

**LOCATION:**

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



**DATE AND TIME:**

Tuesday,  
September 1, 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

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**COUNCILMEMBERS/AUTHORITY MEMBERS:**

*Andre Quintero, Mayor*

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

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

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

- (1) Turn your TV to Channel 3;
- (2) City's website at <http://www.elmonteca.gov/378/Council-Meeting-Videos>; or
- (3) Call-in Conference (888) 204-5987; Code 8167975.

Members of the public wishing to make public comment may do so via the following ways:

- (1) Call-in Conference Line – comments/questions can be submitted per the instructions at the beginning of the meeting; and
- (2) Email – All interested parties can submit questions/comments in advance to the City Clerk's general email address: [cityclerk@elmonteca.gov](mailto:cityclerk@elmonteca.gov).

[Instruction regarding accommodation under the Americans with Disabilities Act can be found on the last page of this Agenda.](#)

**City Council Meeting of September 1, 2020**

**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 agenda 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 *agenda* 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 agenda 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 agenda 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)(4) – Conference with Legal Counsel Regarding Initiation of Litigation – One (1) Matter.**

**4.2 Closed Session Pursuant to Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation Regarding the Following Related Matter: NeroCanna vs. City of El Monte, Los Angeles Superior Court Case No. 20STCP02545.**

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



**City Council Meeting of September 1, 2020**

- 4.4 Closed Session Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(3) – Conference with Legal Counsel Regarding Anticipated Litigation – One (1) Matter.**

**OPEN SESSION PROCEEDINGS**

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

- 5. INVOCATION:**
- 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



**City Council Meeting of September 1, 2020**

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-627**

**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 \$7,351,431.62 have been examined by the City Treasurer and that warrant numbers 1092959 through 1093163 and the payroll period ending July 31, 2020 inclusive are hereby allowed in the amounts and ordered paid out of the respective funds as set forth.**

**11. APPROVAL OF MINUTES:**

**Regular Meeting Minutes of July 7, 2020; Adjourned Regular Meeting Minutes of July 29, 2020; and Regular Meeting Minutes of August 18, 2020**

**12. CONSENT CALENDAR:**

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

**12.1 Waiver of Full Reading of Ordinance(s).**

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

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

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A



**City Council Meeting of September 1, 2020**

**12.2 Approval of the Second Reading of a Development Agreement Between the City of El Monte and Outdoor Associates, LLC to Construct an Electronic Reader Board Billboard at 12243 Garvey Avenue in Area No. 6 of the City's Freeway Overlay Zone.**

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Ratify the proposed Ordinance by second reading by no less than three (3) votes.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

Ordinance No. 2982

**12.3 Approval of a Second Reading of an Ordinance of the City Council Updating the City of El Monte Vacancy Filling Procedures to Harmonize with Government Code Section 36512 and 34902.**

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Approve the attached Ordinance updating Chapter 2.05 (Filling City Council Vacancies) to bring its provisions in line with Amendments to Government Code Section 36512 and 34902.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

Ordinance No. 2983

**12.4 Approval of a Resolution to Approve the City's Investment Policy and Debt Management Policy for Fiscal Year 2020-2021.**

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Adopt a Resolution to approve the City's Investment Policy and Debt Management Policy for FY 2020-2021.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

Resolution No. 10180



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**12.5 Approval of Grant Agreement with the City of El Monte and the United States Soccer Federation Foundation Inc. in an Amount Not-to-Exceed \$60,000 for the Installation of One (1) Soccer Mini-Pitch in the City of El Monte at Mountain View Park.**

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Authorize the City to accept a grant in an amount not-to-exceed \$60,000 from the United States Soccer Federation Foundation Inc. to install one (1) soccer mini-pitch in the City of El Monte Mountain View Park; and
2. Authorize the City Manager, or her designee, to execute the Grant Agreement with the United States Soccer Federation Foundation, Inc. for the installation of one (1) soccer mini-pitch.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

**12.6 Approval of a Supplies Procurement Agreement with Waxie Sanitary Supply for the Purchase of Janitorial Supplies for City Parks and Facilities for an Amount Not-to-Exceed \$70,000.**

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Supplies Procurement Agreement with Waxie Sanitary Supply for the purchase of janitorial supplies for City Parks and Facilities for an amount not-to-exceed \$70,000; and
2. Authorize the City Manager or her designee to execute a Supplies Procurement Agreement with Waxie Sanitary Supply.

Total Cost: \$70,000

Account No: 100-67-626-6211 - \$38,000  
General Fund  
100-67-678-6211 - \$20,000  
General Fund  
203-67-576-6211 - \$5,000  
Prop C Fund  
202-67-576-6211 - \$7,000  
Prop A Fund

Is the cost of this item budgeted? Yes



**City Council Meeting of September 1, 2020**

**12.7 Approval of a Professional Services Agreement with Nobel Systems, Inc. for GIS Support Services, Water Loss Tracking, IOT, and AI Integration for a Not-to-Exceed Amount of \$191,600.**

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Professional Services Agreement with Nobel Systems, Inc. for GIS Support Services, Water Loss Tracking, IOT (Internet of Things), and AI (Artificial Intelligence) integration in the amount of \$107,200 for year 1 and \$84,400 for year 2 for a not-to-exceed amount of \$191,600; and
2. Authorize the City Manager, or her designee, to execute the agreement.

Total Cost: \$191,600

Account No: 600-67-695-6111 - \$95,800  
Water Authority Fund  
650-67-695-6111 - \$95,800  
Sewer Fund

Is the cost of this item budgeted? Yes

**12.8 Approval of a Purchase Agreement with Grainger for Electrical and HVAC Supplies and Tools on an As-Needed Basis for an Amount of \$35,500.**

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Purchase Agreement with Grainger for electrical and HVAC supplies and tools on an as-needed basis for an amount of \$35,500; and
2. Authorize the City Manager to execute a Purchase Agreement with Grainger.

Total Cost: \$35,500

Account No: 100-67-626-6211 - \$ 1,500  
100-67-672-6211 - \$ 1,500  
100-67-673-6211 - \$19,000  
100-67-682-6248 - \$ 2,000  
100-67-685-6211 - \$10,000  
100-67-688-6211 - \$ 1,500  
General Fund

Is the cost of this item budgeted? Yes

**12.9 Approval of a Waiver to the City's Policy for Pledging and Deployment of City Resources for Special Community Events.**

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:



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1. Approve a waiver of the City's policy for the pledging and deployment of City Resources for special community events in order to provide a digital platform for the Broadway International Film Festival.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

**13. PUBLIC HEARINGS:**

- 13.1 A Public Hearing to Consider and Approve an Ordinance of the City Council of the City of El Monte, California Amending the Provisions of Chapter 3.24 (Purchasing System) of the El Monte Municipal Code and a Companion Resolution Updating the City's Purchasing Procedure Manual.**

**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 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 first reading of an El Monte City Council Ordinance and approve a Companion Resolution approving updated Purchasing Procedural Manual.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

Ordinance No. 2984  
Resolution No. 10181

**14. REGULAR AGENDA:**

**15. CITY ATTORNEY'S AGENDA:**

**16. CITY MANAGER'S AGENDA:**

- 16.1 Update Regarding COVID-19.**

**17. WRITTEN COMMUNICATIONS:**



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**18. COUNCIL COMMUNICATIONS/REPORTS:**

**18A. Mayor Quintero**

**18B. Mayor Pro Tem Morales**

**18B.1 Update Regarding El Monte Slow Streets in Collaboration with Active San Gabriel Valley.**

**18B.2 Update Regarding Citywide Broadband Accessibility.**

**18C. Councilwoman Ancona**

**18D. Councilwoman Martinez Muela**

**18D.1 Discussion Regarding Public Comment Process.**

**18D.2 Discussion Regarding ADA Access to Meetings.**

**18E. Councilman Velasco**

**18E.1 Update Regarding Mini Pitch Soccer Fields.**

**18E.2 Update Regarding the Weekly COVID-19 Testing for El Monte Residents.**

**18E.3 Update Regarding the El Monte Free COVID-19 Youth Learn and Care Program.**

**18E.4 Update Regarding Census 2020.**

**18E.5 Update Regarding Al Fresco Outside Dining.**



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**19. ADJOURNMENT:**

The next Regular Meeting of the City Council will be held on **September 15, 2020** at 6:00 p.m. This Agenda will be posted on the City's website, [www.ci.el-monte.ca.us](http://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: August 28, 2020 at 7:45 p.m.*



Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
P							NET PAYROLL 7/16/20 - 7/31/20	1,030,765.48	
<b>P</b>	<b>Payroll Total</b>								<b>1,030,765.48</b>
P	AFLAC	01268	1093098	8/20/2020	JUL 2020	7/25/2020	AC#AAX41 INV#695868 JUL 2020 INS.- HR/RM	1,405.76	
P	AFLAC	01268	1093098	8/20/2020	JUL 2020	7/25/2020	AC#AAX41 INV#695868 JUL 2020 INS.- HR/RM	138.26	<b>1,544.02</b>
P	AMERICAN FIDELITY ASSURANCE	12314	1092959	8/10/2020	P/E: 07/31/20	8/10/2020	SEC. 125 DEF FLEX BEN	3,070.59	<b>3,070.59</b>
P	AMERICAN HERITAGE LIFE	10979	1093099	8/20/2020	JUL 2020	7/27/2020	CASE #PA 145 JUL 2020 ALLSTATE INSURANCE PREMIUM	677.48	<b>677.48</b>
P	CALIF STATE DISBURSEMENT/UNIT	04723	0810202012	8/10/2020	P/E: 07/31/20	8/10/2020		3,854.00	<b>3,854.00</b>
P	CATALYST CORPORATE FEDERAL CU	04610	0810202004	8/10/2020	P/E: 07/31/20	8/10/2020	EL MONTE CREDIT UNION: PAYMENT	53,240.55	<b>53,240.55</b>
P	CITY OF EL MONTE	04622	1092960	8/10/2020	P/E: 07/31/20	8/10/2020	GARNISHMENT FEE/LOAN: PAYMENT	30.33	<b>30.33</b>
P	DEPARTMENT OF TREASURY	04731	0810202001	8/10/2020	P/E: 07/31/20	8/10/2020	FEDERAL TAX: PAYMENT	188,379.44	
P	DEPARTMENT OF TREASURY	04732	0810202002	8/10/2020	P/E: 07/31/20	8/10/2020	MEDICARE TAX: PAYMENT	43,093.78	<b>231,473.22</b>
P	EL MONTE CITY EMPLOYEES CR UN	06796	0810202011	8/10/2020	P/E: 07/31/20	8/10/2020	CREDIT UNION YARD ACCOUNT: PAYMENT	288.00	
P	EL MONTE CITY EMPLOYEES CR UN	04613	0810202013	8/10/2020	P/E: 07/31/20	8/10/2020	POLICE CREDIT UNION: PAYMENT	195.00	<b>483.00</b>
P	EL MONTE POLICE ASSOCIATION	04631	1092961	8/10/2020	P/E: 07/31/20	8/10/2020	ADMINISTRATOR PD DUES: PAYMENT	10,613.10	
P	EL MONTE POLICE ASSOCIATION	04630	1092962	8/10/2020	P/E: 07/31/20	8/10/2020	LONG TERM DISABILITY - POLICE: PAYMENT	1,662.66	<b>12,275.76</b>
P	EMPLOYMENT DEVELOPMENT	04730	0810202008	8/10/2020	P/E: 07/31/20	8/10/2020	STATE WITHHOLDING TAX: PAYMENT	75,708.71	<b>75,708.71</b>
P	EMPLOYMENT DEVELOPMENT DEPT	01987	1093036	8/13/2020	944-0150-2 / 2020 Q2	7/29/2020	UI BENEFIT CHARGE 4/1/20 - 6/30/20	35,483.00	<b>35,483.00</b>
P	FRANCHISE TAX BOARD	04616	1092963	8/10/2020	P/E: 07/31/20	8/10/2020	STATE OF CAL FRAN TAX BOARD: PAYMENT	125.00	<b>125.00</b>
P	KAISER FOUNDATION HEALTH PLAN	12263	1093123	8/20/2020	SEP 2020	7/25/2020	BILLING UNIT #057504704 SEP 2020 HEALTH INS FOR ACA	2,287.31	<b>2,287.31</b>
P	LA COUNTY SHERIFF'S DEPT.	08162	1092964	8/10/2020	P/E: 07/31/20	8/10/2020	LOS ANGELES COUNTY SHERIFF DEP: PAYMENT	955.91	<b>955.91</b>
P	NATIONAL DEFERRED	04633	0810202003	8/10/2020	P/E: 07/31/20	8/10/2020	PART TIME DEF. COMPENSATION: PAYMENT	4,793.64	<b>4,793.64</b>
P	NATIONWIDE RETIREMENT SOLUTION	04635	0810202005	8/10/2020	P/E: 07/31/20	8/10/2020	457 DEFERRED COMP: PAYMENT	56,507.43	
P	NATIONWIDE RETIREMENT SOLUTION	11991	0810202010	8/10/2020	P/E: 07/31/20	8/10/2020	401 (A) EXECUTIVE PLAN: PAYMENT	6,339.63	<b>62,847.06</b>
P	PARS SUPPLEMENTAL RETIREMENT	03734	0810202006	8/10/2020	P/E: 07/31/20	8/10/2020	PARS SUPPLEMENTAL RETIREMENT: PAYMENT	16,684.45	<b>16,684.45</b>
P	PERS LONG TERM CARE PROGRAM	04612	1092965	8/10/2020	P/E: 07/31/20	8/10/2020	LONG TERM CARE-MID MANAGEMENT: PAYMENT	343.92	<b>343.92</b>
P	PUBLIC EMPLOYEES' RETIREMENT	03047	1001622938	8/6/2020	P/E: 07/15/20	7/23/2020	PENSION PLAN (PERS): PAYMENT	365,911.50	<b>365,911.50</b>
P	SEIU LOCAL #721	04628	0810202009	8/10/2020	P/E: 07/31/20	8/10/2020	SEIU DUES, FEES, COPE: PAYMENT	6,532.42	<b>6,532.42</b>
P	STANDARD INSURANCE CO	03563	1093153	8/20/2020	AUG 2020	7/20/2020	POL#00 495885 AUG 2020 MGMT LTD INS - HR/RM	1,201.98	<b>1,201.98</b>
P	THE HARTFORD - PRIORITY	02240	1093156	8/20/2020	AUG 2020	8/31/2020	INV#941600501385 AUG 2020 BASIC LIFE INS POL#OGL22	2,101.05	
P	THE HARTFORD - PRIORITY	02241	1093157	8/20/2020	AUG 2020	8/31/2020	INV#055765918547 AUG 2020 SUPP. LIFE INS. - HR/RM	6,699.95	<b>8,801.00</b>
P	UNITED HEALTHCARE INSURANCE	07124	1093162	8/20/2020	AUG 2020	7/16/2020	INV#898336271672 AUG 2020 VISION INSURANCE - HR/R	121.16	<b>121.16</b>
<b>P</b>	<b>Payroll Vendor Total</b>								<b>888,446.01</b>
O	A PLUS ADULT DAY HEALTH CARE	13413	1092966	8/13/2020	Ref000318412	8/10/2020	UB Refund Cst #00058643	151.30	<b>151.30</b>
O	ARROYO HS BAND	00659	1092968	8/13/2020	85946-2020	8/13/2020	FIREWORKS COMPLETION BOND REFUND	50.00	<b>50.00</b>
O	CARLSON	13436	1093105	8/20/2020	191130	8/13/2020	REFUND SUBPOENA FESS FOR CASE #20CCJP01171A-B	275.00	<b>275.00</b>
O	CHURCH OF GOD OF PROPHECY	07086	1092981	8/13/2020	86824-2020	8/13/2020	FIREWORKS COMPLETION BOND REFUND	50.00	<b>50.00</b>
O	DUONG	13414	1092983	8/13/2020	Ref000318413	8/10/2020	UB Refund Cst #00061084	111.57	<b>111.57</b>
O	EL MONTE EYE CLINIC #205	13411	1092985	8/13/2020	Ref000318410	8/10/2020	UB Refund Cst #00052595	15.05	<b>15.05</b>
O	EL MONTE FIRST LUTHERANS	00082	1092986	8/13/2020	88086-2020	8/13/2020	FIREWORKS COMPLETION BOND REFUND	50.00	<b>50.00</b>
O	EL MONTE HIGH SCHOOL ACCAPPELLA	08889	1092987	8/13/2020	88142-2020	8/13/2020	FIREWORKS COMPLETION BOND REFUND	50.00	<b>50.00</b>
O	EL MONTE/SO EL MONTE JETS	00665	1092988	8/13/2020	85936-2020	8/13/2020	FIREWORKS COMPLETION BOND REFUND	50.00	<b>50.00</b>
O	FIRST BAPTIST CHURCH, EL MONTE	10231	1092990	8/13/2020	89673-2020	8/13/2020	FIREWORKS COMPLETION BOND REFUND	50.00	<b>50.00</b>
O	GRACE CHEN	13410	1092992	8/13/2020	Ref000318409	8/10/2020	UB Refund Cst #00052029	298.49	<b>298.49</b>

