Works Department prior to the opening of the bid proposals.

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

The Bidder further agrees to complete all work required under the Contract within forty-five (45) working days from the date designated in the Notice to Proceed, and to accept in full payment therefore the price indicated on the Bid Schedule. The terms "working days" or "work days" means any day of the week, excluding Saturday, Sunday and any federally observed holiday.

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

Company Name: Best Company Services, Inc.

Bidder's Name (Printed): Sean Tabazadeh
Bidder's Title: CEO/Secretary

Bidder's Signature:
Date: March 05, 2020

Address: 19027 S. Hamilton Ave. Gardena, CA 90248

Phone Number: (310) 328-6969

Contractor's License Number: # 456263
Classification: A,B, C17, C39, C43
Expiration Date: May 31, 2020

BID SECURITY

THAT WE, THE UNDERSIGNED, Best Contracting Services, Inc., as principal; and The Hanover Insurance Company, as Surety, are hereby held and bound unto the CITY OF EL MONTE, hereinafter "City", in the sum of 10% of Amount Bid dollars($_____), which sum is equal to at least ten percent (10%) of the total amount of the bid for the work, payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the City a certain Bid, attached hereto and made a part hereof, to enter into a Contract, in writing, for the construction of: **SENIOR CENTER ROOF IMPROVEMENT PROJECT, CIP 551**

NOW, THEREFORE,

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

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

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

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this 27th day of February, 2020, the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

Sean Tabazadeh, CEO/Secretary Best Contracting Services, Inc.
Affix

(Individual Principal)
19027 S Hamilton Ave, Gardena, CA 90248
(Business Address)

(Address)

(Individual Principal)

(Address)

(Business Address)

The Hanover Insurance Company

(Surety) Patrick T. Moughan, Attorney-in-Fact
5 Hutton Centre Dr. Suite 1060, Santa Ana, CA 92707
(Business Address)

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Patrick T. Moughan, Mark D. Kiger, Alec D. Martinez, and/or Jing Guo Mason

Of **Global Risk, LLC of Los Angeles, CA** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Fifty Million and No/100 ($50,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **29th** day of **March, 2017**.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John C. Roche, EVP and President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **29th** day of **March, 2017** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

DIANE J. MARINO
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
March 4, 2022

Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 27th day of February, 2020.

CERTIFIED COPY

Theodore G. Martinez, Vice President

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Los Angeles }

On 2/27/2020 before me, Ashley Greenberg, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Ashley Greenberg
Notary Public Signature (Notary Public Seal)

ASHLEY GREENBERG
Commission No. 2311429
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Nov. 3, 2023

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

ADDENDUM NO. 2
SENIOR CENTER ROOF IMPROVEMENT PROJECT
REVISED BID SCHEDULE
(The Contract will be awarded based on the Total Based Bid)

BASED BID

Item No.	Description	Unit	Quantity	Unit Price ($)	Total ($)
1	Mobilization/Demobilization Temporary Construction Fencing, Gates and Locks	LS	1	$20,744.50	$20,744.50
2	Project Information Sign	LS	1	$600.00	$600.00
Preparation of the Flat Roof Surface					
3	Remove, Dispose 1 layers of Flat Roof and inspect	SF	6,850	$7.69	$52,676.50
4	Remove and Replace fascia pressure treated wood	LF	775	$25.00	$19,375.00
5	Remove and Replace Drains	EA	10	$1,875.00	$18,750.00
6	Roof Top Equipment/Pads/Vents	EA	37	$1,500	$55,500.00
7	Remove skylights and Reconstruct Roof Deck	SF	250	$40.00	$10,000.00
8	Remove and Replace Scuppers	EA	10	$500.00	$5,000.00
Preparation of Tile Roof Surface					
9	Remove and Protect Roof Tile, Clean and Inspect	SF	10,000	$5.27	$52,700.00
Roofing Application					
10	Furnish and Install Thermoplastic Polyolefin (TPO) with Slip Sheet	SF	6,850	$20.84	$142,754.00
11	Roofing and Tile Application	SF	10,000	$16.70	$167,000.00
				Total Based Bid Amount	545,100.00

Total Base Bid Amount in words Five Hundred Forty Five Thousand One Hundred Dollars

ADDITIVE BID

Item No.	Description	Unit	Quantity	Unit Price ($)	Total ($)
12	Interior Ceiling Improvements	SF	250	$68.75	$17,187.00
13	Roof Rafter Replacement	LF	500	$62.50	$31,250.00

14	Roof Deck Replacement	SF	1500	$8.00	$12,000.00
15	Tile Surface Replacement	SF	4500	$20.00	$90,000.00
16	Remove and Replace RooF gutters and downspouts	LF	775	$25.00	$19,375.00
17	Asbestos and Lead Mitigation	LS	1	$10,187.50	$10,187.50
				Total Additive Bid Amount	$180,000.00

Total Additive Bid Amount in words One Hundred Eighty Thousand Dollars

The City at its discretion can choose to add and/or exclude any items from the "Additive Bid items

NON-COLLUSION DECLARATION

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

The undersigned declares:

I am the CEO/Secretary of Best Contracting Services, Inc. , the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 3/4/20 [date], at Gardena [City], CA [state].

Bidder's Name (Printed): Sean Tabazadeh

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

Bidder's Title: CEO/Secretary

*** SEE ATTACHED NOTARY ***

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Los Angeles)

On 03/04/2020 before me, R. Robles, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Sean Tabazadeh
Name(s) of Signer(s)

,

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

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

WITNESS my hand and official seal.

R. ROBLES
Notary Public - California
Los Angeles County
Commission # 2174230
My Comm. Expires Dec 21, 2020

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Non Collusion Declaration
Document Date: 3/4/2020 Number of Pages: One(1)
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Sean Tabazadeh
☒ Corporate Officer — Title(s): CEO/Secretary
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing: Best Contracting Services, Inc.

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

©2016 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

EXPERIENCE QUALIFICATIONS

The Bidder has been engaged in the contracting business under the present business name for 13 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 38 years.

*** Name change 3/23/2007 to better reflect scope of work. License # has remained the same.**

The Bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to it, except as follows: **NONE**

The following contracts have been satisfactorily completed in the last three (3) years for the persons, firm or authority indicated, and to whom reference is made:

*** SEE ATTACHED REFERENCES ***

Year	Type of Work	Contract Amount	Owner/Agency for Whom Work was Performed
	*** SEE ATTACHED REFERENCES ***		

The following is a list of plant and equipment owned by the Bidder, which is available for use on the proposed work as required.

Quantity	Name, Type and Capacity	Condition	Location
	*** SEE ATTACHED LIST ***		

Bidder's Name (Printed): **Sean Tabazadeh**

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

Bidder's Title: **CEO/Secretary**

Date: **March 05, 2020**

CONSTRUCTION PROJECTS COMPLETED

Contractor Name: Best Contracting Services, Inc.

Project Name: CHAFFEY JOINT UHSD DISTRICTWIDE ROOFING
Location: Chaffey HS, Alta Loma HS, Etiwanda HS, Los Osos HS, Montclair HS, Colony HS
Owner: CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT

Owner Contact (name, title, address, current phone number and e-mail address):
CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT- William Vasquez
P: (909) 460-5641 ext. 2537 Cell# 626-827-3002/ E: William.Vasquez@cjuhsd.net
211 W. FIFTH STREET ONTARIO, CA 91762

Project Type: DSA: [X] Yes [ ] No

[ ] New Construction [X] Modernization [ ] Classroom Modernization [ ] Infrastructure

Procurement: [ ] General Contractor [X] Multi-Prime [ ] Lease/Leaseback [ ] Design-Build
Contractor's Role: [X] General/Prime Contractor, License Classification(s): C-39
[ ] Subcontractor. Trade _____; License Classification: _____

Architect or Engineer (name, company name, current phone number and e-mail address):
N/A

Construction Manager (name, company name, current phone number and e-mail address):
N/A

Description of Project, Scope of Work Performed: Single Ply Roofing

Completed Projects	
Original Contract Price:	$2,469,675.00
Total Adjusted Contract Price:	$43,483.00
Dollar Value of Work Performed by Contractor:	$2,513,158.00
Original Duration:	5 months
Date of Completion and Actual Duration	10/15/2019 / 5 months
Time Extensions Granted (no. of days):	0

CONSTRUCTION PROJECTS COMPLETED

Contractor Name: Best Contracting Services, Inc.

Project Name: THOUSAND OAKS HIGH SCHOOL
Location: 2323 N Moorpark Rd, Thousand Oaks, CA 91360
Owner: Conejo Valley Unified School District

Owner Contact (name, title, address, current phone number and e-mail address):
Conejo Valley Unified School District - Ken L. Thomas
P: (805) 497-9511 / E: KThomas@conejousd.org
1400 E Janss Rd Thousand Oaks, CA 91362

Project Type: DSA: [X] Yes [ ] No

[ ] New Construction [X] Modernization [ ] Classroom Modernization [ ] Infrastructure

Procurement: [X] General Contractor [ ] Multi-Prime [ ] Lease/Leaseback [ ] Design-Build
Contractor's Role: [X] General/Prime Contractor, License Classification(s): C-39
[ ] Subcontractor. Trade _____; License Classification: _____

Architect or Engineer (name, company name, current phone number and e-mail address):
N/A

Construction Manager (name, company name, current phone number and e-mail address):
N/A

Description of Project, Scope of Work Performed: Single Ply Roofing

Completed Projects	
Original Contract Price:	$770, 956.00
Total Adjusted Contract Price:	$0
Dollar Value of Work Performed by Contractor:	$770, 956.00
Original Duration:	2 months
Date of Completion and Actual Duration	8/10/2018 / 2 months
Time Extensions Granted (no. of days):	0

CONSTRUCTION PROJECTS COMPLETED

Contractor Name: Best Contracting Services, Inc.

Project Name: RANCHO CUCAMONGA HS 2 Story
Location: 11801 LARK DRIVE, RANCHO CUCAMONGA, CA 91701
Owner: CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT

Owner Contact (name, title, address, current phone number and e-mail address):
CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT
P: (909) 988-8511
211 W. FIFTH STREET ONTARIO, CA 91762

Project Type: DSA: [X] Yes [ ] No

[X] New Construction [ ] Modernization [ ] Classroom Modernization [ ] Infrastructure

Procurement: [X] General Contractor [ ] Multi-Prime [ ] Lease/Leaseback [ ] Design-Build
Contractor's Role: [X] General/Prime Contractor, License Classification(s): C-39, C-43
[ ] Subcontractor. Trade _____; License Classification: _____

Architect or Engineer (name, company name, current phone number and e-mail address):
GO Architects, Inc.
(909) 532-5590
276 N 2nd Ave, Upland, CA 91786

Construction Manager (name, company name, current phone number and e-mail address):
Tilden-Coil Constructors, Inc. - Bryant Ismerio
T: 951.846.1724 / C: 951.377.5009 / E: bismerio@tilden-coil.com
557 W. Fifth Street, Ontario, CA 91762

Description of Project, Scope of Work Performed: Single Ply Roofing & Sheet Metal Flashing

Completed Projects	
Original Contract Price:	$315,490.00
Total Adjusted Contract Price:	($2,019.00)
Dollar Value of Work Performed by Contractor:	$313,471.00
Original Duration:	1 year & 9 months
Date of Completion and Actual Duration	5/18/2018 / 1 year & 9 months
Time Extensions Granted (no. of days):	0

CONSTRUCTION PROJECTS COMPLETED

Contractor Name: Best Contracting Services, Inc.

Project Name: RANCHO CAMPANA HS
Location: 4235 MAR VISTA DR, CAMARILLO, CA 93010
Owner: OXNARD UNION HIGH SCHOOL DISTRICT

Owner Contact (name, title, address, current phone number and e-mail address):
OXNARD UNION HIGH SCHOOL DISTRICT
P: (805) 385-2500
309 S. K STREET OXNARD, CA 93030

Project Type: DSA: [x] Yes [ ] No

[X] New Construction [ ] Modernization [ ] Classroom Modernization [ ] Infrastructure

Procurement: [ ] General Contractor [X] Multi-Prime [ ] Lease/Leaseback [ ] Design-Build
Contractor's Role: [ ] General/Prime Contractor, License Classification(s): ____
[X] Subcontractor. Trade Roofing, & Sheet Metal; License Classification: C39,C43

Architect or Engineer (name, company name, current phone number and e-mail address):
HMC Architects
633 W 5th St, Los Angeles, CA 90071
P: 213.542.8300

Construction Manager (name, company name, current phone number and e-mail address):
GC: S.C. ANDERSON INC. - Lorna Fullerton
P: 661.392.7000/ E: lornafullerton@scanderson.com
2160 MARS CT., BAKERSFIELD, CA 93308

Description of Project, Scope of Work Performed: Single Ply Roofing & Sheet Metal Flashing

Completed Projects	
Original Contract Price:	$1,040,00.00
Total Adjusted Contract Price:	$1,110,773.00
Dollar Value of Work Performed by Contractor:	$1,110,773.00
Original Duration:	2 years, 8 months
Date of Completion and Actual Duration	6/13/2017 / 2 years, 8 months
Time Extensions Granted (no. of days):	0

CONSTRUCTION PROJECTS COMPLETED

Contractor Name: Best Contracting Services, Inc.

Project Name: HORACE MANN SCHOOL NEW CLASSROOM BUILDING
Location: 8701 CHARLEVILLE BLVD. BEVERLY HILLS, CA 90211
Owner: BEVERLY HILLS UNIFIED SCHOOL DISTRICT

Owner Contact (name, title, address, current phone number and e-mail address):
BEVERLY HILLS UNIFIED SCHOOL DISTRICT
P: (310) 551-5100
255 LASKY DRIVE BEVERLY HILLS, CA 90212

Project Type: DSA: [X] Yes [ ] No

[X] New Construction [ ] Modernization [ ] Classroom Modernization [ ] Infrastructure

Procurement: [ ] General Contractor [X] Multi-Prime [ ] Lease/Leaseback [ ] Design-Build
Contractor's Role: [X] General/Prime Contractor, License Classification(s): C-39
[ ] Subcontractor. Trade _____; License Classification: _____

Architect or Engineer (name, company name, current phone number and e-mail address):
WLC Architects - James P. Di Camillo
P: 909.987.0909
8163 Rochester Avenue Suite 100 Rancho Cucamonga, CA 91730

Construction Manager (name, company name, current phone number and e-mail address):
GC: PROWEST PCM, INC. - Janet Anderson
P: 951.678.1038 / E: anderson@prowestpcm.com
22710 PALOMAR STREET, WILDOMAR, CA 92595

Description of Project, Scope of Work Performed: Roofing & Waterproofing/Pavers

Completed Projects	
Original Contract Price:	$1,895,700.00
Total Adjusted Contract Price:	$166,035.00
Dollar Value of Work Performed by Contractor:	$2,061,735.00
Original Duration:	2 years and 2 months
Date of Completion and Actual Duration	7/11/2017 / 2 years and 2 months
Time Extensions Granted (no. of days):	0

		Gardena Equipment			
		Kettles:			
#1		140 Roofmasters	$ 800.00		
#2		140 Roofmasters	$ 800.00		
#3		200 Cleasby	$ 2,000.00		
#4		265 Roofmaster	$ 2,500.00		
#5		380 Roofmaster	$ 2,500.00		
#6		550 Roofmaster	$ 4,500.00		
#7		1000 Garlock	$ 8,000.00	**L.P. SE489254 Vin # 1G90F2132TM119013**	
#8		550 Roofmaster	$ 10,000.00		
#9		380 Garlock	$ 2,500.00		
#10		265 Cleasby	$ 2,500.00		
#11		550 Cleasby	$ 4,500.00		
#12		2-200-Gal.Rubber	$ 18,000.00		
#13		550 Cleasby	$ 4,500.00		
#14		100 Rubber Master	$15,000.00		
		4 - 100 Panther Skid Kettle	$ 1,200.00	.	
	E921	200 Gal. Rubber Kettle 2006	$ 21,000.00		
	E924	200 Gal. Rubber Kettle 2006	$21,000.00	**L.P.- 4HV7872**	
	E925	200 Gal. Rubber Kettle 2006	$21,000.00	**L.P.- 4HK3249**	
	E926	200 Gal. Rubber Kettle 2006	$21,000.00	**L.P. SE507077 Vin # 2P9BH3316YA048051**	
	E927	200 Gal. Rubber Kettle 2006	$21,000.00	**L.P. SE541752 Vin # 2P9BH331X4A048126**	
		Compressor			
5		Gas	$ 500.00		
4		Elect. Air Compressor	$ 350.00	Randy A.	
2		1 Elect. & 1Gas Comp.		Oscar L.	
		Towable:			
1		1-185 Ingersoll Rand	$ 3,000.00		
2		185 Atlas Copco	$ 6,000.00	Sold Both Compressor	
		Generator			
2		5000	$ 800.00		
5		11000	$ 2,500.00		
1		6500	$ 1,000.00		
1		Towable 125K	$ 20,000.00		
1		Towable 25KW	$12,000	Union City	
		Power Washer			
4		3500 Graco	$ 2,000.00		
1		Excell 3700 P.S.I.	$ 1,000.00		
1		Excell 2600 P.S.I.	$ 800.00		
1		Dewalt 2800 P.S.I.	$ 800.00		
4		**Base Tape Machine Senco**	$ 1,000.00		
9		**Felt Machine Hot**	$ 1,000.00		

4		**Felt Machine Cold**	$ 4,000.00		
5		**Dragon Wagon (Torch)**	$ 800.00		
2		Red Dragon Wagon	$ 1,500.00		
		Heat Gun			
18		Hand Held Gun	$ 400.00		
		Auto Welder			
8		**Liester Auto Welder**	$ 3,000.00		
3		**Liester CH6060 Auto Welder**	$ 3,000.00	Randy A.	
1		" " " "	$3,000.00	Mike J.	
1		**Sarnamatic 661 Auto Welder**	Gift	Serial # 0927039	$ 4,125.00
		Pumps			
6		**Graco 733**	$ 5,000.00		
1		**Garlock Emulsion**	$ 20,000.00		
2		**Aro Spray Pump**	$ 800.00		
2		**Graco Ultimate Nova 395**	$ 1,200.00		
1		**Graco Gusmer GX7**	$ 4,000.00	Truck 703	
2		**Graco GX7900**	$6,000.00		
3		**Primemaster**	$ 1,500.00		
1		**Pump Master**	$ 2,000.00		
1		**Roof Drier**	$ 1,000.00		
2		**A Frame**	$ 2,000.00		
2		**Hoist**	$ 5,000.00		
		Warm Master			
3		**Roof Master**	$ 4,500.00		
1		**Clesbey**	$ 6,100.00		
		Fork Lift			
1		**V60B Cat.**	$ 3,000.00		
1		**GC25 Cat.**	$ 16,000.00		
1		**GP30 Cat**	$ 16,500.00		
		Rock Hopper			
2		**Roof Master Hopper**	$ 700.00		
1		**Roof Master Super Sack**	$ 1,500.00		
3		**Rock Buggie**	$ 400.00		
2-		**Paint Mixers**	$ 800.00		
		Paint Sprayer			
2		**Graco 7900 Sprayer**	$ 5,600.00		

		Water Proofing			
1-		1-15D Shot Blaster)		Sold	
1-		654 Dust Collector)	$ 37,000.00	Sold	
1-		BMS 270 Deckabrator	$ 36,000.00	Sold	
1-		Joint Cleanout (VS90)	$ 2,200.00		
2-		1-8 DES Small Blaster	$ 8,000.00	Sold	
1		Elect. Cut Off Saw	$ 700.00		
1		Rolling Scafold	$ 1,200.00	Paul St. John	
2		Roof Cutters	$ 1,500.00		
1		Singel Ply Roller	$1,500.00		
1		Procor Sprayer			
1		Lincoln Elect. Welder	$ 1,200.00		
1		SCHECHTL SHEAR	$ 40,000.00		
1		SCHECHTL BRAKE	$ 40,000.00		
1		Box & Pan Metal Break	$ 800.00	Randall R.	
1		Plasma Cutter		Sheet Metal Shop	
1		Graco Injector Pump	$ 1,500.00		
1		Graco Magnum Air Sprayer	$ 1,000.00		
1		Graco Foam Pump	$ 1,000.00		
1		Scarfer For Foam	$ 3,500.00		
2		Air Tech Floor Grinder	$ 2,000.00		
		High Boy			
		Material Cart			
		Mop Cart			
		Vaccum			
1		Granules Trailer			
3		Big Fans			
5Set		A C Jacks			
2		Cement Mixer			
2		Alu. Railroad Jacks			
13		Wheel Barrels			
7		Chutes + Top			
		2004 Atlas 185 Compressor	$10,750		
		Guttier Trailer	$1,500		
		HAYWARD EQUIPMENT			
		Kettle			
1		1000 Gal. Garlock			
1		850 Gal. Cleasby			
1		540 Gal. Cleasby			
1		540 Gal. Roofmaster			
1		450 Gal. Roofmaster			
1		100 Gal. Rubber Kettle			
1		Asphalt After Burner			

1		Pig Warmer Cleasby			
1		Pig Warmer Roofmaster			
2		Patch Kettle (2 Wheels)			
2		Dump Hopper			
1		Set Trash Chute			
1		Hydrulic Power Hoist			
2		Roof Cutter			
2		Towable 185 Air Compressor			
		Ingersoll Rand			
		Atlas Copco			
1		Pressure Washer	$ 3,000.00		
3		Pressure Washer			
1		SCHFCHTL Forming Machine			
1		Pexto Metal Cutter			
1		Manual Metal Bender			
1		125KW (Cat) Generator			
1		Flat Form Hoist			
1		Miller Welding Machine			
1		Lincoln Welding Machine			
1		Hobart Mig 200 Welder			
1		Plasma Metal Cutter			
1		Welmark Welding Machine			
1		Set (Welding Accyloxy 20galtank			
1		733 Graco Pump			
1		Clark Propane Forklift			
1		Hyster Propane Forklift			
2		Graco Bulldog Material Pump			
1		Graco Material Pump (8 - 1)			
1		Grade All Diesel (534D)			
2		Hilti Grinder W/ Vaccum Set	$ 2,500.00		
2		Gas Power Tile Saw			
3		Auto Welder (Leister)			
7		Hand Welder (Leister)			
7		Dragon Wagon			
3		Hot Felt Machine			
1		Cement Mixer On Wheels			
3		Dual Tank Air Compressor			
2		Air Tech Floor Grinder			
1		11,000 Watt Generator			
1		10,000 Watt Generator			
1		12,500 Watt Generator			

DESIGNATION OF SUBCONTRACTORS

DESIGNATION OF SUBCONTRACTORS

In compliance with Sections 4100-4114 of the California Public Contract Code each Bidder shall submit the name, contractor license number, and business location of each subcontractor who will perform work or labor or render service to the Contractor for the construction of the work performed under these specifications in excess of one-half (1/2) of one percent (1%) of the prime Contractor's total bid. If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth. (Attach additional forms as necessary)

Name Subcontractor	Street Address of Shop, Mill or Office	Types of Work/Category of Contract	$ Value of Work to be Performed	DIR Registration Number	Subcontractor's License Number/ Type/Exp. Date
Klondike Construction Service Inc	592 E. State Street Ontario, CA 91761	ROOF DEMO	$105,376.00	# 1000008336	# 990645 / C39 / 2/28/2022
P R Formance Contractors Inc.	341 E. Hermosa Dr. Fullerton, CA 92835	CARPENTRY	$38,125.00	# 1000022124	# 808513 / B / 5/31/2020

If no subcontractors will be used, write "None" here: N/A

I declare under penalty of perjury that the foregoing is true and correct and this Declaration is executed this 5th day of March, 2020, in Gardena, California.

By: Sean Tabazadeh, CEO/Secretary

Contractor Company Name: Best Contracting Services, Inc.

SUBCONTRACTOR FORM MUST BE RETURNED WITH BID

State of California

Department of Industrial Rel

(https:/ r.ca.gov/)

Contractor Information

Legal Entity Name
BEST CONTRACTING SERVICES, INC.
Legal Entity Type
Corporation
Status
Active
Registration Number
1000000563
Registration effective date
07/01/19
Registration expiration date
06/30/22
Mailing Address
19027 S. HAMILTON AVENUE GARDENA 90248 CA...
Physical Address
19027 S. HAMILTON AVENUE GARDENA 90248 CA...
Email Address
jomanalo@bestcontracting.com
Trade Name/DBA
License Number (s)
CSLB:456263

Back to DIR>> (https://www.dir.ca.gov/)

Registration History

Effective Date	Expiration Date
06/08/18	06/30/19
05/08/17	06/30/18
06/07/16	06/30/17
06/04/15	06/30/16
07/22/14	06/30/15
07/01/19	06/30/22

Legal Entity Information

Corporation Entity Number:	C1158028
Federal Employment Identification Number:	953781209
President Name:	MODJTABA TABAZADEH
Vice President Name:	
Treasurer Name:	
Secretary Name:	
CEO Name:	SEAN TABAZADEH

Agency for Service:

Agent of Service Name:	MODJTABA TABAZADEH
Agent of Service Mailing Address:	19027 S. HAMILTON AVENUE GARDEI

Worker's Compensation

State of California

Department of Industrial Relations

(https://[illegible]r.ca.gov/)

Contractor Information

Legal Entity Name
KLONDIKE CONSTRUCTION SERVICES INC
Legal Entity Type
Corporation
Status
Active
Registration Number
1000008336
Registration effective date
07/01/19
Registration expiration date
06/30/21
Mailing Address
592 E. State Street Ontario 91761 CA United States of ...
Physical Address
592 E. State Street Ontario 91761 CA United States of ...
Email Address
klondikeconstruction@gmail.com
Trade Name/DBA
KLONDIKE CONSTRUCTION SERVICES INC
License Number (s)
Other:1108
CSLB:990645

Registration History

Effective Date	Expiration Date
05/30/18	06/30/19
05/09/17	06/30/18
06/08/16	06/30/17
07/23/15	06/30/16
02/04/15	06/30/15
07/01/19	06/30/21

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Legal Entity Information

Corporation Number:	C3600667
Federal Employment Identification Number:	
President Name:	DAVID B. BOORSTEIN
Vice President Name:	DAVID B. BOORSTEIN
Treasurer Name:	DAVID B. BOORSTEIN
Secretary Name:	
CEO Name:	
Agent of Service Name:	DAVID B. BOORSTEIN
Agent of Service Mailing Address:	592 E. State Street Ontario 91761 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No
Please provide your current worker's compensation insurance information below:

	PEO	PEO	PEO
PEO Information	Name	Phone	Email

Insured by Carrier

Policy Holder Name:	KLONDIKE CONSTRUCTION SERVICES INC
Insurance Carrier:	STATE COMPENSATION INSURANCE FUND
Policy Number:	9087198-2019
Inception date:	01/25/19
Expiration Date:	01/25/20

State of California

Department of Industrial Rel

(https:/ r.ca.gov/)

Contractor Information

Legal Entity Name
PRFORMANCE CONTRACTORS INC.
Legal Entity Type
Corporation
Status
Active
Registration Number
1000022124
Registration effective date
07/01/19
Registration expiration date
06/30/20
Mailing Address
341 E HERMOSA DR. FULLERTON 92835 CA Unit...
Physical Address
341 E HERMOSA DR. FULLERTON 92835 CA Unit...
Email Address
prformancepaul@aol.com
Trade Name/DBA
License Number (s)
CSLB:808513

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Registration History

Effective Date	Expiration Date
06/18/18	06/30/19
06/15/17	06/30/18
06/28/16	06/30/17
09/17/15	06/30/16
05/19/15	06/30/15
07/01/19	06/30/20

Legal Entity Information

Corporation Entity Number:	1000022124
Federal Employment Identification Number:	330985867
President Name:	JULIE F FOURNIER
Vice President Name:	PAUL R FOURNIER
Treasurer Name:	JULIE F FOURNIER
Secretary Name:	PAUL R FOURNIER
CEO Name:	JULIE F FOURNIER

Agency for Service:

Agent of Service Name:	PAUL R FOURNIER
Agent of Service Mailing Address:	341 E HERMOSA DR FULLERTON 928

Worker's Compensation

CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION

TO: Braden Yu, Public Works Director
City of El Monte
Public Works Department
El Monte City Hall – West, 2nd Floor
El Monte, CA 91731

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Best Contracting Services, Inc.
(Contractor)

By

Sean Tabazadeh, CEO/Secretary

19027 S. Hamilton Ave.

Gardena, CA 90248
(Business Address)

FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT REQUIREMENTS

COMMUNITY DEVELOPMENT BLOCK GRANT FORMS

1. Federal Labor Standards Provisions
2. Federal Equal Employment Opportunity/Affirmative Action Requirements
3. Non-Segregated Facilities Certification **(submit with bid)**
4. Past Performance Certification **(submit with bid)**
5. Workers' Compensation Certification **(submit with bid)**
6. Contractor List of Proposed Subcontractors **(submit with bid)**
7. Report of Additional Classification and Rate – HUD Form 4230A **(submit with bid)**
8. Notice of Equal Employment Opportunity Commitment **(submit with bid)**
9. Section 3 Business Certification **(submit with bid)**
10. Section 3 Resident Certification **(submit with bid)**
11. Section 3 Economic Opportunity Plan **(submit with bid)**
12. Notice of Section 3 Commitment **(submit with bid)**
13. Section 3 Economic Opportunity Report (Contractor - Fill out upon project completion)
14. Federal Lobbying Certification **(submit with bid)**

NON-SEGREGATED FACILITIES CERTIFICATION

FEDERALLY-ASSISTED CONSTRUCTION PROJECTS

The federally-assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.

2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

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

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

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

Date: March 05, 2020 Project Number: 550

Company: Best Contracting Services, Inc.

Address: 19027 S. Hamilton Ave. Gardena, CA 90248

By:

Title: Sean Tabazadeh, CEO/Secretary

CERTIFICATION

WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS

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

Date: 3/5/2020 Project Number: 550 Contract Award: $ 545,100.00

Awarding Agency: City of El Monte

Contractor Name: Best Contracting Services, Inc. Total Number of Employees 450

Affiliate Company: N/A

By:

Title: Sean Tabazadeh, CEO/Secretary

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of $10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

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

(A) All private employers who are:

(1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.

(2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

(1) Are not exempt as provided for by 41 CFR 60-1.5

(2) Have 50 or more employees, and

a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to $50,000 or more; or

b. Serve as a depository of Government funds in any amount, or

c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

CERTIFICATION
WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS

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

Date: 3/5/2020 Project Number: 550 Contract Award: $ 105,376.00

Awarding Agency: City of El Monte

Contractor Name: Klondike Construction Service Inc. Total Number of Employees 10

Affiliate Company: Best Contracting Services, Inc.

By: [signature]

Title: President

EIN# 46-3632937

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of $10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

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

(A) All private employers who are:

- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

- (1) Are not exempt as provided for by 41 CFR 60-1.5
- (2) Have 50 or more employees, and
  - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to $50,000 or more; or
  - b. Serve as a depository of Government funds in any amount, or
  - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

CERTIFICATION

WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS

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

Date: 3/5/2020 Project Number: 550 Contract Award: $ 38,125.00

Awarding Agency: City of El Monte

Contractor Name: P R Formance Contractors Inc. Total Number of Employees 8

Affiliate Company: N/A

By: Paul R Faverko PAUL R FAVERKO

Title: V.P

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of $10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

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

(A) All private employers who are:

(1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.

(2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

(1) Are not exempt as provided for by 41 CFR 60-1.5

(2) Have 50 or more employees, and

a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to $50,000 or more; or

b. Serve as a depository of Government funds in any amount, or

c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes

WORKER'S COMPENSATION CERTIFICATION

I certify, by signature below, that I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date: 3/05/2020 Project Number: 550

Project Name: SENIOR CENTER ROOF IMPROVEMENT PROJECT

Company Name: Best Contracting Services, Inc.

Address: 19027 S. Hamilton Ave. Gardena, CA 90248

Print Name: Sean Tabazadeh

Title: CEO/Secretary

Signature:

CONTRACTOR LIST OF PROPOSED SUBCONTRACTORS

SENIOR CENTER ROOF IMPROVEMENT PROJECT
PROJECT NAME

City of El Monte
AWARDING AGENCY

Location: 3120 Tyler Ave El Monte, CA 91731

Project Number: 550

SUBCONTRACTORS: Name, Address, and Telephone Number	Employer Identification Number	Contractor License Number	Contract Amount	Estimated Start Date	Estimated Completion Date	TRADES TO BE USED
Klondike Construction Service Inc. 592 E. State Street Ontario, CA 91761 909-395-0160	46-3632937	# 990645	$105,376.00	5/1/20	5/15/20	ROOF DEMO
P F Formance Contractor, Inc. 341 E. Hermosa Dr.Fullerton, CA 92835 (562) 201-3957	33-0985867	# 808513	$38,125.00	6/2/20	6/20/20	CARPENTRY

Signature

Sean Tabazadeh, CEO/Secretary
Name and Title

March 05, 2020
Date

Best Contracting Services, Inc.
Company Name

* NOT APPLICABLE *

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REPORT OF ADDITIONAL CLASSIFICATION AND RATE	HUD FORM 4230A OMB Approval Number 2501-0011 (Exp. 09/30/2006)

1. FROM (*name and address of requesting agency*) Best Contracting Services, Inc. 19027 S. Hamilton Ave. Gardena, CA 90248	2. PROJECT NAME AND NUMBER SENIOR CENTER ROOF IMPROVEMENT PROJECT PROJECT NO. 550 3. LOCATION OF PROJECT (City, County and State) El Monte, CA
4. BRIEF DESCRIPTION OF PROJECT ROOF IMPROVEMENT	5. CHARACTER OF CONSTRUCTION ☒ Building ☐ Residential ☐ Heavy ☐ Other (specify) ☐ Highway
6. WAGE DECISION NO. (include modification number, if any) ☐ COPY ATTACHED	7. WAGE DECISION EFFECTIVE DATE

8. WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
* NOT APPLICABLE *		

9. PRIME CONTRACTOR (name, address) Best Contracting Services, Inc. 19027 S. Hamilton Ave. Gardena, CA 90248	10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)

Check All That Apply:

- ☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.
- ☐ The proposed classification is utilized in the area by the construction industry.
- ☐ The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.
- ☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).
- ☐ Supporting documentation attached, including applicable wage decision.

Check One:

- ☐ **Approved, meets all criteria. DOL confirmation requested.**
- ☐ **One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.**

Agency Representative *(Typed name and signature)*	*Date* *Phone Number*	FOR HUD USE ONLY LR2000: Log in: Log out:

HUD-4230A (8-03) PREVIOUS EDITION IS OBSOLETE

* NOT APPLICABLE *

EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

TO: SOUTHERN CALIFORNIA ROOFERS & WATERPROOF
JOINT APPRENTICE & TRAINING COMMITTE- LOCAL 36/220
(Name of Labor Union, Workers Representative, etc.

1315 East Grand Avenue Pomona, CA 91766
(Address)

Name of Business (Contractor): Best Contracting Services, Inc.

Project Name: SENIOR CENTER ROOF IMPROVEMENT PROJECT Project Number: 550

The Undersigned currently holds a contract with City of El Monte, involving funds of the U. S. Government, or a subcontract with a prime contractor holding such contract.

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

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

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

Sean Tabazadeh
(Print Name)

By: _____
(Signature)

March 05, 2020
(Date)

CEO/Secretary
(Title)

2019 INCOME CERTIFICATION

(Section 3 of the Housing & Urban Development Act of 1968, as amended)

Name: Best Contracting Services, Inc.

Address: 19027 S. Hamilton Ave. Gardena, CA 90248

I hereby certify that I am (Check the applicable statement below):

☐ A *Public Housing* resident (Specify the Name of the Public Housing site):

☐ A low-income resident of the metropolitan area of *Los Angeles/Orange County*, based on the following:

Check ✓ **Family Size** and the gross annual ✓ **Income** from all sources below;

FAMILY SIZE	INCOME LIMITS			
1 ☐	$21,950 or less ☐	$21,951 to $36,550 ☐	$36,551 to $58,450 ☐	$58,451 or more ☐
2 ☐	$25,050 or less ☐	$25,051 to $41,800 ☐	$41,801 to $66,800 ☐	$66,801 or more ☐
3 ☐	$28,200 or less ☐	$28,201 to $47,000 ☐	$47,001 to $75,150 ☐	$75,151 or more ☐
4 ☐	$31,300 or less ☐	$31,301 to $52,200 ☐	$52,201 to $83,500 ☐	$83,501 or more ☐
5 ☐	$33,850 or less ☐	$33,851 to $56,400 ☐	$56,401 to $90,200 ☐	$90,201 or more ☐
6 ☐	$36,350 or less ☐	$36,351 to $60,600 ☐	$60,601 to $96,900 ☐	$96,901 or more ☐
7 ☐	$39,010 or less ☐	$39,011 to $64,750 ☐	$64,751 to $103,550 ☐	$103,551 or more ☐
8 ☐	$43,430 or less ☐	$43,431 to $68,950 ☐	$68,951 to $110,250 ☐	$110,251 or more ☐

☒ Not a public housing or low-income resident of the metropolitan area of *Los Angeles/Orange County*.

Certified by signature below, under penalty of perjury under the laws of the State of California; that the foregoing is true and correct.

Sean Tabazadeh, CEO/Secretary — *Print Full Name*

Signature

3/5/2020 — *Date*

THIS SECTION MUST BE COMPLETED BY THE AUTHORIZED BUSINESS OWNER/AGENT

The above-named person is; ☐ an applicant ☐ a permanent full-time ☐ a new-hire employee / Date of hire: _____ ☒ N/A

This person's Work Classification is: _____

Best Contracting Services, Inc.	Sean Tabazadeh, CEO/Secretary		3/5/2020
Business Name	*Print Name of Owner/Agent*	*Signature of Owner/Agent*	*Date*

THIS SECTION MUST BE COMPLETED BY THE LOCAL CONTRACTING AGENCY (LCA)

Name of LCA _____ *Project Name* _____ *Project Number* _____

Income Level: ☐ Extremely Low ☐ Very Low ☐ Low ☐ Over the qualifying income limit

☐ Not income qualified for the following reason(s): _____

Preference Category: ☐ Targeted Service Area – Provide Census Tract _____ and Block Group _____

☐ Youth Build Program ☐ McKinney Homeless Program ☐ Other qualified Program: _____

Print Name of Section 3 Coordinator _____ *Signature* _____ *Date* _____

SECTION 3 BUSINESS CERTIFICATION

SECTION 3 BUSINESS CERTIFICATION FORM

Business Name: Best Contracting Services, Inc.

Business Address: 19027 S. Hamilton Ave.
Gardena, CA 90248

Telephone Number: (310) 328-6969 Contract/Bid Amount: $ $545,100.00

1. The above mentioned business firm is a Section 3 business concern based on the following qualifications:

   ☐ **51-percent owned by Section 3 Residents**
   (Submit Resident Certifications with this business certification form)

   ☐ **At least 30-percent Permanent, full-time employees are Section 3 Residents**
   Total Number of all full-time employees _____ , Number of Section 3 qualified Employees _____
   (Submit the Resident Certification form(s) with this Business Certification form)

2. The above mentioned business firm is not a Section 3 business concern, but commits to the Section 3 goal:

   ☒ **Written Commitment** (Section 3 Economic Opportunity Plan), outline intentions to:
   Hire Section 3 qualified residents at least 30-percent aggregate new hire positions, and/or
   Subcontract 25-percent or more of the contract amount to Section 3 qualified business concerns.

THE UNDERSIGNED DECLARES THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

Sean Tabazadeh,
CEO/Secretary
Signature of Owner/Principal

3/5/2020
Date

Best Contracting Services, Inc.
Business Name

456263
License Number

To Be Completed by Local Contracting Agency

Preference Category: Targeted Service Area Youthbuild Other - Census Tract Number: _____

Section 3 Economic Opportunity Plan

In effort to generate Economic Opportunities, Best Contracting Services, Inc. (hereafter BCSI) is willing to consider hiring Section 3 Residents for any future employment openings if the Section 3 Resident meets the minimum qualifications for the opening. BCSI shall perform the following:

- Request Job & Career Centers to review job descriptions for possible matches with prospective employees.
- Solicit EDD to provide names of potentially qualified Section 3 residents.
- Request The City of El Monte to provide names of qualified Section 3 residents who are public housing tenants.
- Inquire with The Small Business Development Center as to its ability to provide technical assistance to potential Section 3 businesses.
- Solicit its affiliated labor unions which have apprenticeship programs that hire unemployed and low-income persons.

BCSI will endeavor to provide, to the greatest extent feasible, training and employment opportunities to low-income residents living in the project area or neighborhood and contracting opportunities to Section 3 business concerns.

Sean Tabazadeh, CEO/Secretary

March 05, 2020

SECTION 3 ECONOMIC OPPORTUNITY PLAN

SECTION 3 ECONOMIC OPPORTUNITY PLAN

1 Name and Address of Reporting Entity (Recipient Sub-recipient Contractor, Subcontractor)	2 Federal Identification (Contract/Award No.)	3 Dollar Amount of Award
Best Contracting Services, Inc. 19027 S. Hamilton Ave. Gardena, CA 90248	95-3781209	$545,100.00
	4 Contact Person Lita Pablo	5 Phone (Include Area Code) 310-328-6969
	6 Reporting Period 2020	7 Date Report Submitted 3/5/2020
8 Program Code.	(Use a separate sheet for each Program Code)	

Program Codes

1 Flexible Subsidy 2 Section 202/811 3 Public/Indian Housing Development, Operation and Modernization 4 Homeless Assistance 5 HOME
6 HOME - State Administered 7 CDBG - Entitlement 8 CDBG - State Administered 9 Other CD Programs 10 Other Housing Programs

Part I: Employment and Training Commitment

JOB CLASSIFICATION	TOTAL NEW HIRES	SECTION 3 NEW HIRES	% of Aggregate Hires Who are Section 3 Residents
Professionals	0	0	0 %
Technicians	0	0	0 %
Office/Clerical	0	0	0 %
Trade:	0	0	0 %
Trade:	0	0	0 %
Trade	0	0	0 %
Trade:	0	0	0 %
Total.	0	0	0 %

Part II: Contract Award Commitment to Section 3 Businesses (Subcontractors, Suppliers, Vendors, or Service Providers)

NAME OF SECTION 3 BUSINESS CONCERN	SPECIFY CONSTRUCTION OR NONCONSTRUCTION CONTRACT	CONTRACT AMOUNT
NONE		$ N/A
		$
		$
		$
		$
		$
		$
	TOTAL	$
Percentage of the total dollar amount to be awarded to Section 3 Business Concerns:		N/A %

NOTICE OF SECTION 3 COMMITMENT

TO: SOUTHERN CALIFORNIA ROOFERS & WATERPROOF JOINT APPRENTICE & TRAINING COMMITTE- LOCAL 36/220
(Name of Labor Union, Workers Representative, etc.

1315 East Grand Avenue Pomona, CA 91766
(Address)

Name of Business (Contractor): Berst Contracting Services, Inc.

Project Name: SENIOR CENTER ROOF IMPROVEMENT PROJECT Project Number: 550

The Undersigned currently holds a contract with City of El Monte involving Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract and in accordance with Section 3 of the Housing and Urban Development Act of 1968, the undersigned is obligated to the greatest extent feasible, to give opportunities for employment and training to lower income residence of the CDBG-assisted project area and to award contracts for work on the project to business concerns which are located in or are owned in substantial part by project area residence.

Regarding employment opportunities for Section 3, the minimum number and job titles are:

Minimum Number	Job Classification
3	ROOFING INSTALLERS
2	ROOF REMOVAL WORKERS

Regarding job referrals, request that consideration be given, to the greatest extent feasible, to assignment of persons residing in the service area or neighborhood in which the project is located.

The anticipated date the work will begin is 6/2/2020. For additional information, you may contact Mike Wolfe (Contact Person's Name), Project Manager (Title) at (310) 328-6969.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Section 3 of the Housing and Urban Development Act of 1968. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

Sean Tabazadeh
(Print Name)

By: _____
(Signature)

3/5/2020
(Date)

CEO/Secretary
(Title)

FEDERAL LOBBYIST CERTIFICATION

Name of Firm: Best Contracting Services, Inc.

Address: 19027 S. Hamilton Ave.

State: CA Zip Code: 90248 Telephone Number: (310) 328-6969

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the Community Development Commission, County of Los Angeles.

1) No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this
Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;

3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

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

Authorized Official:

Best Contracting Services, Inc.
(Contractor/Subcontractor)

By: _____
(Signature)

March 05, 2020
(Date)

Sean Tabazadeh, CEO/Secretary
(Title)

CITY OF EL MONTE
PUBLIC WORKS DEPARTMENT

Braden Yu, P.E.
Interim Public Works & Utilities Director
Jimmy Chung, P.E.
Interim City Engineer

ADDENDUM NO. 1

SENIOR CENTER ROOF IMPROVEMENT PROJECT, CIP 551

DATE: February 19, 2020

TO ALL PROSPECTIVE BIDDERS:

The following addendum is hereby made a part of the Specifications for the above-entitled project, as fully and completely as if the same were set forth therein.

The intent of this Addendum No. 1 is to amend information presented in the Invitation to Bid:

Add the following:

The City of El Monte will be holding a **second mandatory pre-bid meeting for prospective bidders interesting in bidding the project. The mandatory pre bid meeting is scheduled for Tuesday, February 25, 2020 at 9:00am at the Jack Crippen Senior Center (Rear Parking lot) located at 3120 Tyler Avenue, El Monte California 91731.** Prospective bidders that attended the February 13, 2020 mandatory pre bid meeting will not be required to attend the second mandatory pre bid meeting.

CITY OF EL MONTE
PUBLIC WORKS DEPARTMENT

Braden Yu, P.E.
Interim Public Works & Utilities Director
Jimmy Chung, P.E.
Interim City Engineer

ADDENDUM NO. 1

SENIOR CENTER ROOF IMPROVEMENT PROJECT, CIP 551

Any and all notifications or Addenda must be acknowledged via signature by the Bidder and made part of and incorporated as part of the Bidder's proposal with all required forms

Please sign the acknowledgment below and include it as part of your Bid Proposal for "Senior Center Roof Improvement Project, CIP 551". Failure to do so will be grounds for rejection of your proposal.

Jimmy Chung, P.E., Interim City Engineer

ADDENDUM ACKNOWLEDGMENT

Bidder shall signify receipt of all addenda (if any) here:

Addenda No. 1 , 2

Respectfully submitted,

Best Contracting Services, Inc.
Contractor's Legal Name

Contractor Legal Signature

Title Sean Tabazadeh, CEO/Secretary

19027 S. Hamilton Ave.
Street Address
Gardena, CA 90248

(310) 328-6969
Telephone Number

456263
Contractor's License Number

Dated: March 02, 2020

CITY OF EL MONTE
PUBLIC WORKS DEPARTMENT

Braden Yu, P.E.
Interim Public Works & Utilities Director
Jimmy Chung, P.E.
Interim City Engineer

ADDENDUM NO. 2

SENIOR CENTER ROOF IMPROVEMENT PROJECT, CIP 550

DATE: February 27, 2020

TO ALL PROSPECTIVE BIDDERS:

The following addendum is hereby made a part of the Specifications for the above-entitled project, as fully and completely as if the same were set forth therein.

GENERAL: Title Sheet Deadline for submitting Bids shall be changed from February 27, 2020 to **March 5, 2020.**

GENERAL:

Replace the Project's Title Name from:

"Senior Center Roof Improvement Project, CIP 551"

To:

"Senior Center Roof Improvement Project, CIP 550"

GENERAL:

Addendum Number 3 will follow with the Asbestos and Lead Report.

GENERAL:

Project Specific questions pursuant to the Invitation to Bid have been extended to **Tuesday, March 3, 2020 by 12:00pm.**

SHEET 1 OF INVITATION BID

Remove the Following:

Sealed proposals will be received at the office of the City Clerk located at

CITY OF EL MONTE
PUBLIC WORKS DEPARTMENT

Braden Yu, P.E.
Interim Public Works & Utilities Director
Jimmy Chung, P.E.
Interim City Engineer

ADDENDUM NO. 2

SENIOR CENTER ROOF IMPROVEMENT PROJECT, CIP 550

El Monte City Hall - East, 11333 Valley Boulevard, City Hall West, El Monte, CA 91731 until Monday, March 2, 2020 at 10:00a.m. at which time and place they will be publicly opened and read aloud for the:

Replace With:

Sealed proposals will be received at the office of the City Clerk located at El Monte City Hall - East, 11333 Valley Boulevard, El Monte, CA 91731 until **Thursday, March 5, 2020** at 10:00a.m. at which time and place they will be publicly opened and read aloud for the:

SECTION 1 PARAGRAPH 1 OF PAGE 118 OF THE SPECIAL PROVISIONS WITH THE FOLLOWING:

Remove the following:

"REMOVE, DISPOSE 2 LAYERS OF FLAT ROOF AND INSPECT

This item shall consist of the Removal and disposal of two **(2)** layer of existing flat roof. Contractor shall carefully remove the flat roof with care and shall store in safe area to haul. Any damages caused as a result of the removal, contractor shall replace at no extra cost. Contractor shall further inspect roof deck for dry rot, fungus, damaged wood and/or anything else not specified herein. Provide an inspection report identify the damage to be repaired."

Replace With

"REMOVE, DISPOSE 1 LAYERS OF FLAT ROOF AND INSPECT

This item shall consist of the Removal and disposal of **one (1)** layer of existing flat roof. Contractor shall carefully remove the flat roof with care and shall store in safe area to haul. Any damages caused as a result of the removal, contractor shall replace at no extra cost. Contractor shall further inspect roof deck for dry rot, fungus, damaged wood and/or anything else not specified herein. Provide an inspection report identify the damage to be repaired"

CITY OF EL MONTE
PUBLIC WORKS DEPARTMENT

Braden Yu, P.E.
Interim Public Works & Utilities Director
Jimmy Chung, P.E.
Interim City Engineer

ADDENDUM NO. 2

SENIOR CENTER ROOF IMPROVEMENT PROJECT, CIP 550

BIDDING REQUIREMENT: BID SCHEDULE

Replace Bid Schedule with Revised Addendum No. 2 Bid Schedule

SECTION 8, SPECIAL PROVISIONS, SHEET 121, BID SCHEDULE ITEMS

Add The Following

6. Roof Gutters and Downspouts
This item shall consist of the removal and disposal of all existing roof gutters and downspouts. This item shall include furnishing and installation of new galvanize roof gutters and downspouts. Dimensions and sizes of the roof gutters and downspout shall match existing or equal.

SECTION 5.14 – SAFETY, SHEET 88

Add The Following:

The Contractor shall submit a safety plan and narrative description to the City Engineer prior to commencement of the Work. This safety plan and narrative description shall describe all first aid, safety clothing, pedestrian path etc. to be used at the Project Site.

Safety Plans shall be developed and monitored for the project to assure that adequate consideration is given to the safety and convenience of pedestrians, City staff, customers and workers during construction. The Plan shall include, but not be limited to, construction scheduling, fencing, gates, locks barricades, methods and devices for delineation and channelization, placement and maintenance of devices, way finding signs, The Plan shall be approved by the City Engineer a minimum of two (2) City business days prior to start of any work. Noncompliance with any stipulation of this section will be justification for the City to stop work.

CITY OF EL MONTE
PUBLIC WORKS DEPARTMENT

Braden Yu, P.E.
Interim Public Works & Utilities Director
Jimmy Chung, P.E.
Interim City Engineer

ADDENDUM NO. 2

SENIOR CENTER ROOF IMPROVEMENT PROJECT, CIP 550

Any and all notifications or Addenda must be acknowledged via signature by the Bidder and made part of and incorporated as part of the Bidder's proposal with all required forms

Please sign the acknowledgment below and include it as part of your Bid Proposal for "Senior Center Roof Improvement Project, CIP 550". Failure to do so will be grounds for rejection of your proposal.

for

Leonardo Torres, City Engineer

ADDENDUM ACKNOWLEDGMENT

Bidder shall signify receipt of all addenda (if any) here:

Addenda No. 1, 2

Respectfully submitted,

Best Contracting Services, Inc.
Contractor's Legal Name

Contractor' Legal Signature

Title Sean Tabazadeh, CEO/Secretary

19027 S. Hamilton Ave.
Street Address
Gardena, CA 90248

(310) 328-6969
Telephone Number

456263
Contractor's License Number

Dated: March 05, 2020

CSLB #456263

BEST Contracting Services INCORPORATED

Specializing in the Building Envelope

19027 S. Hamilton Avenue
Gardena, CA 90248

Contr. Lic #: 456263
(310) 328-6969

2

Sealed Bid Enclosed
DO NOT OPEN WITH
REGULAR MAIL

El Monte City Hall East
Public Works Department c/o
Office of the City Clerk
11333 Valley Boulevard
CITY HALL WEST
El Monte, CA 91731

RECEIVED
CITY CLERK'S OFFICE
2020 MAR -5 A 9:26

BEST CONTRACTING SERVICES INC.
SEALED PROPOSAL FOR
SENIOR CENTER ROOF IMPROVEMENT PROJECT, CIP 550
DO NOT OPEN WITH REGULAR MAIL

BID DUE DATE & TIME:
Thursday, March 05, 2020 at 10:00 AM

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF MARCH 17, 2020

March 12, 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 AMENDMENT TO THE CROSSTOWN ELECTRICAL AND DATA PROFESSIONAL SERVICES AGREEMENT TO INCREASE THE ORIGINAL SUM BY $64,000 TO A NEW CONTRACT SUM OF $124,000 FOR THE FIRST YEAR OF THE AGREEMENT ONLY

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve an amendment to the Crosstown Electrical and Data Professional Services Agreement to increase the original sum by $64,000 to a new contract sum of $124,000 for the first year of the Agreement only.

BACKGROUND

Prior to January 2020, Computer Service Company, Inc (CSC) was the contractor which provided City's traffic signal maintenance contractor. In January 2020, CSC was acquired by Crosstown Electrical & Data, Inc ("Crosstown") with which the City is currently in contract from January 14, 2020 to June 30, 2024 to provide routine traffic signal maintenance and emergency repair call-outs due to damage.

For the past five (5) years, the Public Works Department has expended approximately $30,000 per year on regular traffic signal maintenance and emergency repair call for services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

There was an extraordinary amount of damage to City-owned traffic signal and control devices in the first six (6) months of the Fiscal Year 2019-2020. This equipment, which is vital to traffic safety, and thereby public safety, was damaged or destroyed due to

traffic collisions, vandalism, destruction of public property incidents or extreme weather conditions. From June 2019 to January 2020, the City had 27 instances of emergency repairs ranging from full intersection re-wiring on Mountain View Road and Garvey Avenue to multiple destroyed traffic signal control boxes. The most notable of the latter was at Lower Azusa Road and Daleview Avenue which required the purchase and installation of a new control box (Attachment 1).

Due to these repeated and unanticipated calls for emergency repairs the Public Works Department exceeded the contract limit in terms of the funds available for the agreement in place at that time; which was $29,000. In fact, there were $93,000 in costs related to the repair of traffic signal and equipment from June 2019 until January 2020. Unfortunately, staff did not address the issue in a timely manner; and the contract with the firm expired. In order to be able to pay the outstanding invoices related to these expenditures, the current Professional Services Agreement with Crosstown must be amended to include an additional $64,000 for a new contract amount of $124,000 ***for the first year of the contract only***. The requested contract amendment (Attachment 2) will allow the Department to pay all outstanding invoices for emergency work already completed by Crosstown (formerly CSC).

In order to avoid contract overages in the future, several stop gaps have initiated:

1) The current agreement with Crosstown is for $60,000 per year for the next three (3) years (with an option for two (2), one (1) year extensions) to reduce the likelihood of going over budget;
2) The Department Director will review the costs monthly to ensure that the expenditures are within the budgeted contract amount;
3) Public Works Department will report every repair work order to the Human Resources/Risk Management Department to track all incidents of damage to City-owned traffic signals and equipment, including the funds expended to repair the damages; and
4) The City will actively pursue civil restitution were possible to recuperate costs to offset the expenditures related to the repair of damaged City-owned traffic signals and equipment.

FISCAL IMPACT/FINANCING

Although this item is not budgeted, the Public Works Maintenance Division has identified sufficient funds to be able to reconcile the $64,000 needed for the contract amendment increase using the Traffic Signal Maintenance Contract Service Account 100-67-685-6111. Therefore, there is no need to request a budget amendment or additional unobligated General Funds for this action.

CONCLUSION

It is recommended that the City Council consider and approve an amendment to the Computer Service Company, Inc contract to increase the original sum by $64,000 to a new contract sum of $124,000.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

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

Attachment(s):

Attachment 1 – Computer Service Company, Inc – Major Repair List

Attachment 2 – Crosstown Electrical & Data Contract Amendment

DATE: MARCH 17, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT

CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF MARCH 17, 2020

ATTACHMENT 1

COMPUTER SERVICE COMPANY, INC. – MAJOR REPAIR LIST

REPAIR	TOTAL COST
Garvey Avenue & Mountain View Road – Interesection blacked out due to flooding. Interesection was rewired for permanent fix.	$23,144.07
Lower Azusa and Daleview – Cabinet struck and severly damaged; temporary cabinet installed. A new cabinet was installed at a later date.	$20,861.21
Peck Road and Stewart Street – Pole knocked down and cabinet was damaged. Made repairs and made intersection operational.	$2,177.58
Peck Road and Valley Boulevard – Pole was knocked down; crews replaced pole and made reapirs.	$3,398.64
Garvey Avenue and Santa Anita Avenue – Cabinet was struck and serverly damged. Cabinet was replaced and rewired.	$3,928.14
Peck Road and Dodson Street – Pole knocked down; crews reaplced pole and made repairs.	$4,553.36
Various Locations – Traffic loops were broken; crews repaired or installed loops Citywide.	$11,880.00

2020

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

(Engagement: On-Call Traffic Signal Repair Services)

(Parties: City of El Monte and Crosstown Electrical and Data, Inc.)

THIS FIRST AMENDMENT (hereinafter, "First Amendment") to that certain agreement entitled "Professional Services Agreement" and dated January 15, 2020 (hereinafter, the "Master Agreement"), is hereby made and entered into this ____ day of _____ 2020 (hereinafter, "Effective Date") by and between CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and Computer Services Company / CSL (hereinafter, "CONTRACTOR"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONTRACTOR. The capitalized term "Party" may refer to either CITY or CONTRACTOR, interchangeably as appropriate.

RECITALS

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

WHEREAS, on January 15, 2020, the Parties executed and entered into the Master Agreement for CONTRACTOR to provide on-call traffic signal repair services; and

WHEREAS, the Master Agreement is attached and incorporated hereto as **Exhibit "A"**; and

WHEREAS, the Parties wish to expand the Not-to-Exceed Sum ***for the first year of this contract only*** given that CITY required more on-call traffic signal repair services due to an unprecedently high volume of vehicular accidents, vandalism, and extreme weather than originally contracted for; and

WHEREAS, under the terms of the Master Agreement, CITY agreed to pay CONTRACTOR a total not-to-exceed sum of **SIXTY THOUSAND DOLLARS ($60,000)** for all work contemplated under the Master Agreement (hereinafter, "Not-to-Exceed Sum"); and

WHEREAS, the Parties now wish to increase the Not-to-Exceed Sum by **SIXTY-FOUR THOUSAND DOLLARS ($64,000)** for a new total Not-to-Exceed Sum of **ONE**

HUNDRED AND TWENTY FOUR THOUSAND DOLLARS ($124,000) ***for the first year of the contract only***; and

WHEREAS, the execution of this First Amendment was approved by the El Monte City Council at its Regular Meeting on March 17, 2020 under Agenda Item No. _____.

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

SECTION 1. Section 3.A (COMPENSATION) of the Master Agreement is hereby amended to increase the Not-to-Exceed Sum of **SIXTY THOUSAND DOLLARS ($60,000)** by **SIXTY-FOUR THOUSAND DOLLARS ($64,000)** for a new total Not-to-Exceed Sum of **ONE HUNDRED AND TWENTY FOUR THOUSAND DOLLARS ($124,000)** ***for the first year of the contract only*** for all Work contemplated under the Master Agreement and the Frist Amendment.

SECTION 2. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. Section 21 of the Master Agreement notwithstanding, this First Amendment, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

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

(SIGNATURES ON NEXT PAGE)

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

CITY:

CITY OF EL MONTE

By:_____
Alma K. Martinez, City Manager

Date:_____

CONTRACTOR:

CROSSTOWN ELECTRICAL AND DATA, INC.

By:_____

Name:_____

Title: _____

Date:_____

APPROVED AS TO FORM:

By:_____
Richard Padilla, Assistant City Attorney

Date:_____

EXHIBIT “A”

MASTER AGREEMENT

2020
CONTRACT SERVICES AGREEMENT
(Contractor: Crosstown Electrical & Data, Inc.)
(Nature of Engagement: On-Call As-Needed Traffic Signal and Street Light Repair Services)

THIS ON-CALL AS-NEEDED CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2020 by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and CROSSTOWN ELECTRICAL & DATA, INC., (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

RECITALS

WHEREAS, CITY is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose; and

WHEREAS, CITY requires on-call and as-needed traffic signal and street light repair services; and

WHEREAS, CITY staff has determined that CONTRACTOR possess the skills, experience and expertise required to competently provide the services and tasks contemplated under this Agreement; and

WHEREAS, the execution of this Agreement was approved by resolution of the El Monte City Council at its Regular Meeting of _____ 2020 under Agenda Item No. ___.

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

Section 1. Description of the Work.

A. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide CITY with on-call and as-needed traffic signal and street light repair services. The various tasks and related services to be performed by CONTRACTOR are more specifically described in the document entitled City Requirements (hereinafter the "City Requirements") and the written proposal of

CONTRACTOR entitled "Proposal" (hereinafter, the "Contractor Proposal"). The City Requirements and the Contractor Proposal are attached and incorporated hereto as **Exhibits "A" and "B"** respectively. The term "Scope of Work" shall be a collective reference to the City Requirements and the Contractor Proposal. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled City Requirements and the provisions of the document entitled Contractor Proposal, the requirements of the document entitled City Requirements shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

B. CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall perform the Work in accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY.

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

1. A detailed description of the specific services or tasks requested;
2. The location of where the particular services or tasks are to be performed, if applicable;
3. A not-to-exceed budget for performing the services or tasks;
4. A timeline for completing the requested services or tasks;
5. Any other information CITY deems necessary and relevant to the requested services or tasks; and
6. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.

D. CONTRACTOR shall perform no Work under this Agreement without a written request from the City Representative, containing the information set forth in Section 1(C) above.

E. Time is of the essence in the performance of Work under this Agreement, and in the absence of a specific schedule or other instructions from the City Representative, CONTRACTOR shall begin and complete performance of the Work to completion in as timely and a diligently a manner as possible.

F. By executing this Agreement, CONTRACTOR warrants that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the work, services and tasks to be performed under this Agreement; (ii) has carefully considered how the Work should be performed; and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. CONTRACTOR warrants that CONTRACTOR has or will investigate any location where the Work is to be performed and is or will be fully acquainted with the conditions there existing, prior to undertaking any service or task requested by CITY in the manner described in this Section. Should the CONTRACTOR discover any latent or unknown conditions which will materially affect the performance of the services hereunder, CONTRACTOR shall immediately inform the CITY of such fact and shall not proceed except at CONTRACTOR's risk until written instructions are received from the City Representative as defined herein.

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

Section 2. Term.

A. The term of this Agreement shall commence upon the date it has been executed by all Parties and shall terminate on June 30, 2022 (hereinafter, the "Term"). The Agreement may be extended by the City subject to its same terms and conditions for a maximum of two (2) additional one-year extension terms, provided the CITY issues written notice of its intent to extend the Term of the Agreement prior expiration of the initial Term.

B. Nothing in this Section Shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

C. CONTRACTOR shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONTRACTOR shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents.

D. CONTRACTOR shall not claim or be entitled to receive any compensation or damage because of the failure of CONTRACTOR, or its subcontractors, to have related services or tasks completed in a timely manner.

E. CONTRACTOR shall at all times enforce strict discipline and good order among CONSULTANT's employees.

F. CONTRACTOR, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

Section 3. Compensation.

A. CONTRACTOR's total compensation during the Term of this Agreement shall not exceed the annual sum of **SIXTY THOUSAND DOLLARS ($60,000)** (hereinafter, the "Annual Not-to-Exceed Sum"). CONTRACTOR further agrees that the Annual Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall have no right or entitlement to any overage contingency sums authorized by the City Council as part of the approval of this Agreement, unless the City Representatives authorize the expenditure of such overage contingency funds in writing in the City Representative's sole and absolute discretion.

B. Following the conclusion of Work requested pursuant to Section 1 above, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed. If the amount of CONTRACTOR's compensation includes hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in connection with the specific service or task requested, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

Section 4. Standard of Care. CONTRACTOR represents, acknowledges and agrees as follows:

A. CONTRACTOR shall perform all work skillfully, competently and to the highest standards applicable to the CONTRACTOR's field;

B. CONTRACTOR shall perform all work in a manner reasonably satisfactory to the CITY;

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

D. CONTRACTOR 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 CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks contemplated under this Agreement; and

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

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from CITY, any services or tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing and absolute discretion. The Parties acknowledge and agree that CONTRACTOR's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CONTRACTOR has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work in a skillful and competent manner equivalent to, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

Section 5. Representatives.

A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be Braden Yu, Public Works Director (hereinafter, the "City Representative"). It shall be CONTRACTOR's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and CONTRACTOR shall refer any decisions which must be made by CITY to the City Representative. Unless

otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.

B. Contractor Representative. For the purposes of this Agreement, Dave Heermance, is hereby designated as the principal and representative of CONTRACTOR authorized to act on its behalf with respect to CONTRACTOR's performance under this Agreement and to make all decisions in connection therewith (the "Contractor Representative"). Notice to the Contractor Representative whether written or verbal shall constitute notice to CONTRACTOR.

Section 6. Contractor's Personnel

A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the Work and all other services and tasks necessary for CONTRACTOR to competently and timely complete the improvements contemplated under this Agreement. All work, services and tasks will be performed under CONTRACTOR's supervision, and CONTRACTOR's personnel engaged in the performance of the work, services and tasks contemplated under this Agreement shall possess the qualifications, permits and licenses required by applicable law to perform such work, services and tasks.

B. CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Work. CONTRACTOR shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR's performance of the Work, and shall indemnify, defend and hold harmless CITY against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against CITY hereunder.

C. CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Work.

D. In the event that CITY, in its sole reasonable discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

E. CONTRACTOR shall be responsible for payment of all employees' and subconsultants' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

F. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the performance of the Work contemplated under this Agreement.

Section 7. [Reserved – No Text]

Section 8. Prevailing Wages and General Labor Compliance and Reporting.

A. CONTRACTOR and any subcontractor performing or contracting any portion of the work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:

1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under this Contract. Contractor and any subcontractor shall pay workers overtime pay (not less than 1 1/2 times the base rate of pay) as required by California Labor Code Section 1815. Contractor and any subcontractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation to the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.

2. Pursuant to the provisions of California Labor Code, Sections 1770 et. seq., CONTRACTOR and any subcontractor under CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, CONTRACTOR is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the District Secretary, which copies shall be made available to any interested party on request. CONTRACTOR shall post a copy of said prevailing rate of per diem wages at each job site.

B. As required by Section 1773.1 of the California Labor Code, CONTRACTOR shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.

C. To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and payments.

D. CONTRACTOR shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to City, forfeit up to fifty dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. CONTRACTOR shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. CONTRACTOR is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and CONTRACTOR and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.

E. CONTRACTOR and any subcontractor shall maintain and make available for inspection payroll records as required by Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with Labor Code Section 1776 and shall keep accurate payroll records containing all such information as maybe called for under Labor Code Section 1776 and other applicable provisions of State law.

F. CONTRACTOR and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the work site for a certificate approving CONTRACTOR or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code, which is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with CONTRACTOR. Pursuant to California Labor Code Section 1777.7, in the event CONTRACTOR willfully fails to comply with the provisions of California Labor Code Section 1777.5, CONTRACTOR shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.

G. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, CONTRACTOR is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance and

Employers Liability Insurance. If CONTRACTOR, in the sole discretion of the City satisfies the City of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, CONTRACTOR may so act, and in such case, the insurance required by this paragraph need not be provided. CONTRACTOR is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's General Liability limits of $1,000,000 per accident before commencing the performance of the work of this Contract. The Notice to Proceed with the Work under this Contract will not be issued, and CONTRACTOR shall not commence work, until CONTRACTOR submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, CONTRACTOR in signing this Contract certifies to the City as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." A subcontractor is not allowed to commence work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by CONTRACTOR and submitted to the City Engineer for the City's review and records.

H. In accordance with the provisions of Section 1727 of the California Labor Code, the City, before making payment to CONTRACTOR of money due under a contract for public works, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the City.

Section 9. Prohibited Interests. CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for Consultant, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the absolute and unfettered right to rescind this Agreement without liability or penalty. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her

service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

Section 10. Independent Contractor.

A. All acts of CONTRACTOR, its agents, officers, subcontractors and employees and all others acting on behalf of CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONTRACTOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONTRACTOR has no authority or responsibility to exercise any rights or power vested in CITY. No agent, officer, or employee of CITY is to be considered an employee of CONTRACTOR. It is understood by both CONTRACTOR and CITY that this Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture.

B. CONTRACTOR, its agents, officers, subcontractors and employees are and, at all times during the term of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

C. CONTRACTOR shall determine the method, details and means of performing the Work. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR has control over the manner and means of performing the services under this Agreement. CONTRACTOR is permitted to provide services to others during the same period as it provides services to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.

D. If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONTRACTOR.

E. It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of CITY in any capacity whatsoever as an agent, or to bind CITY to any obligation whatsoever.

F. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based

upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

Section 11. Conflicts of Interest. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with CONTRACTOR in connection with this project. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law or federal statute. CONTRACTOR agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that CONTRACTOR executes in connection with the performance of this Agreement.

Section 12. Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or set. CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

Section. 13. Indemnification.

A. To the fullest extent permitted by law, CONTRACTOR hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless CITY and CITY's elected and appointed officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of CONTRACTOR or any of CONTRACTOR's officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or

claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement and the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by CONTRACTOR and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law or elsewhere under this Agreement. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against any one or more of the Indemnitees shall be conclusive in favor of the Indemnitees' right to recover under this indemnity provision. CONTRACTOR shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverage(s) which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be shall be selected by Indemnitees. CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

B. CONTRACTOR's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to the Indemnities.

C. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations for the benefit of CITY, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged, intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONTRACTOR or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the

performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

D. CITY does not, and shall not; waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. CONTRACTOR agrees that CONTRACTOR's covenant under this Section shall survive the termination of this Agreement.

E. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

Section 14. Insurance.

A. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1. Commercial General Liability Insurance with minimum limits of One Million Dollars ($1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.

2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

3. Worker's Compensation insurance as required by the State of California.

B. CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.

C. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

D. CONTRACTOR agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this

Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

E. Prior to commencement of work under this Agreement, CONTRACTOR shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.

F. CONTRACTOR shall provide proof that policies of insurance expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

H. The insurance provided by CONTRACTOR shall be primary to any other coverage available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

I. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.

J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

K. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.

L. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's

duties to indemnify, hold harmless and defend under Section 13 of this Agreement.

Section 15. Records and Inspection. CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to document the performance of the Work and enable the CITY to evaluate the performance the Work. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of CITY, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of four (4) years following completion of the services hereunder, and the CITY shall have access to such records in the event any audit is required.

Section 16. Termination.

A. Termination for Convenience. CITY may immediately terminate this Agreement for convenience, without cause and without penalty or liability at any time upon the issuance of written notice to CONTRACTOR specifying the effective date of such termination. Such termination for convenience shall be made in writing signed by either the City Representative, the City Manager or the Assistant City Manager. CONTRACTOR may only terminate this Agreement for cause.

B. Termination for Cause. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth in this Section or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall include, but shall not be limited to the following: (i) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (ii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary of involuntary; (iv) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false or erroneous in any material respect, including any statement, representation or warranty set forth in the Equipment Specifications.

1. CONTRACTOR shall cure the following Events of Defaults within the following time periods:

   i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

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

   If an Event of Default relates to a material falsehood or misrepresentation set forth in **Exhibit "B"** that is not susceptible to a cure, CITY in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by CITY.

2. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR shall be cured by CITY

within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.

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

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

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

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

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

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

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

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

6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.