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
O	INTECA & SETEMIN	10232	1092994	8/13/2020	89758-2020	8/13/2020	FIREWORKS COMPLETION BOND REFUND	50.00	50.00
O	KARE YOUTH LEAGUE	00085	1092995	8/13/2020	85935-2020	8/13/2020	FIREWORKS COMPLETION BOND REFUND	50.00	50.00
O	KARLA REYNA	13412	1092996	8/13/2020	Ref000318411	8/10/2020	UB Refund Cst #00054417	113.76	113.76
O	KNIGHTS OF COLUMBUS #3159	07928	1092998	8/13/2020	87508-2020	8/13/2020	FIREWORKS COMPLETION BOND REFUND	50.00	50.00
O	MT VIEW HS VIKING BAND BOOSTER	06181	1093003	8/13/2020	85941-2020	8/13/2020	FIREWORKS COMPLETION BOND REFUND	50.00	50.00
O	PARENTS OF EL MONTE CHRISTIAN	00089	1093004	8/13/2020	85940-2020	8/13/2020	FIREWORKS COMPLETION BOND REFUND	50.00	50.00
O	TONY G MEZA	13409	1093025	8/13/2020	Ref000318408	8/10/2020	UB Refund Cst #00050861	15.50	15.50
O	UNITED PENTECOSTAL CHURCH	00095	1093027	8/13/2020	85937-2020	8/13/2020	FIREWORKS COMPLETION BOND REFUND	50.00	50.00
<b>O</b>	<b>One Time Vendor Total</b>								<b>1,580.67</b>
R	2820 MEEKER LLC	13432	1093096	8/20/2020	RNTL ASSIST	8/17/2020	RENTAL ASSISTANCE FOR MARTHA ISLAS 2820 MEEKER A'	1,200.00	1,200.00
R	316 ENGINEERING & CONSTRUCTION	13187	1093052	8/20/2020	20-165-02	6/12/2020	EMERGENCY SERVICE SANTA ANITA - PW UTIL.	17,244.08	17,244.08
R	A THRONE CO INC	00310	1093097	8/20/2020	0000651088	8/4/2020	08/04/20 - 08/31/20 FENCE RENTAL FOR 10819 VALLEY E	110.70	
R	A THRONE CO INC	00310	1093097	8/20/2020	0000651089	8/4/2020	08/15/20 - 09/11/20 FENCE RENTAL FOR 3454 TYLER AVE	22.00	132.70
R	A. SHAWN ADHAMI MD A PROF CORP	13420	1092967	8/13/2020	08.10.20	8/10/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19	10,000.00	10,000.00
R	AARDVARK TACTICAL INC	01239	1093053	8/20/2020	PIN10457	6/18/2020	BEAN BAG ROUNDS FOR PD	6,337.23	6,337.23
R	AJAX SIGN GRAPHICS, INC.	10292	1093054	8/20/2020	67945	6/16/2020	CUSTOM NAMEBADGE FOR PD	60.40	60.40
R	ARC DOCUMENT SOLUTIONS, LLC.	13205	1093055	8/20/2020	10568902	3/4/2020	PLAN PRINTS FOR CIP NO. 805 - ENG. DIV.	149.51	149.51
R	ARC IMAGING RESOURCES	07094	1093056	8/20/2020	894537	6/18/2020	HP T2600 DR PLOTTER FOR PW MAINT.	9,408.93	9,408.93
R	AT & T	01391	1092969	8/13/2020	495349-08/20	8/1/2020	AC#626 449-5349 (08/01/20 - 08/31/20) - PD	55.31	
R	AT & T	01391	1092970	8/13/2020	266372-08/20	8/1/2020	AC#250 626-6372 (08/01/20 - 08/31/20) - PD	20.12	
R	AT & T	01394	1092971	8/13/2020	9391063195-08/20	8/1/2020	BILL PAYER (BAN) 9391063195 INV#15116034 (VOIP)	480.26	
R	AT & T	04438	1092972	8/13/2020	3119954202	8/1/2020	ACCT#8002-950-2269 FOR AUG 2020 PD	500.56	
R	AT & T	10320	1092973	8/13/2020	6919416502	7/29/2020	ACCT#831-000-5327 119 PD & CITY INTERNET SRVCS	3,115.20	
R	AT & T	01394	1093057	8/20/2020	9391036375-07/20	7/13/2020	BILL PAYER (BAN) 9391036375 INV#15044446 CYPRESS ST	85.60	
R	AT & T	01391	1093100	8/20/2020	414154-08/20	8/1/2020	AC#337 841-4154 (08/01/20 - 08/31/20) - PD	172.47	
R	AT & T	01395	1093101	8/20/2020	9391061462-08/20	8/10/2020	BILL PAYER (BAN) 9391061462 INV#15156711 - CITYWIDE	334.30	4,763.82
R	AVANT-GARDE INC	11139	1093031	8/13/2020	JUN 2020	7/1/2020	JUN 2020 HUD PROGRAM AND FUNDING COMPLIANCE PI	9,392.50	
R	AVANT-GARDE INC	11139	1093031	8/13/2020	6249	7/1/2020	JUN 2020 HUF PROGRAM AND FUNDING COMPLIANCE PF	8,010.00	17,402.50
R	AVFUEL CORPORATION	06458	1092974	8/13/2020	0811201618	8/11/2020	AC#ELMON (08/05/20 - 08/11/20 PD AVIATION FUEL)	619.76	619.76
R	BADGE BEHAVIOR	11629	1093058	8/20/2020	Y126556	2/22/2020	SUICIDE DETECTION & PREVENTION IN JAILS: KELLY MART	297.00	297.00
R	BALDWIN ROSE L.P.	13364	1093102	8/20/2020	RNTL ASSIST - R.O.	8/18/2020	RENTAL ASSISTANCE FOR RAMONA OLMOS 9959 ROSE A'	1,009.00	1,009.00
R	BANK OF AMERICA- 5212	04953	0813202001	8/12/2020	07.08.20 - 08.07.20	8/7/2020	ACCT#4339931390044725-CC-FINANCE	8,860.23	8,860.23
R	BEACON MEDIA INC.	08350	1092975	8/13/2020	A81522	8/3/2020	NOTICE OF ELECTION: RUN DATE: 08/03/20 REF: ELECTIOI	6,376.00	6,376.00
R	BEHAVIORAL ANALYSIS TRAINING	12836	1092976	8/13/2020	IV03184	2/26/2020	INVESTIGATIVE INTERVIEW & INTERROGATION: ROGER SA	481.00	
R	BEHAVIORAL ANALYSIS TRAINING	12836	1092976	8/13/2020	IV03514	6/30/2020	INVESTIGATIVE INTERVIEW & INTERROGATION: GERARDC	481.00	
R	BEHAVIORAL ANALYSIS TRAINING	12836	1092976	8/13/2020	IV03139	2/18/2020	INVESTIGATIVE INTERVIEW & INTERROGATION: FRANCISC	481.00	1,443.00
R	BENAVIDES	11923	1092977	8/13/2020	72820	7/28/2020	JUL 2020 HIP HOP CLASS INSTRUCTOR - P&R	48.75	48.75
R	BLUE LINE INVESTIGATIONS, LLC.	11766	1093032	8/13/2020	INV20200009	4/21/2020	PERSONNEL INVESTIGATION & TRANSCRIPTION SRVCS - H	5,105.02	5,105.02
R	BRAVO	13415	1092978	8/13/2020	RNTL ASSIST	8/3/2020	RENTAL ASSISTANCE FOR SANDRA ARBOLEDA 2660 HAVE	1,200.00	1,200.00
R	BROTHER'S BURGERS	13434	1093103	8/20/2020	51	7/23/2020	CATERING CHEESEBURGER W/CHIPS FOR SR CTR	220.00	
R	BROTHER'S BURGERS	13434	1093103	8/20/2020	52	7/30/2020	CATERING CHEESEBURGER W/CHIPS FOR SR CTR	220.00	
R	BROTHER'S BURGERS	13434	1093103	8/20/2020	53	8/6/2020	CATERING CHEESEBURGER W/CHIPS FOR SR CTR	220.00	660.00
R	BRYCE EL MONTE LLC	13437	1093104	8/20/2020	RNTL ASSIST	7/15/2020	RENTAL ASSISTANCE FOR GERMAN GUTIERREZ 2533 BRYC	1,200.00	1,200.00