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

Section 17. Force Majeure. The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONTRACTOR and without the fault or negligence of CONTRACTOR, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONTRACTOR shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONTRACTOR be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONTRACTOR'S sole remedy being extension of the Agreement pursuant to this Section.

Section 18. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to CITY:

City of El Monte
Public Works Division
City Hall – West, 2nd Floor
11333 Valley Boulevard
El Monte, CA 91731
Phone: 626-580-2058
Attn: Public Works Director

If to CONTRACTOR:

Crosstown Electrical & Data, Inc.
5454 Diaz Street
Irwindale, CA 91706
Attn: Dave Heermance
Phone: (626)813-6693

Section 19. Prohibition. CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 20. Attorney Fees. In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 21. Entire Agreement. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

Section 22. Governing Law; Jurisdiction. This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

Section 23. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 24. Captions. The captions used in this Agreement are solely for reference and the convenience of the parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

Section 25. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF EL MONTE, a municipal corporation

By: _____
Alma K. Martinez
City Manager

Date:_____

CROSSTOWN ELECTRICAL & DATA, INC.

By: _____

Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

By:_____
Richard Padilla
Assistant City Attorney

Date:_____

CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF MARCH 17, 2020

March 2, 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 APROVAL TO ADOPT A RESOLUTION APPROVING THE ANNUAL GENERAL PLAN HOUSING ELEMENT PROGRESS REPORT FOR THE YEAR 2019 AND DIRECT STAFF TO TRANSMIT THE REPORT TO THE STATE OFFICE OF PLANNING AND RESEARCH (OPR) AND THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt a Resolution approving the 2019 Annual General Plan Housing Element Report (see Attachment 1) and direct staff to forward such report to the Governor's Office of Planning and Research and the State Office of Housing and Community Development.

PROJECT BACKGROUND/JUSTIFICATION OF RECOMMENDED ACTION:

The Annual General Plan Housing Element Report describes the City of El Monte's progress in meeting the City's Regional Housing Needs Assessment (RHNA) goals pursuant to Government Code Section 65584 and the City's efforts to remove governmental constraints, which may influence the maintenance, improvement and development of housing pursuant to State Law. This Housing Element Report includes the calendar year of 2019. The last Housing Element Report submitted to HCD was for the calendar year of 2018. A total of 168 dwelling units were completed in 2019 for a total of 1,207 units completed between 2014 to 2019. Furthermore, it is projected that a total of 935 additional units will need to be produced between 2020 and 2021 in order to meet the RHNA goals.

In accordance with California Government Code Section 65400(b), the City is required to submit an annual General Plan report to the local legislative body (City Council), the

Governor's Office of Planning and Research (OPR) and the State Department of Housing and Community Development (HCD) on the status of the General Plan, its implementation progress and how the City is meeting regional housing needs. The City adopted its current General Plan in 2011 and Housing Element in 2013 (for HCD's 5th Cycle, which covers the years 2014 through 2021).

PLANNING COMMISSION RECOMMENDATION:

The Housing Element Report was presented to the Planning Commission on February 25, 2020. The Commission made the following recommendations (see Attachment 2):

1. Recommend the City Council approve the Annual Housing Element Report for the year 2019; and

2. Recommend the City Council direct staff to transmit the report to the Office of Planning and Research and the State Department of Housing and Community Development.

ANNUAL REPORT SUMMARY:

Housing Production

Each year, the City is required to submit an Annual Housing Element Report summarizing the number of units that were produced by income category. The objective is to demonstrate achievement over time in meeting the City's RHNA allocation for the current Housing Element cycle.

The City's current RHNA is as follows:

- Very Low (up to 50% of the Area Median Income): 529 units
- Low (50% to 80% of the Area Median Income): 315 units
- Moderate (80% to 120% of the Area Median Income): 352 units
- Above Moderate (more than 120% of the Area Median Income): 946 units.
- Total: 2,142 units

In 2019, the following number of units was completed:

- Very Low: 28 units
- Low: 27 units
- Moderate: 0 units
- Above Moderate: 113 units
- Total: 168 units

In 2018, the following number of units was completed:

- Very Low: 48 units
- Low: 0 units
- Moderate: 6 units
- Above Moderate: 452 units
- Total: 506 units

In 2017, the following number of units was completed:

- Very Low: 104 units
- Low: 0 units
- Moderate: 0 units
- Above Moderate: 191 units
- Total: 295 units

From 2014 to 2016, the following number of units was completed:

- Very Low: 151 units
- Low: 44 units
- Moderate: 6 units
- Above Moderate: 68 units
- Total: 269 units

Grand Total (2014 to 2019): 1,238 units

The units for 2019 include two (2) major projects such as the Baldwin/Rose Affordable Housing Project (55 low/very low income units) and portions of the Santa Anita/Owens (40 townhouse units) project. Furthermore, a number of residential projects were approved with entitlements during the same period. However, these units will not be added to the totals until building permits have been issued.

Housing Policies

The Annual Housing Report also includes the status on implementation measures outlined in the Housing Element. Below is a summary of key achievements identified in the report:

- *Downtown Specific Plan (Plan to allow TOD, including housing) 2014-2021:* Specific Plan was adopted on April 4, 2017. It allows up to 2,200 net new residential units within the 115 acre district. Densities of up to 80 units per acre are permitted in the areas closest to the El Monte Bus Depot and Metrolink Station. Two (2) affordable housing projects (Tyler/Ramona and Valley/Center) have already been approved with a total of 103 units. Another project (Tyler/Valley) with 53 units is currently being reviewed.

- *El Monte Gateway Specific Plan (Encourage construction of housing) 2014-2021:* Phase 1 with 135 affordable units was completed in 2016. Phase 2 with 208 market rate rental units is currently under construction. Phase 3 for 212 units is already approved.

- *Lot Consolidation (Encourage construction of housing) 2014-2021:* Downtown Specific Plan and Mixed/Multi-Use (MMU) zone provides incentives for lot consolidation. Such incentives include greater densities and higher floor area ratios (FARs).

- *Mixed/Multi-Use Projects (Encourage construction of housing) 2014-2021:* Building permits were issued for the Santa Anita/Owens project (40-unit development). To spur economic development and housing opportunities, staff is developing a revision to the MMU zone to include a high-density overlay district within the IRS Opportunity Zone areas. The Opportunity Zone areas would allow for private investment in distressed communities along Garvey Avenue, Durfee Avenue, and Valley Boulevard.

- *Second Unit Ordinance (Encourage construction of second units) 2014-2021:* The City Council approved an Accessory Dwelling Units (ADUs) ordinance to facilitation the development of new housing. Such units could now be built without discretionary review throughout the City's single-family neighborhoods. As a result, the number of ADU applications increased from three (3) in 2016 to 22 in 2019.

- *Streamline the Development Review Process 2014-2021:* A Code Amendment was approved to remove the need for City Council approval for tentative tract maps for multi-family housing projects. This can reduce the review time for multi-family residential projects by several months.

- *Housing Rehab Loan Program and First-Time Homebuyers Program 2014-2021:* Policies and procedures have been approved by the City Council. Marketing of the program has also commenced. However, no loans have yet been processed.

- *Fair Housing Program 2014-2021:* The City works in coordination with several providers. Each Wednesday afternoon at City Hall, the providers give a hosing clinic for the public.

ENVIRONMENTAL REVIEW

The Annual Housing Element Report is not a project as defined by the California Environmental Quality Act (Section 21065) and therefore is exempt from CEQA and no environmental documentation is required.

CONCLUSION

It is recommended that the City Council adopt a resolution approving the Annual Housing Element Report and direct staff to forward such report to the Governor's Office of Planning and Research and the State Office of Housing and Community Development.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONAVANIK
Community & Economic Development Director

ATTACHMENTS

1. City Council Resolution with Exhibit A
2. Planning Commission Resolution No. 3565

DATE: March 17, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

ATTACHMENT 1
CITY COUNCIL RESOLUTION WITH EXHIBIT A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING THE 2019 ANNUAL HOUSING PROGRESS REPORT ON THE HOUSING ELEMENT OF THE GENERAL PLAN AND FORWARDING THE REPORT TO THE GOVERNOR'S OFFICE OF PLANNING AND RESEARCH AND THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

The City Council of the City of El Monte, County of Los Angeles, State of California, does hereby find, determine and resolve as follows:

WHEREAS, the City of El Monte's current Housing Element was adopted in December 2013; and

WHEREAS, the Housing Element is one of seven mandatory elements of a General Plan required by the State of California; and

WHEREAS, the Housing Element must be updated every eight years and reviewed for consistency with the State Department of Housing and Community Development; and

WHEREAS, California Government Code Section 65400(b) mandates that cities submit an Annual Housing Progress Report on the status of the General Plan Housing Element and its implementation to their legislative bodies, the Governor's Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD); and

WHEREAS, the Annual Housing Progress Report is required to include a) the state of the General Plan and the progress of its implementation; b) the progress in meeting its share of regional housing needs and local efforts to remove governmental constraints to the maintenance, improvement and development of housing; and c) the

degree to which the General Plan complies with the Guidelines established by OPR; and

WHEREAS, the City's Annual Housing Progress Report for the calendar year of 2019 is attached hereto as Exhibit A.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of El Monte, California as follows:

SECTION 1. That the Annual Housing Progress Report for the 2019 calendar year provided herein as Exhibit A is found to be consistent with the suggested content by the State Guidelines and is hereby accepted.

SECTION 3. That a meeting was held before the Planning Commission on March 17, 2020. At that meeting, Planning Commission Resolution No. 3565 was adopted recommending approval of the Annual Housing Progress Report by the City Council and transmission of said report to OPR and HCD. The Planning Commission staff report dated February 25, 2020 and Resolution No. 3565 are incorporated herein by reference.

SECTION 4. That the Community & Economic Development Director is hereby authorized and directed to do the following:

a. Make all necessary and appropriate clerical, typographical, and formatting corrections to the approved Annual Housing Progress Report prior to submittal; and

b. Submit the Annual Housing Progress Report for the calendar year of 2019 to OPR and HCD.

SECTION 5. That the City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at its regular meeting on this 17th day of March 2020.

_____
Andre Quintero
Mayor

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 17th day of March, 2020 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSENT:

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

EXHIBIT A
2019 ANNUAL HOUSING PROGRESS REPORT

Jurisdiction	El Monte	
Reporting Year	2019	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Notes
1					2	3	4	5							6	7	8	9	10
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project (Auto-calculated Can Be Overwritten)	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Notes*
Summary Row: Start Data Entry Below								0	0	0	0	0	0	11	11	11	0	6	
	8548-014-014	4155 RICHWOOD		ZC 08-19	ADU	R	1/14/2019							1	1	1	0	Yes-Approved	
	8576-023-010	10431 GIDLEY		ZC 10-19	ADU	R	1/16/2019							1	1	1	0	Yes-Approved	
	8548-005-055	11937 MCGIRK		ZC 21-19	ADU	R	2/6/2019							1	1	1	0	Yes-Approved	
	8581-007-030	29 ASHER		ZC 26-19	SFD	O	2/11/2019							1	1	1	0	Yes-Approved	
	8545-022-001	4702 DURFEE		ZC 31-19	ADU	R	2/21/2019							1	1	1	0	No	
	8580-016-005	3109 GRANADA		ZC 32-19	ADU	R	2/21/2019							1	1	1	0	No	
	8541-012-003	11604 HEMLOCK		ZC 61-19	SFD	O	4/23/2019							1	1	1	0	No	
	8104-006-010	2743 WASHINGTON		ZC 67-19	ADU	R	5/8/2019							1	1	1	0	No	
	8541-005-026	11719 CHERRYLEE		ZC 90-19	ADU	R	7/15/2019							1	1	1	0	Yes-Approved	
	8545-019-013	4447 DURFEE		ZC 114-19	ADU	R	8/26/2019							1	1	1	0	No	
	8575-015-008	3825 RIVERVIEW		ZC 154-19	ADU	R	12/4/2019							1	1	1	0	Yes-Approved	
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Jurisdiction	El Monte	
Reporting Year	2019	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

Income Level		1	2									3	4
		RHNA Allocation by Income Level	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	529		41	96		104	48	28			317	212
	Non-Deed Restricted												
Low	Deed Restricted	315		2	36				27			65	250
	Non-Deed Restricted												
Moderate	Deed Restricted	352										6	346
	Non-Deed Restricted							6					
Above Moderate		946		20	8	35	191	452	113			819	127
Total RHNA		2142											
Total Units				63	140	35	295	506	168			1207	935

Note: units serving extremely low-income households are included in the very low-income permitted units totals

Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction	El Monte	
Reporting Year	2019	(Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
2. DOWNTOWN SPECIFIC PLAN	PLAN TO ALLOW TOD, INCLUDING HOUSING	2014-2021	SPECIFIC PLAN WAS ADOPTED ON 04/04/2017. ALLOWS UP TO 2,200 NET NEW RESIDENTIAL UNITS WITHIN THE 115 ACRE DISTRICT. DENSITIES OF UP TO 80 UNITS/ACRE ARE PERMITTED IN AREAS CLOSEST TO THE EL MONTE BUS DEPOT AND METROLINK STATION. TWO AFFORDABLE HOUSING PROJECTS RECEIVED APPROVAL OF THEIR ENTITLEMENTS IN 2019 TOTALLING 103 UNITS. CONSTRUCTION OF BOTH ARE ANTICIPATED TO BEGIN IN 2020.
3. EL MONTE GATEWAY SPECIFIC PLAN	ENCOURAGE CONSTRUCTION OF HOUSING	2014-2021	COMPLETED FIRST PHASE OF 135 AFFORDABLE UNITS PHASE TWO IS CURRENTLY UNDER CONSTRUCTION FOR 208 UNITS.
4. LOT CONSOLIDATION	ENCOURAGE CONSTRUCTION OF HOUSING	2014-2021	DOWNTOWN SPECIFIC PLAN AND MIXED/MULTI-USE (MMU) ZONES PROVIDE INCENTIVES FOR LOT CONSOLIDATION. INCENTIVES INCLUDE ADDITIONAL DENSITY AND FLOOR AREA RATIO (FAR).
5. MIXED/MULTI-USE DESIGNATION & DEVELOPMENT STANDARDS	ENCOURAGE CONSTRUCTION OF HOUSING	2014-2021	BUILIDING PERMITS WERE ISSUED FOR THE SANTA ANITA/OWENS PROJECT (40-UNIT DEVELOPMENT). TO SPUR ECONOMIC DEVELOPMENT AND HOUSING OPPORTUNITIES, STAFF IS DEVELOPING A REVISION TO THE MMU ZONE TO INCLUDE A HIGH-DENSITY OVERLAY DISTRICT WITHIN THE IRS OPPORTUNITY ZONE AREAS. THE OPPORTUNITY ZONE AREAS WOULD ALLOW FOR PRIVATE INVESTMENT IN DISTRESSED COMMUNITIES ALONG GARVEY AVENUE, DURFEE AVENUE, AND VALLEY BOULEVARD.
7. GREEN BUILDING	ENCOURAGE SUSTAINABLE DEVELOPMENT	2014-2021	DOWNTOWN SPECIFIC PLAN INCORPORATED GREEN BUILDING REQUIREMENTS
9. FINANCIAL INCENTIVES	PROVIDE FINANCIAL INCENTIVES FOR AFFORDABLE HOUSING	2014-2021	DOWNTOWN SPECIFIC PLAN AND MIXED/MULTI-USE (MMU) ZONES PROVIDE INCENTIVES FOR LOT CONSOLIDATION. INCENTIVES INCLUDE ADDITIONAL DENSITY AND FLOOR AREA RATIO (FAR).
10. DENSITY BONUS	INFORM AND ENCOURAGE DEVELOPERS TO UTILIZE THE PROGRAM	2014-2021	SEVERAL PROJECTS HAVE USED THE DENSITY BONUS PROVISIONS INCLUDING TWO AFFORDABLE HOUSING PROJECTS APPROVED IN 2019 IN DOWNTOWN (RAMONA/TYLER AND VALLEY/CENTER). CITY HAS STAFF VERY EXPERIENCED WITH THE PROCESS AND IS ABLE TO PROVIDE ANY NEEDED TECHNICAL ASSISTANCE.
11. CONDITIONAL USE PERMIT (CUP)	CONTINUE TO ALLOW THE CUP PROCESS TO DEVELOP HOUSING ALONG COMMERCIAL CORRIDORS	2014-2021	SEVEREAL HOUSING PROJECTS HAVE BEEN COMPLETED THROUGH THE CUP PROCESS. THIS INCLUDES THE 55-UNIT BALDWIN/ROSE AFFORDABLE HOUSING PROJECT.

12. STREAMLINE PROCESSING	PRIORITIZE PROCESSING OF PROJECTS WITH AFFORDABLE HOUSING	2014-2021	REMOVED CITY COUNCIL REVIEW FOR TENTATIVE TRACT MAPS.
12. STREAMLINE PROCESSING	PRIORITIZE PROCESSING OF PROJECTS WITH AFFORDABLE HOUSING	2014-2021	REMOVED CITY COUNCIL REVIEW FOR TENTATIVE TRACT MAPS.
12. STREAMLINE PROCESSING	PRIORITIZE PROCESSING OF PROJECTS WITH AFFORDABLE HOUSING	2014-2021	REMOVED CITY COUNCIL REVIEW FOR TENTATIVE TRACT MAPS.
14. HOUSING INSPECTIONS	CONTINUE PROGRAM FOR AT LEAST 5 YEARS	2014-2021	THE PROGRAM REMAINS ONGOING.
15. HOUSING REHAB LOAN PROGRAM	CONTINUE TO IMPLEMENT A LOAN PROGRAM FOR SINGLE-FAMILY RESIDENCES	2014-2021	POLICIES AND PROCEDURES HAVE BEEN APPROVED BY THE CITY COUNCIL. STAFF IS CURRENTLY WORKING ON DEVELOPING LOAN DOCUMENTS. CITY ALSO HAS A HOUSING REHAB GRANT PROGRAM. SINCE JANUARY 2019, TEN GRANTS HABE BEEN GIVEN.
19. FIRST-TIME HOMEBUYER	PROVIDE HOMEOWNERSHIP OPPORTUNITIES FOR LOW-INCOME HOUSEHOLDS	2014-2021	POLICIES AN DPROCEDURES HAVE BEEN APPROVED BY THE CITY COUNCIL. MARKETING OF THE PROGRAM HAS COMMENCED, HOWEVER, NO LOANS HAVE BEEN DISTRIBUTED TO DATE.
22. FAIR HOUSING PROGRAM	CONTINUE TO CONTRACT WITH LOCAL FAIR HOUSING PROVIDERS TO PROVIDE SUPPORT	2014-2021	THE CITY WORKS IN COORDINATION WITH SEVERAL PROVIDES. EACH WEDNESDAY AFTERNOON AT CITY HALL, THE PROVIDERS GIVE A HOUSING CLINIC FOR THE PUBLIC.
30. DEVELOPMENT OF SECOND UNITS	ENCOURAGE THE CONSTRUCTION OF SECOND UNITS	2014-2021	APPROVED ADUs WITHOUT DISCRETIONARY REVIEW THROUGHOUT THE CITY'S SINGLE FAMILY ZONES, PER THE NEW ADU ORDINANCE. 10 NEW ADUs APPROVED IN 2019.

Jurisdiction	El Monte	
Reporting Year	2019	(Jan. 1 - Dec. 31)

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	51
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		1
Total Units		**52**

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Housing Applications Summary	
Total Housing Applications Submitted:	0
Number of Proposed Units in All Applications Received:	11
Total Housing Units Approved:	11
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	6
Number of Streamlining Applications Approved	6
Total Developments Approved with Streamlining	6
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	**Rental**	**Ownership**	**Total**
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

ATTACHMENT 2
PLANNING COMMISSION RESOLUTION NO. 3565

RESOLUTION NO. 3565

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECOMMENDING APPROVAL TO THE CITY COUNCIL OF THE 2019 ANNUAL PROGRESS REPORT ON THE HOUSING ELEMENT OF THE GENERAL PLAN AND FORWARDING THE REPORTS TO THE GOVERNOR'S OFFICE OF PLANNING AND RESEARCH AND THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

The Planning Commission of the City of El Monte, County of Los Angeles, State of California, does hereby find, determine and resolve as follows:

WHEREAS, the City of El Monte's current Housing Element was adopted in December 2013; and

WHEREAS, the Housing Element is one of seven mandatory elements of a General Plan required by the State of California; and

WHEREAS, the Housing Element must be updated every eight years and reviewed for consistency with the State Department of Housing and Community Development; and

WHEREAS, California Government Code Section 65400 mandates that cities submit an Annual Progress Report on the status of the General Plan and its implementation to their legislative bodies, the Governor's Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD); and

WHEREAS, the Annual Progress Report is required to include a) the state of the Plan and the progress of its implementation; b) the progress in meeting its share of regional housing needs and local efforts to remove governmental constraints to the

maintenance, improvement and development of housing; and c) the degree to which the General Plan complies with the Guidelines established by OPR; and

WHEREAS, the City's Annual Housing Element Progress Report for the calendar year of 2019 was presented to the Planning Commission at the meeting of February 25, 2020, attached hereto as Exhibit A in accordance with the Guidelines adopted by HCD; and

WHEREAS, the Planning Commission hereby recommends that the City Council adopt a Resolution approving the Housing Element Annual Report and direct staff to send said report to the State Office of Planning and Research and the State Department of Housing and Community Development.

PLANNING COMMISSION APPROVAL. The Secretary of the Planning Commission of the City of El Monte, California, shall certify to the adoption of this resolution.

Amy Wong

Amy Wong, Chairperson

ATTEST:

Jason C, Mikaelian, Secretary
El Monte City Planning Commission

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

I, Jason C. Mikaelian, Secretary of the Planning Commission of the City of El Monte, do hereby certify that the above and foregoing is a full, true, and correct copy of Resolution No. 3565 adopted by the Planning Commission of the City of El Monte, at a regular meeting by said Commission held on February 25, 2020, by the following votes to wit:

AYES: 4

NOES: 0

ABSTAIN: 0

ABSENT: 1 (CRUZ)

Jason C. Mikaelian, Secretary
El Monte City Planning Commission

Jurisdiction	El Monte	
Reporting Year	2019	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Notes
1					2	3	4	5							6	7	8	9	10
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project (Auto-calculated Can Be Overwritten)	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Notes*
Summary Row: Start Data Entry Below								0	0	0	0	0	0	11	11	11	0	6	
	8548-014-014	4155 RICHWOOD		ZC 08-19	ADU	R	1/14/2019							1	1	1	0	Yes-Approved	
	8576-023-010	10431 GIDLEY		ZC 10-19	ADU	R	1/16/2019							1	1	1	0	Yes-Approved	
	8548-005-055	11937 MCGIRK		ZC 21-19	ADU	R	2/6/2019							1	1	1	0	Yes-Approved	
	6581-007-030	29 ASHER		ZC 26-19	SFD	O	2/11/2019							1	1	1	0	Yes-Approved	
	8545-022-001	4702 DURFEE		ZC 31-19	ADU	R	2/21/2019							1	1	1	0	No	
	8580-016-005	3109 GRANADA		ZC 32-19	ADU	R	2/21/2019							1	1	1	0	No	
	8541-012-003	11904 HEMLOCK		ZC 61-19	SFD	O	4/23/2019							1	1	1	0	No	
	8104-006-010	2743 WASHINGTON		ZC 67-19	ADU	R	5/8/2019							1	1	1	0	No	
	8541-006-026	11719 CHERRYLEE		ZC 90-19	ADU	R	7/15/2019							1	1	1	0	Yes-Approved	
	8545-019-013	4447 DURFEE		ZC 114-19	ADU	R	8/26/2019							1	1	1	0	No	
	8575-015-008	3825 RIVERVIEW		ZC 154-19	ADU	R	12/4/2019							1	1	1	0	Yes-Approved	
															0		0		
															0		0		
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Jurisdiction	El Monte	
Reporting Year	2019	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

Income Level		1	2									3	4
		RHNA Allocation by Income Level	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	529		41	96		104	48	28			317	212
	Non-Deed Restricted												
Low	Deed Restricted	315		2	36				27			65	250
	Non-Deed Restricted												
Moderate	Deed Restricted	352										6	346
	Non-Deed Restricted							6					
Above Moderate		946		20	8	35	191	452	113			819	127
Total RHNA		2142											
Total Units				63	140	35	295	506	168			1207	935

Note: units serving extremely low-income households are included in the very low-income permitted units totals

Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	El Monte	
Reporting Year	2019	(Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
2. DOWNTOWN SPECIFIC PLAN	PLAN TO ALLOW TOD, INCLUDING HOUSING	2014-2021	SPECIFIC PLAN WAS ADOPTED ON 04/04/2017. ALLOWS UP TO 2,200 NET NEW RESIDENTIAL UNITS WITHIN THE 115 ACRE DISTRICT. DENSITIES OF UP TO 80 UNITS/ACRE ARE PERMITTED IN AREAS CLOSEST TO THE EL MONTE BUS DEPOT AND METROLINK STATION. TWO AFFORDABLE HOUSING PROJECTS RECEIVED APPROVAL OF THEIR ENTITLEMENTS IN 2019 TOTALLING 103 UNITS. CONSTRUCTION OF BOTH ARE ANTICIPATED TO BEGIN IN 2020.
3. EL MONTE GATEWAY SPECIFIC PLAN	ENCOURAGE CONSTRUCTION OF HOUSING	2014-2021	COMPLETED FIRST PHASE OF 135 AFFORDABLE UNITS PHASE TWO IS CURRENTLY UNDER CONSTRUCTION FOR 208 UNITS.
4. LOT CONSOLIDATION	ENCOURAGE CONSTRUCTION OF HOUSING	2014-2021	DOWNTOWN SPECIFIC PLAN AND MIXED/MULTI-USE (MMU) ZONES PROVIDE INCENTIVES FOR LOT CONSOLIDATION. INCENTIVES INCLUDE ADDITIONAL DENSITY AND FLOOR AREA RATIO (FAR).
5. MIXED/MULTI-USE DESIGNATION & DEVELOPMENT STANDARDS	ENCOURAGE CONSTRUCTION OF HOUSING	2014-2021	BUILDING PERMITS ISSUED FOR THE FOLLOWING PROJECTS WITHIN THE MMU ZONE:
7. GREEN BUILDING	ENCOURAGE SUSTAINABLE DEVELOPMENT	2014-2021	DOWNTOWN SPECIFIC PLAN INCORPORATED GREEN BUILDING REQUIREMENTS
9. FINANCIAL INCENTIVES	PROVIDE FINANCIAL INCENTIVES FOR AFFORDABLE HOUSING	2014-2021	DOWNTOWN SPECIFIC PLAN AND MIXED/MULTI-USE (MMU) ZONES PROVIDE INCENTIVES FOR LOT CONSOLIDATION. INCENTIVES INCLUDE ADDITIONAL DENSITY AND FLOOR AREA RATIO (FAR).
10. DENSITY BONUS	INFORM AND ENCOURAGE DEVELOPERS TO UTILIZE THE PROGRAM	2014-2021	SEVERAL PROJECTS HAVE USED THE DENSITY BONUS PROVISIONS INCLUDING TWO AFFORDABLE HOUSING PROJECTS APPROVED IN 2019 IN DOWNTOWN (RAMONA/TYLER AND VALLEY/CENTER). CITY HAS STAFF VERY EXPERIENCED WITH THE PROCESS AND IS ABLE TO PROVIDE ANY NEEDED TECHNICAL ASSISTANCE.
11. CONDITIONAL USE PERMIT (CUP)	CONTINUE TO ALLOW THE CUP PROCESS TO DEVELOP HOUSING ALONG COMMERCIAL CORRIDORS	2014-2021	SEVEREAL HOUSING PROJECTS HAVE BEEN COMPLETED THROUGH THE CUP PROCESS. THIS INCLUDES THE 55-UNIT BALDWIN/ROSE AFFORDABLE HOUSING PROJECT.
12. STREAMLINE PROCESSING	PRIORITIZE PROCESSING OF PROJECTS WITH AFFORDABLE HOUSING	2014-2021	REMOVED CITY COUNCIL REVIEW FOR TENTATIVE TRACT MAPS.
12. STREAMLINE PROCESSING	PRIORITIZE PROCESSING OF PROJECTS WITH AFFORDABLE HOUSING	2014-2021	REMOVED CITY COUNCIL REVIEW FOR TENTATIVE TRACT MAPS.

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14. HOUSING INSPECTIONS	CONTINUE PROGRAM FOR AT LEAST 5 YEARS	2014-2021	THE PROGRAM REMAINS ONGOING.
15. HOUSING REHAB LOAN PROGRAM	CONTINUE TO IMPLEMENT A LOAN PROGRAM FOR SINGLE-FAMILY RESIDENCES	2014-2021	POLICIES AND PROCEDURES HAVE BEEN APPROVED BY THE CITY COUNCIL. STAFF IS CURRENTLY WORKING ON DEVELOPING LOAN DOCUMENTS. CITY ALSO HAS A HOUSING REHAB GRANT PROGRAM. SINCE JANUARY 2019, TEN GRANTS HABE BEEN GIVEN.
19. FIRST-TIME HOMEBUYER	PROVIDE HOMEOWNERSHIP OPPORTUNITIES FOR LOW-INCOME HOUSEHOLDS	2014-2021	POLICIES AN DPROCEDURES HAVE BEEN APPROVED BY THE CITY COUNCIL. MARKETING OF THE PROGRAM HAS COMMENCED, HOWEVER, NO LOANS HAVE BEEN DISTRIBUTED TO DATE.
22. FAIR HOUSING PROGRAM	CONTINUE TO CONTRACT WITH LOCAL FAIR HOUSING PROVIDERS TO PROVIDE SUPPORT	2014-2021	THE CITY WORKS IN COORDINATION WITH SEVERAL PROVIDES. EACH WEDNESDAY AFTERNOON AT CITY HALL, THE PROVIDERS GIVE A HOUSING CLINIC FOR THE PUBLIC.
30. DEVELOPMENT OF SECOND UNITS	ENCOURAGE THE CONSTRUCTION OF SECOND UNITS	2014-2021	APPROVED ADUs WITHOUT DISCRETIONARY REVIEW THROUGHOUT THE CITY'S SINGLE FAMILY ZONES, PER THE NEW ADU ORDINANCE. 10 NEW ADUs APPROVED IN 2019.

Jurisdiction	El Monte	
Reporting Year	2019	(Jan. 1 - Dec. 31)

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	51
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		1
Total Units		**52**

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Housing Applications Summary	
Total Housing Applications Submitted:	0
Number of Proposed Units in All Applications Received:	11
Total Housing Units Approved:	11
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	6
Number of Streamlining Applications Approved	6
Total Developments Approved with Streamlining	6
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	**Rental**	**Ownership**	**Total**
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF MARCH 17, 2020

March 2, 2020

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

Dear Mayor and City Council:

CONDSIDERATION AND APPROVAL OF ART IN PUBLIC PLACES NO. 01-19 FOR THE PROPOSED SCULPTURES TITLED "GUARDIANS OF SOLACE" WITHIN THE CITY VENTURES "CLEMENTINE" DEVELOPMENT LOCATED AT SANTA ANITA AVENUE AND OWENS WAY

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the proposed Art in Public Place No. 01-19, "Guardians of Solace," sculptures with the recommend conditions of approval (Attachments 1 and 2 – Project Plans and Conditions of Approval).

BACKGROUND

City Ventures, the Applicant of a new multi-family residential development located on the east side of Santa Anita Avenue at Owens Way requests the approval of Art in Public Places No. 01-19 for a public art project titled "Guardians of Solace." The art will comply with Art in Public Places Program Chapter 15.07 of the El Monte Municipal Code (EMMC). On January 6, 2020, the City Council Ad Hoc Development Review Committee reviewed the project and recommended the City Council approve the art piece.

The art piece will consist of two (2) sets of three (3) triangular shaped sculptures by artist Laddie John Dill, in coordination with Creative Art Services. The sculptures will be made of hand carved cement, cut and tempered glass, and a combination of earth based minerals, pigments, and oxides that form durable, colorful and multi-dimensional surfaces.

The two (2) sets of three (3) triangular shaped sculptures will frame each side of the main entry of the 40-unit Clementine development. Specifically, one (1) set of sculptures

will be located at northeast corner of Santa Anita Avenue and Owens Way and one (1) set of sculptures will be located at the southeast corner of Santa Anita Avenue and Owens Way. The multi-tiered sculptures will have a minimum height of 60 inches to maximum height of 120 inches and will be supported with 5/16" aircraft aluminum plates and a series of through rods coupled with sets of vertical bars underneath the sculptures.

In order to maintain visibility of the sculptures while driving a vehicle, on-street parking will be prohibited at the immediate corner of Santa Anita Avenue and Owens Way. In addition, the sculptures will be highly visible while walking or biking to and from Wilkerson School playground (facing west). The sculptures will be visually appealing during the day or at night, with angled LED lighting. The art pieces will add some contrast and a mixed array of colors to the site that will make the sculptures stand out.

According to the artist, the sculptures will honor the historic opportunities of the past and affirm the evolution of El Monte today. With the incorporation of earth materials as permanent pigment the art pieces will represent a place of inspiration, respite, hope and solace. The sculptures will be maintained by the Homeowner Association (HOA) in accordance with the Maintenance Agreement contained in the development's Conditions, Covenants, and Restrictions (CC&Rs).

ARTIST AND GALLERY

Laddie John Dill was born in Long Beach, California and has been a professional artist for over 50 years. His work began in the early 1970's experimenting with the utilization of natural earth materials in combination of glass. The surface of the art piece uses the tempered glass, ground materials, and oxides indigenous to surrounding landscape. Examples of the materials include but are not limited to: blue cobalt oxide, red iron oxide, quartzite, volcanic ash and basalt. His work can be found throughout the United States from Huntington Beach to Washington D.C. His art has also been exhibited in New York, Italy and Taiwan.

The gallery, Creative Art Services, was established in in 1989 in Orange County. The gallery provides fine art curators and acquisition services for a wide range of groups including developers, architects, designers and physicians. Some of the current projects include four (4) monumental public art projects, five (5) large sculptures for model homes and 11 art pieces for a large health care facility.

CURRENT STATUS OF PROJECT

The 40-unit Clementine multi-family residential development was approved by City Council in August 2017. A total of 31 units have been constructed, with some already occupied. The remaining nine (9) units are under construction.

FISCAL IMPACT

The Clementine multi-family residential development is subject to the City's Art in Public Places Ordinance. Applicants have an option to install art on-site or pay into the City's Public Art Fund. For this project, the Applicant has chosen to pay the art fee and will receive reimbursement after the public art has been installed.

RECOMMENDATION

Staff recommends that the City Council approve Art in Public Places No. 01-19, subject to the conditions of approval (Attachment 2).