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R	CAL RECYCLE	13442	1093059	8/20/2020	GRANT OPP 9	8/19/2020	RETURN UNSPENT PORTION OF USED OIL BLOCK GRANT (	4,258.23	<b>4,258.23</b>
R	CALIFORNIA NARCOTIC OFFICERS	01601	1092979	8/13/2020	11.22-25.20	8/6/2020	C.N.O.A. CONF: AVILA / CUEVA / FIERRO / ATKINSON / SN	6,765.00	<b>6,765.00</b>
R	CANNON CORPORATION	13192	1093033	8/13/2020	72878	7/8/2020	JUN 2020 PLAN CHECK & SURVEYS 11402 ELMCREST ST W	1,447.50	<b>1,447.50</b>
R	CASC ENGINEERING & CONSULTING	09107	1093060	8/20/2020	42446	6/30/2020	JUN 2020 TECHNICAL CONSULTING SVCS - PW UTIL.	6,405.00	<b>6,405.00</b>
R	CDW GOVERNMENT INC	01541	1092980	8/13/2020	ZNP9788	7/28/2020	ADO ACRO PRO DC F/ENT L9 12M FOR I.T.	57.00	
R	CDW GOVERNMENT INC	01541	1093106	8/20/2020	ZMJ2066	7/22/2020	ADO ACRO PRO DC F/ENT L9 12M FOR CHRISTINE ROSADI	57.00	
R	CDW GOVERNMENT INC	01541	1093106	8/20/2020	ZSQ4605	8/13/2020	RENEW ANNUAL ESET ANTIVIRUS CITYWIDE W/O PD - I.T.	2,865.00	<b>2,979.00</b>
R	CHOI	10580	1093034	8/13/2020	AUG '19-MAY '20	8/12/2020	MILEAGE REIMBURSEMENT AUG 2019 - MAY 2020	13.88	<b>13.88</b>
R	CINTAS CORPORATION	12094	1093061	8/20/2020	4056576296	7/22/2020	CITY UNIFORM SVCS FOR PW	30.16	
R	CINTAS CORPORATION	12094	1093061	8/20/2020	4057214912	7/29/2020	CITY UNIFORM SVCS FOR PW	170.58	
R	CINTAS CORPORATION	12094	1093061	8/20/2020	4057214968	7/29/2020	CITY UNIFORM SVCS FOR PW	31.62	
R	CINTAS CORPORATION	12094	1093061	8/20/2020	4054550692	6/30/2020	CITY UNIFORM SVCS FOR PW	34.67	
R	CINTAS CORPORATION	12094	1093061	8/20/2020	4056576298	7/22/2020	CITY UNIFORM SVCS FOR PW	31.62	
R	CINTAS CORPORATION	12094	1093061	8/20/2020	4054550629	6/30/2020	CITY UNIFORM SVCS FOR PW	34.78	
R	CINTAS CORPORATION	09294	1093107	8/20/2020	1901508103	7/27/2020	DISP. FACE MASKS - PW MAINT.	1,672.00	
R	CINTAS CORPORATION	12094	1093108	8/20/2020	4055778622	7/14/2020	SM SHOP TWL-RED FOR PD	262.51	
R	CINTAS CORPORATION	12094	1093108	8/20/2020	4057766085	8/4/2020	3X5, 4X6, 3X10 XTRAC MAT INGO FOR PD	318.33	
R	CINTAS CORPORATION	12094	1093108	8/20/2020	4055163116	7/7/2020	3X5, 4X6, 3X10 XTRAC MAT INGO FOR PD	318.33	
R	CINTAS CORPORATION	12094	1093108	8/20/2020	4058408542	8/11/2020	3X5, 3X10 XTRAC MAT INGO FOR PD	260.61	
R	CINTAS CORPORATION	12094	1093108	8/20/2020	4056428179	7/21/2020	SM SHOP TWL-RED- FOR PD	322.13	
R	CINTAS CORPORATION	12094	1093108	8/20/2020	4057112063	7/28/2020	3X5, 3X10 XTRAC MAT INGO FOR PD	260.61	<b>3,747.95</b>
R	CITY NISSAN INC. DBA:ROSS NISS	13431	0817202003	7/27/2020	07.23.2020	7/23/2020	PREPAID RENT UNDER DRANE B GROUND LEASE AT 3428 F	100,000.00	<b>100,000.00</b>
R	CITY OF EL MONTE - WORKERS	01238	0817202001	8/13/2020	JULY 2020	8/13/2020	JULY 2020 BOOK TRANSFER TO REPLENISH THE WORKERS	114,177.08	<b>114,177.08</b>
R	CITY OF EL MONTE RISK	01236	0811202050	8/10/2020	AUG 2020	8/10/2020	AUG 2020 BOOK TRANSFER TO PREFUND THE RISK MANA	25,000.00	
R	CITY OF EL MONTE RISK	01236	0817202002	8/13/2020	JULY 2020	8/13/2020	JULY 2020 BOOK TRANSFER TO REPLENISH THE RISK MAN	39,849.72	<b>64,849.72</b>
R	CITY OF TEMPLE CITY	03652	1093062	8/20/2020	FY 19-20 TAX	8/18/2020	5% HOME DEPOT & STARBUCKS SALES TAX FY 2019-20	35,249.60	<b>35,249.60</b>
R	CITY OF WEST COVINA	03863	1093063	8/20/2020	014884	6/30/2020	APR-JUN 2020 FORENSIC SERVICES - PD	75.00	<b>75.00</b>
R	COMMUNITY PARTNERS EL MONTE	11580	1093064	8/20/2020	SPONSORSHIP RE-ISSUE	1/8/2020	REPLACE CK #1088027 SPONSORSHIP FOR TAMALADA PA	25,000.00	<b>25,000.00</b>
R	CONTRERAS	10909	1092982	8/13/2020	7.10.20	7/30/2020	REIMBURSE PETTY CASH 07/10/20	54.00	
R	CONTRERAS	10909	1093035	8/13/2020	12.03.19	7/30/2020	REIMBURSE PETTY CASH 12/03/19	48.39	<b>102.39</b>
R	CORELOGIC SOLUTIONS LLC	06892	1093065	8/20/2020	30485623 RE-ISSUE	6/30/2020	REPLACE CK #1092169 JUN 2020 GEOGRAPHIC PACKAGE	26.50	
R	CORELOGIC SOLUTIONS LLC	06892	1093109	8/20/2020	82034313	7/31/2020	JUL 2020 PROPERTY DETAIL RPT REALQUEST & GEOGRAPI	218.50	<b>245.00</b>
R	DELL MARKETING LP C/O DELL USA	01832	1093066	8/20/2020	10398077673	6/5/2020	2 QTY DELL 24 MONITOR - P2419H - ENGINEERING DEPT.	438.97	
R	DELL MARKETING LP C/O DELL USA	01832	1093067	8/20/2020	10402552283	6/25/2020	POWEREDGE T140 SERVER FOR PARKS/REC DIV.	2,929.54	<b>3,368.51</b>
R	DESPARS EMBROIDERY	08372	1093068	8/20/2020	8943	4/10/2020	SILKSCREEN SAFETY MASKS - CITYWIDE	1,576.80	<b>1,576.80</b>
R	EL HUARACHE DE DONA CHELA INC.	13254	1092984	8/13/2020	7720	7/7/2020	7/1-5/20 GREAT PLATES DELIVERY - P&R	2,156.00	
R	EL HUARACHE DE DONA CHELA INC.	13254	1093110	8/20/2020	8.14.20	8/19/2020	8/14/20 DRIVE-IN-MOVIE RESTAURANT COUPON REBATE	55.00	<b>2,211.00</b>
R	EL MONTE TRANSMISSION	01967	1093111	8/20/2020	08.05.20	8/5/2020	REMOVE AND REPLACE TRANSMISSION FOR PD VEH UNIT	1,984.50	<b>1,984.50</b>
R	ESAFETY SUPPLIES, INC.	08848	1093069	8/20/2020	2006998	6/30/2020	POLICE DO NOT CROSS YELLOW TAPE - PD	325.78	<b>325.78</b>
R	ETERNAL LINK LLC	13416	1092989	8/13/2020	RNTL ASSIST	8/3/2020	RENTAL ASSISTANCE FOR VERONICA CALZADA 11721 SITK	1,200.00	<b>1,200.00</b>
R	EXPERIAN	02005	1093112	8/20/2020	CD2104003281	7/31/2020	CREDIT PROFILES FOR PD	77.00	<b>77.00</b>
R	FEDEX	02025	1093113	8/20/2020	7-081-08810	7/31/2020	COURIER SVCS FOR HOUSING DIV.	29.93	
R	FEDEX	02025	1093114	8/20/2020	7-094-81385	8/14/2020	COURIER SVCS FOR HOUSING DIV.	100.11	<b>130.04</b>
R	FIRST AMERICAN TITLE INS. COMP	12951	0818202001	8/18/2020	11669-11815 RAMONA	8/18/2020	RIGHT-OF-WAY ACQUISITION FOR CIP 857 RAMONA RESU	5,700.00	

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R	FIRST AMERICAN TITLE INS. COMP	12951	0818202002	8/18/2020	12201-12255 RAMONA	8/18/2020	RIGHT-OF-WAY ACQUISITION FOR CIP 857 RAMONA RESU	9,500.00	
R	FIRST AMERICAN TITLE INS. COMP	12951	0818202003	8/18/2020	12347 RAMONA	8/18/2020	RIGHT-OF-WAY ACQUISITION FOR CIP 857 RAMONA RESU	18,500.00	<b>33,700.00</b>
R	FISHER	03306	1093070	8/20/2020	FEB '16-JUN '20	8/18/2020	FEB 2016 - JUN 2020 MEDICARE REIMBURSEMENT	8,208.60	<b>8,208.60</b>
R	FLAMES XPRESS INC	13421	1092991	8/13/2020	08.10.20	8/10/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19	10,000.00	<b>10,000.00</b>
R	FORENSIC NURSE RESPONSE	07256	1093115	8/20/2020	07-17-2020	8/1/2020	SART EXAMS FOR PD	1,060.00	<b>1,060.00</b>
R	FREY ENVIRONMENTAL, INC.	11847	1093071	8/20/2020	911-02-06	5/11/2020	02/18/20 - 04/22/20 ENVIRONMENTAL CONSULTING SVC	2,720.00	
R	FREY ENVIRONMENTAL, INC.	11847	1093072	8/20/2020	911-02-05	8/22/2019	03/13/19 - 07/26/19 PROF SVCS FOR ECON DEV DIV.	655.00	<b>3,375.00</b>
R	FS CONTRACTORS, INC.	09043	1093116	8/20/2020	2792	7/15/2020	FLETCHER DOG PARK PROJECT - PWMD	131,067.60	<b>131,067.60</b>
R	GAME TIME	13053	1093037	8/13/2020	PJI-0138424	5/22/2020	LAMBERT PARK PLAYGROUND EQUIPMENT - P&R	69,967.06	
R	GAME TIME	13053	1093037	8/13/2020	PJI-0138427	5/22/2020	LAMBERT PARK PLAYGROUND EQUIPMENT - P&R	36,551.46	<b>106,518.52</b>
R	GIGI AND GERI ANDREW	13433	1093117	8/20/2020	RNTL ASSIST	8/11/2020	RENTAL ASSISTANCE FOR KENNETH ANDREW 11757 MUL	1,200.00	<b>1,200.00</b>
R	GOLDEN OFFICE TRAILERS, INC.	07980	1093118	8/20/2020	130255	7/1/2020	AUG 2020 MONTHLY RENTAL FEE FOR PD TRAILER	192.50	<b>192.50</b>
R	HACH COMPANY	10385	1093073	8/20/2020	11991019	6/11/2020	BNCH SVC- NITRATA SENSOR - PW UTIL.	826.00	<b>826.00</b>
R	HARVARD ACCOUNTANCY	13422	1092993	8/13/2020	08.10.20	8/10/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19	5,224.42	<b>5,224.42</b>
R	HOLIDAY ROCK CO INC	02282	1093038	8/13/2020	1190188	6/18/2020	FOB SHEET MIX, SS-H1 EMULSION 5 GAL FOR PW MAINT.	201.76	<b>201.76</b>
R	IMAGE MASTER, LLC	06563	1093074	8/20/2020	53668	6/29/2020	MUNIBOND ROADSHOW: PRODUCE & HOST SECURITIES F	2,000.00	<b>2,000.00</b>
R	INDEPENDENT CITIES RISK	02330	0811202056	8/12/2020	4195D	7/13/2020	FY20/21 RENEW LIABILITY/ PROPERTY / EBD, CRIME & CY	2,424,349.00	
R	INDEPENDENT CITIES RISK	02330	0813202002	8/12/2020	4216	7/13/2020	ANNUAL RENEWAL OF LIAB. PROGRAM ASSESSMENT - YE	202,026.25	<b>2,626,375.25</b>
R	INFRASTRUCTURE ENGINEERING	10525	1093075	8/20/2020	12815	6/26/2020	05/30/20-06/26/20 SEWER REPLACEMENT NEVADA AVE	29,945.50	<b>29,945.50</b>
R	INSIGHT PUBLIC SECTOR INC	13181	1093076	8/20/2020	1100731854	5/13/2020	MICROSOFT SURFACE DOCK SNT - PW MAINT.	189.41	
R	INSIGHT PUBLIC SECTOR INC	13181	1093076	8/20/2020	1100731852	5/13/2020	MICROSOFT SURFACE DOCK STN - PW MAINT.	189.41	
R	INSIGHT PUBLIC SECTOR INC	13181	1093076	8/20/2020	1100731447	5/12/2020	MICROSOFT SURFACE BOOK FOR PW MAINT.	2,608.96	
R	INSIGHT PUBLIC SECTOR INC	13181	1093076	8/20/2020	1100729450	5/3/2020	MICROSOFT SURFACE PEN FOR PW MAINT.	96.13	
R	INSIGHT PUBLIC SECTOR INC	13181	1093076	8/20/2020	1100730036	5/5/2020	MICROSOFT SURFACE PEN AND COVER - PW MAINT.	1,565.14	
R	INSIGHT PUBLIC SECTOR INC	13181	1093076	8/20/2020	1100729451	5/3/2020	MICROSOFT SURFACE PEN - PW MAINT.	96.13	<b>4,745.18</b>
R	INTEGRATED TACTICAL CONCEPTS	07508	1093120	8/20/2020	#2020-Rialto PD/TAV	8/18/2020	TACTICAL ARMORED VEHICLE OPERATIONS: SNOOK / BUF	2,000.00	<b>2,000.00</b>
R	INX BUILDING MAINTENANCE	11700	1093121	8/20/2020	957037	7/1/2020	EMERGENCY DISINFECTING FOR CITY HALL EAST AND CMI	250.00	<b>250.00</b>
R	IRWINDALE INDUSTRIAL CLINIC	02377	1093122	8/20/2020	2146-983469	7/31/2020	EXAMS PER HR	140.00	<b>140.00</b>
R	KEENAN & ASSOCIATES	11801	1092997	8/13/2020	247232	7/20/2020	JUL 2020 ONLINE BENEFIT ADMINISTRATION - HR	1,250.00	<b>1,250.00</b>
R	KTU&A	13131	1093077	8/20/2020	32137	6/18/2020	MAY 2020 SIDEWALK INVENTORY & REPAIR PRG CIP #030	10,490.00	<b>10,490.00</b>
R	KUO	13443	1093124	8/20/2020	RNTL ASSIST	8/18/2020	RENTAL ASSISTANCE FOR ANNA MANSOORBAKHT 12108	1,200.00	<b>1,200.00</b>
R	LANGUAGE NETWORK, INC.	06992	1093039	8/13/2020	384447	6/30/2020	TRANSLATE ELECTION NOTICE - CITY CLERK	1,677.50	<b>1,677.50</b>
R	LAW OFFICE OF ALMA D. PUENTE	13423	1092999	8/13/2020	08.10.20	8/10/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19	10,000.00	<b>10,000.00</b>
R	LEONARD CONSTRUCTION SERVICES	12759	1093125	8/20/2020	21215I001	7/31/2020	JUL 2020 CONSTRUCTION INSPECTION SVCS - ENGINEERIN	14,616.69	<b>14,616.69</b>
R	LETW ONE, LLC	13305	1093126	8/20/2020	RNTL ASSIST - G.E.	8/11/2020	RENTAL ASSISTANCE FOR GEOVANI ESPINOZA 11690 RAV	1,200.00	<b>1,200.00</b>
R	LOPEZ	13438	1093127	8/20/2020	RNTL ASSIST	8/17/2020	RENTAL ASSISTANCE FOR LUIS HERNANDEZ 3413 1/4 COG	1,200.00	<b>1,200.00</b>
R	LOS ANGELES COUNTY AUDITOR	02565	1093000	8/13/2020	FY 20-21	7/29/2020	LOCAL AGENCY FORMATION COMMISSION CHARGES	3,277.20	<b>3,277.20</b>
R	LOS ANGELES COUNTY FIRE	02569	1093128	8/20/2020	IN0324980	7/29/2020	HAZ WASTE GENERATOR, HAZ MATERIALS DISC PROG., H/	2,271.00	<b>2,271.00</b>
R	LOS ANGELES ENGINEERING INC	12963	1093129	8/20/2020	APPL #6	8/12/2020	LAMBERT PARK PRJ CONSTRUCTION SRVC THRU 7/31/20	389,072.50	
R	LOS ANGELES ENGINEERING INC	12963	1093130	8/20/2020	APPL #6 RET-ESCROW	8/12/2020	ESCROW ACCT #1692 RELEASE RETENTION INV #APPLICA	20,477.50	<b>409,550.00</b>
R	LS PROPERTY INVESTMENT LLC	13417	1093001	8/13/2020	RNTL ASSIST	8/6/2020	RENTAL ASSISTANCE FOR HEATHER MORENO 3524 DURFI	1,200.00	<b>1,200.00</b>
R	MAIN SAN GABRIEL BASIN	02624	1093078	8/20/2020	FY19-20	8/15/2020	2019-20 PRODUCTION ASSESSMENTS - PW	454,067.79	<b>454,067.79</b>
R	MCCLUNG JR	03313	1093132	8/20/2020	AUG 2020	8/18/2020	AUG 2020 MEDICARE REIMBURSEMENT	1,328.00	<b>1,328.00</b>
R	MEDICO PROFESSIONAL LINEN	12057	1093040	8/13/2020	20225420	6/5/2020	LINEN SERVICE FOR PD	154.95	

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R	MEDICO PROFESSIONAL LINEN	12057	1093040	8/13/2020	20211826	5/1/2020	LINEN SERVICE FOR PD	149.35	
R	MEDICO PROFESSIONAL LINEN	12057	1093040	8/13/2020	20235718	6/26/2020	LINEN SERVICE FOR PD	149.35	
R	MEDICO PROFESSIONAL LINEN	12057	1093040	8/13/2020	20194527	3/20/2020	LINEN SERVICE FOR PD	141.15	
R	MEDICO PROFESSIONAL LINEN	12057	1093040	8/13/2020	20198233	3/27/2020	LINEN SERVICE FOR PD	141.15	
R	MEDICO PROFESSIONAL LINEN	12057	1093040	8/13/2020	20201502	4/3/2020	LINEN SERVICE FOR PD	141.15	
R	MEDICO PROFESSIONAL LINEN	12057	1093040	8/13/2020	20214346	5/8/2020	LINEN SERVICE FOR PD	154.95	
R	MEDICO PROFESSIONAL LINEN	12057	1093040	8/13/2020	20190729	3/13/2020	LINEN SERVICE FOR PD	149.76	
R	MEDICO PROFESSIONAL LINEN	12057	1093040	8/13/2020	20222408	5/29/2020	LINEN SERVICE FOR PD	149.35	
R	MEDICO PROFESSIONAL LINEN	12057	1093040	8/13/2020	20204182	4/10/2020	LINEN SERVICE FOR PD	146.75	
R	MEDICO PROFESSIONAL LINEN	12057	1093040	8/13/2020	20209524	4/24/2020	LINEN SERVICE FOR PD	149.35	
R	MEDICO PROFESSIONAL LINEN	12057	1093040	8/13/2020	20232249	6/19/2020	LINEN SERVICE FOR PD	149.35	
R	MEDICO PROFESSIONAL LINEN	12057	1093040	8/13/2020	20179320	2/21/2020	LINEN SERVICE FOR PD	141.15	
R	MEDICO PROFESSIONAL LINEN	12057	1093040	8/13/2020	20206753	4/17/2020	LINEN SERVICE FOR PD	154.00	
R	MEDICO PROFESSIONAL LINEN	12057	1093040	8/13/2020	20219603	5/22/2020	LINEN SERVICE FOR PD	149.35	
R	MEDICO PROFESSIONAL LINEN	12057	1093040	8/13/2020	20186972	3/6/2020	LINEN SERVICE FOR PD	146.75	
R	MEDICO PROFESSIONAL LINEN	12057	1093040	8/13/2020	20183126	2/28/2020	LINEN SERVICE FOR PD	141.15	
R	MEDICO PROFESSIONAL LINEN	12057	1093133	8/20/2020	20261950	8/14/2020	LINEN SERVICE FOR PD	200.86	
R	MEDICO PROFESSIONAL LINEN	12057	1093133	8/20/2020	20258273	8/7/2020	LINEN SERVICE FOR PD	154.95	<b>2,864.82</b>
R	MODERN TRAILER SUPPLY	02722	1093134	8/20/2020	459150	7/23/2020	TRAILER HITCH FOR PW MAINT.	179.19	
R	MODERN TRAILER SUPPLY	02722	1093134	8/20/2020	459460	7/27/2020	TRAILER CONNECTION/PLUG FOR PW MAINT.	166.98	<b>346.17</b>
R	MOTOROLA SOLUTIONS, INC.	02758	1093002	8/13/2020	41288893	7/23/2020	APX 8000 PORTABLE RADIO FOR PD	7,773.60	<b>7,773.60</b>
R	NINYO & MOORE	05743	1093041	8/13/2020	240345	7/27/2020	JUN 2020 THIRD-PARTY REVIEW SRVC FOR EL MONTE LOC	1,495.00	<b>1,495.00</b>
R	NV5, INC.	12935	1093042	8/13/2020	170833	7/17/2020	JUN 2020 EL MONTE - 4019 ELROVIA AVE GRADING PLA	970.00	
R	NV5, INC.	12935	1093042	8/13/2020	170834	7/17/2020	JUN 2020 EL MONTE -3337 WASHINGTON AVE GRADING	970.00	
R	NV5, INC.	12935	1093042	8/13/2020	170832	7/17/2020	JUN 2020 EL MONTE - 3825 RIVERVIEW AVE GRADING PL	840.00	
R	NV5, INC.	12935	1093079	8/20/2020	172141	7/24/2020	JUN 2020 LAMBERT PARK IMPRVMT PRJ PHASE I CONSTRI	47,877.00	<b>50,657.00</b>
R	OLIVAREZ MADRUGA	09855	0811202001	8/10/2020	11168	6/30/2020	JUN 2020 - MONTHLY BASE RETAINER	59,833.43	
R	OLIVAREZ MADRUGA	09855	0811202002	8/10/2020	11403	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - 12432 VALLEY BLVI	477.00	
R	OLIVAREZ MADRUGA	09855	0811202003	8/10/2020	11169	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - 2017 METROLINK T	11,051.50	
R	OLIVAREZ MADRUGA	09855	0811202004	8/10/2020	11392	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - 2018 WATER BONI	256.00	
R	OLIVAREZ MADRUGA	09855	0811202005	8/10/2020	11171	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - 2020 WATER REFU	72.00	
R	OLIVAREZ MADRUGA	09855	0811202006	8/10/2020	11165	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - 3701 SANTA ANIT/	2,214.49	
R	OLIVAREZ MADRUGA	09855	0811202007	8/10/2020	11385	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - APARTMENT INSPE	6,650.00	
R	OLIVAREZ MADRUGA	09855	0811202008	8/10/2020	11176	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - AREA Y DISPOSITIO	96.00	
R	OLIVAREZ MADRUGA	09855	0811202009	8/10/2020	11174	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - ARCADIA LOGISTIC	315.00	
R	OLIVAREZ MADRUGA	09855	0811202010	8/10/2020	11178	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - AUSTIN V. EMPD	200.00	
R	OLIVAREZ MADRUGA	09855	0811202011	8/10/2020	11177	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - BANNISTER	592.31	
R	OLIVAREZ MADRUGA	09855	0811202012	8/10/2020	11397	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - CANNABIS/9860 GI	45.00	
R	OLIVAREZ MADRUGA	09855	0811202013	8/10/2020	11166	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - CANNABIS REGULA	8,664.00	
R	OLIVAREZ MADRUGA	09855	0811202014	8/10/2020	11401	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - CIVIL UNREST RESP	1,012.50	
R	OLIVAREZ MADRUGA	09855	0811202015	8/10/2020	11167	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - COVID 19 LEGAL RE	4,112.00	
R	OLIVAREZ MADRUGA	09855	0811202016	8/10/2020	11384	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - DOMICILE POLICY F	7,977.50	
R	OLIVAREZ MADRUGA	09855	0811202018	8/10/2020	11391	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - GOODMAN INDUS	202.50	
R	OLIVAREZ MADRUGA	09855	0811202019	8/10/2020	11380	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - HR - EMPLOYEE DI	340.00	

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R	OLIVAREZ MADRUGA	09855	0811202020	8/10/2020	11381	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - HR - LABOR NEGOT	2,996.50	
R	OLIVAREZ MADRUGA	09855	0811202021	8/10/2020	11382	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - HR - POLICE EMPLC	1,775.00	
R	OLIVAREZ MADRUGA	09855	0811202022	8/10/2020	11400	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - KB HOMES	300.00	
R	OLIVAREZ MADRUGA	09855	0811202023	8/10/2020	11172	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - MERCY HOUSING	1,873.50	
R	OLIVAREZ MADRUGA	09855	0811202024	8/10/2020	11175	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - MOBILEHOME PAR	2,587.50	
R	OLIVAREZ MADRUGA	09855	0811202025	8/10/2020	11182	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - OPERABLE UNIT	4,445.00	
R	OLIVAREZ MADRUGA	09855	0811202026	8/10/2020	11405	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - OUTDOOR ADVERT	6,987.50	
R	OLIVAREZ MADRUGA	09855	0811202027	8/10/2020	11179	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - OVERSIGHT BOAR	384.00	
R	OLIVAREZ MADRUGA	09855	0811202028	8/10/2020	11162	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - PARK REPLACEMEN	6,587.50	
R	OLIVAREZ MADRUGA	09855	0811202029	8/10/2020	11164	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - PENSION BONDS	13,105.50	
R	OLIVAREZ MADRUGA	09855	0811202030	8/10/2020	11404	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - PRA CONFLICT ANA	1,499.50	
R	OLIVAREZ MADRUGA	09855	0811202031	8/10/2020	11379	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - PUBLIC RECORDS R	2,297.50	
R	OLIVAREZ MADRUGA	09855	0811202032	8/10/2020	11398	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - QUIMBY FEE ANAL	192.00	
R	OLIVAREZ MADRUGA	09855	0811202033	8/3/2020	11163	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - RIDDLE FREEWAY S	264.00	
R	OLIVAREZ MADRUGA	09855	0811202034	8/10/2020	11170	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - ROSS NISSAN FREE	2,460.00	
R	OLIVAREZ MADRUGA	09855	0811202035	8/10/2020	11394	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - SAFEWAY DEMOLIT	45.00	
R	OLIVAREZ MADRUGA	09855	0811202036	8/10/2020	11388	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - SOLID WASTE/VALI	2,485.50	
R	OLIVAREZ MADRUGA	09855	0811202037	8/10/2020	11173	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - TDF	384.00	
R	OLIVAREZ MADRUGA	09855	0811202038	8/10/2020	11386	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - TV LLC	792.00	
R	OLIVAREZ MADRUGA	09855	0811202039	8/10/2020	11383	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - WIRELESS - APPLIC	3,462.50	
R	OLIVAREZ MADRUGA	09855	0811202040	8/10/2020	11181	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - WIRELESS - GENER	540.00	
R	OLIVAREZ MADRUGA	09855	0811202040	8/10/2020	11183	6/30/2020	JUN 2020 - SPECIAL LEGAL SERVICES - GATEWAY GRAPEV	9,057.00	<b>168,632.23</b>
R	OUR SAVIOUR CENTER	01687	1093080	8/20/2020	FOOD BANK	8/17/2020	MOUNTAIN VIEW CENTER FOOD BANK	27,628.13	<b>27,628.13</b>
R	OUTFRONT MEDIA	13430	0817202004	7/24/2020	07.23.20	7/23/2020	ROSS NISSAN BILLBOARD SIGN - DEMOLITION & CONSTR	250,000.00	<b>250,000.00</b>
R	PALETERIA LA REYNA DE	13280	1093136	8/20/2020	8.14.20	8/19/2020	8/14/20 DRIVE-IN-MOVIE RESTAURANT COUPON REBATE	45.00	<b>45.00</b>
R	PAT'S TIRE SERVICE	02962	1093137	8/20/2020	43459	7/28/2020	USED TIRE FOR PW MAINT DIV.	260.38	<b>260.38</b>
R	PIARA PIZZA	13346	1093138	8/20/2020	8.14.20	8/19/2020	8/14/20 DRIVE-IN-MOVIE RESTAURANT COUPON REBATE	30.00	<b>30.00</b>
R	PLUMBING WHOLESALE OUTLET, INC	13386	1093139	8/20/2020	S100428114.001	7/26/2020	SVC CHRGE - PW UTIL.	25.09	<b>25.09</b>
R	PROJECT PARTNERS INC	10800	1093081	8/20/2020	9668-2	7/2/2020	05/30-06/26/20 - PROJ MANGAMENT/CONSTRUCTION S	8,696.11	
R	PROJECT PARTNERS INC	10800	1093081	8/20/2020	9668-1	7/2/2020	05/30-06/26/20 - PROJ MANGAMENT/CONSTRUCTION S	16,120.00	<b>24,816.11</b>
R	PROS AUTO BODY SHOP	13424	1093005	8/13/2020	08.10.20	8/10/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19	10,000.00	<b>10,000.00</b>
R	PUEENTE HILLS FORD	03051	1093140	8/20/2020	79644	7/30/2020	TUBE AND BRACKET FOR PD VEH. UNIT 431	117.72	<b>117.72</b>
R	QUALITY AUTO SUPPLY	08931	1093006	8/13/2020	229681-1	7/8/2020	POWER WINDOW FOR ED VEH.	89.13	
R	QUALITY AUTO SUPPLY	08931	1093043	8/13/2020	226688-1	3/30/2020	OIL/AIR CONSTR, CABIN AIR FOR PW MAINT.	195.94	
R	QUALITY AUTO SUPPLY	08931	1093043	8/13/2020	224500-1	1/31/2020	OIL/AIR FLEET, FUEL FLEET, COOLANT FILTER - PW MAINT	128.77	<b>413.84</b>
R	R&S OVERHEAD DOORS OF COMMERCE	12065	1093082	8/20/2020	22514	6/29/2020	FURNISH & INSTALL COMMERCIAL SLIDE GATE OPERATOF	12,752.00	
R	R&S OVERHEAD DOORS OF COMMERCE	12065	1093082	8/20/2020	22480	6/25/2020	SERVICE ROLL-UP DOORS - PMWD	6,600.00	
R	R&S OVERHEAD DOORS OF COMMERCE	12065	1093082	8/20/2020	22510	6/30/2020	REPAIR WROUGHT IRON FENCE AT CYPRESS YARD - PWM	3,897.00	<b>23,249.00</b>
R	RAMONA & PECK INVESTMENTS LP	07831	1093007	8/13/2020	RNTL ASSIST - R.M.	8/4/2020	RENTAL ASSISTANCE FOR ROBERT MORALES 3734 PECK R	807.00	
R	RAMONA & PECK INVESTMENTS LP	07831	1093008	8/13/2020	RNTL ASSIST - L.W.	8/6/2020	RENTAL ASSISTANCE FOR LATOYA WALKER 3734 N PECK F	875.00	<b>1,682.00</b>
R	RED WING BUSINESS ADVANTAGE	11690	1093141	8/20/2020	995-1-28695	7/28/2020	WORK BOOTS FOR TONY ROSARIO - PW UTIL. DIV.	177.37	
R	RED WING BUSINESS ADVANTAGE	11690	1093141	8/20/2020	995-1-28694	7/28/2020	WORK BOOTS FOR ROBERT HUMBLE - PW UTIL. DIV.	255.35	
R	RED WING BUSINESS ADVANTAGE	11690	1093141	8/20/2020	995-1-28693	7/28/2020	WORK BOOTS FOR ART CHAVIRA - PW UTIL. DIV.	216.79	<b>649.51</b>
R	REGENCY MANAGEMENT INC	13383	1093009	8/13/2020	RNTL ASSIST - R.R.	7/30/2020	RENTAL ASSISTANCE FOR ROLANDO RECINOS 11129 MILC	1,200.00	