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONAVANIK
Community and Economic Development Director

Attachments:

1. Project Plans & Artist Information
2. Conditions of Approval

DATE: March 17, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

ATTACHMENT 1

PROJECT PLANS & ARTIST INFORMATION

Art In Public Places

El Monte, California

Clementine

Santa Anita & Owens

City Ventures

creative art services

creative art services

El Monte
Art in Public Places Program
Application

Clementine
City Ventures

Prepared by: Cheryl Thiele, President
Creative Art Services, Inc.
3857 Birch Street #229 Newport Beach, CA 92660
w: 949.497.7948 c: 949.677.6774
email: ct@creativeart.com

creativeart.com

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3. Site Plans with Proposed Sculpture Locations 3
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8. Sculpture Drawing and Installation Details 9
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City of El Monte

Planning Division
11333 Valley Boulevard
El Monte, CA 91731
P: (626) 258-8626
F: (626) 258-8628
http://www.elmonteca.gov

ART IN PUBLIC PLACES APPLCATION (FORM A)

(This Section for Planning Use Only) Received By: _____ **Date Received:** _____

Applicant's Name: City Ventures Homebuilding, LLC
Address: 3121 Michelson Drive, Suite 150 Telephone Number: 949.258.7531 Fax Number: _____
City: Irvine Zip Code: 92612 Email: joe@cityventures.com

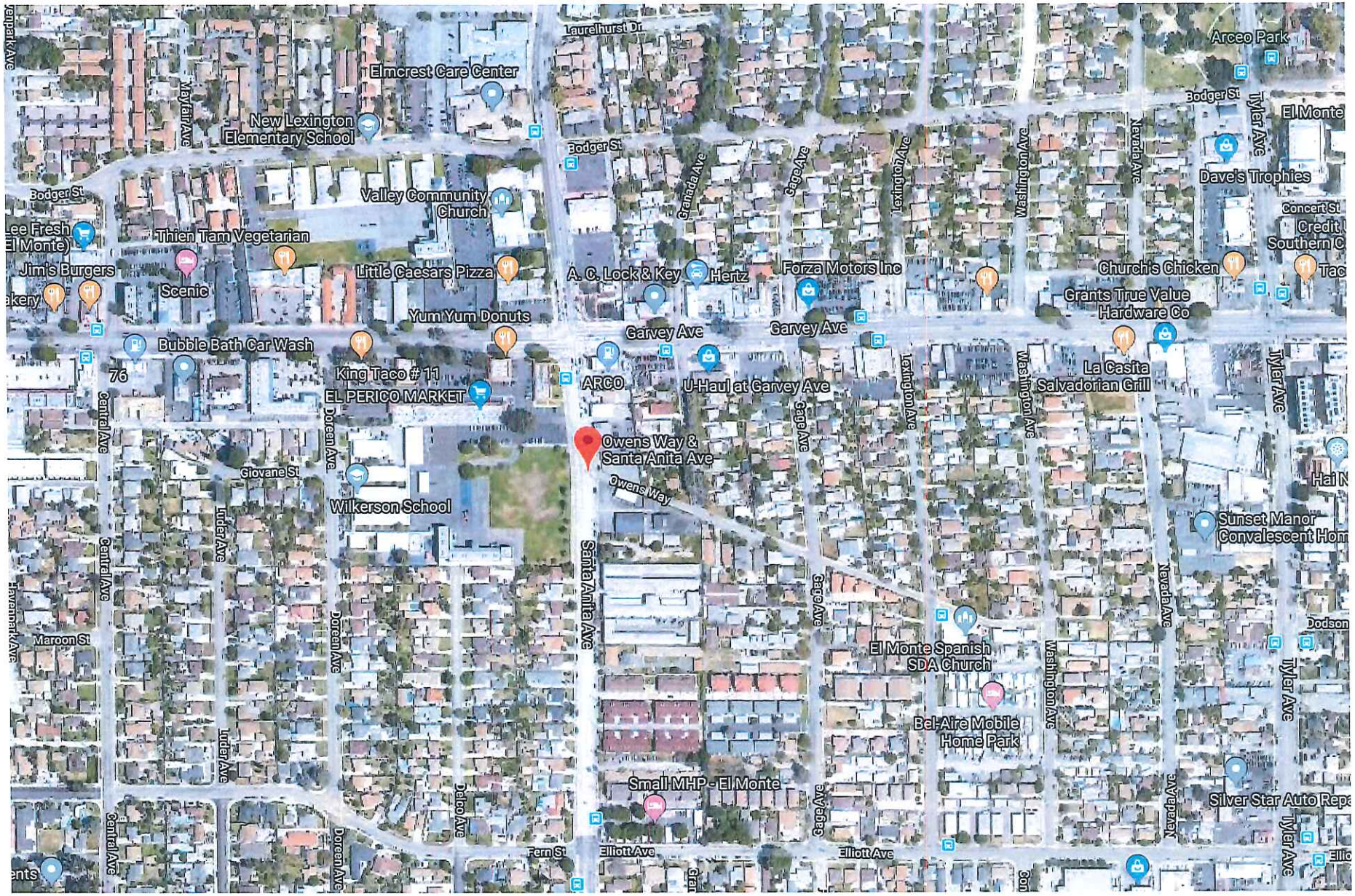
Contact Person: Joe Oftelie
Address: Same as above Telephone Number: _____ Fax Number: _____
City: _____ Zip Code: _____ Email: _____

Property Owner's Name: Same as applicant
Address: _____ Telephone Number: _____ Fax Number: _____
City: _____ Zip Code: _____ Email: _____

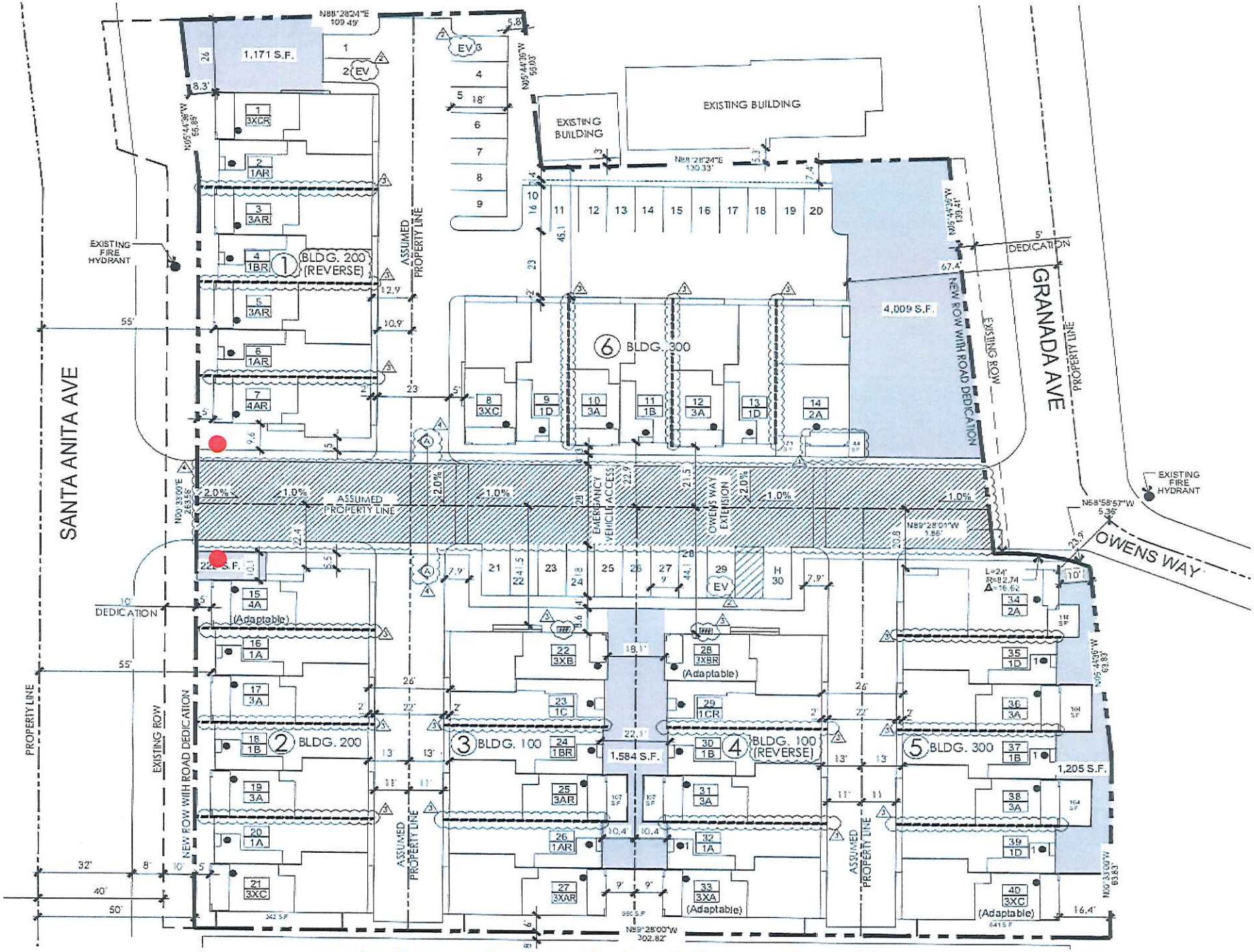
Project Address: Santa Anita & Owens Assessor's Parcel Number: 8104 014 042
Present Use of Property/Existing Improvements: New for-sale townhome development

Title of Art Piece: Guardians of Solace Selling Price (Includes Consultant Fees): 93,000.00
Artist: Laddie John Dill Media: Cement, Tempered Glass, Aluminum
Description of Art Piece: Two groups of three triangular shaped colorful cement, glass, minerals, pigments, and oxides, with aircraft aluminum interior structures

Location of Art Piece (be specific): At main entrance to development
Description of Art Foundation or Base (if applicable): Aluminum Base Plates Bolted to Cement Footings
Distance Between Public Street and Art Piece: 12' (approx.) Anticipated Installation Date: late 2019/early 2020



City Ventures "Clementine"
Santa Anita Avenue at Owens Way
Satellite View of Location



City Ventures "Clementine" Santa Anita Avenue at Owens Way
Architectural Plan Showing Proposed Scultpure Locations

City Ventures "Clementine"
Renderings Showing Proposed Sculpture Locations

creative art services

Our Approach, Artist Statement, and Maintenance

After exploring the works of over ten sculptors for this project, we narrowed our choices to three and requested initial ideas and concepts based on the location, architectural style of the buildings, and the proximity of the two proposed locations. After reviewing all of the works, we selected Laddie John Dill as the sculptor for this project. Mr. Dill is proposing two series of three three-sided site-specific sculptures in varying heights, colors, and textures.

Artist Statement

As one of the original light and space artists of the 1960s and 1970s, I've spent my career exploring how shadows and light interact with one another. Often my cement and glassworks are compared to satellite images of the earth from space. In this series of works, I hand-carve cement, cut and temper glass, and combine earth-based minerals, pigments, and oxides that form durable, colorful, and multi-dimensional surfaces.

Two juxtaposed installations that consist of three triangular-shaped sculptures will frame each side of the main entry/exit to the development. The driving public will have a chance to observe this series of sculptures, while people walking or cycling will have a more lasting and intimate view. As the light conditions transition throughout the day and night, the works will appear to change. By doing so, it will engage the viewer to observe the balance between playful allure and soothing repose.

Maintenance

Laddie John Dill recommends the following maintenance program:

1) Inspect the sculpture a minimum of once a year. Each spring, following the rainy season, clean the sculpture with deionized water.
2) Sprinklers always need to be positioned away from the works to avoid excessive water spray.
3) Periodically check the lights to ensure proper illumination of works from dusk to dawn.

Insurance Rider

It is strongly recommended that a qualified insurance agent assists to ensure that their is ample coverage for any theft, damage, or destruction of sculptures, including an annual adjustment of coverage for COI increases and other possible increases of valuation.

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Additional Artist Statement and Fabrication Process

Born in Long Beach, California in 1943, I graduated from Chouinard Art Institute, Los Angeles in 1968, and was recognized with a Guggenheim Fellowship and two NEA Grants, one for painting and one for sculpture. In 1968, I created my first installations composed of glass, argon, and sand, which appeared to be aerial views of landscape in a horizontal format. In 1971, I had my first solo exhibition at the Sonnabend Gallery in New York. The Museum of Modern Art in New York recently acquired my first work from this series for their permanent collection.

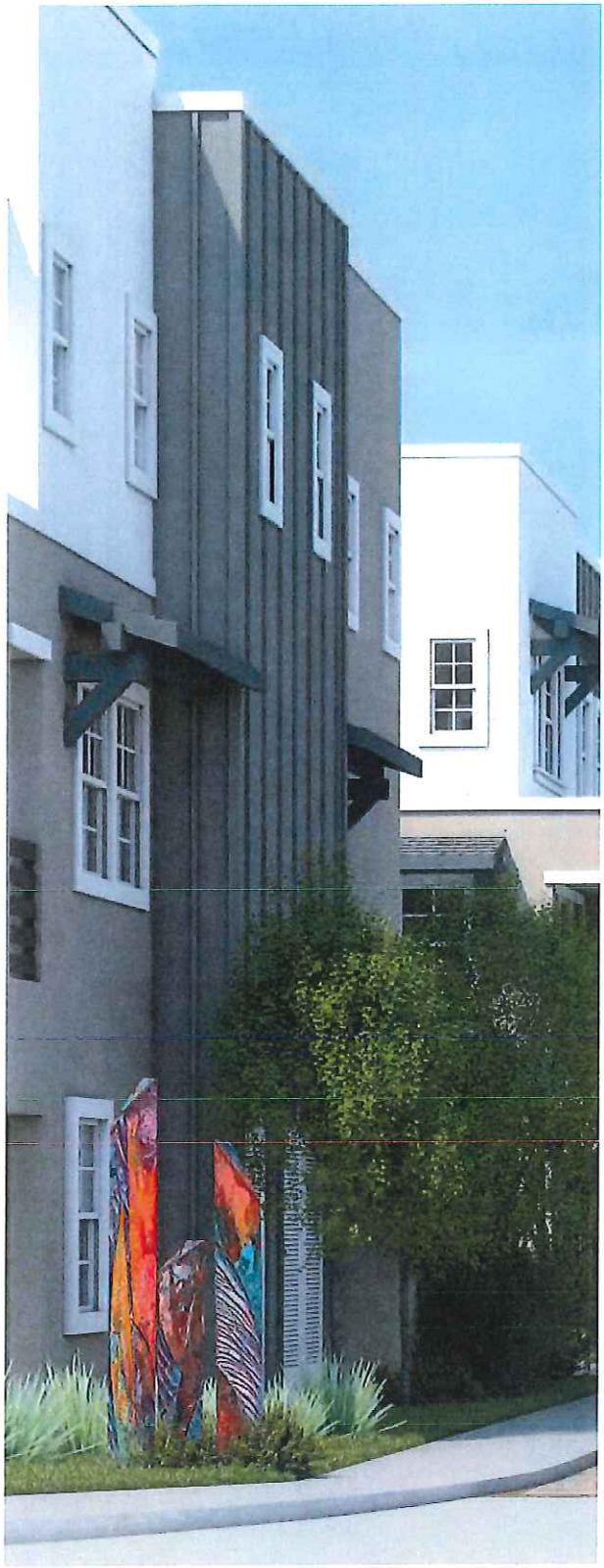
As early as the mid-seventies, I began working on experimentations utilizing natural earth materials in combination with glass. The main premise of the work was that of landscape. The surface of the work employed the use of tempered glass and ground minerals and oxides indigenous to surrounding landscape. Examples of those materials include blue cobalt oxide, red iron oxide, quartzite, volcanic ash and basalt. Since they do not deteriorate or fade in sunlight, and any glass that covers portions is tempered and treated for ultraviolet protection, my sculpture will exist outside with minimal maintenance.

My process for fabricating these works will be as follows:
Using Aircraft Grade 6061 Aluminum (typically used in aircraft fuselages) I cut and weld the three-sided interior structure and slanted top out of 1/4" thick material. This form is then welded to a 1/2" aluminum base plate. Glass is cut and beveled for a perfect fit, then tempered for outdoor use. A layer of clear silicone is spread across the aluminum structure within designated lines where the glass will be placed. I mix ground minerals and oxides (as pigments) into a cement/polymer emulsion that I infuse into the malleable silicone with my hands, brushes, and trowels. While still wet, the tempered glass is set into place, weighted, and allowed to cure. My next step is to carve the remaining surrounding areas with pigmented cement after it is poured into place and allowed to set to a leather-dry consistency. Once fully cured, the works are cleaned and the cement is sealed with a permanent, invisible acrylic polymer.

For photos of the process and other public, outdoor installations, please reference pages 19-21.
A physical sample of the materials is available upon request, however, they are site-specific original sculptures and will be fabricated once approved.

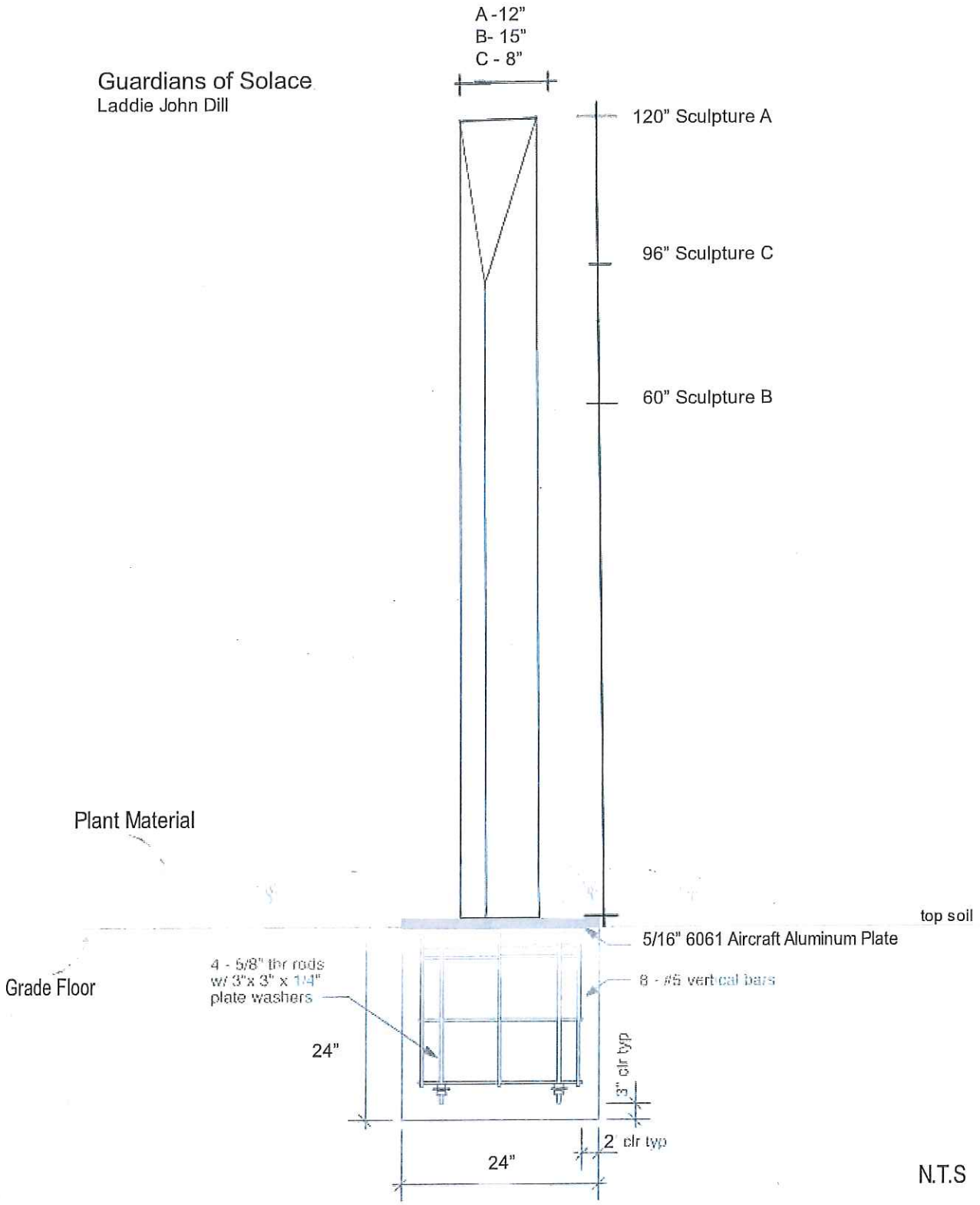
Although El Monte is known for being at the End of the Santa Fe Trail, Guardians of Solace, six colorful, free-standing sculptures will sit at the entrance to Clementine, and represent contemporary sculptural gatekeepers. As these pillar shapes emerge from the landscape, they honor the historic opportunities of the past and affirm the evolution of El Monte today. By using earth materials as permanent pigment, these works are not only ethereal in concept but indigenous in form. I envision these works will represent a place of inspiration, respite, hope, and solace.

"Guardians of Solace"
Laddie John Dill
Concepts of Proposed Six Works



"Guardians of Solace"
Laddie John Dill
Concepts of Proposed Six Works

Guardians of Solace
Laddie John Dill

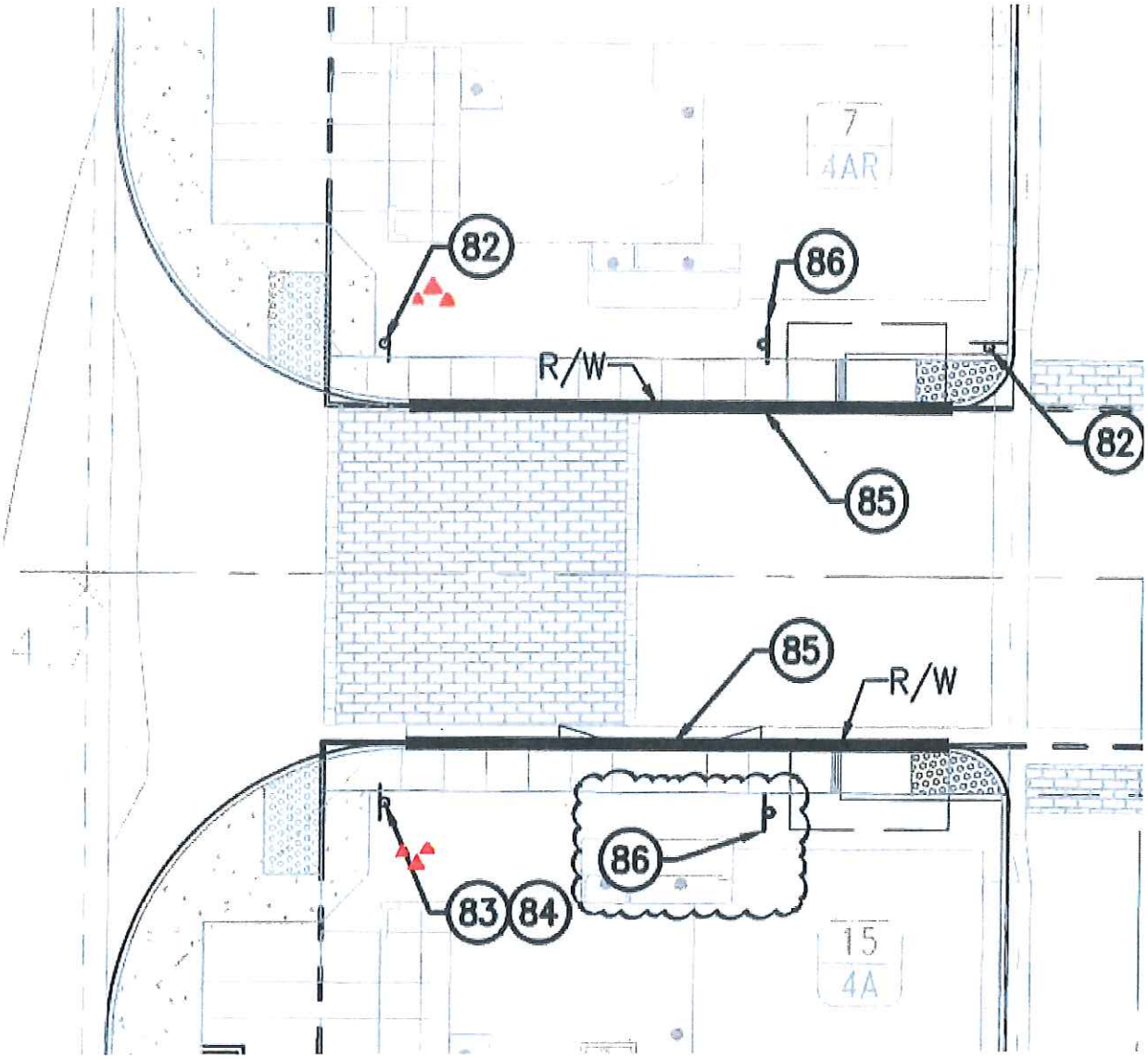


N.T.S

"Guardians of Solace"
Preliminary Installation Detail
To be verified by licensed structural engineer.

SCULPTURE SPECIFICATIONS Laddie John Dill "Guardians of Solace"			
1.0	**Sculpture**	Sizes	2-(Size A) 12" W x 12" D x 120" H, 2- (Size B)15" W x 15" D x 60" H, 2-(Size C) 8" W x 8" D x 96" H
1.1		Armature	6061 Aircraft grade aluminum, welded. 1/4" aluminum with two 1/4" laminations for each section.
1.2		Armature Joints	Continuous seam welded with partial penetration
		Base Plates	5/16" Aircraft Aluminum Plate 24" x 24" each
1.3		Cladding	Cement, Tempered Glass, Minerals, Pigments, Oxides
1.4		Weight	Size A- 280, Size B- 230, Size C- 200 lbs. This is an estimate, each work may weigh less.
2.0	**Foundation**	Template	Templates for placement will be provided by sculptor.
2.1		Concrete	3000 PSI @28 days minimum
2.2		Reinforcing Bars	# 4
2.3		Surface	Will be under plantscape, no finish required.
2.4		Foundation Detail	Final foundation detail to be provided for contractor upon determination of sculpture base plate template.
2.5		Block Out Note	Reinforcing bars must be continuous and not cut through block outs.
2.6		Sealant	Provide clear silicone seal around base of sculpture at foundation.

Guardians of Solace
Sculpture Specifications
To be verified by licensed structural engineer.



STRIPING & SIGNING CONSTRUCTION NOTES:

▲▲ PUBLIC ART SCULPTURES

(82)—INSTALL "STOP" SIGN WITH POST PER CITY STANDARDS.

(83)—INSTALL STREET NAME SIGN PER COUNTY OF LOS ANGELES STD. 1900-1, 1910-1920-1

(84)—INSTALL "FIRE LANE" ENTRANCE SIGN PER DETAIL SHOWN HEREON.

(85)—FIRE LANE IDENTIFICATION – RED CURBS PER DETAIL SHOWN HEREON.

(86)—INSTALL "FIRE LANE – NO PARKING" SIGN PER DETAIL HEREON.

Guardians of Solace
Civil Engineering Plans Near Sculpture Location

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Plants Around Sculptures

Berkeley Sedge
Surrounding Sculptures

Blue Chalksticks
Near Sculptures

Coral Aloe
Behind Sculptures

All Irrigation is Drip System

Lumière

DESCRIPTION

Monaco 3000 series is a small scale, versatile, LED, HID or incandescent inground illuminator for use with T4.5, T6, T3.5; PAR20 and PAR30 metal halide lamps or LED. The adjustable versions, 3000A, 3001A and 3002A provide up to 25° tilt and 360° rotation of the lamp beam allowing for precision aiming. The non-adjustable versions, 3000N, 3001N and 3002N provide a fixed uplight. The Monaco 3000 is ideal for uplighting building facades, trees, columns, and other interesting site features.

Catalog #		Type
Project		
Comments		Date
Prepared by		

SPECIFICATION FEATURES

Material
Recessed housing is constructed from corrosion-proof, injection molded polyphenylene sulfide (PPS). Trim ring is constructed from corrosion-resistant brass or stainless steel.

Finish
Painted trim rings are constructed from solid brass with a polyester powdercoat paint finish. A variety of standard colors is available. Machined natural brass or stainless steel trim rings are unpainted and available in either round or square forms. Brass will patina naturally over time.

Lens
Domed 1/2" thick tempered glass lens, factory sealed with high temperature gasket to prevent water intrusion. Suitable for drive-over applications to 5000 lbs.

Hardware
Stainless steel hardware is standard to provide maximum corrosion-resistance. Outer trim ring includes captive fasteners.

Electrical
LED fixtures include an integral, universal input driver (120V - 277V).

LED Light Engine
LED light engine is included and comes equipped with (7) 3-watt white LEDs. Factory configurable optics allow for four optical distributions. High CRI of 85 with excellent color consistency of +/-50K color temperature.

Dimming
The LED light engine is dimmable to 15% with electronic low voltage equipment (ELV dimmers need a neutral connection in the wall box).

Warranty
Lumiere warrants it's fixtures against defects in materials & workmanship for three (3) years. Driver carries the original manufacturer's warranty.

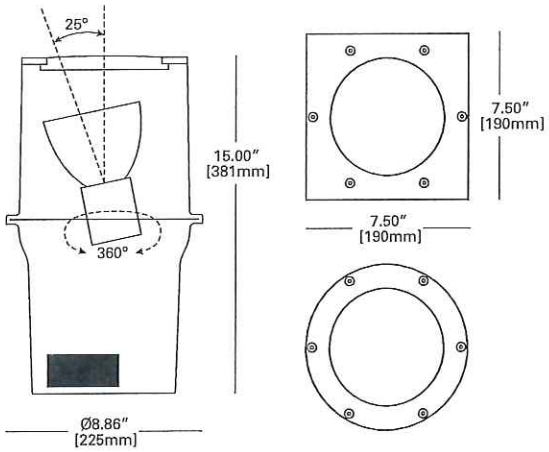
Recessed Housing
Recessed housing is provided with two 3/4 inch NPS threaded conduit entries. The recessed housing is available to ship in advance of complete fixture for rough-in purposes. Specify option -LBB and order recessed housing and accompanying components from below:

Recessed housing:
3000-BBR
3000-BBS
Recessed housing with fusing:
3000-BBR-FUS
3000-BBS-FUS

MONACO

3002A
LED

APPLICATIONS:
ADJUSTABLE INGROUND



CERTIFICATION DATA
UL and cUL Wet Location Listed
LM79 / LM80 Compliant
ROHS Compliant
IP67 Ingressed Protection Rated

TECHNICAL DATA
18 Watt Max. LED
40°C Maximum Temperature Rating

ORDERING INFORMATION

Sample Number: 3002A-RD-18LED3000-MFL-CLR-UNV-BZ

Series	Trim	Source	Distribution	Top Glass	Voltage	Finish [1]	Other
3002A=Monaco 3002 LED Adjustable Aiming	**RD**=Round **SQ**=Square	**18LED3000**=18W LED, 3000K, 85 CRI **18LED4000**=18W LED, 4000K, 85 CRI	**SP**=9° Spot **NFL**=15° Narrow Flood **MFL**=25° Medium Flood **WFL**=40° Wide Flood	**CLR**=Clear Top Glass **DIF**=Diffuse Top Glass **NSL**=Non-Slip Lens	**UNV**=120-277V 50/60Hz, electronic driver	**Painted** **BK**=Black **BZ**=Bronze **CS**=City Silver **VE**=Verde **WT**=White **Premium Material** **NSS**=Natural Stainless Steel **NBR**=Natural Brass	**LBB**=Less Back Box **FUS**=Fusing

Guardians of Solace
Proposed Style of Light Fixture
Sculptures Illuminated From Dusk to Dawn

creative art services

Cost Summary

Artist Design, Materials and Fabrication Fees	$56,045.45
Art Consultant Fees	18,000.00
Transportation	1,000.00
Footings	5,000.00
Structural Engineering	1,000.00
Lighting and Electrical	3,000.00
Identification Plaque	500.00
Sales Tax (10%)	8454.55
Total	$ 93,000.00

LADDIE JOHN DILL 3311 W. Washington Blvd. Los Angeles, CA 90018 310.995.9936

1943	Born in Long Beach, California
1964 - 1968	Attended Chouinard Art Institute, Los Angeles, BFA 1968
1975	National Endowment for the Arts, Artists Fellowship
1979	John Simon Guggenheim Fellowship
1982	National Endowment for the Arts, Artists Fellowship
1983	California Arts Council, Art in Public Buildings Program Grant

Selected Public Collections

Albertson's, Brea, California
Bakersfield Museum of Art, Bakersfield, California
Boise Art Museum, Boise, ID
Cedar-Sinai Medical Center, Los Angeles, California
Corcoran Gallery of Art, Washington D.C.
Chicago Art Institute, Chicago, Illinois
City Walk, Brea, California
Caldwell Museum, Humboldt, Tennessee
Frederick Weisman Museum of Art, Malibu, California
Greenville County Museum, South Carolina
High Museum of Art, Atlanta, GA
Kaiser Permanente, Bellflower, California
Kaiser Permanente, West Los Angeles, California
Kaiser Permanente, Anaheim, California
Laguna Beach Museum of Art, Laguna Beach, California
Los Angeles County Museum of Art, L.A. , California
Louisiana Museum, Denmark
Museum of Contemporary Art, Honolulu, Hawaii
Museum of Contemporary Art, Los Angeles, California
Museum of Contemporary Art, San Paulo, Brazil
Museum of Modern Art, New York City, New York
Museum of Modern Art, San Francisco, California
Museum of South Texas, Corpus Christi, Texas
Norton Simon Museum, Pasadena, California
Oakland Museum, Oakland, California
Orange County Museum of Art, California
Palm Springs Desert Museum, Palm Springs, California
Phillips Collection, Washington D.C.
Phoenix Art Museum, Phoenix, Arizona
Santa Barbara Museum, Santa Barbara, California
San Diego Museum of Art, San Diego, California
Seattle Art Museum, Seattle, Washington
Smithsonian Institute, Washington D.C.
UCLA Medical Center, Los Angeles, California
Western Gallery, Western Washington University, Bellingham, WA
Museo Jumex, Mexico City, Mexico
Cincinnati Art Museum, Cincinnati, OH
Western Gallery, Western Washington University, Bellingham, WA

Racine Art Museum, Racine, WI
Museum of Art at Dartmouth College, Hanover, NH
Frankel Foundation, Troy, MI

One Person Exhibitions

1971	Sonnabend Gallery, New York
	Pasadena Art Museum, California
	Portland State University Art Gallery, Oregon
1972	Morgan Gallery, Shawnee Mission, Kansas
	Sonnabend Gallery, New York
1973	Mizuno Gallery, Los Angeles
1974	James Corcoran Gallery, Los Angeles
1975	Douglas Drake Gallery, Kansas City
	James Corcoran Gallery, Los Angeles
1976	Kansas State Union Gallery, Manhattan, Kansas
	Dootson-Calderhead Gallery, Seattle, Washington
	Seder-Creigh Gallery, Coronado, California
1977	James Corcoran Gallery, Los Angeles
	Grapestake Gallery, San Francisco, California
1978	Landfall Press Gallery, Chicago
	James Corcoran Gallery, Los Angeles
	Dobrick Gallery, Chicago
	Baxter Art Gallery, California Institute of Technology, Pasadena (catalogue)
	Douglas Drake Gallery, Kansas City, Kansas
1979	James Corcoran Gallery, Los Angeles
1980	Linda Farris Gallery, Seattle, Washington
	Osuna Gallery, Washington D.C.
	James Corcoran Gallery, Los Angeles
	University Art Gallery, CSU, Dominguez Hills : "Laddie John Dill: An Installation"
1981	Charles Cowles Gallery, New York
	Peppers Art Gallery, University of Redlands, Ca. (catalogue)
	Zolla/Lieberman Gallery, Chicago
	Landfall Press Gallery, Chicago
	Thomas Babeor gallery, La Jolla, California
	Grapestake Gallery, San Francisco
1982	Linda Farris Gallery, Seattle, Washington
	Los Angeles Institute of Contemporary Art, Los Angeles
	James Corcoran Gallery, Los Angeles
1983	University Art Museum, California State University Long Beach:
	"Centric 7: Laddie John Dill/ Designs for Death in Venice."
	James Corcoran Gallery, Los Angeles
	Thomas Babeor Gallery, La Jolla, California
	Charles Cowles Gallery, New York
	West Beach Cafe, Los Angeles: "Helium, Argon and Sand."
1984	Zolla/Lieberman Gallery, Chicago
	Fuller Goldeen Gallery, San Francisco
	Ochi Gallery, Boise, Idaho
	Linda Farris Gallery, San Francisco
1985	Thomas Babeor Gallery, La Jolla, California
	Union Gallery, San Jose State University, San Jose, California

1986	James Corcoran Gallery, Los Angeles
	Charles Cowles Gallery, Los Angeles
	Long Beach Museum Of Art, Long Beach, California
	Cirrus Gallery, Los Angeles: " Monotypes and Woodcuts." Cirrus Editions
1987	SITE 311, Pacific Grove, California
	Fuller/ Goldeen Gallery, San Francisco
	Santa Monica Heritage Museum, Santa Monica, CA
	Thomas Babeor Gallery, La Jolla, California
1988	Ochi Fine Art, Boise, Idaho
	Sun Gallery, Seoul, Korea
	Sena Galleries West, Santa Fe, New Mexico
	Mixografia Gallery, Los Angeles, California: "Aerial Landscapes"/Monotypes
	Galeria Joan Prats, New York, New York
	Ochi Fine Arts, Sun Valley, Idaho
	Gensler and Associates, Los Angeles, California
1989	Smith Anderson Gallery, Palo Alto, California
	Cypress College/Fine Arts Gallery, Cypress , California
	Persons & Lindell Gallery, Helsinki, Finland
	Sun Gallery, Seoul, Korea
	Christopher Grimes Gallery, Carmel, California
	Ochi Gallery, Sun Valley, Idaho
1990	Works Gallery South, Costa Mesa, California
	Sam Francis Gallery/ Crossroads School, Santa Monica, CA
	Municipal Art Gallery/Mixografia Gallery and Workshop, Los Angeles, California
	Linda Farris Gallery, Seattle, Washington
	Sena Galleries West, Santa Fe, New Mexico
1991	d.p. Fong Galleries, San Jose, California
	Works Gallery South, Costa Mesa, California
	Ernie Wolfe Gallery, Los Angeles, California
1992	Stremmel Gallery, Reno, Nevada
	Conejo Valley Art Museum, Thousand Oaks, California
	d.p. Fong & Spratt Galleries, San Jose, California
1993	Ochi Gallery, Sun Valley, Idaho
1994	Andrea Marquit Fine Arts, Boston, Massachusetts
	Steven Josefsberg Gallery, Portland, Oregon
	Parchmann Stremmel Galleries, San Antonio, Texas
1995	Ochi Gallery, Sun Valley, Idaho
	Valerie Miller Fine Art, Palm Springs, California
1996	Chac Mool Contemporary Fine Art, Los Angeles, California
1998	Parchman Stremmel Galleries, San Antonio, Texas
1999	Ochi Gallery, "Recent Works", Sun Valley, Idaho
	Bakersfield Museum of Art, Bakersfield, California
2000	Euro Gallery, Exhibition, Minneapolis, Minnesota
2001	Skidmore Contemporary Art, Malibu, California
	Bakersfield Museum of Art, Bakersfield, California
	Elena Zass Gallery, Laguna Beach, California
2003	Off Main Gallery, Bergamont Station, Santa Monica, California
2006	LA Artcore Gallery, "Survey: 1970 - 2006", Los Angeles, California
2010	Nyehaus,"Contained Radiance", New York, NY
2012	Nye+Brown, "Contained Radiance/LA", Los Angeles, California
	Ochi Gallery, "Contained Radiance/Idaho", Ketchum, Idaho

2013	Nyehaus Gallery, "Elementary: Laddie John Dill", New York, New York
2015	Laddie John Dill – A Survey, ART 1307 Cultural Institution, Napoli, Italy
	Pio Monte della Misericordia, Napoli, Italy
2016	Contained Radiance: Miracle Mile, Ace Gallery, Los Angeles, California
	Light Sentences and Light Traps, Oceanside Museum of Art, Oceanside, CA
2017	Contained Radiance: Desert Light, Galerie Dominique Fiat, Paris, France
	Contained Radiance: San Francisco, Themes + Projects Gallery, San Francisco, California
	Antiquitas in Luce, Museo Archeologico Nazionale di Napoli, Naples, Italy

Selected Group Exhibitions (since 1999, over 50 group exhibitions prior.)

1999	Addison/Ripley Fine Art: "10 x 10.", Washington D.C.
	California Center for the Arts: "THE ECLECTIC EYE Escondido, California
	Watts Tower Arts Center: Los Angeles, CA
	Armory Center for the Arts: Pasadena, CA
	Norton Simon Museum: "Selections from the Permanent Collection." Pasadena, CA
	Molly Barnes Gallery: "Screens and Totems." Santa Monica, California
	BGH Gallery: "200/2000/200." Santa Monica, CA
2001	Museum of Neon Art: "Neon Art from the '50's, '60's & '70's"Los Angeles, CA
	Chouinard: "A Living Legacy." Oceanside Museum, Oceanside, California
	Skidmore Contemporary Gallery: Group Show, Malibu, CA
	Anthony Seraphin Gallery: Group Show, Philadelphia, PA.
2002	Skidmore Contemporary Gallery: Group Show, Malibu, CA.
	Laguna Art Museum: "Surf Culture." Laguna Beach, CA.
	The Art & Cultural Center: "Beyond The Surface." Fallbrook, CA.
	Pepperdine University: "California Art from the Richard R. Weisman Foundation."
2003	Pepperdine University: "Recent Aquisitions." Malibu, CA.
	The Art & Cultural Center: "Beyond The Surface 2." Fallbrook, CA.
2004	Patrick Olson Gallery: Group Show, Detroit, CA.
	LAX, Group Show, Terminal One
	Ruth Bachofner Gallery: AGL Above Ground Level, Santa Monica, CA.
2005	Weisman Art Museum:
	West! Frank Gehry and the Artists of Venice Beach 1962-78 Minneapolis, MN
	Laurie Frank/Media Rare Gallery at Off Main Gallery
	Atelier Richard Tullis: Unique Works on Paper Santa Monica, CA
	Chevron Gallery: Inaugural Group Show Irvine, CA
	Surfrider Foundation Presents: Art for the Ocean
	Chelsea Piers, NYC
	Santa Monica Museum of Art : Incognito Santa Monica, CA
2006	Norton Simon Museum of Art: Translucence Pasadena,CA
	Tobey C. Moss: Sculptures on Paper Los Angeles, CA
	Nelson-Atkins Museum: Selections from permanent collection Kansas City, Kansas
	Da Vinci Gallery, Los Angeles City College: Abstract Paintings
	Norton Simon Museum of Art: Translucence Pasadena, California
	Tobey C. Moss: Sculptures on Paper Los Angeles, California
	Nelson-Atkins Museum: Selections from Permanent Collection Kansas City, Kansas
	Da Vinci Gallery, Los Angeles City College: Abstract Paintings
2007	Fredrick R. Weisman Museum of Art: A View Within, Malibu,
	California Tokyo Metropolitan Art Museum & Gallery Kingyo:
	Tom Bradley International Terminal LAX, "Modernism Today"

	Frederick R. Weisman Museum of Art, Pepperdine University:
	"Made in California: Contemporary California Art", Los Angeles, California
2008	LA Contemporary: "Nepotism", Los Angeles, California
	The Riverside Art Museum Riverside, California
2009	Rumba: "Made in California", Santa Monica, California
	Coda Gallery, Rancho Mirage, California
	Frederick R. Weisman Museum of Art, Pepperdine University Malibu, California
	Fellini Gallery, Shang Hai, China
	PS Zask Gallery, "Thirdspace", Los Angeles, California
	Santa Monica Museum, "Incognito", Santa Monica, California
2010	David Zwirner, "Primary Atmospheres", New York, New York
	Museo Jumex, "Collection", Mexico City, Mexico
	Basel Art Fair, "Volta 6", Basel, Switzerland
	Nyehaus, "Swell", New York, NY
	Nathan Bernstein Gallery, "Behind the Light", New York, NY
	Friedrich Petzel Gallery, "Swell", New York, NY
2011	Venice Biennale, "Venice in Venice" Venice, Italy
	Nye+Brown, "The Lords and the New Creatures", Los Angeles, California
	The Frederick R. Weisman Museum of Art, Malibu, California (PST)*
	5 Lite, "Laddie John Dill, Ed Moses, James Turrell, Robert Irwin, Robert Wilhite", Los Angeles, CA (PST)*
	Seeline Gallery, "Silver", Los Angeles, California (PST)*
	Santa Ana College, "Mysterious Objects", Los Angeles, California
	Laguna Art Museum, "Best Kept Secret", Laguna Beach, California (PST)*
	Nye+Brown, "Domestic Disturbance", Los Angeles, California
	LA Artcore, "Solid as a Rock", Los Angeles, California (PST)*
	Galerie Dominique Fiat, "PST / Paris", Paris, France
2012	Maison Rouge, "Who's Afraid Of Red, Yellow And Blue", Paris, France
	"LA Invasion: Laddie John Dill/Peter Alexander/Judy Chicago", Berlin, Germany
	Martin-Gropius-Bau, "Pacific Standard Time Berlin", Berlin, Germany (PST)*
	William Turner Gallery, "Ed's Party", Los Angeles, California
	Joe's Abbot Kinney, "Artists X Architects", Venice, California
	MACRO, "Neon. La Materia Luminosa Dell'Arte", Rome, Italy
2013	Barbara Mathes Gallery, "California Group Exhibition", New York, New York
	Peter Blake Gallery, "The Nature of Abstraction", Laguna, California
	Art 1307, "7 Magnifici Anni", Napoli, Italy
	Ochi Gallery, "Value of a Line", Sun Valley, Idaho
2014	Austin Projects, "Inaugural Exhibition", Palm Desert, California
	Galerie Dominique Fiat, "Laddie John Dill and Brian Wills", Paris, France
	Nyehaus and Dorfman Projects, "The Very Last Plastics Show," New York, NY
	Laguna Museum of Art, Selections from the Permanent Collection, Laguna Beach, CA
2015	Laguna Art Museum, "In Barcelona", Laguna Beach, CA
	LACMA, "Drawings from the 60's and 70's", Los Angeles, CA
	Laguna Art Museum, Electric Light Blanket, Laguna Beach, CA
	Art Basel: Miami,"LAX-MIA: Light + Space", through Ace Gallery, Miami, FL
2016	Cantor Arts Center, Stanford University, California
	Selections from the Permanent Collection, Museum of Modern Art, New York

*PST-Pacific Standard Time, in conjunction with J. Paul Getty Museum, 1945-1980

Close up of Glass and Cement Carving
Physical Samples Avialable

Glass Phase

Cement Carving Phase

Beach Medical Office Building, Huntington Beach, CA

Federal Building, Washington D.C.

Sunnyvale Business Park, Sunnyvale, California

Albertson's, Brea, California

creative art services

Art Consultant Background and Resume

Creative Art Services, Inc. functions as the catalyst between developers, public art agencies, and artists to ensure the successful fulfillment of percent-for-art programs.

Cheryl Thiele is the principal of Creative Art Services, Inc. and in the thirty years since she founded the company, has placed thousands of works of art in hundreds of locations, and coordinated over thirty monumental public art projects.

Select Clients Include:

Kaiser Permanente
Verizon
Unocal
Experian
Albertson's
Western Realco
Shea Homes
The Olson Company
Volt Development
CWI Development
Fuscoe Engineering
CT Realty
The Escrow Specialists
Pacific Western Bank
Santa Ana Country Club
Taps Restaurant and Brewery
Torrance Memorial Medical Center
Pacific Alliance Medical Center
Inland Medical Plaza
Inland Valley Regional Hospital
Santa Ana Hospital

Anaheim General Hospital
TELO Medical Office Building
Diagnostic Imaging Services
McMillen Chemical Treatment Center
Family Medical Center of Torrance
Torrance Health Association
South Bay Family Medicine
South Bay Radiation Oncology
Breast Diagnostic Centers
Rancho Family Practice
St. Francis Medical Center
Good Samaritan Hospital
Endoscopy Centers of California
West Coast Medical Group
South Bay Medical Group
Palomar Medical Group
Metropolitan Life Insurance
The Federal Building, Guam
The Outrigger Hotel, Guam
The Regency Hotel, Guam
The Mighty Ducks of Anaheim

ATTACHMENT 2

CONDITIONS OF APPROVAL

CONDITIONS OF APPROVAL

In order to approve Art in Public Places No. 01-19 for two (2) sets of three (3) triangular sculptures entitled "Guardians of Solace," the following conditions of approval shall be met:

1. The project shall substantially conform to Art in Public Places No. 01-19 project plans presented to the City Council on March 17, 2020, and as conditioned herein.

2. The Art in Public Places No. 01-19 approval shall be effective for a period of twelve (12) months from the date of effective approval thereof unless the applicant has obtained building permits or has timely requested a time extension.

3. The project shall comply with the El Monte Art in Public Places Program, Chapter 15.07 of the El Monte Municipal Code (EMMC), including but not limited to the following:
    a. The art work shall be maintained by the property owner in a safe, neat, clean and orderly manner acceptable to the city. The art work shall also be maintained in good repair.
    b. Prior to the issuance of building permits, the property owner shall execute and record with the Registrar-Recorder/County Clerk for the county of Los Angeles, covenants, conditions and restriction in the form and content approved by the Economic Development Director and the City Attorney providing, among other things:
        i. That the property owner, its successor and assigns and all subsequent owners of the underlying real property shall maintain the art work as required by subsection 15.07.050(G) of the EMMC ;
        ii. That the property owner shall indemnify, defend and the hold the city, its elected and appointed officials, officers, employees, volunteers and related parties harmless from any and all claims or liabilities arising out of the art work; and
        iii. That owner shall provide the City Clerk's office with a certificate of public liability insurance naming the city as an additional insured including such coverage and liability limits as may be specified by the Economic Development Director.

4. The art work shall be displayed in an area that is open and freely accessible to the public for at least ten (10) hours each day or displayed in a manner which otherwise provides public accessibility in an equivalent manner based on the characteristics of the art work or its placement on the site.

5. A marker or plaque shall be installed in the vicinity of the sculptures. The marker or plaque shall include the following: the art title, artist, the date installed and identify that the art is part of the "El Monte Art In Public Places Program."

6. Provide a lighting plan for the sculptures. The lighting should be on an automatic timer.

7. The artist shall use vibrant native oxides and colors to El Monte in the sculptures. The final colors used shall be reviewed and approved by the Planning Division.

8. The landscape palette shall be planted to have color and blooms at different times of the year.

9. Work with the City's Public Works Department to restrict parking along Santa Anita Avenue, as necessary, to maintain views of the sculptures from the street.

CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF MAY 17, 2020

March 11, 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 THE PURCHASE AND SALE AGREEMENT (PSA) AND JOINT ESCROW INSTRUCTIONS BETWEEN THE CITY OF EL MONTE AND BRADLEY STERN OF 3701 SANTA ANITA AVENUE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Receive a presentation from City staff regarding the proposed Purchase and Sale Agreement (PSA) and Joint Escrow Instructions (Attachment 1) between the City of El Monte and Bradley Stern of 3701 Santa Anita Avenue; and
2. Adopt the Resolution (Attachment 2) approving the PSA by and between the City of El Monte and Bradley Stern; and
3. Authorize the City Manager and City Attorney to make any non-substantive minor modifications and execute the PSA.

BACKGROUND

The subject property (the "Site") located at 3701 Santa Anita Avenue measures 16,140 square feet (0.37 acre) and is located at the southwest intersection of Santa Anita Avenue/Valley Boulevard. According to Building Division documents, the 4,060 square foot building was constructed in 1967 and was used as a restaurant. Subsequent building permits indicate that the building was converted to a dental office in 1977 and was used continuously as a dental office until it was closed in 2014. The building has remained vacant and unimproved since 2014. In 2019, there was minor structural damage caused by a fire due to homeless activity at the Site.

Santa Anita Avenue/Valley Boulevard is a major intersection within the City of El Monte (the "City") as both streets are designated as Major Arterials in the 2011 Vision El Monte General Plan Circulation Element. Major Arterials are defined as streets that carry traffic from one part of the City to another and connect to the highway system. Major Arterials carry the highest volumes of traffic at the highest speeds. Per the Circulation Element, the roadway standards for a Major Arterial call for a right-of-way width of 100 feet for a four (4) lane roadway. Currently, the segment of Valley Boulevard fronting the Site does not comply with the Circulation Element for a Major Arterial as the existing right-of-way width ranges from approximately 80 to 85 feet.

The City has been in discussions with the property owner, Bradley Stern on the acquisition of the Site for future street improvements along Valley Boulevard and a potential open space area for bicycle facilities. The Site has been vacant for six (6) years and is a nuisance property. The acquisition of the Site for street improvements would enhance the Valley Boulevard/Santa Anita Avenue intersection as it serves as an entry point into the Downtown District. The northwest intersection of Valley Boulevard/Santa Anita Avenue is currently enhanced with Veterans Memorial Mini Park. The Park enables community access to the Emerald Necklace Bike Path; part of the Emerald Necklace Trail along the two (2) Major Arterial roads. The City's acquisition of the Site would allow for street improvements to comply with the General Plan Circulation Element and a potential open space area for bicycle facilities for users of the Emerald Necklace Trail.

PROPERTY APPRAISAL AND PURCHASE PRICE

The City's potential acquisition of the Site was presented to the City Council in Closed Session on August 29, 2019 in which the City Council directed staff to commence negotiations with the Property Owner. During initial negotiations, the Property Owner's asking price was $1,575,000. Staff presented the $1,575,000 asking price to the City Council at Closed Session on September 17, 2019 in which the Council directed staff to order an appraisal for the fair market value of the property and to confirm the proposed $1,575,000 purchase price.

Staff obtained the services of Integra Realty Resources to prepare a Fair Market Value Appraisal of the property. The Appraisal concluded that the fair market value as-is of the property is $1,875,000. Staff continued negotiations with the property owner. On February 4, 2020 under City Council Closed Session, staff presented the appraisal value of $1,875,000 and the property owner's new asking price of $1,725,000. The $150,000 increase in asking price is a median compromise of the $300,000 difference between the original asking price of $1,575,000 and the appraisal price of $1,875,000. At the Closed Session, the Council directed staff to return with a draft purchase and sale agreement for City Council's consideration under a regular agenda item at a future City Council meeting.

FINDING OF GENERAL PLAN CONFORMITY

In accordance with California Government Code Section 65402, a local agency (the City of El Monte) shall not acquire real property for street, park or other public purposes, until such acquisition has been submitted to and reported upon by the planning agency having jurisdiction (the Planning Commission), as to conformity with the City's adopted general plan. Therefore, in order for the City to acquire the Site for street, park or other public improvements, it is necessary for the Planning Commission to find that the acquisition is in conformance with the 2011 Vision El Monte General Plan.

The Santa Anita Avenue/Valley Boulevard intersection is identified as an "enhanced intersection" location in the General Plan Community Design Element. Additionally, Valley Boulevard is designated as a Major Arterial in the General Plan Circulation Element.

On March 10, 2020, the Planning Commission adopted Resolution No. 3566 (Attachment 3) finding that the proposed City acquisition of the Site for street improvements and public open space is in conformance with the following General Plan Community Design Element and Circulation Element policies:

> CD-2.9 Enhanced Intersections. Provide appropriate landscaping coverage and other design enhancements at major intersections (e.g., Valley Boulevard and Santa Anita Avenue) to denote critical intersections or entry points into districts.
>
> C-2.1 Balance the Roadway System and Land Uses. Provide a safe and efficient street system to support the City's mobility goals for all transportation modes and the General Plan goals.
>
> C-2.5 Context-Sensitive Street Standards. Design and operate streets and intersections to be sensitive to adjacent land uses and districts and to all roadway users, including transit, bicycles, and pedestrians, where appropriate.

The City's acquisition of the Site would allow for future street improvements along Valley Boulevard in compliance with the General Plan Circulation Element's standards for a Major Arterial roadway and would allow for the enhancement of the intersection into the Downtown District. Additionally, the City's acquisition of the Site would allow for future open space improvements for bicycle facilities.

SUMMARY OF KEY ELEMENTS OF THE PURCHASE AND SALE AGREEMENT

The draft PSA is attached to this staff report for reference. The following sections provide a summary of the elements of the draft PSA:

Purchase Price: $1,725,000

Opening of Escrow: Within five (5) City business days of the Effective Date (the date upon which this Agreement has been fully executed by both Bradley Stern ("Seller") and City of El Monte ("Buyer").

Closing Date: April 30, 2020

Escrow Deposit: Concurrently with the opening of Escrow, the Buyer shall wire to the Title company $100,000 as an "Escrow Deposit". The Escrow Deposit shall be credited against and applied to the Purchase Price. If the Agreement is terminated at no fault of the Seller, the Seller shall be entitled to retain the Escrow Deposit paid.

Escrow Extension Deposit: Provided that the Buyer has not terminated this Agreement prior to five (5) City business days before April 30, 2020, and Closing has not occurred by April 30, 2020, the Buyer shall wire to the Title Company $10,000 for an "Escrow_Extension Deposit" to extend the Closing Date through the last day of each subsequent month until July 31, 2020. The Escrow Extension Deposits shall not be credited against nor applied to the Purchase Price.

If the Closing has not occurred by July 31, 2020, the Seller shall be entitled to retain the aggregate amount of the Escrow Extension Deposits ($30,000) paid by the Buyer to the Title Company.

FISCAL IMPACT

There are no negative impacts to the General Fund. The Purchase Price of $1,725,000 will be paid through public transportation improvement funds. The City will have to obtain approval by Metro prior to the use of the public transportation improvement funds.

CEQA/ENVIRONMENTAL DETERMINATION

Pursuant to the California Environmental Quality Act (CEQA) statues and requirements, on March 10, 2020, the Planning Commission determined that the City's acquisition of the Site for street improvements is consistent with CEQA Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning). The Santa Anita Avenue/Valley Boulevard intersection is identified as an "enhanced intersection" location in the General Plan Community Design Element. Additionally, Valley Boulevard is designated as a Major Arterial in the General Plan Circulation Element. Per the Circulation Element, the roadway standards for a Major Arterial call for a right-of-way width of 100 feet for a four (4) lane roadway. Currently, the segment of Valley Boulevard fronting the Site does not comply with the Circulation Element for a Major Arterial as the existing right-of-way width ranges from approximately 80 to 85 feet.

Therefore, the City's acquisition of the Site for future street improvements of Valley Boulevard is in conformance with the 2011 Vision El Monte General Plan Community Design Element as an "enhanced intersection" and Circulation Element as a Major Arterial roadway in which an Environmental Impact Report (State Clearing House #2008071012) was certified in June 2011. The future street and open space improvements would further the goals and policies of the General Plan.

The CEQA determination is for the City's acquisition of the Site only. Prior to any street or open space improvements, the project shall be assigned a Capital Improvement Project (CIP) number and shall undergo a separate project-specific review process, including environmental analysis in compliance with CEQA.

CONCLUSION

It is recommended that the City Council: 1) Receive a presentation from City staff regarding the proposed Purchase and Sale Agreement (PSA) and Joint Escrow Instructions between the City of El Monte and Bradley Stern of 3701 Santa Anita Avenue; 2) Adopt the Resolution approving the PSA by and between the City of El Monte and Bradley Stern; and 3) Authorize the City Manager and City Attorney to make any non-substantive minor modifications and execute the PSA.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONAVANIK
Community and Economic Development Director

Attachments:

1. Draft PSA
2. Resolution
3. Planning Commission Resolution No. 3566

DATE: MARCH 17, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

ATTACHMENT 1

DRAFT PSA

ATTACHMENT 2

RESOLUTION

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA APPROVING THE PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS BETWEEN THE CITY OF EL MONTE AND BRADLEY STERN OF 3701 SANTA ANITA AVENUE

WHEREAS, the real property located at 3701 Santa Anita Avenue / APN Nos. 8575-023-001 and 8575-023-002 (the "Site") is located at the intersection of Santa Anita Avenue/Valley Boulevard and identified as an "enhanced intersection" location in the 2011 Vision El Monte General Plan Community Design Element;

WHEREAS, is Santa Anita Avenue/Valley Boulevard is designated as a major intersection within the City of El Monte (the "City") as both streets are designated as Major Arterials in the 2011 Vision El Monte General Plan Circulation Element;

WHEREAS, Major Arterials are defined by the 2011 Vision El Monte General Plan Circulation Element as streets that carry traffic from one part of the City to another and connect to the highway system. Major Arterials carry the highest volumes of traffic at the highest speeds;

WHEREAS, Per the Circulation Element, the roadway standards for a Major Arterial call for a right-of-way width of 100 feet for a four (4) lane roadway. Currently, the segment of Valley Boulevard fronting the Site does not comply with the Circulation Element for a Major Arterial as the existing right-of-way width ranges from approximately 80 to 85 feet;

WHEREAS, the City has been in negotiations with the property owner, Bradley Stern on the acquisition of the Site for future street improvements along Valley Boulevard and a potential open space area for bicycle facilities;

WHEREAS, pursuant to California Government Code Section 65402, before a local agency can acquire real property for street, park or other public purposes, the legislative planning body shall determine if the proposed real property acquisition conforms with the city's General Plan;

WHEREAS, on March 10, 2020, the El Monte Planning Commission adopted Resolution No. 3566 finding that the proposed City acquisition of the Site for street improvements and public open space is in conformance with the following General Plan Community Design Element and Circulation Element policies:

> <u>CD-2.9 Enhanced Intersections</u>. Provide appropriate landscaping coverage and other design enhancements at major intersections (e.g., Valley Boulevard and Santa Anita Avenue) to denote critical intersections or entry points into districts.

C-2.1 Balance the Roadway System and Land Uses. Provide a safe and efficient street system to support the City's mobility goals for all transportation modes and the General Plan goals.

C-2.5 Context-Sensitive Street Standards. Design and operate streets and intersections to be sensitive to adjacent land uses and districts and to all roadway users, including transit, bicycles, and pedestrians, where appropriate.

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) statues and requirements, on March 10, 2020, the Planning Commission determined that the City's acquisition of the Site for street improvements is consistent with CEQA Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning). The Santa Anita Avenue/Valley Boulevard intersection is identified as an "enhanced intersection" location in the General Plan Community Design Element. Additionally, Valley Boulevard is designated as a Major Arterial in the General Plan Circulation Element. Per the Circulation Element, the roadway standards for a Major Arterial call for a right-of-way width of 100 feet for a four (4) lane roadway. Currently, the segment of Valley Boulevard fronting the Site does not comply with the Circulation Element for a Major Arterial as the existing right-of-way width ranges from approximately 80 to 85 feet.

Therefore, the City's acquisition of the Site for future street improvements of Valley Boulevard is in conformance with the 2011 Vision El Monte General Plan Community Design Element as an "enhanced intersection" and Circulation Element as a Major Arterial roadway in which an Environmental Impact Report (State Clearing House #2008071012) was certified in June 2011. The future street and open space improvements would further the goals and policies of the General Plan; and

WHEREAS, the CEQA determination is for the City's acquisition of the Site only. Prior to any street or open space improvements, the project shall be assigned a Capital Improvement Project (CIP) number and shall undergo a separate project-specific review process, including environmental analysis in compliance with CEQA.

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

SECTION 1. The City Council hereby approves the form of the Purchase and Sale Agreement and Joint Escrow Instructions for the acquisition of 3701 Santa Anita Avenue.

SECTION 2. The City Manager and City Attorney are hereby authorized and directed to execute the Purchase and Sale Agreement and Joint Escrow Instructions on behalf of the City Council together with such technical and conforming changes to the text of the PSA as may be recommended by the City Attorney and approved by the City Manager.

SECTION 3. The City Manager is hereby authorized and directed to execute such ancillary documents and instruments as called for under the PSA on behalf of the City, as the Buyer, in order to complete the transaction as contemplated in the PSA.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon it adoption.

PASSED APPROVED AND ADOPTED by the City Council of the City of El Monte at its regular meeting on the 17th day of March, 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, 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 its regular meeting of said City Council of the City of El Monte held on the 17th day of March, 2020, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Catherine A. Eredia, City Clerk

ATTACHMENT 3

PLANNING COMMISSION RESOLUTION NO. 3566

RESOLUTION NO. 3566

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FINDING THE PROPOSED SITE ACQUISITION OF 3701 SANTA ANITA AVENUE, IN THE CITY OF EL MONTE, TO BE IN CONFORMANCE WITH THE GENERAL PLAN AND CONSISTENT WITH SECTION 15183 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, pursuant to California Government Code Section 65402, before a local agency can acquire real property for street, park or other public purposes, the legislative planning body shall determine if the proposed real property acquisition conforms with the city's General Plan;

WHEREAS, the real property located at 3701 Santa Anita Avenue / APN Nos. 8575-023-001 and 8575-023-002 (the "Site") is located at the intersection of Santa Anita Avenue/Valley Boulevard and is a major intersection within the City of El Monte (the "City") as both streets are designated as Major Arterials in the 2011 Vision El Monte General Plan Circulation Element;

WHEREAS, Major Arterials are defined by the 2011 Vision El Monte General Plan Circulation Element as streets that carry traffic from one part of the City to another and connect to the highway system. Major Arterials carry the highest volumes of traffic at the highest speeds;

WHEREAS, Per the Circulation Element, the roadway standards for a Major Arterial call for a right-of-way width of 100 feet for a four (4) lane roadway. Currently, the segment of Valley Boulevard fronting the Site does not comply with the Circulation Element for a Major Arterial as the existing right-of-way width ranges from approximately 80 to 85 feet;

WHEREAS, the City has been in discussions with the property owner, Bradley Stern on the acquisition of the Site for future street improvements along Valley Boulevard and a potential open space area for bicycle facilities;

WHEREAS, the City Council will take action on a Purchase and Sale Agreement with the Property Owner to acquire the Site at a future date; and

WHEREAS, the General Plan Conformity Report and CEQA action is for the City's acquisition of the Site only. Prior to any street or open space improvements, the project shall be assigned a Capital Improvement Project (CIP) number and shall undergo a separate project-specific review process, including environmental analysis in compliance with CEQA.

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

SECTION 1. The facts set forth in the recitals above are true and correct and incorporated herein by reference.

SECTION 2. The City's acquisition of 3701 Santa Anita Avenue for future street improvements along Valley Boulevard in compliance with the 2011 Vision El Monte General Plan Circulation Element's standards for a Major Arterial roadway and future open space improvements for bicycle facilities, is hereby found to be in conformance with the City's General Plan. This finding is made pursuant to the requirements of Government Code Section 65402 and is based upon the following:

A. The proposed real property acquisition is in conformance with the following General Plan Community Design Element and Circulation Element policies:

1. CD-2.9 Enhanced Intersections. Provide appropriate landscaping coverage and other design enhancements at major intersections (e.g., Valley Boulevard and Santa Anita) to denote critical intersections or entry points into districts.

2. C-2.1 Balance the Roadway System and Land Uses. Provide a safe and efficient street system to support the City's mobility goals for all transportation modes and the General Plan goals.

3. C-2.5 Context-Sensitive Street Standards. Design and operate streets and intersections to be sensitive to adjacent land uses and districts and to all roadway users, including transit, bicycles, and pedestrians, where appropriate.

The City's acquisition of the Site would allow for future street improvements along Valley Boulevard in compliance with the General Plan Circulation Element's standards for a Major Arterial roadway and to enhance the intersection into the Downtown District. Additionally, the City's acquisition of the Site would allow for future open space improvements for bicycle facilities.

SECTION 3. In accordance with the requirements of the California Environmental Quality Act (CEQA) of 1970, and the CEQA Guidelines, as amended, the City's acquisition of the Site for street improvements is consistent with CEQA Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning). The City's acquisition of the Site for future street improvements of Valley Boulevard is in conformance with the 2011 Vision El Monte General Plan Circulation Element for a Major Arterial roadway in which an Environmental Impact Report (State Clearing House #2008071012) was certified in June 2011. The future Capital Improvement Project will undergo a separate project-specific CEQA analysis.

SECTION 4. The Secretary of the Planning Commission of the City of El Monte shall certify to the adoption of this Resolution and shall cause a copy of the same to be forwarded to the City Council for its consideration.

Amy Wong

Amy Wong, Chairperson

ATTEST:

Jason C. Mikaelian, Secretary
El Monte City Planning Commission

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES) SS:

CITY OF EL MONTE)

I, Jason C. Mikaelian, Secretary of the Planning Commission of the City of El Monte, do hereby certify that the above and foregoing is a full, true, and correct copy of Resolution No. 3566 adopted by the Planning Commission of the City of El Monte, at a regular meeting by said Commission held on March 10, 2020, by the following votes to wit:

AYES: WONG, PERALTA, NUNO, CRUZ

NOES:

ABSTAIN:

ABSENT: GONZALEZ

Jason C. Mikaelian, Secretary
El Monte City Planning Commission

2020
PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

by and between

BRADLEY STERN, as Seller,

and

CITY OF EL MONTE,
a California municipal corporation, as Buyer,

dated as of

_____, 2020

with respect to:

3701 Santa Anita Avenue, El Monte, California

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2019
PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS
(3701 SANTA ANITA AVENUE, EL MONTE)

This Purchase and Sale Agreement and Joint Escrow Instructions ("Agreement") is dated as of _____ ___, 2020 for purposes of reference by and between Bradley Stern, an individual ("Seller"), and CITY OF EL MONTE, a California municipal corporation ("Buyer").

ON THE EFFECTIVE DATE, AS THIS TERM IS DEFINED IN SECTION 1.15, BUYER AND SELLER AGREE AS FOLLOWS:

1. Definitions. For the purposes of this Agreement the following terms will be defined as follows:

1.1 "Approval Notice" means a written notice from Buyer to Seller indicating that City Council Approval (defined below) has been obtained, to the extent necessary, with respect to a particular contingency or Closing condition and Buyer has unconditionally approved the applicable contingency and/or Closing condition for the benefit of Buyer under this Agreement.

1.2 "Assignment of Intangible Property" is defined in Section 7.

1.3 "Buyer Party/Parties" shall collectively mean Buyer and its employees, agents, contractors, consultants, brokers and representatives.

1.4 "Buyer's Proforma Title Policy" is defined in Section 5.

1.5 "Buyer's Title Policy" is defined in Section 6.

1.6 "City Council" shall mean the City Council of the City of El Monte, California. "City Council Approval" shall mean the City Council's resolution and issuance of all approvals required under applicable laws and regulations to allow for, as applicable, the approval of any actions required by the Buyer hereunder, including the approval or waiver of any Closing conditions or other contingencies for the benefit of Buyer and the approval of Closing in accordance with the terms of this Agreement.

1.7 "Closing Date" shall mean the date selected by Buyer after Buyer has issued its General Approval Notice to Seller which sets forth the specific date for the Closing Date verifying that all Closing conditions and other contingencies for the benefit of Buyer under this Agreement have been satisfied or waived by Buyer provided, however, that the Closing Date shall occur by a date on or before April 30, 2020, unless extended in accordance with Section 4.2, provided however, in any such event, the Closing Date shall occur by a date no later than July 31, 2020.

1.8 "Closing Documents" shall mean the documents and instruments delivered into Escrow by the parties as described in Section 7.

1.9 "Closing"/"Close of Escrow" shall mean and refer to the consummation of the transactions described in this Agreement, and will be deemed to have occurred on that date when the Grant Deed is recorded in the official records of the county in which the Property is located. Closing and Close of Escrow are terms used interchangeably in this Agreement.

1.10 "Conditional Approval Notice" means a written notice from Buyer to Seller indicating that Buyer's approval of the applicable contingency and/or Closing condition for the benefit of Buyer under this Agreement has been approved by Buyer subject to the satisfaction by Seller of the particular matter set forth in such Conditional Approval Notice in Buyer's sole discretion, as set forth in such written notice to Seller.

1.11 "Contract Period" shall mean and refer to the period from the Effective Date through and including the Closing Date.

1.12 "Due Diligence Materials" is defined in Section 5.3.

1.13 "Due Diligence Period" shall mean and refer to the period beginning from the Effective Date through April 7, 2020.

1.14 "Effective Date" shall mean and refer to, and shall be, the date upon which this Agreement has been fully executed by both Seller and Buyer. Buyer shall give written notice to Seller, and the Title Company, as Escrow Holder, which indicates the Effective Date within two (2) business days following the date on which Buyer has confirmed that both Parties have executed this Agreement.

1.15 "Environmental Laws" shall mean all federal, state and local laws, ordinances, rules and regulations now or hereafter in force, whether statutory or common law, as amended from time to time, and all federal and state court decisions, consent decrees and orders interpreting or enforcing any of the foregoing, in any way relating to or regulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., and the Clean Water Act, 33 U.S.C. § 1251, et seq.

1.16 "Escrow" is defined in Section 4.

1.17 "Escrow Holder" shall mean and refer to the Title Company, as defined in Section 1.35. The Title Company shall also serve as Escrow Holder.

1.18 "Escrow Deposit" is defined in Section 4.1.

1.19 "Escrow Extension Deposit" is defined in Section 4.2.

1.20 "FIRPTA Certificate" is defined in Section 6.

1.21 "General Approval Notice" shall mean the written notice from Buyer to Seller that Buyer has: (i) approved all applicable contingencies and Closing conditions for the benefit of Buyer and (ii) specifies a date for the Close of Escrow.

1.22 "Grant Deed" is defined in Section 6.

1.23 "Hazardous Substances" means any substance or material that is described as a toxic or hazardous substance, waste or material or a pollutant or contaminant, or words of similar import, in any of the Environmental Laws, and includes asbestos, petroleum (including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or

synthetic gas usable for fuel, or any mixture thereof), petroleum-based products and petroleum additives and derived substances, lead-based paint, mold, fungi or bacterial matter, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive matter, medical waste, and chemicals which may cause cancer or reproductive toxicity.

1.24 "Improvements" shall collectively mean and refer to any buildings, structures, and other improvements located on the Real Property.

1.25 "Independent Consideration" is defined in Section 19.