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R	REGENCY MANAGEMENT INC	13383	1093010	8/13/2020	RNTL ASSIST - S.V.	8/4/2020	RENTAL ASSISTANCE FOR SANDRA VELASQUEZ 4039 MAX	1,200.00	
R	REGENCY MANAGEMENT INC	13383	1093142	8/20/2020	RNTL ASSIST - S.E.	8/12/2020	RENTAL ASSISTANCE FOR SHARON ESLITER 12032 FERRIS	1,200.00	<b>3,600.00</b>
R	RELIANT IMMEDIATE CARE	13419	1093044	8/13/2020	00746586-00	4/29/2020	03/31/20 NEW PATIENT - LEVEL 4, LAB - COVID 19 - HR/RI	392.02	
R	RELIANT IMMEDIATE CARE	13419	1093044	8/13/2020	00746585-00	4/29/2020	04/05/20 ESTABLISHED PATIENT - LEVEL 4, NARRATIVE RE	169.89	
R	RELIANT IMMEDIATE CARE	13419	1093044	8/13/2020	00746592-00	4/29/2020	04/05/20 ESTABLISHED PATIENT - LEVEL 4, NARRATIVE RE	169.89	
R	RELIANT IMMEDIATE CARE	13419	1093044	8/13/2020	00746597-00	4/29/2020	04/11/20 ESTABLISHED PATIENT - LEVEL 4, NARRATIVE RE	169.89	
R	RELIANT IMMEDIATE CARE	13419	1093044	8/13/2020	00758187-00	6/11/2020	04/06-19/20 ESTABLISHED PATIENT - LEVEL 4, NARRATIVE	1,019.34	
R	RELIANT IMMEDIATE CARE	13419	1093044	8/13/2020	00746589-00	4/29/2020	04/29/20 NEW PATIENT - LEVEL 4, LAB - COVID 19 - HR/RI	392.02	
R	RELIANT IMMEDIATE CARE	13419	1093044	8/13/2020	00746587-00	4/29/2020	04/04/20 ESTABLISHED PATIENT - LEVEL 4, NARRATIVE RE	169.89	
R	RELIANT IMMEDIATE CARE	13419	1093044	8/13/2020	00746594-00	4/29/2020	04/02/20 ESTABLISHED PATIENT - LEVEL 4, NARRATIVE RE	169.89	
R	RELIANT IMMEDIATE CARE	13419	1093044	8/13/2020	00758386-00	6/11/2020	05/24,27/20 LAB - COVID 19 NASAL SWAB, NARRATIVE RE	525.34	
R	RELIANT IMMEDIATE CARE	13419	1093044	8/13/2020	00746591-00	4/29/2020	04/01/20 NEW PATIENT - LEVEL 4, LAB - COVID 19 - HR/RI	392.02	
R	RELIANT IMMEDIATE CARE	13419	1093044	8/13/2020	00746588-00	4/29/2020	04/07/20 ESTABLISHED PATIENT - LEVEL 4, NARRATIVE RE	169.89	
R	RELIANT IMMEDIATE CARE	13419	1093044	8/13/2020	00746595-00	4/29/2020	04/03/20 ESTABLISHED PATIENT - LEVEL 4, NARRATIVE RE	169.89	
R	RELIANT IMMEDIATE CARE	13419	1093044	8/13/2020	00746584-00	4/29/2020	04/02/20 NEW PATIENT- LEVEL 4, LAB - COVID 19 - HR/RM	392.02	
R	RELIANT IMMEDIATE CARE	13419	1093044	8/13/2020	00746593-00	4/29/2020	03/31/20 NEW PATIENT - LEVEL 4, LAB - COVID 19 - HR/RI	392.02	
R	RELIANT IMMEDIATE CARE	13419	1093044	8/13/2020	00746590-00	4/29/2020	04/04/20 ESTABLISHED PATIENT - LEVEL 4, NARRATIVE RE	169.89	
R	RELIANT IMMEDIATE CARE	13419	1093044	8/13/2020	00746596-00	4/29/2020	04/08/20 ESTABLISHED PATIENT - LEVEL 4, NARRATIVE RE	169.89	<b>5,033.79</b>
R	REN	13428	1093011	8/13/2020	RNTL ASSIST	8/5/2020	RENTAL ASSISTANCE FOR JONATHAN ARROYO 4565 CEDA	1,200.00	<b>1,200.00</b>
R	ROMO SR.	13418	1093012	8/13/2020	RNTL ASSIST	8/3/2020	RENTAL ASSISTANCE FOR LAURA HERNANDEZ 12406 MAC	1,200.00	<b>1,200.00</b>
R	RSG, INC. (ROSENOW SPEVACEK	03158	1093083	8/20/2020	I006338	6/30/2020	JUN 2020 PRJ: CAESAR CHAVEZ FOUNDATION - HOME SLF	5,575.00	<b>5,575.00</b>
R	RUSH TRUCK CENTER, WHITTIER	02970	1093084	8/20/2020	3018955255	4/8/2020	FORD F750 TRUCK DIAGNOSTICS & REPAIR - PWMD	1,238.27	<b>1,238.27</b>
R	SAM'S CLUB DIRECT	03362	1093013	8/13/2020	0379	8/5/2020	BAGS FOR DELIVERY OF LUNCHESES FOR ELDERLY NUTRITIO	184.10	
R	SAM'S CLUB DIRECT	03365	1093143	8/20/2020	000000 - 07.08.20	7/8/2020	BOTTLE WATER, SODA, FACIAL TISSUE, FIG BARS - CMO	165.02	<b>349.12</b>
R	SAN LUIS AUTO GLASS	06652	1093145	8/20/2020	0811	7/2/2020	DOOR GLASS FOR PW MAINT.	251.00	<b>251.00</b>
R	SC FUELS	10059	1093146	8/20/2020	0266050	7/15/2020	PD FUEL (07/01/20 -07/15/20)	8,211.85	<b>8,211.85</b>
R	SCOTTY'S BRAKE & MUFFLER	03433	1093147	8/20/2020	006138	7/22/2020	SMOG CHECK FOR PW VEH. ED11	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1093147	8/20/2020	006534	7/20/2020	SMOG CHECK FOR PW VEH. PW6	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1093147	8/20/2020	006122	7/23/2020	SMOG CHECK FOR PW VEH. PW168	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1093147	8/20/2020	006164	7/27/2020	SMOG CHECK FOR PW VEH. PW32	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1093147	8/20/2020	006120	7/22/2020	SMOG CHECK FOR PW VEH. PW87	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1093147	8/20/2020	006158	7/27/2020	SMOG CHECK FOR PW VEH. PW96	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1093147	8/20/2020	006113	7/20/2020	SMOG CHECK FOR PW VEH. PW39	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1093147	8/20/2020	006144	7/23/2020	SMOG CHECK FOR PW VEH. PW35	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1093147	8/20/2020	006535	7/20/2020	SMOG CHECK FOR PW VEH. PW49	30.00	<b>270.00</b>
R	SGV COUNCIL OF GOVERNMENTS	03388	1093148	8/20/2020	6010	6/1/2020	FY 2020-2021 ANNUAL MEMEBERSHIP DUES	36,167.44	<b>36,167.44</b>
R	SMART & FINAL	03484	1093015	8/13/2020	040884	8/3/2020	POPCORN FOR DRIVE-IN-MOVIE (COVID-19)	224.82	<b>224.82</b>
R	SMART & FINAL IRIS CO	10584	1093149	8/20/2020	021972	7/8/2020	NATURE VLLY OATS, FRUIT NUT TRAIL, SWT & SLTY, WATE	71.41	<b>71.41</b>
R	SPRAGUES' READY MIX	03556	1093045	8/13/2020	231697	6/30/2020	PEA PUMP, ENVIRO FEE, ENERGY SURCHRGE- PW MAINT.	1,284.80	<b>1,284.80</b>
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170144	8/1/2020	LSR LBL, HP LASERJET CART, TONER, CLIPBOARD FOR PW	547.76	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453169945	8/1/2020	BLK TONER, ELECT DSTR, KLEENEX, PRECISE RB PV5 XFN B	346.69	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170086	8/1/2020	COPY PPR, STICKIES FOR PD	235.21	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170015	8/1/2020	OFFICE CHAIRS FOR HR	163.89	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453169965	8/1/2020	DELLOWS POWERSHRED 60MC FOR CMO	131.99	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170085	8/1/2020	FIRST AID KIT FOR PD	108.20	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453169992	8/1/2020	8.5X11 REC COPY CS FOR ENG. DIV.	94.18	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170119	8/1/2020	PURELL FOR PW	90.07	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170010	8/1/2020	DISP FACE MASKS FOR FINC.	56.52	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453169950	8/1/2020	PURELL FOR BLDG DIV.	45.03	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170033	8/1/2020	MOBILE POWER USB CHARGER FOR PD	39.90	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453169971	8/1/2020	DISP FACE MASKS FOR ENGINEERING DIV.	28.26	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453169901	8/1/2020	POPPIN SCALLOP BORDER FOR AQUATIC CTR.	17.92	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170011	8/1/2020	NITRL DISP GLOVES FOR FINC.	13.77	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453169915	8/1/2020	BLUE WAVES BRIGHTS BORDER FOR AQUATICS DIV.	9.89	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453169995	8/1/2020	DAB N SEAL 50ML 4- PCK FOR FINC.	6.57	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170130	8/1/2020	CREDIT ON ACCT FOR RETURNED PURELL FOR PW	(45.03)	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170132	8/1/2020	PENS, DESKPAD, PURELL, GLUE STICK, RULER, VELLUM BR	574.43	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170044	8/1/2020	WATER, CPY PPR, MLTYFLD TWLS, DSNFCT WIPES FOR PD	374.72	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170116	8/1/2020	ELPH 360 SLVR 20.2MP 3IN LCD FOR PW	248.81	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170081	8/1/2020	2PLY BATH 500SHT, MLTIFD TWL, BLEACH, PINE SOL - PD	200.07	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453169979	8/1/2020	MAGENTA TONER, DSNFCT WIPES, SAFETY VEST MESH FC	136.60	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170152	8/1/2020	6 COMP SHELF KIT, 7 TIER SORTER FOR PW	114.73	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170003	8/1/2020	LTR TRAY, PPR BOND COPY FOR FINC.	95.16	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170004	8/1/2020	PURELL FOR FINC.	90.07	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170060	8/1/2020	BATTERIES, HEAD PHONES FOR PD	56.68	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170040	8/1/2020	EL/MDTQ 13W T2 FOR PD	45.08	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170006	8/1/2020	DISINFECTANT SPRAY LINEN FOR FINC.	41.20	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170019	8/1/2020	LSR LBLS, STIC GRIP PENS FOR PLANNING DIV.	31.92	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453169988	8/1/2020	PURELL FOR ENG DIV.	21.65	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170026	8/1/2020	EXPO LOWODOR UF STARTR SET FOR PLANNING DIV.	14.64	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453169970	8/1/2020	CLASP MAN GUM FOR CITY CLKS	10.11	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453169986	8/1/2020	NITRL GLOVES FOR ENG. DIV.	7.08	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453169943	8/1/2020	ALL-PURPOSE BRUSH FOR ECON DEV.DIV.	4.63	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453169997	8/1/2020	CREDIT ON ACCT FOR RETURNED ITEM FOR FINC.	