1.26 "Intangible Property" shall collectively mean and refer to Seller's interest in any and all intangible personal property arising out of or in connection with the ownership and/or operation of the Real Property and/or Improvements, including any easements, appurtenances, development rights, approvals, entitlements, mineral rights, water rights, and air rights that may exist, the right to use the current names of the Real Property, all licenses, permits, and certificates of occupancy issued to Seller by federal, state or local municipal authorities relating to the use, maintenance, occupancy, and/or operation of the Property, and all warranties, guaranties and indemnities made or given by third parties with respect to the Property which are transferable to Buyer; excluding therefrom all Service Contracts and Leases.

1.27 "Leases" shall collectively mean and refer to all lease, license, use and/or occupancy agreements with respect to space in or at the Real Property and/or Improvements.

1.28 "Permitted Exceptions" shall mean: (i) the Title Company's standard printed conditions, exceptions and exclusions contained in the standard form of ALTA Owner's Policy of Title Insurance (2006); (ii) a lien for real property taxes and assessments not then delinquent (which are subject to proration under Section 9 hereof); (iii) any matters affecting the condition of title to the Property which are created by Buyer; and (iv) any matters of title respecting the Property which are expressly approved by Buyer pursuant to a Buyer Approval Notice given in accordance with Section 5 of this Agreement, but shall expressly exclude, any and all (a) deeds of trust, (b) mechanics' liens not arising out of the activities of Buyer, (c) judgment liens, and (d) other monetary encumbrances and obligations other than the liens of non-delinquent real property taxes and assessments (collectively, "Monetary Liens").

1.29 "Personal Property" shall collectively mean and refer to all of Seller's right, title and interest, if any, in and to materials, supplies, equipment, fixtures, machinery, and other tangible personal property located now or hereafter at the Real Property.

1.30 "Preliminary Title Report" is defined in Section 5.2.

1.31 "Property" shall mean, collectively, the Real Property, the Intangible Property, and any Improvements.

1.32 "Purchase Price" is and shall be One Million Seven Hundred Twenty-Five Thousand Dollars ($1,725,000.00) in accordance with the Appraisal of Real Property report conducted by Integra Realty Resources with a date of value for the Property indicated as of November 29, 2020 indicating that such Purchase Price is not materially different than the fair market value of the Property as set forth in such appraisal report. The Purchase Price shall be subject to adjustment in accordance with Section 3.

1.33 "Reaffirmation Certificate" is defined in Section 7.

1.34 "Real Property" shall mean an approximately acre parcel of that certain real property located in the City of El Monte, County of Los Angeles, State of California and more particularly described in Exhibit A attached hereto.

1.35 "Seller Party/Parties" shall mean Seller and its employees, agents, members, owners, officers and directors.

1.36 "Service Contracts" shall collectively mean and refer to all service, equipment, maintenance and similar agreements, if any, entered into by Seller or any other Seller Party with respect to the Real Property, including all listing agreements or other agreements with any brokers or other agreements relating to the development or use of the Property.

1.37 "Title Company" shall mean and refer to First American Title Insurance Company (with its principal place of business at 777 S. Figueroa Street, Suite 400, Los Angeles, California 90017) or such other title insurance company as the Parties may hereafter jointly approve. The Title Company shall also serve as Escrow Holder.

2. Purchase and Sale. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer and Buyer agrees to buy from Seller, the Property, including all easements, hereditaments, entitlements and appurtenances thereto. In consideration of Seller's sale of the Property to Buyer, Buyer will (a) subject to any prorations or credits set forth in this Agreement, pay to Seller the Purchase Price at the Closing, and (b) perform all of Buyer's other obligations hereunder. The Closing shall occur on the Closing Date.

3. Purchase Price. Subject to the prorations, credits and adjustments set forth in Section 9 below, by no later than such time as is required by Title Company or otherwise in order for the Closing to occur on the Closing Date, Buyer will deposit into the Escrow the Purchase Price, less the amount of the Escrow Deposit plus any applicable Escrow Extension Deposits by confirmed wire transfer of immediately available funds.

4. Escrow.

4.1 Opening of Escrow; Escrow Deposit.

(a) Within five (5) business days following the Effective Date, Buyer and Seller will open an escrow (the "Escrow") with the Title Company by delivering to the Title Company a fully executed copy of this Agreement. The purchase and sale of the Property will be completed through the Escrow. As part of their Closing deliveries, Buyer and Seller shall each submit additional supplemental escrow/closing instructions to the Title Company which are not in conflict with the terms of this Agreement. The terms and conditions set forth in this Agreement shall control if there is a conflict (i) between any printed escrow instruction provided by the Title Company and this Agreement, or (ii) between any supplemental escrow instruction provided by either Party and this Agreement.

(b) Concurrently with the opening of Escrow, Buyer shall deliver to the Escrow Holder, by wire transfer, the sum of One Hundred Thousand Dollars ($100,000) (the "Escrow Deposit"). The Escrow Deposit delivered by the Buyer to the Escrow Holder shall be credited to the Purchase Price. If the Closing does not occur on or before the applicable Closing Date, Seller shall upon written notice be entitled to cancel the Escrow, terminate the Agreement and retain the Escrow Deposit paid by Buyer to the Escrow Holder.

4.2 Escrow Extension Deposit. Buyer may extend the Closing to a Closing Date after April 30, 2020 in accordance with the provisions of this Section 4.2:

(a) Provided Buyer is not then in default, Buyer may extend the Closing Date for an additional thirty (30) days upon delivery to the Escrow Holder not less than five (5) days prior to April 30, 2020 by wire transfer, the sum of Ten Thousand Dollars ($10,000) (an "Escrow Extension Deposit").

(b) Upon the Escrow Holder's receipt of such Escrow Extension Deposit, the Closing Date shall be extended through the last day of the subsequent month, i.e. May 31, 2020.

(c) Two (2) additional Escrow Extension Deposits shall be authorized in accordance with the following:

(i) Provided Buyer is not then in default, Buyer may extend the Closing Date for an additional thirty (30) days upon delivery to the Escrow Holder not less than five (5) days prior to April 30, 2020 by wire transfer, the sum of Ten Thousand Dollars ($10,000) to further extend the Closing Date through June 30, 2020.

(ii) Provided Buyer is not then in default, Buyer may extend the Closing Date for an additional thirty (30) days upon delivery to the Escrow Holder not less than five (5) days prior to April 30, 2020 by wire transfer, the sum of Ten Thousand Dollars ($10,000) to further extend the Closing Date through July 31, 2020.

(d) No Escrow Extension Deposit amount shall be credited to the Purchase Price. The Seller may upon written application to the Escrow Holder obtain a release of each installment of the Escrow Extension Deposit as delivered to the Escrow Holder by the Buyer.

(e) Should the Closing not occur on or before July 31, 2020 due to Buyer's default, Seller's remedies shall be limited to those set forth in Section 16.3, and any Buyer payment of the Liquidated Damage Amount shall not be limited or reduced by Buyer's payment of the Escrow Extension Deposits.

5. Due Diligence Review and Period; Certain Buyer Contingencies.

5.1 Preliminary Title Report and Survey. Within five (5) days following the Effective Date, Buyer shall obtain a preliminary title report (Order No. NCS-976425-03-LA2) (the "Preliminary Title Report") prepared by the Title Company, together with copies of the documents described in such Preliminary Title Report, including vesting deeds, all listed exceptions to title set forth on Schedule B thereof, and all documents referenced in the legal description of the Real Property. By the end of the Due Diligence Period, the Buyer will: (i) complete its review of the Preliminary Title Report, any survey ordered by Buyer, and all documents and information pertaining to either of them; (ii) endeavor to, working in good faith with Seller and the Title Company, obtain from the Title Company a proforma ALTA owner's policy of title insurance (the "Buyer's Proforma Title Policy") for the Real Property, in such form as may be approved by Buyer in its sole discretion and including only the Permitted Exceptions; and (iii) deliver to Seller an Approval Notice or Conditional Approval Notice with respect to such matters. Buyer's failure to deliver an Approval Notice or Conditional Approval Notice to Seller with respect to such matters by the end of the Due Diligence Period, shall be deemed that Buyer has disapproved the condition of title to the Real Property, this Agreement and the Escrow established hereunder shall automatically terminate, and the parties shall have no

further obligations to one another hereunder except those that, by their terms, expressly survive the termination hereof.

5.2 Due Diligence Materials. Within five (5) business days following the Effective Date, Seller shall deliver to Buyer or make reasonably available to Buyer for inspecting, true, correct, and complete copies of all material documents, reports, and information in Seller's actual possession relating to the ownership, use, development and operation of the Property, including without limitation (i) all permits, entitlements, warranties, licenses, and other approvals pertaining to the Real Property and Improvements, (ii) all reports, studies, and assessments with respect to the physical condition and/or operation of the Real Property and Improvements, including, without limitation, seismic reports, engineering reports, surveys, environmental reports, traffic circulation, operating methods, flood control and drainage plans, design renderings, shop drawings, feasibility studies, documents relating to any special use, conforming use or zoning variance and all correspondence with governmental agencies and their personnel concerning the same, (iii) any correspondence with any governmental or quasi-governmental authority with respect to zoning, legal compliance, variances, investigations, and/or potential eminent domain actions, (iv) all maintenance records, property condition reports, work proposals and other documents with respect to the physical condition and state of repair of the Real Property and Improvements, (v) a list and description of any lawsuits, formal complaints or investigations which relate to the Real Property, the Improvements, and/or Seller's ownership, management or operation thereof, if any, and (vi) a property disclosure report containing the natural hazard disclosures, if any, which may be required under applicable laws including the California Public Resources Code, California Government Code, and/or California Health and Safety Code (collectively, the "Due Diligence Materials"); except in no event shall the Due Diligence Materials include nor shall Seller be required to provide to Buyer any information which is privileged or confidential. By the end of the Due Diligence Period, the Buyer will (i) complete its review of the Due Diligence Materials, and (ii) deliver to Seller an Approval Notice or Conditional Approval Notice with respect to such matters. Buyer's failure to deliver an Approval Notice or Conditional Approval Notice to Seller with respect to such matters by the end of the Due Diligence Period, shall be deemed that Buyer has disapproved the Due Diligence Materials and Property, this Agreement and the Escrow established hereunder shall automatically terminate, and the parties shall have no further obligations to one another hereunder except those that, by their terms, expressly survive the termination hereof.

5.3 Physical Inspections. During the Due Diligence Period, Buyer may make any and all inspections of the Property which it desires to conduct, including soils, seismic, and environmental reports and studies, and Seller agrees to reasonably cooperate with all such inspections as may be needed. All inspections will be at Buyer's sole cost and expense, and the persons or entities performing such tests and investigations will be properly licensed and qualified. Buyer will advise Seller in advance of the dates of all tests and investigations and will schedule all tests and investigations during normal business hours whenever feasible. Seller will have the right to have a representative of Seller accompany Buyer and Buyer's representatives, agents or designees while they are on the Property. Buyer shall not, and shall not cause the other Buyer Parties to not unreasonably interfere with the Seller's use of the Property during the course of any entry or investigation/testing. Subject to the terms set forth below, the Seller shall have the right to approve, in Seller's reasonable discretion, any proposed borings or other intrusive sampling and testing. If the Closing does not occur, Buyer will restore any damage to the Property caused by Buyer's inspections at Buyer's sole cost and expense. Prior to any entry onto the Real Property to perform any such tests, Buyer and any consultant, contractor or other Buyer Party entering the Property shall provide Seller with proof of comprehensive general

liability insurance in the amount of at least $1,000,000 combined, single limit coverage, naming Seller as an additional insured, and covering all personal injury and property damage claims related to the Buyer or other Buyer Party's activities on the Real Property. Such insurance shall be issued by one or more reputable insurance companies licensed to do business in the State of California. Nothing in this paragraph shall be construed to as create any liability or responsibility for Buyer or any other Buyer Party with respect to the discovery of any condition, including without limitation any Hazardous Materials or other environmental condition, except only to the extent that any such condition was actually worsened as a direct result of the negligent or improper acts of Buyer or a Buyer Party in connection with an investigation. By the end of the Due Diligence Period, the Buyer will: (i) complete its review of the physical condition of the Real Property and Improvements; and (ii) deliver to Seller an Approval Notice or Conditional Approval Notice with respect to such matters. Buyer's failure to deliver an Approval Notice or Conditional Approval Notice to Seller with respect to such matters by the end of the Due Diligence Period, shall be deemed that Buyer has disapproved the physical condition of the Real Property and/or Improvements, this Agreement and the Escrow established hereunder shall automatically terminate, and the parties shall have no further obligations to one another hereunder except those that, by their terms, expressly survive the termination hereof.

5.4 CEQA Compliance; Property Appraisal; Public Transit Funds.

(a) Within the Due Diligence Period, Buyer shall prepare and complete at its sole expense an "Initial Study" as this term is defined at 14 California Code of Regulation Section 15063 as relates to Buyer's acquisition of the Property. Thereafter, Buyer shall complete the action indicated by such Initial Study to satisfy the requirements of the California Environmental Quality Act ("CEQA") as applicable to Buyer's acquisition of the Property at the earliest feasible time; provided however, that City Council approval of such CEQA action, based upon the Initial Study, shall have been accomplished by a date not later than April 7, 2020. The Issuance by Buyer of its General Approval Notice shall be subject to the completion by Buyer of the applicable CEQA review of the acquisition of the Property.

(b) Within the Due Diligence Period, Buyer shall have confirmed to its satisfaction that public transportation improvement funds of City of El Monte are (or subject to City of El Monty Compliance with CEQA, shall be) available for acquisition of the Property. Buyer will deliver to Seller an Approval Notice or Conditional Approval Notice to Seller with respect to such public transportation improvement funds of the City of El Monte, and Buyer's failure to deliver such an Approval Notice or Conditional Approval Notice to Seller shall be deemed that Buyer has failed to confirm the availability of such City of El Monte funds, and this Agreement and the Escrow established hereunder shall automatically terminate, and the Parties shall have no further obligation to the other hereunder except those that, by their terms, expressly survive the termination hereof.

6. Conditions to the Close of Escrow.

6.1 Precedent to Buyer's Obligations. The Close of Escrow and Buyer's obligations with respect to the transactions set forth in this Agreement are subject to the following conditions precedent:

(a) General Approval Notice and Other Approvals. Buyer shall have delivered a General Approval Notice to Seller and each of the other contingencies set forth in Section 5 above shall have been satisfied by the applicable date and time set forth in Section 5 above.

(b) Buyer's Title Policy. Seller shall have caused all Monetary Liens to be removed from title on or before the Closing Date, and on the Closing Date the Title Company shall issue, or be unconditionally committed to issue to Buyer an ALTA Owner's Policy of Title Insurance (2006) effective as of the date and time of recording of the Grant Deed, with liability in an amount equal to the Purchase Price, showing title to the Property vested in Buyer subject only to the Permitted Exceptions, and otherwise in the form of the Buyer's Proforma Title Policy ("Buyer's Title Policy").

(c) Representations, Warranties and Covenants of Seller. Seller will have duly performed each and every agreement and covenant to be performed by Seller hereunder and Seller's representations and warranties set forth in this Agreement will be true and correct as of the Closing Date, as evidenced by the Reaffirmation Certificate to be delivered into Escrow by Seller at Closing.

(d) Seller's Deliveries. Seller will have delivered into Escrow all of the items described in Sections 7.1 and 7.3 below.

(e) Service Contracts. Seller shall have terminated all Service Contracts as of, or before the Closing Date.

(f) Leases. Seller shall have terminated any and all Leases with respect to any portion of the Real Property, as of, or before the Closing Date.

(g) Removal of Personal Property. Seller shall have caused all Personal Property belonging to Seller or any other party to be removed from the Property as of, or before the Closing Date.

(h) Legal Compliance; Litigation. There shall be no litigation or administrative agency or other governmental proceeding of any kind whatsoever, pending or threatened, which after Closing would materially and adversely affect the value of the Property or the ability of Buyer to develop and construct the parking garage on the Real Property as intended by Buyer.

(i) No Material Adverse Change. From and after the end of the Due Diligence Period, there shall not have occurred any events or changes to the physical, legal, environmental, or economic condition of the Property which have a material adverse impact on Buyer's ability to use, develop or operate the Property after Closing, in Buyer's sole discretion.

(j) City Council Approval. Buyer shall have obtained City Council Approval of all contingencies and Closing conditions for the benefit of Buyer, and, to the extent needed, City Council Approval to proceed with Closing.

The conditions set forth in this Section 6.1 are solely for the benefit of Buyer and may be waived only by Buyer with written notice to the Seller, and a copy of such notice to the Title Company (which copy may be sent via fax or email). If any of the foregoing conditions are not satisfied on or before the Closing Date, and Buyer has not waived the unsatisfied conditions, the Escrow and this Agreement and the Escrow established hereunder shall automatically terminate, and the parties shall have no further obligations to one another hereunder except those that, by their terms, expressly survive the termination hereof.

6.2 Conditions Precedent to Seller's Obligations. The Close of Escrow and

Seller's obligations with respect to the transactions set forth in this Agreement are subject to the following conditions precedent:

(a) Approval Notices and Other Approvals. Buyer shall have delivered an Approval Notice to Seller and each of the other contingencies for Seller's benefit set forth in Section 5 above shall have been satisfied by the applicable date and time set forth in Section 5 above.

(b) Representations, Warranties and Covenants of Buyer. Buyer will have duly performed each and every agreement and covenant to be performed by Buyer hereunder and Buyer's representations and warranties set forth in this Agreement will be true and correct as of the Closing Date, as evidenced by the Reaffirmation Certificate to be delivered into Escrow by Buyer at the Closing.

(c) Buyer's Deliveries. Buyer will have delivered into Escrow the Purchase Price and the other items described in Sections 7.2 and 7.3 below.

The conditions set forth in this Section 6.2 are solely for the benefit of Seller and may be waived only by Seller with written notice to the Buyer, and a copy of such notice to the Title Company (which copy may be sent via fax or email). If any of the foregoing conditions are not satisfied on or before the Closing Date, and Seller has not waived the unsatisfied conditions, the Escrow and this Agreement shall automatically terminate, and the parties shall have no further obligations to one another hereunder except those that by their terms expressly survive the termination hereof.

7. Deliveries to Title Company.

7.1 By Seller. On or prior to the Closing Date, Seller will deliver or cause to be delivered to Title Company the following items:

(a) A Grant Deed for the Property in the form attached to this Agreement as Exhibit B, duly executed and acknowledged by Seller and in recordable form ("Grant Deed").

(b) Two (2) counterparts of an Assignment of Intangible Property in the form attached to this Agreement as Exhibit C, duly executed by Seller ("Assignment of Intangible Property") transferring Seller's interest in the Intangible Property to Buyer.

(c) A Transferor's Certificate of Non-Foreign Status attached to this Agreement as Exhibit D ("FIRPTA Certificate") duly executed by Seller.

(d) A duly executed California Form 593-C or other evidence sufficient to establish that Buyer is not required to withhold any portion of the Purchase Price from Seller pursuant to the California Revenue and Taxation Code (the "593-C").

(e) An Owner's/Seller's Affidavit and Indemnity as reasonably required by the Title Company in connection with the issuance of the Buyer's Title Policy.

(f) A written statement, in the form attached to this Agreement as Exhibit E, where Seller reaffirms that its representations and warranties contained in this Agreement remain true and correct as of the Closing Date ("Reaffirmation Certificate").

(g) Instructions to the Title Company to proceed with Closing in accordance

with this Agreement.

7.2 By Buyer. On or prior to the Closing Date, Buyer will deliver or cause to be delivered to Title Company the following items:

(a) Subject to the closing costs and prorations allocated and computed in accordance with Section 9 below, the Purchase Price.

(b) Two (2) duly executed counterparts of the Assignment of Intangible Property.

(c) A Preliminary Change in Ownership Report in the form required by the County of Los Angeles.

(d) A Reaffirmation Certificate whereby Buyer reaffirms that its representations and warranties contained in this Agreement remain true and correct as of the Closing Date.

(e) Instructions to the Title Company to proceed with the Closing in accordance with this Agreement.

7.3 By Both Buyer and Seller. Buyer and Seller will each deposit such other documents and instruments consistent with this Agreement as are reasonably required by Title Company or otherwise required to close Escrow; provided no such documents or instruments may materially increase a party's obligations or materially decrease a party's rights under this Agreement. In addition, Seller and Buyer hereby designate Title Company as the "Reporting Person" for the transaction pursuant to Section 6045(e) of the Internal Revenue Code.

8. "AS-IS" Purchase. Buyer hereby agrees that, except as otherwise expressly provided in this Agreement and/or the Closing Documents, Seller disclaims the making of any representations or warranties, express or implied, regarding the Property or matters affecting the Property, including, without limitation, the physical condition of the Real Property and any Improvements, title to or the boundaries of the Real Property, soil condition, hazardous waste, toxic substance or other environmental matters, compliance with building, health, safety, land use and zoning laws, regulations and orders, or the ability to develop the Real Property for any purpose. Buyer acknowledges that it has not received from Seller any accounting, tax, legal, environmental, architectural, engineering or other advice with respect to this transaction or Buyer's proposed ownership, use, management or development of the Real Property and is relying solely upon the advice of its own accounting, tax, legal, environmental, architectural, engineering and other advisors. Subject to the Seller's covenants, representations or warranties set forth in this Agreement and the Closing Documents, Buyer shall purchase the Real Property in its "AS IS" condition as of the Closing Date, and Buyer expressly acknowledges that, in consideration of the agreements of Seller herein, and except as otherwise expressly set forth herein, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, AND BUYER ASSUMES THE RISK THAT ADVERSE PHYSICAL, ENVIRONMENTAL, ECONOMIC OR LEGAL CONDITIONS MAY NOT HAVE BEEN REVEALED BY ANY INVESTIGATION OF THE REAL PROPERTY.

9. Closing Costs and Expenses; Prorations.

9.1 Seller's Closing Costs. Seller will pay and/or be responsible for all City and County documentary transfer taxes.

9.2 Buyer's Closing Costs. Buyer will pay and/or be responsible for:

(a) all escrow fees and costs;

(b) the premium for the Buyer's Title Policy

(c) all fees and charges for recording the Grant Deed; and

(d) the additional costs of any ALTA policy and all endorsements requested or required by Buyer.

9.3 Other Costs. Buyer and Seller will each pay all legal and professional fees and fees of other consultants incurred by Buyer and Seller, respectively. All other normal costs and expenses will be allocated between Buyer and Seller in accordance with the customary practice in Los Angeles County.

9.4 Prorations. At Closing, all real property taxes and assessments, water, sewer and utility charges, and other recurring expenses normal to the operation and maintenance of the Property shall be prorated as of midnight on the day before the Closing Date on the basis of a 360-day year (i.e. 30-day months). Seller shall be solely responsible for the payment of all supplemental taxes levied, assessed or otherwise accrued prior to the Closing Date. Notwithstanding any other provision of this Agreement to the contrary, if Buyer shall become liable after the Closing for payment of any property taxes or assessments, supplemental or otherwise, assessed against the Property for any period of time prior to the Closing Date, Seller shall pay the same to Buyer within thirty (30) days following written demand. The provisions of this paragraph shall survive the Closing.

10. Disbursements and Other Actions by Title Company. At the Close of Escrow, the Title Company will promptly undertake all of the following:

10.1 Funds. Disburse all funds deposited with the Title Company by Buyer in payment of the Purchase Price for the Property as follows:

(a) deliver to Seller the Purchase Price, less the net amount of all items, costs and prorations chargeable to the account of Seller; and

(b) disburse the remaining balance, if any, of the funds deposited by Buyer with the Title Company, back to Buyer, less any amounts chargeable to Buyer.

10.2 Recording. Cause the Grant Deed and REA to be recorded with the County Recorder for the County of Los Angeles and obtain a conformed copy thereof for distribution to Buyer.

10.3 Buyer's Title Policy. Issue the Buyer's Title Policy to Buyer.

10.4 Delivery of Documents to Buyer or Seller.

(a) Deliver to Buyer: (i) a conformed copy of the Grant Deed, (ii) one (1) original counterpart of the Assignment of Intangible Property, (iii) the FIRPTA Certificate, (iv) the 593-C, (v) Seller's Reaffirmation Certificate, and (vi) any other documents (or copies thereof) deposited into Escrow by Seller.

(b) Deliver to Seller: (i) one (1) original counterpart of the Assignment of Intangible Property, and (ii) any other documents (or copies thereof) deposited into Escrow by Buyer.

11. Joint Representations and Warranties. Seller represents and warrants to Buyer, and Buyer represents and warrants to Seller (subject to Buyer's obtaining City Council Closing Approval), as follows as of the Effective Date and again as of the Closing Date:

11.1 Authority. Such party has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated herein.

11.2 Actions. All requisite action (governmental, corporate, trust, partnership or otherwise) has been taken by such party in connection with the entering into of this Agreement, the instruments referenced herein, and the consummation of the transactions contemplated herein. No further consent of any partner, member, shareholder, creditor, investor, judicial or administrative body, governmental or quasi-governmental authority, or other party is required.

11.3 Due Execution. The individual(s) executing this Agreement and the instruments referenced herein on behalf of such party has/have the legal power, right, and actual authority to bind such party to the terms and conditions of this Agreement and all other instruments, documents and agreements contemplated or required in connection with the transactions set forth herein.

11.4 Valid and Binding. This Agreement and all other documents required for Closing this transaction, including the Closing Documents, are and will be valid, legally binding obligations of such party, and enforceable against such party in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

The representations and warranties set forth in this Section 11 shall survive the Closing.

12. Seller's Additional Representations, Warranties, and Covenants.

12.1 Pre-Closing Covenants.

(a) Seller shall operate and maintain the Property in the same manner as Seller has been operating the Property as of the Effective Date, shall keep the Property free from waste and neglect, and shall maintain the Property in full compliance with all applicable laws and all easements covenants and other encumbrances of record.

(b) Seller shall not enter into any contract or agreement unless such contracts or agreements are not binding on Buyer or the Property and can be terminated without penalty to Buyer by the Closing Date, without prior written consent of Buyer, in Buyer's sole discretion, and Seller shall, on or before the Closing Date, terminate all Service Contracts.

(c) Seller shall not enter into any Leases pertaining to the Property unless such Leases can be terminated without penalty to Buyer by the Closing Date, without prior written consent of Buyer, in Buyer's sole discretion, and Seller shall, on or before the Closing Date, terminate all Leases.

(d) Seller shall not convey any interest in the Property and shall not cause or allow any liens, encumbrances, covenants, conditions, easements, rights of way or similar matters to be recorded against any portion of the Real Property after the Effective Date, without prior written consent of Buyer, in Buyer's sole discretion.

(e) Seller shall not make any alterations or improvements to the Real Property, without prior written consent of Buyer, which consent will not be unreasonable, conditioned or delayed.

(f) Seller shall cause the Monetary Liens to be removed from title at or before Closing.

(g) Seller shall not cancel any hazard or liability insurance carried by Seller with respect to the Property or its operation, and shall maintain Seller's current insurance for the Property in full force and effect until Closing.

(h) If Seller has agreed in writing to correct any title issues, or to otherwise correct, cure or address any other issues raised by Buyer in any Conditional Approval Notice, then Seller shall perform all such actions and obligations which may be required in connection therewith, as and when agreed to, and in all events before the Closing Date.

12.2 Third-Party Rights. Neither Seller nor any other Seller Party has granted to any third party any option to purchase, right of first refusal, right of first offer or other similar right with respect to all or any portion of the Property that remains in effect, and neither Seller nor any other Seller Party has entered into any other contract for the sale of all or any portion of the Property with any third party that remains in effect. From and after the Effective Date, neither Seller nor any other Seller Party will enter into any contract for the sale or transfer of any right or interest of Seller or any Seller Party in any portion of the Property.

12.3 Litigation. Neither Seller nor any Seller Party is a party to any pending lawsuit or proceeding before a court or administrative agency which affects or could affect the Property or Seller's ability to enter into this Agreement or perform any of its obligations hereunder. Seller has not received written notice of, nor to Seller's knowledge, is there any litigation, arbitration or other legal or administrative suit, action, proceeding or investigation of any kind pending or threatened in writing against or involving Seller or any other Seller Party relating to the Property or any part thereof, including, but not limited to, any condemnation action relating to the Property or any part thereof.

12.4 Non-Foreign Entity. Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code.

12.5 Leases. There any currently no Leases with respect to the Real Property or Improvements other than any such agreements delivered as part of the Due Diligence Materials, and Seller shall terminate all such Leases, at Seller's sole cost and expense, at or before the Closing Date.

12.6 Compliance. All building permits, certificates of occupancy, business licenses and other approvals required in connection with the construction, use and/or occupancy of the Real Property has been obtained and are in effect and in good standing. The Real Property, and the use and operation thereof, is in full compliance with all applicable municipal and other governmental laws, ordinances, regulations, codes, licenses, permits and authorizations. Seller has no knowledge of, and has not received any written notice from any governmental agency that the Real Property or any condition existing thereon or any present use thereof violates any law or regulations applicable thereto, and Seller shall notify Buyer promptly of any such proceedings, pending changes, or violations of which Seller receives notice of during the Contract Period.

12.7 Bankruptcy. Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by its creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of its assets, (iv) suffered the attachment or other judicial seizure of all or substantially all of its assets, or (v) admitted in writing its inability to pay its debts as they become due.

12.8 Environmental. Except as expressly set forth in any environmental reports included in the Due Diligence Materials provided to Buyer: (i) to Seller's actual knowledge there are no Hazardous Substances present at the Real Property in violation of any applicable Environmental Laws, (ii) neither Seller nor any other Seller Party, nor to the best of Seller's knowledge any third party, has used, manufactured, generated, treated, stored, disposed of, or released any Hazardous Substances on, under or about the Real Property, (iii) neither Seller nor any other Seller Party, nor, to the best of Seller's knowledge, any third party, has installed, used or removed any storage tank on, from or in connection with the Real Property, and (iv) to the best of Seller's knowledge there are no storage tanks or wells (whether existing or abandoned) located on, under or about the Real Property.

12.9 No Conflict. Neither the execution of this Agreement nor the performance of any of the terms or provisions hereof by Seller violates or conflicts in any respect with, or constitutes a default under, any judgment, order, injunction, decree, regulation or ruling of any court or governmental entity, the organizational documents of Seller, or any mortgage, deed of trust or indenture, any contract, or instrument to which Seller, any other Seller Party, or the Property is subject.

12.10 Personal Property. The Personal Property shall be removed from the Property at or before Closing by Seller, at Seller's sole cost and expense.

12.11 Reports and Due Diligence Items. Seller has delivered to Buyer true, correct and complete copies of all Due Diligence Materials, all of which were prepared by or for Seller in the ordinary course of its business in the same manner as it prepares or obtains such items for its other properties and are used and relied upon by Seller in connection with its ownership, management, development and operation of the Property.

12.12 OFAC/Patriot Act. Neither Seller nor any other Seller Party is included on the List of Specially Designated Nationals and Blocked Persons maintained by OFAC, does not resides in, and is not organized or chartered under the laws of (i) a jurisdiction that has been designated by the U.S. Secretary of the Treasury under Section 311 or 312 of the Patriot Act as warranting special measures due to money laundering concerns or (ii) any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task

Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur.

12.13 Subsequent Changes. If Seller becomes aware of any fact or circumstance which would materially and adversely change one of its foregoing representations or warranties, then Seller shall promptly give written notice of such changed fact or circumstance to Buyer.

12.14 Seller's Knowledge. Whenever phrases such as *"to the best of Seller's knowledge"*, *"to Seller's knowledge"*, or *"Seller has no knowledge"* or similar phrases are used in the foregoing representations and warranties, they will be deemed to refer to matters within the actual current knowledge of James Acevedo, with reasonable and customary inquiry and investigation. Seller represents and warrants that such individual(s) is(are) the employee(s) of Seller most knowledgeable regarding the present operation and condition of the Property and the subject matters set forth above in this Section 12.

13. Reserved.

14. Notices. Except for those notices which, pursuant to the express terms of this Agreement may be sent via fax or email, all notices or other communications required or permitted hereunder must be in writing, and must be personally delivered (including by means of professional messenger service), sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below, or such other addresses that a party may designate from time to time during the Contract Period with written notice to the other party. Notices will be sent as follows to:

Buyer:	City of El Monte City Hall East 11333 Valley Boulevard El Monte, California 91731 Attn: Alma K. Martinez, City Manager Email: amartinez@elmonteca.gov Phone: (626) 580-2002
with a copy to:	Olivarez Madruga Lemieux O'Neill, LLP 11333 Valley Boulevard El Monte, California Attn: David F. Gondek Email: dgondek@omlolaw.com Phone: (626) 580-2010
Seller:	Bradley Stern Address: Email: Phone:
with a copy to:	[NAME] Address: Email: Phone:

Title Company: at the address specified in the definition thereof.

15. Brokers. Seller represents and warrants to Buyer, and Buyer represents and warrants to Seller, that no broker or finder has been engaged by them, respectively, in connection with any of the transactions contemplated by this Agreement, or to its knowledge is in any way connected with any of such transactions. Buyer will indemnify, save harmless and defend Seller from any liability, cost, or expense arising out of or connected with any claim for any commission or compensation made by any person or entity claiming to have been retained by Buyer in connection with this transaction. Seller will indemnify, save harmless and defend Buyer from any liability, cost, or expense arising out of or connected with any claim for any commission or compensation made by any person or entity claiming to have been retained by Seller in connection with this transaction. This indemnity provision will survive the Closing or any earlier termination of this Agreement.

16. Default.

16.1 Notice and Cure Period. If either party fails to perform any of its obligations hereunder as and when required, or if one of the representations and warranties made by a party is discovered to be or becomes untrue during the Contract Period, then the non-defaulting party shall give written notice of such default to the defaulting party, with a copy to the Title Company (which copy may be sent via fax or email), and the defaulting party shall have until the later of (i) the Closing Date and (ii) ten (10) business days after receipt of such notice to cure such default. A non-defaulting party may elect to waive any such default with written notice to both the defaulting party and the Title Company (which waiver may be sent via fax or email so long as an original hardcopy is concurrently delivered via one of the other methods provided for herein).

16.2 Seller's Default. If Seller is in default under this Agreement, beyond all applicable notice and cure periods, then Buyer shall be entitled to exercise all of its remedies which may be available under this Agreement and/or applicable laws, including without limitation a suit for specific performance. If the Closing does not occur by the Closing Date because of a Seller default, beyond the notice and cure periods set forth above, then, in addition to any remedies which may be available to Buyer under applicable laws, Buyer may cancel the Escrow and terminate this Agreement with written notice to Seller and a copy of such notice to the Title Company (which copy may be sent via fax or email). Upon the issuance of such notice, (i) this Agreement and the Escrow established hereunder shall terminate, (iii) the parties shall have no further obligations to one another hereunder except those that, by their terms, expressly survive the termination hereof, (iv) all costs of cancellation, if any, will be paid by the Seller, and (v) Buyer shall be entitled to reimbursement of its reasonable out-of-pocket expenses incurred in connection with the transaction. Buyer's rights and Seller's obligations under subclause (v) above shall survive the termination of this Agreement.

16.3 Buyer's Default. If the Closing does not occur by the applicable Closing Date because of a Buyer default, beyond the notice and cure periods set forth above, then, Seller may cancel the Escrow and terminate this Agreement with written notice to the Buyer, and a copy of such notice to the Escrow Holder (which copy may be sent via fax or email). Upon the issuance of such notice, (i) this Agreement and the Escrow established hereunder shall terminate, (ii) the parties shall have no further obligations to one another hereunder except those that, by their terms, expressly survive the termination hereof, (iii) all costs of cancellation, if any, will be paid by the Buyer, (iv) any Escrow Extension Deposits then held by the Escrow Holder shall be

released to Seller, and (v) as Seller's sole and exclusive remedy under this Agreement, Seller hereby agreeing to waive any additional or other remedies it may have under applicable laws, Seller shall be entitled to an amount equal to the Escrow Deposit (e.g. the sum of $100,000) as liquidated damages (the "Liquidated Damage Amount").

IN CONNECTION THEREWITH, THE PARTIES AGREE THAT SELLER'S ACTUAL DAMAGES AS A RESULT OF BUYER'S BREACH OF THIS AGREEMENT WOULD BE DIFFICULT OR IMPOSSIBLE TO DETERMINE, AND THE LIQUIDATED DAMAGE AMOUNT IS THE BEST ESTIMATE OF THE AMOUNT OF DAMAGES SELLER WOULD SUFFER AS A RESULT OF SUCH DEFAULT; PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT LIMIT SELLER'S RIGHT TO OBTAIN REIMBURSEMENT FOR ATTORNEYS' FEES AND COSTS, OR WAIVE OR AFFECT BUYER'S INDEMNITY OBLIGATIONS AND SELLER'S RIGHTS TO THOSE INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT. THE PAYMENT OF THE LIQUIDATED DAMAGE AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. THE PARTIES WITNESS THEIR AGREEMENT TO THIS LIQUIDATED DAMAGES PROVISION BY INITIALING THIS SECTION:

Seller: _____ Buyer:_____

16.4 Limitation on Liability. Notwithstanding anything to the contrary herein, but excluding any tort claims, criminal action or fraud, Buyer hereby agrees that in no event or circumstance shall any of the shareholders, members, partners, employees, representatives, officers, directors, affiliated or related entities of Seller have any personal liability under this Agreement.

17. Assignment. Buyer will not assign this Agreement without first obtaining Seller's prior written consent thereto, which consent may be withheld by Seller in its reasonable discretion. Any attempted assignment without Seller's required prior written consent will, at Seller's option, be voidable and constitute a material breach of this Agreement.

18. Miscellaneous.

18.1 Counterparts. This Agreement may be executed in counterparts. Facsimile signatures or signatures sent via e-mail in ".pdf" format shall be valid so long as wet signature originals are delivered not later than three (3) business days after the delivery of the facsimile/e-mail signature version of the Agreement.

18.2 Partial Invalidity. If any term or provision of this Agreement will be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

18.3 Possession of the Property. Seller will deliver possession of the Property to Buyer upon the Close of Escrow, subject only to the rights of parties pursuant to the Permitted Exceptions.

18.4 Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

18.5 Successors and Assigns. This Agreement is binding upon and inures to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties hereto.

18.6 Entire Agreement. This Agreement (including all Exhibits attached hereto) constitute the entire agreement between the parties hereto with respect to the subject matter hereof and may not be modified except by an instrument in writing signed by the party to be charged.

18.7 Time of Essence; Dates. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof. If the Closing Date or any other date which serves as a deadline for performance hereunder occurs on a day other than a business day, then such date(s) shall automatically be deemed extended until the next occurring business day.

18.8 Construction. This Agreement has been prepared by Buyer and its professional advisors and reviewed by Seller and its professional advisers. Seller and Buyer and their respective advisors believe that this Agreement is the product of all of their efforts, that it expresses their agreement and that it should not be interpreted in favor of or against either Buyer or Seller, and the principle of law set forth in California Civil Code §1654 (or its successor) that contracts are construed against the drafter shall not apply. The parties further agree that this Agreement will be construed to effectuate the normal and reasonable expectations of a sophisticated Seller and Buyer.

18.9 Governing Law. The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

18.10 Survival. All obligations of the parties contained herein which by their terms do not arise until after the Close of Escrow and any other provisions of this Agreement which by their terms survive the Close of Escrow, shall survive the Close of Escrow.

18.11 Captions. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

18.12 Confidentiality. Unless otherwise agreed to in writing by Seller and Buyer, each party will keep confidential all documents, financial statements, reports or other information provided to, or generated by the other party relating to the Property, including this Agreement and all Due Diligence Materials, and will not disclose any such information to any person other than (i) those employees and agents of Seller or Buyer with a need to know; (ii) those who are actively and directly participating in the evaluation of the Property and the negotiation and execution of this Agreement or financing of the purchase of the Property; (iii) governmental, administrative, regulatory or judicial authorities in the investigation of the

compliance of the Property with applicable legal requirements; and (iv) pursuant to valid legal process or as may be required by law. Notwithstanding anything herein to the contrary, Buyer is legally mandated to provide records in response to a request for records under the California Public Records Act (Cal. Gov. Code section 6250 et seq.) to any and all parties that request such records, unless such information falls under an exemption provided for under California law. The disclosure of confidential information pursuant to Buyer's obligations under the Public Records Act shall not constitute a violation of this Agreement. The provisions of this paragraph will survive the termination of this Agreement other than by Closing.

19. Independent Consideration. Concurrent with its delivery of a fully executed copy of the Agreement, Buyer shall deliver to Seller in cash the sum of One Hundred and No/100 Dollars ($100.00) (the "Independent Consideration") which amount has been bargained for and agreed to as consideration for Buyer's purchase the Property and the Buyer's Due Diligence Period provided herein, and for Seller's execution and delivery of the Agreement. The Independent Consideration is not part of the Purchase Price, is in addition to and independent of all other consideration provided in the Agreement, and is nonrefundable to Buyer in all events.

Remainder of page intentionally left blank.
Signatures on following page

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

"SELLER"

Bradley Stern,
an individual

By: _____

Name: _____

Title: _____

"BUYER"

CITY OF EL MONTE
a municipal corporation

By: _____

Name: _____

Title: _____

EXHIBIT A

[Append Parcel Map]

EXHIBIT B

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
DOCUMENT AND TAX STATEMENT TO:

_____
_____
_____
_____

_____
THIS SPACE ABOVE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX is $_____
____ computed on full value of property conveyed; or
____ computed on full value less value of liens and encumbrances remaining at time of sale
____ Unincorporated area: ____ City of _____
____ Realty not sold.
APN:_____

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, _____, a(n) _____ [state] _____ [entity type] ("Grantor"), hereby grants to _____ _____, a(n) _____ [state] _____ [entity type], that certain real property in the City of _____, County of _____, State of California, legally described as follows:

See Exhibit 1 attached hereto and incorporated herein by this reference.

GRANTOR:

_____,
a(n) _____[state] _____[entity type]

By:_____
Name:_____
Its:_____

Notary Acknowledgement – Grant Deed

[Append Notary Form]

Exhibit 1

[Append Legal Description]

EXHIBIT C

ASSIGNMENT OF INTANGIBLE PROPERTY

THIS ASSIGNMENT OF INTANGIBLE PROPERTY (this "Assignment") is dated _____, 201__ and is made and executed by _____, a(n) _____ [state] _____ [entity type] ("Seller"), with reference to the following facts:

WHEREAS, concurrently herewith, Seller is conveying to _____, a(n) _____ [state] _____ [entity type] ("Buyer"), in accordance with the terms of that certain Purchase and Sale Agreement and Joint Escrow Instructions dated _____, 201__ (the "Agreement"), certain real property legally described on Exhibit 1 attached hereto and incorporated herein by this reference (the "Real Property"), as well as all improvements and betterments, if any, located thereon and expressly described in the Agreement (the "Improvements"); and

WHEREAS in accordance with the Agreement, Seller desires to assign, transfer and convey to Buyer, as of the Closing, all of Seller's interest in and to the Intangible Property (as defined in the Agreement).

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration in hand paid by Buyer to Seller, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby ASSIGN, TRANSFER and CONVEY to Buyer all of the Seller's interest in and to the Intangible Property.

THE INTANGIBLE PROPERTY IS ASSIGNED, TRANSFERRED AND CONVEYED TO BUYER SUBJECT TO ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AND SELLER IS NOT MAKING ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE INTANGIBLE PROPERTY, EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE AGREEMENT.

This Assignment shall be effective as of the Closing Date, as such term is defined in the Agreement. Capitalized terms not defined herein shall have the meanings given to them in the Agreement. The Seller represents that the signatory below has the full and complete authority to bind Seller to this Assignment and that no other consent is necessary or required in order for him/her to execute and deliver this Assignment on behalf of Seller.

Seller

_____,
a(n)_____[state]_____[entity type]

By:_____
Name:_____
Its:_____

Exhibit 1

[Append Legal Description]

EXHIBIT D

CERTIFICATE REGARDING FOREIGN INVESTMENT
IN REAL PROPERTY TAX ACT

Section 1445 of the Internal Revenue Code provides that a transferee (purchaser) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform the transferee (purchaser) that withholding of tax is not required upon the disposition of a U.S. real property interest by_____, a(n)_____ ("Transferor") Transferor hereby certifies:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue code and Income Tax Regulations).

2. Transferor's Federal Employer Identification Number is:_____

3. Transferor's office address is:

_____
_____
_____

4. The address or description of the property which is the subject matter of the disposition is described in Exhibit 1 attached hereto.

5. Transferor is not a disregarded entity as defined in Section 1.445-2(b)(2)(iii).

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Transferor declares that it has examined this certification and to the best of its knowledge and belief, it is true, correct and complete, and further declares that the individual executing this certification on behalf of Transferor has full authority to do so.

_____,
a(n)_____

By:_____
Name:_____
Its:_____

Exhibit 1

[Append Legal Description]

EXHIBIT E

Reaffirmation Certificate

This Reaffirmation Certificate is made and delivered by _____, a(n) _____ _____ [state] _____ [entity type] [("Seller" OR "Buyer")] with reference to that certain Purchase and Sale Agreement and Joint Escrow Instructions dated _____ _____, 2019 ([as amended], the "Agreement") entered into between [Seller OR Buyer] and _____, a(n) _____ [state] _____ [entity type].

[Seller OR Buyer] hereby restates and reaffirms its representations and warranties set forth in Section ____ of the Agreement with full force and effect as if set forth fully herein and made and delivered on the date hereof without any exception or qualification.

[Seller OR Buyer]

_____,

a(n)_____

By:_____

Name:_____

Its: _____

Date:_____

CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF MAY 17, 2020

March 11, 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 THE PURCHASE AND SALE AGREEMENT (PSA) AND JOINT ESCROW INSTRUCTIONS BETWEEN THE CITY OF EL MONTE AND XUE CHEN OF 12159 CHERRYLEE DRIVE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Receive a presentation from City staff regarding the proposed Purchase and Sale Agreement (PSA) and Joint Escrow Instructions (Attachment 1) between the City of El Monte and Xue Chen of 12159 Cherrylee Drive; and
2. Adopt the Resolution (Attachment 2) approving the PSA by and between the City of El Monte and Xue Chen; and
3. Authorize the City Manager and City Attorney to make any non-substantive minor modifications and execute the PSA.

BACKGROUND

The subject property located at 12159 Cherrylee Drive (the "Site") measures 71,874 square feet (1.65 acres) and is located in the Norwood/Cherrylee neighborhood. The 2011 Vision El Monte General Plan Community Design Element describes the Norwood/Cherrylee neighborhood as a mix of single-family homes anchored by Lambert Park and contains the Rurban Homesteads and Wye Street, built during the 1920s as part of an experimental federal housing program. With its rural ambience, the area is distinguished by its equestrian and agricultural heritage.

The Site is zoned R1-C (One-family Dwelling) within the Rurban Homesteads Overlay District ("RHOD"). The RHOD is located in the northeast portion of the City and was

first established in 2008. The RHOD was established to ensure that new residential development is compatible with the existing built environmental and surrounding neighborhood in regards to lot size, height and architectural design.

Over the past several years, there has been new development interest in the RHOD. As a result, the City Council adopted a Moratorium on June 21, 2016 for the RHOD prohibiting certain development applications including new two-story dwellings, second-story additions, new subdivisions, and new dwellings that would result in more than one (1) dwelling on a property. During the Moratorium, City staff worked with an Advisory Committee consisting of residents in the RHOD area, and conducted community workshops and study sessions with the Planning Commission, to develop regulations to preserve the district's rural character, and promote a low-density, rural residential lifestyle.

On May 15, 2018, the City Council adopted Ordinance No. 2928 approving Code Amendment No. 758 amending Title 17 (Zoning) of the El Monte Municipal Code ("EMMC") Regarding Zoning and Land Use Requirements for the Rurban Homesteads Overlay District. The Code Amendment codified EMMC Chapter 17.37 Rurban Homesteads Overlay District. Pursuant to Chapter 17.37, the Rurban Homesteads Overlay District is established to preserve rural character, promote a low-density, rural residential lifestyle, and ensure continued availability of lots that allow animal keeping agricultural cultivation and retain the area's homestead heritage. It is the intent of the Rurban Homesteads Overlay District to protect areas for low-density, rural development by retaining large lots in a configuration that enables animal raising and keeping and to ensure that new residential development and alterations and additions to existing residences are compatible with the scale, mass and character of the rural neighborhood.

The development regulations for the RHOD require that each lot shall have a minimum lot area of 10,000 square feet and that every lot shall abut a public street for a distance of at least 60 feet. The maximum allowable height for a dwelling unit is 25 feet and one and one half (1.5) stories. Furthermore, flag lots and planned residential developments shall be prohibited.

According to the development standards of the EMMC, the 71,874 square foot Site has the potential to be subdivided into three (3) residential lots. Additionally, with the new State-mandated Accessory Dwelling Unit (ADU) laws, each lot can potentially develop one (1) main single-family dwelling unit, one (1) attached Junior ADU, and one (1) detached ADU, for a total of three (3) dwelling units per lot.

The Property Owner, Xue Chen has owned the property since 2014. The impetus behind the Moratorium and the amended RHOD regulations has limited the Property Owner's development opportunities for the site.

The City has been in discussions with the Property Owner on the acquisition of the Site for the preservation of the area's historical rural character. The Site has been vacant for six (6) years and the residential dwelling on the Site was demolished to prevent vagrancy. The City's acquisition of the Site for potential equestrian and agricultural improvements would preserve the purpose and intent of the RHOD.

PROPERTY APPRAISAL AND PURCHASE PRICE

The Property Owner's asking price is $1,500,000 to recover the costs of the purchase price of the property in 2014 and to recuperate the costs incurred to design the site for subdivision. Staff presented the $1,500,000 asking price to the City Council at Closed Session on September 17, 2019 in which the Council directed staff to order an appraisal for the fair market value of the property and to confirm the proposed $1,500,000 purchase price.

Staff obtained the services of Integra Realty Resources to prepare a Fair Market Value Appraisal of the property. The Appraisal concluded that the fair market value of the property is $1,575,000. Staff continued negotiations with the property owner. On January 14, 2020 under City Council Closed Session, staff presented the appraisal value of $1,575,000 and the Property Owner's willingness to uphold the original asking price of $1,500,000. At the Closed Session, the Council directed staff to return with a draft purchase and sale agreement for City Council's consideration under a regular agenda item at a future City Council meeting.

FINDING OF GENERAL PLAN CONFORMITY

According to the General Plan Cultural Resources Element, during the Depression, El Monte was chosen as the location of a unique federally funded program, an experimental subsistence program called Rurban Homesteads. The government purchased a walnut farm east of Peck road and subdivided it into 100 single-acre lots. Each lot offered a home with enough land to produce vegetables and raise livestock. The project was successful and repeated across the country. Some of the original Rurban Homesteads and the layout of the visionary development are still visible along the Wye and Cherrylee Drive in the northeast quadrant of the City.

In accordance with California Government Code Section 37361, a legislative body (the City of El Monte) may acquire property for the preservation or development of a historical landmark. The legislative body may also acquire property for development for recreational purposes and for development of facilities in connection therewith. The legislative body may provide for places, buildings, structures, works of art, and other objects, having a special character or special historical or aesthetic interest or value, special conditions or regulations for their protection, enhancement, perpetuation or use, which may include *appropriate and reasonable control of the use of neighboring private property* within public view. As stated in the General Plan Housing Element, the RHOD area is still used for equestrian purposes and visitors can occasionally see horseback

riders. Many streets in the northern section, including Cherrylee Drive are not improved with sidewalks, reflecting the more rural nature and history of the neighborhood.

Additionally, pursuant to California Government Code Section 65402, a local agency (the City of El Monte) shall not acquire real property for street, park or other public purposes, until such acquisition has been submitted to and reported upon by the planning agency having jurisdiction (the Planning Commission), as to conformity with the City's adopted general plan. Therefore, in order for the City to acquire the Site for equestrian and/or agricultural public purposes, it is necessary for the Planning Commission to find that the acquisition is in conformance with the 2011 Vision El Monte General Plan.

On March 10, 2020, the Planning Commission adopted Resolution No. 3567 (Attachment 3) finding that the proposed City acquisition of the Site for equestrian and/or agricultural open space is in conformance with the General Plan Cultural Resources Element. The Rurban Homesteads/Wye Street is designated as a Local Historic Resource and Urban Fabric/Landscape Features in the Cultural Resources Element.

> *Urban Fabric/Traces*. El Monte has a rich agricultural past evident in structures, street patterns, and other forms.
>
> 1. Rurban Homesteads, a depression-era federal demonstration project with subsistence farming;
> 2. Pumpkin Fields, representing the bounty of the agricultural industry; and
> 3. Original period architecture
>
> *CR-2.2 Historic Overlay Zones*. Assess the feasibility of creating historic overlay zones, as relevant, that contain elements of potential historic significance such as the Valley Mall, El Monte Theatre, Wye Street/Rurban Homestead area, and Medina Court.

To further the General Plan goals and policies stated above, the Cultural Resources Element states that, "...1920s homes and their original subsistence lots built during the Depression could be purchased and restored as a contemporary subsistence garden and linked to healthy eating and self reliance".

The City's acquisition of the Site would further the General Plan's goals and policies to preserve the historical area of the Rurban Homesteads Overlay District.

SUMMARY OF KEY ELEMENTS OF THE PURCHASE AND SALE AGREEMENT

The draft PSA is attached to this staff report for reference. The following sections provide a summary of the elements of the draft PSA:

Purchase Price: $1,500,000

Opening of Escrow: Within ten (10) City business days of the Effective Date (the date upon which this Agreement has been fully executed by both Xue Chen ("Seller") and City of El Monte ("Buyer").

Closing Date: May 18, 2020

FISCAL IMPACT

There are no negative impacts to the General Fund. The Purchase Price of $1,500,000 will be paid through Quimby and EB5 funds. Staff will request City Council approval for the use of the funds at a future City Council public hearing.

CEQA/ENVIRONMENTAL DETERMINATION

Pursuant to the California Environmental Quality Act (CEQA) statues and requirements, on March 10, 2020, the Planning Commission determined that the City's acquisition of the Site for equestrian and/or agricultural open space is consistent with CEQA Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning). The Rurban Homesteads/Wye Street is designated as a Local Historic Resource and Urban Fabric/Landscape Features in the Cultural Resources Element. Furthermore, the Cultural Resources Element encourages the purchase and restoration of the RHOD lots as a contemporary subsistence garden linked to healthy eating and self reliance.

Therefore, the City's acquisition of the Site for preservation of a Local Historic Resource is in conformance with the 2011 Vision El Monte General Plan Cultural Resources Element in which an Environmental Impact Report (State Clearing House #2008071012) was certified in June 2011. The future agricultural open space improvements would further the goals and policies of the General Plan.

FUTURE IMPROVEMENTS

Prior to any equestrian and/or agricultural open space improvements, the project shall be assigned a Capital Improvement Project (CIP) number and shall undergo a separate project-specific review process, including public outreach and community meetings, and environmental analysis in compliance with CEQA.

CONCLUSION

It is recommended that the City Council: 1) Receive a presentation from City staff regarding the proposed Purchase and Sale Agreement (PSA) and Joint Escrow

Instructions between the City of El Monte and Xue Chen of 12159 Cherrylee Drive; 2) Adopt the Resolution approving the PSA by and between the City of El Monte and Xue Chen; and 3) Authorize the City Manager and City Attorney to make any non-substantive minor modifications and execute the PSA.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONAVANIK
Community and Economic Development Director

Attachments:

1. Draft PSA
2. Resolution
3. Planning Commission Resolution No. 3567

DATE: MARCH 17, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

ATTACHMENT 1

DRAFT PSA

ATTACHMENT 2

RESOLUTION

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA APPROVING THE PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS BETWEEN THE CITY OF EL MONTE AND XUE CHEN OF 12159 CHERRYLEE DRIVE

WHEREAS, pursuant to California Government Code Section 37361, a legislative body may acquire property for the preservation or development of a historical landmark. The legislative body may also acquire property for development for recreational purposes and for development of facilities in connection therewith;

WHEREAS, the real property located at 12159 Cherrylee Drive / APN No. 8541-019-051 (the "Site") is located within the Rurban Homesteads Overlay District (RHOD);

WHEREAS, the RHOD was established to preserve rural character, promote a low-density, rural residential lifestyle, and ensure continued availability of lots that allow animal keeping agricultural cultivation and retain the area's homestead heritage. It is the intent of the Rurban Homesteads Overlay District to protect areas for low-density, rural development by retaining large lots in a configuration that enables animal raising and keeping and to ensure that new residential development and alterations and additions to existing residences are compatible with the scale, mass and character of the rural neighborhood;

WHEREAS, the City has been in discussions with the property owner, Xue Chen on the acquisition of the Site for potential equestrian and agricultural improvements on the property to preserve the purpose and intent of the RHOD and the General Plan;

WHEREAS, pursuant to California Government Code Section 65402, before a local agency can acquire real property for street, park or other public purposes, the legislative planning body shall determine if the proposed real property acquisition conforms with the city's General Plan;

WHEREAS, the Rurban Homesteads/Wye Street is designated as a Local Historic Resource and Urban Fabric/Landscape Features in the General Plan Cultural Resources Element;

WHEREAS, on March 10, 2020, the El Monte Planning Commission adopted Resolution No. 3567 finding that the proposed City acquisition of the Site for futre equestrian and/or agricultural improvements is in conformance with the following General Plan Community Design Element and Circulation Element policies:

The Rurban Homesteads/Wye Street is designated as a Local Historic Resource and Urban Fabric/Landscape Features in the Cultural Resources Element.

Urban Fabric/Traces. El Monte has a rich agricultural past evident in structures, street patterns, and other forms.

1. Rurban Homesteads, a depression-era federal demonstration project with subsistence farming;
2. Pumpkin Fields, representing the bounty of the agricultural industry; and
3. Original period architecture

CR-2.2 Historic Overlay Zones. Assess the feasibility of creating historic overlay zones, as relevant, that contain elements of potential historic significance such as the Valley Mall, El Monte Theatre, Wye Street/Rurban Homestead area, and Medina Court.

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) statues and requirements, on March 10, 2020, the Planning Commission determined that the City's acquisition of the Site for historic preservation of the RHOD is consistent with CEQA Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning). The Rurban Homesteads/Wye Street is designated as a Local Historic Resource and Urban Fabric/Landscape Features in the General Plan Cultural Resources Element. Furthermore, the Cultural Resources Element encourages the purchase and restoration of the RHOD lots as a contemporary subsistence garden linked to healthy eating and self reliance.

Therefore, the City's acquisition of the Site for preservation of a Local Historic Resource is in conformance with the 2011 Vision El Monte General Plan Cultural Resources Element in which an Environmental Impact Report (State Clearing House #2008071012) was certified in June 2011. The future agricultural open space improvements would further the goals and policies of the General Plan; and

WHEREAS, the CEQA determination is for the City's acquisition of the Site only. Prior to any equestrian and/or agricultural open space improvements, the project shall be assigned a Capital Improvement Project (CIP) number and shall undergo a separate project-specific review process, including environmental analysis in compliance with CEQA.

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

SECTION 1. The City Council hereby approves the form of the Purchase and Sale Agreement and Joint Escrow Instructions for the acquisition of 12159 Cherrylee Drive.

SECTION 2. The City Manager and City Attorney are hereby authorized and directed to execute the Purchase and Sale Agreement and Joint Escrow Instructions on behalf of the City Council together with such technical and conforming changes to the text of the PSA as may be recommended by the City Attorney and approved by the City Manager.

SECTION 3. The City Manager is hereby authorized and directed to execute such ancillary documents and instruments as called for under the PSA on behalf of the City, as the Buyer, in order to complete the transaction as contemplated in the PSA.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon it adoption.

PASSED APPROVED AND ADOPTED by the City Council of the City of El Monte at its regular meeting on the 17th day of March, 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, 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 its regular meeting of said City Council of the City of El Monte held on the 17th day of March, 2020, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Catherine A. Eredia, City Clerk

ATTACHMENT 3

PLANNING COMMISSION RESOLUTION NO. 3567

RESOLUTION NO. 3567

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FINDING THE PROPOSED SITE ACQUISITION OF 12159 CHERRYLEE DRIVE, IN THE CITY OF EL MONTE, TO BE IN CONFORMANCE WITH THE GENERAL PLAN AND CONSISTENT WITH SECTION 15183 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, pursuant to California Government Code Section 37361, a legislative body may acquire property for the preservation or development of a historical landmark. The legislative body may also acquire property for development for recreational purposes and for development of facilities in connection therewith. The legislative body may provide for places, buildings, structures, works of art, and other objects, having a special character or special historical or aesthetic interest or value, special conditions or regulations for their protection, enhancement, perpetuation or use, which may include *appropriate and reasonable control of the use of neighboring private property* within public view;

WHEREAS, pursuant to California Government Code Section 65402, before a local agency can acquire real property for street, park or other public purposes, the legislative planning body shall determine if the proposed real property acquisition conforms with the city's General Plan; and

WHEREAS, the real property located at 12159 Cherrylee Drive / APN No. 8541-019-051 (the "Site") is located within the Rurban Homesteads Overlay District (RHOD);

WHEREAS, the RHOD was established to preserve rural character, promote a low-density, rural residential lifestyle, and ensure continued availability of lots that allow animal keeping agricultural cultivation and retain the area's homestead heritage. It is the intent of the Rurban Homesteads Overlay District to protect areas for low-density, rural development by retaining large lots in a configuration that enables animal raising and keeping and to ensure that new residential development and alterations and additions to existing residences are compatible with the scale, mass and character of the rural neighborhood;

WHEREAS, the Rurban Homesteads/Wye Street is designated as a Local Historic Resource and Urban Fabric/Landscape Features in the General Plan Cultural Resources Element;

WHEREAS, the City has been in discussions with the property owner, Xue Chen on the acquisition of the Site for potential equestrian and agricultural improvements on the property to preserve the purpose and intent of the RHOD;

WHEREAS, the City Council will take action on a Purchase and Sale Agreement with the Property Owner to acquire the Site at a future date; and

WHEREAS, the General Plan Conformity Report and CEQA action is for the City's acquisition of the Site only. Prior to any equestrian and/or agricultural open space improvements, the project shall be assigned a Capital Improvement Project (CIP) number and shall undergo a separate project-specific review process, including public outreach and community meetings, and environmental analysis in compliance with CEQA.

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

SECTION 1. The facts set forth in the recitals above are true and correct and incorporated herein by reference.

SECTION 2. The City's acquisition of 12159 Cherrylee Drive for future equestrian and/or agricultural improvements is in compliance with the 2011 Vision El Monte General Plan Cultural Resources Element. This finding is made pursuant to the requirements of Government Code Section 65402 and is based upon the following:

A. The proposed real property acquisition is in conformance with the following General Plan Cultural Resources Element:

   The Rurban Homesteads/Wye Street is designated as a Local Historic Resource and Urban Fabric/Landscape Features in the Cultural Resources Element.

   I. Urban Fabric/Traces. El Monte has a rich agricultural past evident in structures, street patterns, and other forms.

      1. Rurban Homesteads, a depression-era federal demonstration project with subsistence farming;
      2. Pumpkin Fields, representing the bounty of the agricultural industry; and
      3. Original period architecture

   II. CR-2.2 Historic Overlay Zones. Assess the feasibility of creating historic overlay zones, as relevant, that contain elements of potential historic significance such as the Valley Mall, El Monte Theatre, Wye Street/Rurban Homestead area, and Medina Court.

   To further the General Plan goals and policies stated above, the Cultural Resources Element states that, "...1920s homes and their original subsistence lots built during the Depression could be purchased and restored as a contemporary subsistence garden and linked to healthy eating and self reliance".

The City's acquisition of the Site would further the General Plan's goals and policies to preserve the historical area of the Rurban Homesteads Overlay District.

SECTION 3. In accordance with the requirements of the California Environmental Quality Act (CEQA) of 1970, and the CEQA Guidelines, as amended, the City's acquisition of the Site for historic preservation of the RHOD is consistent with CEQA Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning). The City's acquisition of the Site for preservation of a Local Historic Resource is in conformance with the 2011 Vision El Monte General Plan Cultural Resources Element in which an Environmental Impact Report (State Clearing House #2008071012) was certified in June 2011. The future Capital Improvement Project will undergo a separate project-specific CEQA analysis.

SECTION 4. The Secretary of the Planning Commission of the City of El Monte shall certify to the adoption of this Resolution and shall cause a copy of the same to be forwarded to the City Council for its consideration.

Amy Wong, Chairperson

ATTEST:

Jason C. Mikaelian, Secretary
El Monte City Planning Commission

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES) SS:

CITY OF EL MONTE)

I, Jason C. Mikaelian, Secretary of the Planning Commission of the City of El Monte, do hereby certify that the above and foregoing is a full, true, and correct copy of Resolution No. 3567 adopted by the Planning Commission of the City of El Monte, at a regular meeting by said Commission held on March 10, 2020, by the following votes to wit:

AYES: WONG, PERALTA, NUNO, CRUZ

NOES:

ABSTAIN:

ABSENT: GONZALEZ

Jason C. Mikaelian, Secretary
El Monte City Planning Commission

CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF MARCH 17, 2020

March 11, 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 ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE ESTABLISHING ENHANCED ADMINISTRATIVE CITATION FINES FOR COMMERCIAL CANNABIS ACTIVITY VIOLATIONS OF CHAPTER 5.18 PURSUANT TO EL MONTE MUNICIPAL CODE SECTION 1.18.040

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and adopt the proposed fine as set forth in the proposed Resolution (Attachment 1).

BACKGROUND AND PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of El Monte (the "City") is authorized under Government Code Section 53069.4 to make any violation of any of its ordinances subject to an administrative fine or penalty. Section 1.18.040 of the El Monte Municipal Code ("EMMC") provides that the amount of fines to be imposed for violations of the EMMC shall be set forth in the schedule of fines established by City Council Resolution.

Currently, the City assesses the following administrative fines for violations of the EMMC pursuant to Ordinance No. 8364:

- 1st Violation: $50
- 2nd Violation: $200
- 3rd Violation: $500
- 4+ Violation(s): $1,000

Due to the significant risks of certain violations to public health, safety, and welfare posed by illicit commercial cannabis activity, the City seeks to impose enhanced administrative fines for actions violative of EMMC Chapter 5.18. Chapter 5.18 of the

EMMC regulates commercial cannabis activity, including cultivation, manufacturing, distribution, microbusinesses, retail, and laboratory testing. Authorized businesses require both City and state licenses and permits to legally operate. The proposed resolution (the "proposed Resolution") would impose a civil administrative fine schedule for engaging in cannabis activity in a manner that violates Chapter 5.18 of the El Monte Municipal Code. Such violations would include, but not be limited to, the commercial cultivation or retail sale of cannabis for commercial purposes without requisite City permits/licenses.

Under the proposed Resolution (Attachment 1), the fine for such violations would be one thousand dollars ($1,000) for the first and each subsequent violation. Administrative citations may be imposed daily for each day and for each violation that remains uncured.

FISCAL IMPACT/FINANCING

The proposed increased fines would deter certain violations while modestly impacting the City's finances. The amount of fine monies generated would be dependent upon the amount of illicit commercial cannabis activity and corresponding City enforcement in administering such fines.

CONCLUSION

It is recommended that the City Council consider and adopt the proposed Resolution (Attachment 1).

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONAVANIK
Community and Economic Development Director

Attachment:

1. Resolution

DATE: March 17, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

ATTACHMENT 1

RESOLUTION

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA ESTABLISHING ENHANCED ADMINISTRATIVE CITATION FINES FOR COMMERCIAL CANNABIS ACTIVITY VIOLATIONS OF CHAPTER 5.18 PURSUANT TO EL MONTE MUNICIPAL CODE SECTION 1.18.040

WHEREAS, Government Code Section 53069.4 authorizes the City to make any violation of any of its ordinances subject to an administrative fine or penalty;

WHEREAS, Section 1.18.040 of the El Monte Municipal Code ("EMMC") provides that the amount of fines to be imposed for misdemeanor violations shall be established by resolution of the City Council;

WHEREAS, Chapter 5.18 of the EMMC sets forth several requirements to engage in commercial cannabis activity; and

WHEREAS, the City now seeks the additional option to impose a civil administrative fine schedule for engaging in cannabis activity in a manner that violates Chapter 5.18 of the EMMC.

BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

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

SECTION 2. Due to the significant risks to public health, safety, and welfare posed by illicit commercial cannabis activity, and in accordance with EMMC Chapter 1.18, the amount of fines to be imposed for any violation of the provisions of EMMC Chapter 5.18 shall be one thousand dollars ($1,000) for each violation. Such fine may be imposed daily for each day and for each violation that remains uncured. Such provisions include but are not limited to, engaging in commercial cannabis activity without the requisite permits, approvals or licenses, or failure to comply with the applicable operational conditions.

SECTION 3. Any fine amount imposed pursuant to EMMC Chapter 1.18 and this Resolution shall be deemed delinquent if not paid in accordance with the terms and provisions of Chapter 1.18. Any person who fails to pay the City of El Monte the amount of any fine imposed pursuant to Chapter 1.18 and this Resolution on or before the date that the fine amount is due shall be liable for the payment of an additional delinquency penalty. The delinquency penalty shall be twenty-five percent (25%) of the amount of the fine due to the City, or twenty-five percent (25%) of the amount of the fine

remaining unpaid to the City if a portion of the fine amount was timely paid. Interest shall accrue on all delinquent fine amounts, exclusive of delinquency penalties, at the rate of one-half percent of one percent (1/2%) per month, pro rata, of the total delinquent fine amount, from the date the fine amount becomes delinquent until the date that all delinquent fine amounts are paid to the City.

SECTION 4. The remedies provided within this resolution are not to be construed as exclusive remedies and are in addition to any other remedies available to the City under EMMC Section 5.18.380 or as otherwise provided under the EMMC or applicable laws.

SECTION 5. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at the regular meeting of this ___th day of _____ 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 ___th day of _____ 2020 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF MARCH 17, 2020

March 12, 2020

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

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH DR WELCH ATTORNEYS AT LAW TO REPRESENT THE CITY OF EL MONTE FOR CIVIL LITIGATION AGAINST ILLEGAL CANNABIS ACTIVITIES TO RECOVER COST AND PENALTIES (ILLEGAL CANNABIS ENFORCEMENT PROGRAM) AND TO DEFEND THE CITY OF EL MONTE AGAINST LITIGATION RELATED TO CANNABIS APPLICANTS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve the Professional Services Agreement (Attachment 1) with DR Welch Attorneys at Law to represent the City of El Monte in civil litigation against illegal cannabis activities to recover cost and penalties and to defend the City of El Monte against litigation related to cannabis applicants;
2. Authorize $200,000 from the General Fund for the Illegal Cannabis Enforcement Program; and
3. Authorize the City Manager to make all conforming modifications and edits and execute all implementing documents.

BACKGROUND

Proposition 64

On November 8, 2016, the Control, Regulate, and Tax Adult Use of Marijuana Act ("AUMA") was approved by California voters as Proposition 64 and became effective on November 9, 2016. Proposition 64 legalized the nonmedical use of cannabis by persons 21 years of age and over, and the personal cultivation of up to six (6) cannabis

plants. AUMA also created a state regulatory and licensing system governing the commercial cultivation, testing, and distribution of nonmedical cannabis, and the manufacturing of nonmedical cannabis products.

Ordinance No. 2960

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

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

The City is currently accepting Commercial Cannabis Business License Applications for cannabis cultivation, manufacturing, distribution, retail, and laboratory testing. The Applications are due on April 1, 2020. The Application review process includes City staff review for completeness, a merit-based evaluation to be conducted by a third-party consultant, and background checks. The applicants that have passing scores in accordance with Chapter 5.18 would be able to apply for City and State permits.

DISCUSSION

Illegal Cannabis Activities

From 2015 to October 2016 (prior to the passing of Proposition 64), there has been 17 properties involved in illegal cannabis activities. These illegal activities have accounted for 8,638 plants.

Since the passing of Proposition 64, there have been a total of 51 cases of illegal cannabis activities in the City. The illegal activities include illegal dispensaries and cultivation sites in commercial and residential properties ("grow houses"). These illegal activities have accounted for 30,692 plants. In the past two (2) years alone, there have been 24 cases of illegal activities that have cost the City over $90,000 in Police Department staff time. The City has not recuperated any of these costs from the illegal operations or from the property owners/landlords where the activities take place.

Issues related to illegal cultivation on commercial properties pose a threat to public health and safety, including fire hazards, substandard building construction, offensive odors, an increase in crime, and health hazards caused by the presence of molds and pesticide residues in the immediate environment.