(164.66)	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170043	8/1/2020	36X18X42 SU COUNT HI CAB PTY FOR PD	880.90	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170067	8/1/2020	TONER, FORKS, SPOONS, KNIVES, CUPS, PLATES FOR PD	405.88	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453169959	8/1/2020	COPY PPR, CORD DETANGLER FOR BLDG DIV.	331.89	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	453170107	8/1/2020	CARDER CHAIR, CLOROX WIPES FOR PD	220.98	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170075	8/1/2020	CD-R SPINDLE, CD/DVD PPR FOR PD	149.29	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170100	8/1/2020	HONEYWELL AIR CIRC, WATER, KCUPS FOLGRS, MAXWELL	128.85	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170064	8/1/2020	CENTON DATASTICK, 16GB 5PCK BULK FOR PD	102.28	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170031	8/1/2020	ORGZR, ACCESS HOLDR, TAPE DISP, COMMAND PIC HLDR,	92.13	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170050	8/1/2020	1PLY WHT HWT FOR PD	67.43	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453169956	8/1/2020	PM INKJOY GEL PENS FOR BLDG DIV.	53.59	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170013	8/1/2020	PURELL FOR HOUSING DIV.	45.03	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170023	8/1/2020	SUPR STRNGTH 48MMX50M FOR PLANNING DIV.	36.95	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170090	8/1/2020	USBA CABLE FOR PD	25.70	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170009	8/1/2020	CLOROX WIPES FOR FINC.	16.32	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170141	8/1/2020	PURELL FOR PW	11.55	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170052	8/1/2020	SHARPIES FOR PD	9.56	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453169985	8/1/2020	BP WHELOTION HAND SOAP FOR ENGINEERING DIV.	5.76	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170155	8/1/2020	CREDIT ON ACCT FOR RETURNED ITEMS- SAFCO MESH 6 C	(99.12)	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170111	8/1/2020	WHITEBOARD ALUM FRAME FOR PW	722.69	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170103	8/1/2020	COPY PPR, TWLS, PINE SOL, WATER FOR PD	396.90	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170094	8/1/2020	CORR TAPE, PENS, REMN HP 950BLK, COPY PPR, BLEACH	314.80	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453169967	8/1/2020	BINDER CLPS, CALL BELL, 3X3 POP UPS, UNIBALL PENS, M	200.65	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170150	8/1/2020	BINDER, COPY PPR, STAMPER FOR PW	138.22	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170092	8/1/2020	MLTFD TWLS, 45 GAL BLK, 1 PLY WHT HWT FOR PD	127.67	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170054	8/1/2020	WATER, STOR BOXES FOR PD	99.27	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170128	8/1/2020	COPY PPR FOR PW	91.37	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453169942	8/1/2020	DOC HOLDER, DUST OFF, LSR LBL - ECON DEV.	65.54	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170114	8/1/2020	TAPE MEASURE FOR PW	52.76	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453170028	8/1/2020	PENCIL CUP, EXPO 12 PC, ERASE KIT, INKJOY GEL PENS FO	41.92	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453169955	8/1/2020	CLIPBOARD, CASE, STRGE, PORT FOR BLDG DIV.	32.22	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453169953	8/1/2020	HAND SANITIZER WIPES FOR BLDG DIV.	22.88	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453169930	8/1/2020	MULTI COLOR FISH DIE CUT CLASS FOR AQUATIC CTR.	15.81	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453169954	8/1/2020	PERF PAD FOR BLDG DIV.	10.18	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453169974	8/1/2020	NITRILE GLOVES FOR ENGINEERING DIV.	7.81	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453169962	8/1/2020	COILED TELE HANDSET CORD FOR BLDG	4.72	
R	STAPLES BUSINESS ADVANTAGE	04277	1093020	8/13/2020	3453169963	8/1/2020	CREDIT ON ACCT FOR RETURNED ITEMS FOR CMO	(131.99)	8,492.13
R	SUKHRIYA INC.	06103	1093021	8/13/2020	08.10.20	8/10/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19	10,000.00	10,000.00
R	SUNBELT RENTALS INC	03609	1093154	8/20/2020	103164619-0001	7/6/2020	HYD HMR - SKIDSTEER ONLY FOR PW MAINT.	307.61	307.61
R	SUPER UNIQUE AUTO REPAIR	12311	1093155	8/20/2020	17108	7/31/2020	PD VEH REPAIRS FOR UNIT 431	612.39	612.39
R	T&B PLANNING, INC.	12881	1093046	8/13/2020	20-6874 (FY19-20)	7/31/2020	MAY-JUN 2020 PROF SVCS RENDERED - PLANNING DIV.	5,397.00	5,397.00
R	THE EXCHANGE AT GATEWAY	13322	1093022	8/13/2020	RNTL ASSIST - C.C.	7/22/2020	RENTAL ASSISTANCE FOR CHUNHUI CHEN 10562 SANTA F	855.00	855.00
R	THE OFFICE FURNITURE EXPERT	13121	1093085	8/20/2020	10998	6/19/2020	CUBICLES FOR PW UTIL DIV.	7,845.20	7,845.20
R	THE RAMSAY GROUP	09935	1093047	8/13/2020	003 / 06.30.2020	6/30/2020	PREPARE CONSOLIDATED ACTION PLAN & ANALYSIS OF IN	12,350.00	12,350.00
R	THE WORKSHOP	03914	1093023	8/13/2020	67504	7/16/2020	EMPD FORM 140 6X9 EVIDENCE ENVELOPES - PD	501.60	501.60
R	THOMAS	06701	1093158	8/20/2020	SEP 2020	8/18/2020	SEP 2020 SPOUSAL RETIREE MEDICARE REIMBURSEMENT	462.70	462.70
R	THOMSON REUTERS - WEST PAYMENT	03872	1093048	8/13/2020	842492058	6/4/2020	05/05/20-06/04/20 SUBSCRIPTION PRODUCT CHARGES - I	3,124.00	3,124.00
R	TIME WARNER CABLE	13054	1093024	8/13/2020	103883501-07/20	7/1/2020	INV #103883501070120 JUL 2020 DATA SRVC FOR ICI RAC	739.76	
R	TIME WARNER CABLE	13054	1093024	8/13/2020	103883501-08/20	8/1/2020	INV #103883501080120 AUG 2020 DATA SRVC FOR ICI RA	746.72	1,486.48
R	TYLER TECHNOLOGIES	03723	1093086	8/20/2020	045-308015	6/26/2020	ENERGOV DEVELOPMENT SUITE & LICENSES FOR ECON D	153,545.00	
R	TYLER TECHNOLOGIES	03723	1093159	8/20/2020	045-308015 FY20-21	6/26/2020	6/25/20 - 06/25/21 ENERGOV SUPPORT MAINTENANCE -	42,820.00	196,365.00
R	U S ARMOR	03759	1093087	8/20/2020	28645	6/30/2020	ENFORCER CONCEAL XLT3A-01 (M) NIJ.04/ .05-RIPSTOP, C	771.30	
R	U S ARMOR	03759	1093087	8/20/2020	28636	6/30/2020	ENFORCER CONCEAL XLT3A-01 (M) NIJ.04/ .05-RIPSTOP, C	771.30	
R	U S ARMOR	03759	1093160	8/20/2020	29209	8/14/2020	ENFORCER CONCEAL XLT3A-01 (M) NIJ.04/ .05-RIPSTOP, F	1,257.50	2,800.10
R	UNDERGROUND SERVICE ALERT OF	03732	1093088	8/20/2020	320200230	4/1/2020	ELMO1/ELMO2 NEW TICKET CHARGES FOR PW MAINT DI'	473.65	
R	UNDERGROUND SERVICE ALERT OF	03732	1093088	8/20/2020	18DSBFE5661	11/1/2019	CALIF. STATE FEE FOR REGULATORY COSTS DIG SAFE BRD	173.47	
R	UNDERGROUND SERVICE ALERT OF	03732	1093088	8/20/2020	DSB20192709	6/1/2020	CALIF. STATE FEE FOR REGULATORY COSTS DIG SAFE BRD	131.94	
R	UNDERGROUND SERVICE ALERT OF	03732	1093088	8/20/2020	18DSBFE5052	10/1/2019	CALIF. STATE FEE FOR REGULATORY COSTS DIG SAFE BRD	173.47	
R	UNDERGROUND SERVICE ALERT OF	03732	1093088	8/20/2020	DSB20192076	5/1/2020	CALIF. STATE FEE FOR REGULATORY COSTS DIG SAFE BRD	131.94	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	UNDERGROUND SERVICE ALERT OF	03732	1093088	8/20/2020	420200234	5/1/2020	ELMO1/ELMO2 NEW TICKET CHARGES FOR PW MAINT DI'	260.80	
R	UNDERGROUND SERVICE ALERT OF	03732	1093088	8/20/2020	DSB20191443	4/1/2020	CALIF. STATE FEE FOR REGULATORY COSTS DIG SAFE BRD	131.94	
R	UNDERGROUND SERVICE ALERT OF	03732	1093088	8/20/2020	520200236	6/1/2020	ELMO1/ELMO2 NEW TICKET CHARGES FOR PW MAINT DI'	351.55	
R	UNDERGROUND SERVICE ALERT OF	03732	1093088	8/20/2020	18DSBFE6880	1/1/2020	CALIF. STATE FEE FOR REGULATORY COSTS DIG SAFE BRD	173.47	
R	UNDERGROUND SERVICE ALERT OF	03732	1093161	8/20/2020	DSB20193342	7/1/2020	CALIF. STATE FEE FOR REGULATORY COSTS DIG SAFE BRD	131.94	
R	UNDERGROUND SERVICE ALERT OF	03732	1093161	8/20/2020	620200232	7/1/2020	ELMO1/ELMO2 NEW TICKET CHARGES FOR PW MAINT DI'	356.50	2,490.67
R	UNITED PARCEL SERVICE (UPS)	03739	1093026	8/13/2020	000090X141310	8/1/2020	REPLENISH SHIPPING ACCT #90X141 - CITYWIDE	2,000.00	2,000.00
R	V & V MANUFACTURING INC	03774	1093049	8/13/2020	50289	2/14/2020	PLAIN BOOK STYLE ID CASE, ADD "HONORABLY RETIRED"	31.85	
R	V & V MANUFACTURING INC	03774	1093049	8/13/2020	50988	6/19/2020	PD BADGE REFINISHED OFFICER #578	28.55	60.40
R	VALENCIA	13425	1093028	8/13/2020	08.10.20	8/10/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19	5,413.66	5,413.66
R	VALENZUELA	13444	1093163	8/20/2020	RNTL ASSIST	8/17/2020	RENTAL ASSISTANCE FOR SONIA REYNOSO 2439 PARKWA	1,200.00	1,200.00
R	VAZQUEZ	13426	1093029	8/13/2020	08.10.20	8/10/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19	10,000.00	10,000.00
R	VOLUNTEERS OF AMERICA OF	08233	1093089	8/20/2020	APR 2020	7/17/2020	APR 2020 ESG STREET OUTREACH PROGRAM - HOUSING	1,698.16	
R	VOLUNTEERS OF AMERICA OF	08233	1093089	8/20/2020	APR 2020	7/17/2020	APR 2020 ESG RAPID RE-HOUSING PRG - HOUSING	5,068.05	
R	VOLUNTEERS OF AMERICA OF	08233	1093089	8/20/2020	APR 2020	7/17/2020	APR 2020 ESG HOMELESS PREVENTION PROGRAM - HOU!	727.35	7,493.56
R	WALL & FLOOR TILE	13427	1093030	8/13/2020	08.10.20	8/10/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19	10,000.00	10,000.00