Furthermore, the unregulated cultivation of a large number of cannabis plants on any property substantially increases the chance that violent criminal activity will occur upon the property. Crimes such as home invasion robbery, burglary, assault, and homicide happen substantially more frequently on and around properties where cannabis is being illegally grown.

Illegal Cannabis Enforcement Program

In an effort to combat the illegal cannabis "black market", staff is proposing an illegal cannabis program (the "Program") to combat and discourage illegal cannabis activities and to provide develop a tool for the City to recover the costs of Police Department and Code Enforcement staff.

The Program proposes to utilize the firm DR Welch Attorneys at Law ("DR Welch") to bring civil litigation against these illegal cannabis dispensaries, illegal cannabis cultivation sites, and any other illegal cannabis businesses, their owners and managers, and the landlords who harbor them as well as recover cost and penalties for the benefit of the City.

David R. Welch of DR Welch is an expert in cannabis law. Mr. Welch has over a decade of litigation and regulatory experience involving medical marijuana businesses. He has brought litigation on behalf of his clients to close illegal dispensaries that violated local municipal laws. He has also successfully litigated cannabis legal matters in the California Supreme Court (see, e.g., City of Lake Forest v. Evergreen Coll.).

DR Welch's scope of work and fee structure (Attachment 2) is outlined below.

Step 1 – Conduct Investigation. DR Welch will coordinate with the El Monte Police Department narcotics department, the El Monte Code Enforcement Division, United States Attorney's office, Drug Enforcement Agency, and their private investigators, who are retired law enforcement, to identify the owners, operators, and landlords of the illegal dispensaries, illegal cannabis cultivation sites and any other illegal cannabis businesses in El Monte.

Step 2 – Obtain Injunctions. DR Welch will file lawsuits for violation of El Monte and relevant state law to obtain injunctions preventing the illegal cannabis dispensaries, illegal cannabis cultivation sites and any other illegal cannabis businesses from operating immediately and the landlords from renting to those businesses.

Step 3 – Enforce Penalties. DR Welch will also file lawsuits against the illegal cannabis businesses, their owners, managers, and landlords under City ordinances and state statutes.

Step 4—Forfeit Illegally Used Property. DR Welch will work with the El Monte Police Department to obtain forfeiture of illegally used property and ill-gotten gains by the illegal cannabis dispensaries, cultivation sites and any other illegal cannabis businesses.

Additionally, as part of DR Welch's scope of work, the firm will defend the City against litigation that may arise related to the City's Commercial Cannabis Business License Application process. DR Welch will work with the City Attorney, City Administration and El Monte Police Department to advise on cannabis legislation as well as assist in litigation related to cannabis legislation.

DR Welch will not be on retainer and instead will utilize incentive payment whereby DR Welch would collect only upon recovery of penalties, fines, and fees from the illegal dispensaries, illegal cannabis cultivation sites, and any other illegal cannabis businesses and their landlords. The proposed contingency fee would be 35% of the gross recovery of any trial court judgment and/or settlement from the illegal dispensaries, illegal cannabis cultivation sites an any other illegal cannabis business and their landlords. The City will retain 65% of the gross recovery amount. This amount is in line with other negotiated City vendors (i.e. Interwest Consulting Group's contract Building Division services). DR Welch would retain the rights to any court approved attorney fee award which would be submitted at the rates outlined in the Scope of Work (Attachment 2). Any cost award would be provided to the City.

FISCAL IMPACT

DR Welch's standard hourly rate is $350 for attorneys, however, DR Welch proposes to provide their services to the City based only on a success fee tied to the amounts that the firm is able to secure for the City's benefit through litigation. The Agreement would be for a not-to-exceed amount of $200,000. Staff requests that the City Council authorize $200,000 from the General Fund for the Illegal Cannabis Enforcement Program. The Program will be reimbursed through the Special Tax Measure PC that was approved by the El Monte voters on March 3, 2020, a portion of which is to be used to augment special investigations related to violent and narcotic related criminal activity.

CONCLUSION

It is recommended that the City Council approve the Professional Services Agreement with DR Welch Attorneys at Law to represent the City of El Monte in bringing civil litigation against illegal cannabis activities as to recover cost and penalties, and to defend the City of El Monte against litigation related to cannabis applicants; authorize $200,000 from the General Fund for the Illegal Cannabis Enforcement Program; and 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. DR Welch Scope of Work

DATE: MARCH 17, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

ATTACHMENT 1
PROFESSIONAL SERVICES AGREEMENT

2020
PROFESSIONAL SERVICES AGREEMENT
(Engagement: Illegal Cannabis Program)
(Parties: DRWelch Attorneys at Law and City of El Monte)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2020 (hereinafter, the "Effective Date") by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and DRWELCH ATTORNEYS AT LAW, (hereinafter, "FIRM"). For the purposes of this Agreement, CITY and FIRM may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or FIRM interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires legal services to represent CITY in bringing civil litigation against illegal cannabis dispensaries, illegal cannabis cultivation sites, and any other illegal cannabis businesses, their owners and managers, and landlords who harbor them, as well as-needed advise on cannabis legislation and assistance in cannabis legislation related litigation; and

WHEREAS, this Agreement is being issued under the sole source exemption to CITY's public bidding requirements to allow CITY management to utilize FIRM's unique experience; and

WHEREAS, FIRM represents that it is fully qualified to perform such civil litigation services by virtue of its experience and the training and expertise of its principals and staff; and

WHEREAS, FIRM further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the execution of this Agreement was approved by the El Monte City Council at its Regular Meeting of _____, 2020 under Agenda Item No. _____.

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

I.
ENGAGEMENT TERMS

1.1 TERM: This Agreement shall have a term of three (3) years commencing from the Effective Date. City shall have the option to extend the Agreement beyond the initial Term for a maximum of two (2) consecutive one-year extension Terms (each such extension term hereinafter referred to as an "Extension Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below.

1.2 SCOPE OF SERVICES:

A. Subject to the terms and conditions of this Agreement, FIRM agrees to provide the services and tasks described in that certain proposal of FIRM entitled "Proposal for Illegal Cannabis Program" dated March 12, 2020, (hereinafter, the "Scope of Services") which is attached and incorporated hereto as **Exhibit "A"**.

B. FIRM further agrees to furnish to CITY all labor, materials, supplies, 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.

C. 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."

D. Work performed by FIRM under this Agreement shall be limited to the tasks assigned to FIRM pursuant to CITY's discretion.

1.3 COMPENSATION:

A. FIRM shall perform the Work in accordance with the compensation schedule attached to this Agreement and identified as **Exhibit "A".**

B. The foregoing notwithstanding, FIRM's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the total budgeted sum of **TWO HUNDRED THOUSAND DOLLARS ($200,000)** (hereinafter, the "Total Not-to-Exceed Sum") during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event FIRM's charges are projected to exceed the Total Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend FIRM's performance pending CITY approval of any anticipated expenditures in excess of the Total Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: The Total Not-to-Exceed Sum will be paid to FIRM in monthly increments as the Work is completed. Following the conclusion of each calendar month, FIRM 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 FIRM's monthly compensation is a function of hours worked by FIRM'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 FIRM 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 FIRM.

1.5 ACCOUNTING RECORDS: FIRM 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 FIRM: In the event FIRM 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, FIRM will deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by FIRM in the performance of this Agreement. Furthermore, FIRM 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 FIRM's cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVE: The CITY hereby designates Betty Donavanik, Director of Community & Economic Development, (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The CITY Representative or her designee will act on behalf of the CITY for all purposes under this Agreement. FIRM will not accept directions or orders from any person other than the CITY Representative or her designee.

2.2 FIRM REPRESENTATIVE: FIRM hereby designates David R. Welch, Managing Partner, to act as its representative for the performance of this Agreement

(hereinafter, "Firm Representative"). Firm Representative will have full authority to represent and act on behalf of the FIRM for all purposes under this Agreement. Firm 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 Firm Representative will constitute notice to FIRM.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: FIRM 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 FIRM will be subject to inspection and approval by CITY Representative or his or her designees.

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

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

B. FIRM shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative.

C. FIRM will perform all Work in a manner reasonably satisfactory to the CITY;

D. FIRM 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.) FIRM shall be liable for all violations of such laws and regulations in connection with Services. If FIRM performs any work knowing it to be contrary to such laws, rules and regulations, FIRM shall be solely responsible for all costs arising therefrom;

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

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

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

2.5 ASSIGNMENT: The skills, training, knowledge and experience of FIRM 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 FIRM or on behalf of FIRM in the performance of this Agreement. In recognition of this interest, FIRM 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 FIRM'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 FIRM or under FIRM's strict supervision. FIRM will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains FIRM on an independent contractor basis and not as an employee. FIRM 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 FIRM'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 FIRM are not employees of CITY and will at all times be under FIRM's exclusive direction and control. FIRM 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. FIRM 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 FIRM'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 FIRM, a threat to persons or property, or if any of FIRM'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 FIRM and will not be reassigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: FIRM 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. FIRM'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: FIRM represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. FIRM shall also comply with all relevant provisions of CITY'S Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

2.10 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that FIRM and all persons retained or employed by FIRM are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. FIRM will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. FIRM and all persons retained or employed by FIRM 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 FIRM 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, FIRM will procure and maintain policies of insurance that meet the requirements and specifications set forth under this

Article. FIRM will procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: FIRM 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: FIRM 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 FIRM 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 FIRM 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, FIRM will procure and maintain Errors and Omissions Liability Insurance appropriate to FIRM'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 FIRM'S INSURANCE: All policies of insurance provided by FIRM 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 FIRM's insurance and will not contribute with it.

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

3.6 VERIFICATION OF COVERAGE: FIRM 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, FIRM 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 FIRM's commencement of any Work or any of the Work. Upon CITY's written request, FIRM 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 the Scope of Services, the provisions of this Article 3 shall govern and control.

3.8 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by FIRM or CITY will withhold amounts sufficient to pay premium from FIRM payments. In the alternative, CITY may cancel this Agreement effective upon notice.

3.9 SPECIAL RISKS OR CIRCUMSTANCES. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV.

INDEMNIFICATION/IMMUNITY

4.1 The provisions of Government Code Section 820.2 shall apply to any claim submitted by a third party to the CITY pursuant to Government Code Section 910 arising from the services provided to the CITY by the FIRM.

4.2 CITY hereby agrees to provide for the defense of a claim against the FIRM under Section 4.1 upon the written request of the FIRM as provided in Government Code Section 995 et seq.

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, FIRM will be compensated only for those services and tasks which have been performed by FIRM up to the effective date of the termination. FIRM 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 FIRM to provide all finished or unfinished Documents and Data, as defined in section 6.1 below, and other information of any kind prepared by FIRM in connection with the performance of the Work. FIRM 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. FIRM 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 FIRM to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which FIRM 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, FIRM may submit a written request for additional time to cure the Event of Default upon a showing that FIRM 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, FIRM may submit a written request for additional time to cure the Event of Default upon a showing that FIRM 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 FIRM 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 FIRM will include, but will not be limited to the following: (i) FIRM's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) FIRM'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) FIRM'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 FIRM, whether voluntary of involuntary; (v) FIRM'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 FIRM relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY will cure any Event of Default asserted by FIRM within forty-five (45) calendar days of FIRM'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 FIRM as provided under Section 1.3, above, will be cured by CITY within five (5) calendar days from the date of FIRM's Default Notice to CITY.

D. CITY, in its sole and absolute discretion, may also immediately suspend FIRM's performance under this Agreement pending FIRM's cure of any Event of Default by giving FIRM written notice of CITY's intent to suspend FIRM'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, FIRM will be compensated only for those services and tasks which have been rendered by FIRM 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 FIRM, the CITY may immediately terminate this Agreement in whole or in part;

ii. Upon written notice to FIRM, 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 FIRM's breach of the Agreement or to terminate the Agreement; or

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

FIRM 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, FIRM's sole remedy will be the suspension or termination of this Agreement and/or the recovery of

any unpaid sums lawfully owed to FIRM 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 FIRM 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. FIRM will require all subcontractors and subconsultants working on behalf of FIRM 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 FIRM in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by FIRM or provided for performance of this Agreement are deemed confidential and will not be disclosed by FIRM 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. FIRM 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: FIRM warrants and represents that neither FIRM nor any

person who is an officer of, in a managing position with, or has an ownership interest in FIRM 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:

FIRM:
DRWelch Attorneys at Law
500 South Grand Ave. Suite 1800
Los Angeles, CA 90071
Attn: David R. Welch
Phone: (213)596-9008

CITY:
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731
Attn: Betty Donavanik, Director of Community & Economic Development
Phone: (626) 580-2056

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: FIRM 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 FIRMS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by FIRM.

6.8 PROHIBITED INTERESTS: FIRM warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for FIRM, to solicit or secure this Agreement. Further, FIRM 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 FIRM, 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 FIRM 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 FIRM and the remaining two original counterparts will be retained by CITY.

(SIGNATURES ON NEXT PAGE)

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

CITY OF EL MONTE:

By:_____
Alma K. Martinez, City Manager

Date:_____

DRWELCH ATTORNEYS AT LAW

By:_____

Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

By:_____
Richard Padilla, Assistant City Attorney

Date:_____

EXHIBIT "A"
SCOPE OF SERVICES

ATTACHMENT 2
DR WELCH SCOPE OF WORK

DRWELCH
CONNECT DEVELOP THRIVE

David R. Welch
Direct Dial: 213-596-9008

March 12, 2020

VIA E-MAIL:

Alma K. Martinez
City Manager
City of El Monte
City Hall East
11333 Valley Boulevard
El Monte, CA 91731
amartinez@elmonteca.gov

Re: Proposal for Illegal Cannabis Program

Dear Ms. Martinez,

In the City of El Monte (the "City"), no person may engage in any commercial cannabis business unless the person has a valid commercial medicinal cannabis business permit issued by the City Manager upon City Council approval of a conditional use permit, development agreement, and any other applicable approvals, including, but not limited to, a building permit and business licenses; and is currently in compliance with all applicable state and local laws and regulations pertaining to the commercial cannabis activities, including the duty to obtain any required state licenses.[1] Notwithstanding this express prohibition, and the stiff penalties under municipal and state law, several illegal cannabis dispensaries and illegal cannabis cultivation sites operate in the City. These illegal cannabis activities often distribute untested and untaxed cannabis close to schools, and have become a public health, safety, and welfare hazard to El Monte residents and local businesses.

We understand that the City seeks to crack down on the illegal cannabis dispensaries, illegal cannabis cultivation sites, and any other illegal cannabis businesses, and the landlords that harbor them, that violate El Monte city law. To avoid the unnecessary expense and resources to the City's general fund, the City has asked us to submit this proposal to represent the City in bringing civil litigation against these illegal cannabis dispensaries, illegal cannabis cultivation sites, and any other illegal cannabis businesses, their owners and managers, and the landlords who harbor them as well as recover cost and penalties for the benefit of the City.

[1] City Code § 5.18

I. GENERAL DESCRIPTION OF OUR FIRM

We focus our practice on high-stakes litigation, business and regulatory litigation matters throughout California. Our firm represents companies, advised government agencies and high-level executives in their most significant cases. We are headquartered in Los Angeles.

We never employ a costly pyramid structure—we are un-leveraged with efficient staffing of cases. The goal for every case is to provide our client with the best possible result at the lowest possible cost.

Our clients additionally benefit from high-quality attorneys. We selectively hire the best and brightest who have demonstrated a desire to pursue excellence by, for example, attending a top law school and working as a judicial clerk and/or federal prosecutor.

II. QUALIFICATIONS OF THE TEAM

We propose to staff your matters primarily with David R. Welch and Aluyah I. Imoisili.

Mr. Welch is the principal of our firm. He is one of the foremost experts of cannabis law. He has over a decade of litigation and regulatory experience involving medical marijuana businesses. He has brought litigation on behalf of his clients to close illegal dispensaries that violated local municipal laws. He has also successfully litigated cannabis legal matters in the California Supreme Court (*see, e.g., City of Lake Forest v. Evergreen Coll.*). He has been ranked as a *Super Lawyer* every single year since 2013.

Mr. Imoisili is the head of our firm's Litigation Department. He has more than thirteen years of complex litigation experience involving commercial disputes in federal and state courts nationwide, including involving unlawful competition and fraud. Recently, as lead counsel, he secured a multi-million dollar jury verdict, including punitive damages, in a public corruption, whistleblower retaliation lawsuit on behalf of the former school superintendent against Montebello Unified School District (*see Contreras-Smith v. Montebello Unified School District et al.*). He has also handled numerous government investigations on behalf of large financial institutions and executives. He has consistently been ranked as a "Rising Star" in *Super Lawyer* every single year since 2013.

III. SCOPE OF WORK

We propose a multi-pronged approach that involves the following steps.

Step 1—Conduct Investigation. We will coordinate with the El Monte Police Department narcotics department, the El Monte Code Enforcement Division, United States Attorney's office, Drug Enforcement Agency, and our private investigators, who are retired law enforcement, to

determine who the owners, operators, and landlords of the illegal dispensaries, illegal cannabis cultivation sites and any other illegal cannabis businesses in El Monte.

Step 2—Obtain Injunctions. We will file lawsuits for violation of El Monte and relevant state law to obtain injunctions preventing the illegal cannabis dispensaries, illegal cannabis cultivation sites and any other illegal cannabis businesses from operating immediately and the landlords from renting to those businesses.

Step 3—Enforce Penalties. We will also file lawsuits against the illegal cannabis businesses, their owners, managers, and landlords under City ordinances[2] and state statutes[3].

Step 4—Forfeit Illegally Used Property. We will work with local authorities to obtain forfeiture of illegally used property and ill-gotten gains by the illegal cannabis dispensaries, cultivation sites and any other illegal cannabis businesses.

Step 5—Consult with the City on Future Cannabis Legislation and Litigation. On an as needed basis we will work with the City Attorney, City Administration and El Monte Police Department to advise on cannabis legislation as well as assist in litigation related to cannabis legislation.

IV. FEE PROPOSAL

We propose to bear a portion of the risk of unfavorable outcomes with the City. Thus, we propose an incentive payment whereby we collect only upon recovery of penalties, fines, and fees from the illegal dispensaries, illegal cannabis cultivation sites, and any other illegal cannabis businesses and their landlords. Our proposed contingency fee would be 35% of the gross recovery of any trial court judgment and/or settlement from the illegal dispensaries, illegal cannabis cultivation sites an any other illegal cannabis business and their landlords. This amount is inline with other negotiated city vendors. We would retain the rights to any court approved attorney fee award which would be submitted at the rates in **Exhibit A**. Any cost award would be provided to the city.

We typically bill our clients for fees for the services rendered based upon the time spent by our personnel. Although our standard hourly rates range from $275 to $550 for attorneys, we

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[2] *See, e.g.,* City Code § 5.18.370 (providing for penalties of up to $1,000-per-day).

[3] *See, e.g.,* Cal. Bus. & Proc. Code § 17200 (providing for penalties of up to $2,500 per act per day), Cal. Civil Code § 3479 (for public nuisance abatement), and Cal. Health & Saf. Code § 1362.768 (for school setbacks).

propose to provide our services to the City based only on a success fee tied to the amounts that we are able to secure for the City's benefit through litigation. For any matter within the scope of our 5th Step, we would charge the City at our prevailing rates as illustrated in Exhibit A not to exceed $200,000 without additional approval.

V. CONFLICTS STATEMENT

We engage in a two-step process to identify potential conflicts of interest. First, when there is a new matter, a conflict check is sent by email to all attorneys and staff. Second, a list of potential client(s), adverse parties, and affiliated parties is checked against the firm database of clients. The client database is regularly updated to include new matters and matters attorneys worked on in their prior employment.

We have conducted a check for potential conflicts of interests. We know of no current or potential conflicts of interest that would prevent us from providing legal services to the City in connection with bringing civil litigation against the illegal cannabis dispensaries, illegal cannabis cultivation sites, and any other illegal cannabis businesses.

Very truly yours,

DRWelch Attorneys at Law

David R. Welch
Managing Partner

Enclosure

EXHIBIT A: SERVICE RATES

Hourly rates for legal personnel are as follows:

David R. Welch, Managing Partner	$350/hr.
Aluyah Imoisili, Partner, Litigation	$350/hr.
Associates	$275/hr.
Paralegals, Investigators & Specialists	$150/hr.

The hourly rates presented on this Exhibit A are subject to change on 30 days' written notice to the Client. If the Client declines to pay any increase in rates, the Firm shall have the right to withdraw as the attorney and shall have no further obligation to perform work for the Client. The time invoiced to the Client will include the time the Firm's attorneys spend on phone calls relating to Client's matter, including calls with Client, opposing counsel, or personnel. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, where the work performed is reasonably necessary or appropriate. Likewise, if more than one legal personnel or staff attend a meeting, court hearing, or proceeding, each will charge for the time incurred. Attorneys will charge for travel time where applicable. Time is charged in minimum units of one-tenth (0.1) of an hour.

COST AND OTHER CHARGES

The Firm will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all such costs, disbursements and expenses in addition to the Firm's hourly fees. The costs and expenses may include, but are not limited to, service of process charges, court filing fees, notary fees, phone charges, deposition costs and fees, witness fees, investigator fees and expenses, messenger and express mail costs, postage, photocopying and reproduction costs, travel costs (including parking, fuel, transportation, meals, airfare, and hotel costs), software and equipment costs if necessary or appropriate, professional services fees and expenses, consultant fees, expert fees, jury fees, professional, mediator, arbitrator and/or special master fees, and other similar items. This Firm shall apply a 10% convenience fee for all costs and/or invoices which the Firm pays on behalf of Client.

CITY OF EL MONTE

ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF MARCH 17, 2020

March 12, 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 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE APPROVING OF A COMPLIANCE MONITORING AND INDEMNITY AGREEMENT WITH THE CESAR CHAVEZ FOUNDATION AND LOS ANGELES COUNTY DEVELOPMENT AUTHORITY PROVIDING FOR COMBINED PROJECT LABOR COMPLIANCE MONITORING AND RELATED ASSOCIATED INDEMNIFICATION

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and adopt the proposed fine as set forth in the proposed Resolution (Attachment 1); and
2. Authorize the City Manager to execute the Compliance Monitoring and Indemnity Agreement (Exhibit "A" to Attachment 1)

BACKGROUND AND PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On February 4, 2020, the City Council of the City of El Monte (the "City Council" of the "City") adopted Resolution No. 10085 to approve two Amended and Restated 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").

The Project is a development composed of the Veteran Project (which will be a 28-unit project financed with 4% tax credits and tax-exempt bonds) and the Family Housing project (the "Family Project") which will be a 25-unit project financed with 9% tax credits for persons earning at or below 30% to 60% AMI.

The Veteran Project will be constructed, owned and managed by El Monte Metro Veteran Housing, LP, a California limited partnership ("Veteran LP"), and the Family Project will be constructed, owned and managed by El Monte Metro Family Housing, LP, a California limited partnership ("Family LP").

The Los Angeles County Development Authority ("LACDA") and the City are each investing federal and local resources into the Veteran Project. To avoid duplicative submission requirements for participating contractors and to streamline reporting to the U.S. Department of Housing and Urban Development (HUD), it is reasonable and necessary to designate one lead agency to monitor the entire Project's compliance with any applicable labor and wage compliance requirements, including the Federal Labor Standards Provisions of the Davis-Bacon and Related Acts, the State Labor Code, Equal Employment Opportunity, Minority and Women Business Enterprise and Section 3 of the Housing and Community Development Act of 1968 (collectively, the "Compliance Requirements") and to maintain appropriate records as required by HUD's Office of Labor Relations.

LACDA is providing financing for the Veteran Project and not for the Family Project, but has agreed to monitor the Compliance Requirements for the entire Project ("Monitoring") in accordance with the relevant and appropriate protocols at the request of the City, Veteran LP, and Family LP, provided that CCF and the City indemnify, defend and hold LACDA harmless from and against any claims arising out of LACDA's obligations in connection with providing Monitoring as to the Family Project.

DISCUSSION

The proposed Resolution (Attachment 1) approves the proposed Compliance Monitoring and Indemnity Agreement (Exhibit "A" to ATTACHMENT 1) between CCF, the City, and LACDA, to memorialize LACDA's Monitoring commitment and obligations related to the Project and the indemnification of LACDA by Veteran LP, Family, LP, and the City, as referenced in the preceding paragraph.

LACDA's compliance monitoring for both the Veteran Project and Family Project would alleviate the burden on the City to monitor the Family Project and ensure streamlined consistency with monitoring protocols.

FISCAL IMPACT/FINANCING

Adoption of the proposed Resolution would have no significant fiscal impact on the City's General Fund.

CONCLUSION

It is recommended that the City Council consider and adopt the proposed Resolution (Attachment 1).

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONAVANIK
Community and Economic Development Director

Attachment:

1. Resolution
2. Exhibit "A" to Attachment 1

DATE: March 17, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE APPROVING A COMPLIANCE MONITORING AND INDEMNITY AGREEMENT WITH THE CESAR CHAVEZ FOUNDATION AND LOS ANGELES COUNTY DEVELOPMENT AUTHORITY PROVIDING FOR COMBINED PROJECT LABOR COMPLIANCE MONITORING AND RELATED ASSOCIATED INDEMNIFICATION

WHEREAS, on February 4, 2020, the City Council of the City of El Monte (the "City Council" of the "City") adopted Resolution No. 10085 to approve two Amended and Restated 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"); and

WHEREAS, the Project is a development composed of the Veteran Project (which will be a 28-unit project financed with 4% tax credits and tax-exempt bonds) and the Family Housing project (the "Family Project"); and

WHEREAS, the Veteran Project will be constructed, owned and managed by El Monte Metro Veteran Housing, LP, a California limited partnership ("Veteran LP"), and the Family Project will be constructed, owned and managed by El Monte Metro Family Housing, LP, a California limited partnership ("Family LP"); and

WHEREAS, the Los Angeles County Development Authority ("LACDA") and the City are each investing federal and local resources into the Veteran Project. To avoid duplicative submission requirements for participating contractors and to streamline reporting to the U.S. Department of Housing and Urban Development (HUD), it is reasonable and necessary to designate one lead agency to monitor the entire Project's compliance with any applicable labor and wage compliance requirements, including the Federal Labor Standards Provisions of the Davis-Bacon and Related Acts, the State Labor Code, Equal Employment Opportunity, Minority and Women Business Enterprise and Section 3 of the Housing and Community Development Act of 1968 (collectively, the "Compliance Requirements") and to maintain appropriate records as required by HUD's Office of Labor Relations; and

WHEREAS, LACDA is providing financing for the Veteran Project and not for the Family Project, but has agreed to monitor the Compliance Requirements for the entire Project ("Monitoring") in accordance with the relevant and appropriate protocols at the request of the City, Veteran LP, and Family LP, provided that CCF and the City indemnify, defend and hold LACDA harmless from and against any claims arising out of LACDA's obligations in connection with providing Monitoring as to the Family Project; and

WHEREAS, this Resolution would approve the Compliance Monitoring and Indemnity Agreement by and among CCF, the City, and LACDA, to memorialize LACDA's Monitoring commitment and obligations related to the Project and the indemnification of LACDA by Veteran LP, Family, LP, and the City, as referenced in the preceding recital. LACDA's compliance monitoring for both the Veteran Project and Family Project would alleviate the burden on the City to monitor the Family Project and ensure streamlined consistency with monitoring protocols.

BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

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

SECTION 2. The City Council hereby:

A. Approves the Compliance Monitoring and Indemnity Agreement by and among CCF, the City, and LACDA, attached hereto as **Exhibit "A,"** as may be subsequently amended by such parties so long as any such amendments are approved by the City Manager in consultation with the City Attorney.

B. Authorizes the City Manager to execute the final form of such Compliance Monitoring and Indemnity Agreement as approved by the City Attorney.

SECTION 3. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at the regular meeting of this 17th day of March, 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 17th day of March, 2020 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

EXHIBIT "A"

COMPLIANCE MONITORING AND INDEMNITY AGREEMENT

COMPLIANCE MONITORING AND INDEMNITY AGREEMENT

This Compliance Monitoring and Indemnity Agreement ("Agreement") is dated as of March __, 2020, by and among Cesar Chavez Foundation, a California nonprofit public benefit corporation ("CCF"), the City of El Monte, a municipal corporation (the "City" and together with CCF, "Indemnitor"), the Los Angeles County Development Authority, a public body, corporate and politic ("LACDA"), and each of their respective successors and assigns.

RECITALS

A. CCF is a developer of the El Monte Metro Veteran Housing project (the "Veteran Project"), to be located in the City of El Monte, County of Los Angeles, California. The Veteran Project is part of a larger project, "El Monte Metro," which is a hybrid project composed of the Veteran Project (which will be a 28-unit project financed with 4% tax credits and tax-exempt bonds) and the El Monte Metro Family Housing project (the "Family Project") which will be a 25-unit project financed with 9% tax credits for persons earning at or below 30% to 60% AMI.

B. The Veteran Project will be constructed, owned and managed by El Monte Metro Veteran Housing, LP, a California limited partnership ("Veteran LP"), and the Family Project will be constructed, owned and managed by El Monte Metro Family Housing, LP, a California limited partnership ("Family LP").

C. The LACDA and the City are each investing federal and local resources into the Veteran Project.

D. To avoid duplicative submission requirements for participating contractors and to streamline reporting to the U.S. Department of Housing and Urban Development (HUD), it is reasonable and necessary to designate one lead agency to monitor the entire El Monte Metro project's compliance with any applicable labor and wage compliance requirements, including the Federal Labor Standards Provisions of the Davis-Bacon and Related Acts, the State Labor Code, Equal Employment Opportunity, Minority and Women Business Enterprise and Section 3 of the Housing and Community Development Act of 1968 (collectively, the "Compliance Requirements") and to maintain appropriate records as required by HUD's Office of Labor Relations.

E. LACDA is providing financing for the Veteran Project and not for the Family Project, but has agreed to monitor the Compliance Requirements for the entire El Monte Metro project ("Monitoring") in accordance with the attached protocols (Schedule 1) at the request of the City, Veteran LP and Family LP, provided that CCF and the City indemnify, defend and hold LACDA harmless from and against any claims arising out of LACDA's obligations in connection with providing Monitoring as to the Family Project.

F. The purpose of this Agreement is to memorialize LACDA's Monitoring commitment and obligations related to El Monte Metro and the indemnification of LACDA as referenced in the preceding recital paragraph.

AGREEMENT

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **Recitals.** The parties hereby confirm the foregoing Recitals which are incorporated herein by this reference.

2. **Compliance.**

A. LACDA hereby agrees to provide Monitoring for El Monte Metro, inclusive of both the Veteran Project and Family Project, in accordance with the protocols set forth in Schedule 1, attached hereto.

B. LACDA shall provide 60 days' written notice to Indemnitor before any suspension of its Monitoring for El Monte Metro as required in Section 2.A, above, in order to allow the City sufficient time to provide for alternative monitoring of El Monte Metro.

3. **Indemnification**. Indemnitor hereby agrees that it shall indemnify, defend and hold harmless LACDA the County and each of their elected and appointed officers, officials, representatives, employees, and agents (collectively, the "Indemnitees") [1]from and against any and all liability, claims, actions, rights, obligations, causes of action, losses, damages and costs, including reasonable attorneys' fees and costs (collectively, "Claims") arising out of or connected with LACDA's Monitoring of the Family Project. LACDA shall have the right to reasonably approve all legal counsel retained by Indemnitor in connection with its defense of LACDA with respect to any Claims. Notwithstanding the foregoing, Indemnitor shall have no obligations hereunder to the extent any Claims arise from the failure of LACDA to perform its obligations under this Agreement or the gross negligence or willful misconduct of an Indemnitee.

4. **Joint and Several**. If more than one Indemnitor signs this Indemnity, the obligations of each under this Indemnity are joint and several, and independent of the Obligations and of the liabilities and commitments of any other person or entity. A separate action or actions may be brought and prosecuted against any one or more Indemnitors, whether action is brought against Borrower, any guarantor or other indemnitors of the Obligations, and whether Borrower or others are joined in any such action.

5. **Counterparts; Governing Law.** This Agreement may be executed in one or more counterparts, all of which shall be construed together and shall constitute one agreement. This Agreement shall be governed by California law.

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[1] LACDA: please clarify why "Special Districts" was added. These are not in the LACDA Loan Agreement indemnification provisions for the Veteran transaction and we would need to understand why Special Districts would need indemnification in this particular instance. Additionally, indemnity hereunder is limited to the Family Project. We've made LACDA's requested edits to incorporate the terms of the full project monitoring MOU into this document, so while we've broadened the indemnity in Section 3 as requested on March 6 to cover all Monitoring we've had to adjust the language slightly to clarify Section 3's application to the Family Project.

6. **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, postage and delivery charges pre-paid and addressed or faxed as follows:

If to the LACDA:
Los Angeles County Development Authority
700 West Main Street
Alhambra, CA 91801
Attn: Executive Director
Fax No. (626) 943-3816

With a copy to:
Los Angeles County Development Authority
700 West Main Street
Alhambra, CA 91801
Attn: Director of Housing Investment and Finance
Fax No. (626) 943-3816

If to Indemnitor:

To CCF:
Cesar Chavez Foundation
P.O. Box 310
29700 Woodford-Tehachapi Road
Keene, California 93531
Attention: Paul S. Park
Facsimile: (213) 362-0265

And to City:
City of El Monte
City Hall – East
11333 Valley Boulevard
El Monte, California 91731
Attn: City Manager
Phone: (626) 580-2001

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

Notices shall be effective upon receipt, if given by personal delivery; upon receipt, if faxed, provided there is written confirmation of receipt (except that if received after 5 p.m., notice shall be deemed received on the next business day); the earlier of (i) three (3) business

days after deposit with 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. Notwithstanding the above, if a notice party refuses to accept notices given by courier or certified mail after two (2) attempts have been made to deliver notice by such means, then such notice shall be deemed received as of the date the first attempt at service of such notice was made.

7. **Amendments, Changes and Modifications**. This Agreement may not be amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CCF:

CESAR CHAVEZ FOUNDATION,
a California nonprofit public benefit corporation,

By: _____
Name: Paul S. Park
Title: Secretary

[signatures continue on following page]

CITY:

CITY OF EL MONTE, a municipal corporation

Date: _____, 2020 By: _____
Alma K. Martinez
City Manager

APPROVED AS TO FORM:

Date: _____, 2020 By: _____
City Attorney

[signatures continue on following page]

LACDA:

LOS ANGELES COUNTY DEVELOPMENT AUTHORITY, a public body, corporate and politic

By: _____
Acting Executive Director or Designee

APPROVED AS TO FORM:

Mary C. Wickham, County Counsel

By: _____
Senior Deputy

SCHEDULE 1

COMPLIANCE MONITORING AND REPORTING PROTOCOLS:

- Contractors shall upload required labor compliance forms and enter Certified Payroll information into the LACDA web-based labor compliance management software system, eComply Solutions (eComply);
- Contractors' employees shall sign in and out at the jobsite daily and the daily sign-in sheets shall be uploaded to eComply on a weekly basis;
- The LACDA shall approve the participation of contractors, subcontractors and sub-tier contractors via the LACDA's Request for Acceptance of Subcontractor form including SAM debarment verification and notify project representatives of approval or denial with a copy to City;
- The LACDA's Construction Management Unit shall review the required documents for compliance with the labor compliance requirements and work with the participating contractors to ensure compliance when discrepancies arise;
- The LACDA shall submit the MBE Summary Report(s) for the project to HUD's Office of Community Planning and Development with a copy to the City;
- The LACDA shall submit the Contract / Subcontract Activity Report(s) for the project to HUD with a copy to the City;
- The LACDA shall submit the Semi-Annual Labor Standards Enforcement Report and Section 5.7 Enforcement Reports to HUD's Office of Labor Relations with a copy to the City;
- The LACDA shall submit the Section 3 Summary Report(s) for the project to HUD's Office of Fair Housing and Equal Opportunity with a copy to the City;
- The LACDA's Labor Compliance Officer shall sign off on all project draw requests to periodically document compliance with the labor compliance requirements;
- The City shall meet with the LACDA's Labor Compliance Officer to review the status of labor standards enforcement and confirm labor compliance records on a quarterly basis during the project and at the conclusion of the project; and
- The LACDA shall make available all records as necessary and required to facilitate audit or review by federal, state or local agencies charged with enforcing the applicable labor compliance requirements during the project and for a period of at least five (5) years subsequent to project completion.