R	WALTERS WHOLESALE ELECTRIC CO.	06406	1093050	8/13/2020	S115198785.001	3/11/2020	BALL FIELD LIGHTS FOR PARKS - PWMD	1,268.05	
R	WALTERS WHOLESALE ELECTRIC CO.	06406	1093050	8/13/2020	S115198785.002	3/11/2020	BALL FIELD LIGHTS FOR PARKS - PWMD	458.97	1,727.02
R	WESCO RECEIVABLES CORP	07426	1093090	8/20/2020	934314	6/17/2020	STREET LIGHT LED CONVERSION SUPPLIES & MATERIALS -	19,800.00	
R	WESCO RECEIVABLES CORP	07426	1093090	8/20/2020	938562	6/23/2020	STREET LIGHT LED CONVERSION SUPPLIES & MATERIALS -	8,282.45	
R	WESCO RECEIVABLES CORP	07426	1093090	8/20/2020	935332	6/18/2020	LED LIGHT FOR GATEWAY LOT - PWMD	1,335.72	29,418.17
R	WESTERN EXTERMINATOR COMPANY	05952	1093091	8/20/2020	8210368	6/30/2020	JUN 2020 PEST CONTROL SRVCS FOR CHE - PWMD	55.00	
R	WESTERN EXTERMINATOR COMPANY	05952	1093091	8/20/2020	8228231	6/30/2020	JUN 2020 PEST CONTROL SRVCS FOR COMM CTR - PWMD	55.00	
R	WESTERN EXTERMINATOR COMPANY	05952	1093091	8/20/2020	8210367	6/30/2020	JUN 2020 PEST CONTROL SRVCS FOR CHW - PWMD	55.00	
R	WESTERN EXTERMINATOR COMPANY	05952	1093091	8/20/2020	8228230	6/30/2020	JUN 2020 PEST CONTROL SRVCS FOR LA HISTORIA SOCIET	55.00	
R	WESTERN EXTERMINATOR COMPANY	05952	1093091	8/20/2020	8164300	5/28/2020	BED BUG TREATMENT - SR CTR	220.00	
R	WESTERN EXTERMINATOR COMPANY	05952	1093091	8/20/2020	8228229	6/30/2020	JUN 2020 PEST CONTROL SRVCS FOR MUSEUM - PWMD	55.00	
R	WESTERN EXTERMINATOR COMPANY	05952	1093091	8/20/2020	8228228	6/30/2020	JUN 2020 PEST CONTROL SRVCS FOR MTN VIEW PARK - P'	40.00	
R	WESTERN EXTERMINATOR COMPANY	05952	1093091	8/20/2020	8244259	6/30/2020	GOPHER TREATMENT - PWMD	3,200.00	
R	WESTERN EXTERMINATOR COMPANY	05952	1093091	8/20/2020	8210369	6/30/2020	JUN 2020 PEST CONTROL SRVCS FOR PD MAIN STATION -	55.00	
R	WESTERN EXTERMINATOR COMPANY	05952	1093091	8/20/2020	8228233	6/30/2020	JUN 2020 PEST CONTROL SRVCS FOR PD ADMIN - PWMD	55.00	
R	WESTERN EXTERMINATOR COMPANY	05952	1093091	8/20/2020	8228232	6/30/2020	JUN 2020 PEST CONTROL SRVCS FOR AQUATIC CTR - PWN	45.00	3,890.00
R	WILKIES FLORIST	04960	1093092	8/20/2020	13382	6/4/2020	SERENITY FLOWER BASKET FOR COUNCILWOMAN JESSIC/	109.00	109.00
R	WILLDAN ENGINEERING	03897	1093051	8/13/2020	619519	7/13/2020	PROF SVCS RENDERED THRU 06.30.20 4303, 4305,4313 RI	525.00	
R	WILLDAN ENGINEERING	03897	1093093	8/20/2020	00332626	7/3/2020	SRVC THRU 05/29/20 (10949 GARVEY AVE PLAN CHECK) -	1,688.52	
R	WILLDAN ENGINEERING	03897	1093093	8/20/2020	00332630	7/3/2020	SRVC THRU 07/03/20 (3900 ARDEN DR) - ENGINEERING	1,430.00	
R	WILLDAN ENGINEERING	03897	1093093	8/20/2020	00618995	3/26/2020	SRVC THRU 04/03/20 EL MONTE SANTA ANITA TS - ENGIN	6,375.50	
R	WILLDAN ENGINEERING	03897	1093093	8/20/2020	00619328	5/28/2020	SRVC THRU 05/01/20 CITY ENTRY SIGN DESIGN & CONSTF	5,840.00	
R	WILLDAN ENGINEERING	03897	1093094	8/20/2020	00619507	7/10/2020	PROF SVCS RENDERED THRU 07.02.20 CITY ENGRY SIGN D	4,685.00	
R	WILLDAN ENGINEERING	03897	1093094	8/20/2020	00619460	7/10/2020	PROF SVCS RENDERED THRU 05.29.20 CITY ENTRY SIGN C	6,605.00	
R	WILLDAN ENGINEERING	03897	1093095	8/20/2020	2020-07-31	7/31/2020	PROF SVCS RENDERED THRU 06.30.20 11412 STEWART ST	792.50	27,941.52
<b>R</b>	<b>Regular Vendor Total</b>								<b>5,337,771.73</b>
T	HOME DEPOT	06479	1093119	8/20/2020	4020473	7/22/2020	EQUIPMENT FOR TROLLEY STN STAFF - TRANSP.	798.27	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
T	HOME DEPOT	06479	1093119	8/20/2020	3541183	7/23/2020	KEYS FOR NEW TROLLEY STN FOR PW STAFF	22.95	
T	HOME DEPOT	06479	1093119	8/20/2020	0544607	7/6/2020	KEYS FOR NEW TROLLEY STN FOR PW STAFF	49.17	<b>870.39</b>
T	MAINTEX INC	02625	1093131	8/20/2020	793162-01	7/21/2020	DISP SOAP FOR PW MAINT.	73.38	<b>73.38</b>
T	NAPA AUTO PARTS	02791	1093135	8/20/2020	0523-275060	7/31/2020	OIL FILTER FOR PD UNIT 295	10.98	
T	NAPA AUTO PARTS	02791	1093135	8/20/2020	0523-275739	8/7/2020	QTR PAL DISP 4PC MATS FOR PD UNIT 250	11.00	
T	NAPA AUTO PARTS	02791	1093135	8/20/2020	0523-276187	8/12/2020	GAS SHOCKS FOR PD VEH. UNIT 250	456.46	<b>478.44</b>
T	SAN GABRIEL VALLEY WATER CO	03406	1093014	8/13/2020	738500-08/20	8/4/2020	AC#1-1-005-7385-0-0 (07/02-08/03/20)	289.18	
T	SAN GABRIEL VALLEY WATER CO	03406	1093014	8/13/2020	200410-08/20	8/6/2020	AC#1-1-011-2004-1-0 (07/07-08/05/20)	183.04	
T	SAN GABRIEL VALLEY WATER CO	03406	1093014	8/13/2020	614130-08/20	8/4/2020	AC#1-1-005-6141-3-0 (07/02-08/03/20)	106.30	
T	SAN GABRIEL VALLEY WATER CO	03406	1093014	8/13/2020	591701-08/20	8/4/2020	AC#1-1-005-5917-0-1 (07/02-08/03/20)	57.20	
T	SAN GABRIEL VALLEY WATER CO	03406	1093014	8/13/2020	614000-08/20	8/4/2020	AC#1-1-005-6140-0-0 (07/02-08/03/20)	26.84	
T	SAN GABRIEL VALLEY WATER CO	03406	1093014	8/13/2020	160550-08/20	8/6/2020	AC#1-1-011-1605-5-0 (07/07-08/05/20)	22.87	
T	SAN GABRIEL VALLEY WATER CO	03406	1093014	8/13/2020	622700-08/20	8/4/2020	AC#1-1-005-6227-0-0 (07/02-08/03/20)	404.39	
T	SAN GABRIEL VALLEY WATER CO	03406	1093014	8/13/2020	123501-08/20	8/3/2020	AC#1-1-001-1235-0-1 (07/01-07/31/20)	183.04	
T	SAN GABRIEL VALLEY WATER CO	03406	1093014	8/13/2020	920651-08/20	8/5/2020	AC#1-1-009-9206-5-1 (07/06-08/04/20)	114.38	
T	SAN GABRIEL VALLEY WATER CO	03406	1093014	8/13/2020	508000-08/20	8/4/2020	AC#1-1-005-5080-0-0 (07/02-08/03/20)	57.20	
T	SAN GABRIEL VALLEY WATER CO	03406	1093014	8/13/2020	951951-08/20	8/5/2020	AC#1-1-009-9519-5-1 (07/06-08/04/20)	34.31	
T	SAN GABRIEL VALLEY WATER CO	03406	1093014	8/13/2020	908700-08/20	8/5/2020	AC#1-1-009-9087-0-0 (07/06-08/04/20)	22.87	
T	SAN GABRIEL VALLEY WATER CO	03406	1093014	8/13/2020	604800-08/20	8/4/2020	AC#1-1-005-6048-0-0 (07/02-08/03/20)	253.43	
T	SAN GABRIEL VALLEY WATER CO	03406	1093014	8/13/2020	440300-08/20	8/6/2020	AC#1-1-013-4403-0-0 (07/07-08/05/20)	122.33	
T	SAN GABRIEL VALLEY WATER CO	03406	1093014	8/13/2020	579301-08/20	8/4/2020	AC#1-1-005-5793-0-1 (07/02-08/03/20)	73.09	
T	SAN GABRIEL VALLEY WATER CO	03406	1093014	8/13/2020	950701-08/20	8/5/2020	AC#1-1-009-9507-0-1 (07/06-08/04/20)	57.20	
T	SAN GABRIEL VALLEY WATER CO	03406	1093014	8/13/2020	487000-08/20	8/3/2020	AC#1-1-003-4870-0-0 (07/01-07/31/20)	22.87	
T	SAN GABRIEL VALLEY WATER CO	03406	1093014	8/13/2020	201000-08/20	8/6/2020	AC#1-1-011-2010-0-0 (07/07-08/05/20)	22.87	
T	SAN GABRIEL VALLEY WATER CO	03406	1093014	8/13/2020	440500-08/20	8/6/2020	AC#1-1-013-4405-0-0 (07/07-08/05/20)	487.82	
T	SAN GABRIEL VALLEY WATER CO	03406	1093014	8/13/2020	621760-08/20	8/4/2020	AC#1-1-005-6217-6-0 (07/02-08/03/20)	205.75	
T	SAN GABRIEL VALLEY WATER CO	03406	1093014	8/13/2020	595651-08/20	8/4/2020	AC#1-1-005-5956-5-1 (07/02-08/03/20)	114.38	
T	SAN GABRIEL VALLEY WATER CO	03406	1093014	8/13/2020	926501-08/20	8/5/2020	AC#1-1-009-9265-0-1 (07/06-08/04/20)	61.17	
T	SAN GABRIEL VALLEY WATER CO	03406	1093014	8/13/2020	160511-08/20	8/6/2020	AC#1-1-011-1605-1-1 (07/07-08/05/20)	57.20	
T	SAN GABRIEL VALLEY WATER CO	03406	1093014	8/13/2020	614100-08/20	8/4/2020	AC#1-1-005-6141-0-0 (07/02-08/03/20)	22.87	
T	SAN GABRIEL VALLEY WATER CO	03406	1093144	8/20/2020	225610-08/20	8/11/2020	AC#1-1-032-2256-1-0 (07/10-08/10/20)	368.64	
T	SAN GABRIEL VALLEY WATER CO	03406	1093144	8/20/2020	702651-08/20	8/7/2020	AC#1-1-017-7026-5-1 (07/08-08/06/20)	237.54	
T	SAN GABRIEL VALLEY WATER CO	03406	1093144	8/20/2020	850200-08/20	8/4/2020	AC#1-1-008-8502-0-0 (07/02-08/03/20)	183.04	
T	SAN GABRIEL VALLEY WATER CO	03406	1093144	8/20/2020	020000-08/20	8/10/2020	AC#1-1-020-0200-0-0 (07/09-08/07/20)	118.35	
T	SAN GABRIEL VALLEY WATER CO	03406	1093144	8/20/2020	140401-08/20	8/6/2020	AC#1-1-011-1404-0-1 (07/07-08/05/20)	114.38	
T	SAN GABRIEL VALLEY WATER CO	03406	1093144	8/20/2020	571000-08/20	8/12/2020	AC#1-1-034-5710-0-0 (07/13-08/11/20)	57.20	
T	SAN GABRIEL VALLEY WATER CO	03406	1093144	8/20/2020	526401-08/20	8/7/2020	AC#1-1-015-5264-0-1 (07/08-08/06/20)	246.61	
T	SAN GABRIEL VALLEY WATER CO	03406	1093144	8/20/2020	412900-08/20	8/6/2020	AC#1-1-013-4129-0-0 (07/07-08/05/20)	201.78	
T	SAN GABRIEL VALLEY WATER CO	03406	1093144	8/20/2020	974900-08/20	8/11/2020	AC#1-1-019-9749-0-0 (07/10-08/10/20)	130.27	
T	SAN GABRIEL VALLEY WATER CO	03406	1093144	8/20/2020	282000-08/20	8/11/2020	AC#1-1-032-2820-0-0 (07/10-08/10/20)	114.38	
T	SAN GABRIEL VALLEY WATER CO	03406	1093144	8/20/2020	202501-08/20	8/6/2020	AC#1-1-011-2025-0-1 (07/07-08/05/20)	65.14	
T	SAN GABRIEL VALLEY WATER CO	03406	1093144	8/20/2020	122500-08/20	8/10/2020	AC#1-1-021-1225-0-0 (07/09-08/07/20)	22.87	
T	SAN GABRIEL VALLEY WATER CO	03406	1093144	8/20/2020	850000-08/20	8/4/2020	AC#1-1-008-8500-0-0 (07/02-08/03/20)	3,110.98	
T	SAN GABRIEL VALLEY WATER CO	03406	1093144	8/20/2020	412700-08/20	8/6/2020	AC#1-1-013-4127-0-0 (07/07-08/05/20)	238.66	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
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T	SAN GABRIEL VALLEY WATER CO	03406	1093144	8/20/2020	254001-08/20	8/11/2020	AC#1-1-032-2540-0-1 (07/10-08/10/20)	124.73	
T	SAN GABRIEL VALLEY WATER CO	03406	1093144	8/20/2020	811100-08/20	8/4/2020	AC#1-1-008-8111-0-0 (07/02-08/03/20)	114.38	
T	SAN GABRIEL VALLEY WATER CO	03406	1093144	8/20/2020	436520-08/20	8/12/2020	AC#1-1-034-4365-2-0 (07/13-08/11/20)	57.20	
T	SAN GABRIEL VALLEY WATER CO	03406	1093144	8/20/2020	841900-08/20	8/4/2020	AC#1-1-008-8419-0-0 (07/02-08/03/20)	348.77	
T	SAN GABRIEL VALLEY WATER CO	03406	1093144	8/20/2020	442900-08/20	8/6/2020	AC#1-1-013-4429-0-0 (07/07-08/05/20)	221.64	
T	SAN GABRIEL VALLEY WATER CO	03406	1093144	8/20/2020	241101-08/20	8/6/2020	AC#1-1-011-2411-0-1 (07/07-08/05/20)	162.05	
T	SAN GABRIEL VALLEY WATER CO	03406	1093144	8/20/2020	008700-08/20	8/10/2020	AC#1-1-020-0087-0-0 (07/09-08/07/20)	114.38	
T	SAN GABRIEL VALLEY WATER CO	03406	1093144	8/20/2020	365501-08/20	8/6/2020	AC#1-1-013-3655-0-1 (07/07-08/05/20)	114.38	
T	SAN GABRIEL VALLEY WATER CO	03406	1093144	8/20/2020	105200-08/20	8/6/2020	AC#1-1-011-1052-0-0 (07/07-08/05/20)	57.20	9,718.16
T	SOUTHERN CALIFORNIA EDISON	03520	1093016	8/13/2020	1938081-0820	8/7/2020	AC#2-01-193-8081 (07/01-08/01/20)	48,923.22	
T	SOUTHERN CALIFORNIA EDISON	03520	1093016	8/13/2020	1938073-0820	8/4/2020	AC#2-01-193-8073 (07/01-08/01/20)	678.31	
T	SOUTHERN CALIFORNIA EDISON	03520	1093016	8/13/2020	5366479-0820	8/4/2020	AC#2-01-536-6479 (07/01-08/01/20)	142.96	
T	SOUTHERN CALIFORNIA EDISON	03520	1093016	8/13/2020	5365307-0820	8/5/2020	AC#2-01-536-5307 (07/06-08/04/20)	60.30	
T	SOUTHERN CALIFORNIA EDISON	03520	1093016	8/13/2020	5365356-0820	8/6/2020	AC#2-01-536-5356 (07/07-08/05/20)	55.57	
T	SOUTHERN CALIFORNIA EDISON	03520	1093016	8/13/2020	5367394-0820	8/7/2020	AC#2-01-536-7394 (07/08-08/06/20)	50.68	
T	SOUTHERN CALIFORNIA EDISON	03520	1093016	8/13/2020	5363146-0820	8/6/2020	AC#2-01-536-3146 (07/07-08/05/20)	7.90	
T	SOUTHERN CALIFORNIA EDISON	03520	1093016	8/13/2020	1938099-0820	8/7/2020	AC#2-01-193-8099 (07/01-08/01/20)	5,227.05	
T	SOUTHERN CALIFORNIA EDISON	03520	1093016	8/13/2020	1938230-0820	8/4/2020	AC#2-01-193-8230 (07/01-08/01/20)	543.09	
T	SOUTHERN CALIFORNIA EDISON	03520	1093016	8/13/2020	5363005-0820	8/7/2020	AC#2-01-536-3005 (07/08-08/06/20)	113.10	
T	SOUTHERN CALIFORNIA EDISON	03520	1093016	8/13/2020	5364243-0820	8/4/2020	AC#2-01-536-4243 (07/02-08/03/20)	58.28	
T	SOUTHERN CALIFORNIA EDISON	03520	1093016	8/13/2020	5365398-0820	8/8/2020	AC#2-01-536-5398 (07/09-08/07/20)	53.68	
T	SOUTHERN CALIFORNIA EDISON	03520	1093016	8/13/2020	5363260-0820	8/6/2020	AC#2-01-536-3260 (07/07-08/05/20)	28.35	
T	SOUTHERN CALIFORNIA EDISON	03520	1093016	8/13/2020	1938149-0820	8/4/2020	AC#2-01-193-8149 (07/01-08/01/20)	1,809.05	
T	SOUTHERN CALIFORNIA EDISON	03520	1093016	8/13/2020	1938107-0820	8/7/2020	AC#2-01-193-8107 (07/01-08/01/20)	516.51	
T	SOUTHERN CALIFORNIA EDISON	03520	1093016	8/13/2020	5365315-0820	8/5/2020	AC#2-01-536-5315 (07/06-08/04/20)	71.16	
T	SOUTHERN CALIFORNIA EDISON	03520	1093016	8/13/2020	5367360-0820	8/7/2020	AC#2-01-536-7360 (07/08-08/06/20)	57.45	
T	SOUTHERN CALIFORNIA EDISON	03520	1093016	8/13/2020	5365430-0820	8/8/2020	AC#2-01-536-5430 (07/09-08/07/20)	53.34	
T	SOUTHERN CALIFORNIA EDISON	03520	1093016	8/13/2020	5363419-0820	8/8/2020	AC#2-01-536-3419 (07/09-08/07/20)	22.24	
T	SOUTHERN CALIFORNIA EDISON	03520	1093016	8/13/2020	5362684-0820	8/6/2020	AC#2-01-536-2684 (07/07-08/05/20)	1,804.96	
T	SOUTHERN CALIFORNIA EDISON	03520	1093016	8/13/2020	5362536-0820	8/7/2020	AC#2-01-536-2536 (07/08-08/06/20)	408.49	
T	SOUTHERN CALIFORNIA EDISON	03520	1093016	8/13/2020	5365299-0820	8/5/2020	AC#2-01-536-5299 (07/06-08/04/20)	63.29	
T	SOUTHERN CALIFORNIA EDISON	03520	1093016	8/13/2020	5367402-0820	8/7/2020	AC#2-01-536-7402 (07/08-08/06/20)	57.29	
T	SOUTHERN CALIFORNIA EDISON	03520	1093016	8/13/2020	5365422-0820	8/8/2020	AC#2-01-536-5422 (07/09-08/07/20)	52.57	
T	SOUTHERN CALIFORNIA EDISON	03520	1093016	8/13/2020	5363393-0820	8/8/2020	AC#2-01-536-3393 (07/09-08/07/20)	11.07	
T	SOUTHERN CALIFORNIA EDISON	03520	1093017	8/13/2020	0187281-0820	8/8/2020	AC#2-31-018-7281 (07/09-08/07/20)	264.23	
T	SOUTHERN CALIFORNIA EDISON	03520	1093017	8/13/2020	9307797-0820	8/4/2020	AC#2-27-930-7797 (07/01-08/01/20)	52.67	
T	SOUTHERN CALIFORNIA EDISON	03520	1093017	8/13/2020	2630755-0820	8/4/2020	AC#2-33-263-0755 (07/01-08/01/20)	47.50	
T	SOUTHERN CALIFORNIA EDISON	03520	1093017	8/13/2020	3621100-0820	8/4/2020	AC#2-28-362-1100 (07/01-08/01/20)	35.47	
T	SOUTHERN CALIFORNIA EDISON	03520	1093017	8/13/2020	9115819-0820	8/8/2020	AC#2-23-911-5819 (07/09-08/07/20)	12.24	
T	SOUTHERN CALIFORNIA EDISON	03520	1093017	8/13/2020	3291239-0820	8/6/2020	AC#2-26-329-1239 (07/07-08/05/20)	8.65	
T	SOUTHERN CALIFORNIA EDISON	03520	1093017	8/13/2020	4543890-0820	8/8/2020	AC#2-42-454-3890 (07/09-08/07/20)	457.30	
T	SOUTHERN CALIFORNIA EDISON	03520	1093017	8/13/2020	5367451-0820	8/8/2020	AC#2-01-536-7451 (07/09-08/07/20)	56.67	
T	SOUTHERN CALIFORNIA EDISON	03520	1093017	8/13/2020	2747487-0820	8/4/2020	AC#2-36-274-7487 (07/01-08/01/20)	47.88	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
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T	SOUTHERN CALIFORNIA EDISON	03520	1093017	8/13/2020	5368145-0820	8/4/2020	AC#2-01-536-8145 (07/01-08/01/20)	18.40	
T	SOUTHERN CALIFORNIA EDISON	03520	1093017	8/13/2020	3291148-0820	8/8/2020	AC#2-26-329-1148 (07/09-08/07/20)	10.59	
T	SOUTHERN CALIFORNIA EDISON	03520	1093017	8/13/2020	3284456-0820	8/4/2020	AC#2-36-328-4456 (07/01-08/01/20)	460.65	
T	SOUTHERN CALIFORNIA EDISON	03520	1093017	8/13/2020	5367832-0820	8/4/2020	AC#2-01-536-7832 (07/02-08/03/20)	62.54	
T	SOUTHERN CALIFORNIA EDISON	03520	1093017	8/13/2020	8573152-0820	8/8/2020	AC#2-02-857-3152 (07/09-08/07/20)	49.89	
T	SOUTHERN CALIFORNIA EDISON	03520	1093017	8/13/2020	5368111-0820	8/4/2020	AC#2-01-536-8111 (07/01-08/01/20)	38.84	
T	SOUTHERN CALIFORNIA EDISON	03520	1093017	8/13/2020	1227721-0820	8/4/2020	AC#2-36-122-7721 (07/01-08/01/20)	20.11	
T	SOUTHERN CALIFORNIA EDISON	03520	1093017	8/13/2020	1013896-0820	8/7/2020	AC#2-28-101-3896 (07/08-08/06/20)	10.59	
T	SOUTHERN CALIFORNIA EDISON	03520	1093017	8/13/2020	3291221-0820	8/6/2020	AC#2-26-329-1221 (07/07-08/05/20)	8.39	
T	SOUTHERN CALIFORNIA EDISON	03520	1093017	8/13/2020	8237349-0820	8/4/2020	AC#2-38-823-7349 (07/01-08/01/20)	68.28	
T	SOUTHERN CALIFORNIA EDISON	03520	1093017	8/13/2020	5367790-0820	8/6/2020	AC#2-01-536-7790 (07/07-08/05/20)	51.62	
T	SOUTHERN CALIFORNIA EDISON	03520	1093017	8/13/2020	9159495-0820	8/4/2020	AC#2-27-915-9495 (07/01-08/01/20)	40.66	
T	SOUTHERN CALIFORNIA EDISON	03520	1093017	8/13/2020	2023477-0820	8/7/2020	AC#2-21-202-3477 (07/08-08/06/20)	34.05	
T	SOUTHERN CALIFORNIA EDISON	03520	1093017	8/13/2020	3515496-0820	8/4/2020	AC#2-26-351-5496 (07/02-08/03/20)	11.68	
T	SOUTHERN CALIFORNIA EDISON	03520	1093017	8/13/2020	3291254-0820	8/4/2020	AC#2-26-329-1254 (07/02-08/03/20)	8.39	
T	SOUTHERN CALIFORNIA EDISON	03520	1093150	8/20/2020	7330105-0820	8/12/2020	AC#2-37-733-0105 (07/13-08/11/20)	1,593.37	
T	SOUTHERN CALIFORNIA EDISON	03520	1093150	8/20/2020	0187711-0820	8/11/2020	AC#2-31-018-7711 (07/10-08/10/20)	83.59	
T	SOUTHERN CALIFORNIA EDISON	03520	1093150	8/20/2020	5366388-0820	8/11/2020	AC#2-01-536-6388 (07/10-08/10/20)	63.32	
T	SOUTHERN CALIFORNIA EDISON	03520	1093150	8/20/2020	5366628-0820	8/12/2020	AC#2-01-536-6628 (07/13-08/11/20)	42.33	
T	SOUTHERN CALIFORNIA EDISON	03520	1093150	8/20/2020	9709947-0820	8/12/2020	AC#2-25-970-9947 (07/13-08/11/20)	23.99	
T	SOUTHERN CALIFORNIA EDISON	03520	1093150	8/20/2020	9163330-0820	8/11/2020	AC#2-23-916-3330 (07/10-08/10/20)	12.07	
T	SOUTHERN CALIFORNIA EDISON	03520	1093150	8/20/2020	5366412-0820	8/11/2020	AC#2-01-536-6412 (07/10-08/10/20)	15.58	
T	SOUTHERN CALIFORNIA EDISON	03520	1093150	8/20/2020	9115900-0820	8/11/2020	AC#2-23-911-5900 (07/10-08/10/20)	11.32	
T	SOUTHERN CALIFORNIA EDISON	03520	1093150	8/20/2020	9084726-0820	8/11/2020	AC#2-23-908-4726 (07/10-08/10/20)	12,527.95	
T	SOUTHERN CALIFORNIA EDISON	03520	1093150	8/20/2020	5366305-0820	8/11/2020	AC#2-01-536-6305 (07/10-08/10/20)	160.55	
T	SOUTHERN CALIFORNIA EDISON	03520	1093150	8/20/2020	5366297-0820	8/11/2020	AC#2-01-536-6297 (07/10-08/10/20)	67.74	
T	SOUTHERN CALIFORNIA EDISON	03520	1093150	8/20/2020	5366362-0820	8/11/2020	AC#2-01-536-6362 (07/10-08/10/20)	48.97	
T	SOUTHERN CALIFORNIA EDISON	03520	1093150	8/20/2020	9118789-0820	8/11/2020	AC#2-23-911-8789 (07/10-08/10/20)	21.07	
T	SOUTHERN CALIFORNIA EDISON	03520	1093150	8/20/2020	6305414-0820	8/11/2020	AC#2-08-630-5414 (07/10-08/10/20)	11.32	
T	SOUTHERN CALIFORNIA EDISON	03520	1093150	8/20/2020	9887902-0820	8/11/2020	AC#2-00-988-7902 (07/10-08/10/20)	26.84	
T	SOUTHERN CALIFORNIA EDISON	03520	1093150	8/20/2020	5366644-0820	8/12/2020	AC#2-01-536-6644 (07/13-08/11/20)	14.12	
T	SOUTHERN CALIFORNIA EDISON	03520	1093150	8/20/2020	0660683-0820	8/12/2020	AC#2-26-066-0683 (07/13-08/11/20)	8.16	
T	SOUTHERN CALIFORNIA EDISON	03520	1093150	8/20/2020	5366974-0820	8/12/2020	AC#2-01-536-6974 (07/13-08/11/20)	168.83	
T	SOUTHERN CALIFORNIA EDISON	03520	1093150	8/20/2020	5366693-0820	8/12/2020	AC#2-01-536-6693 (07/13-08/11/20)	68.80	
T	SOUTHERN CALIFORNIA EDISON	03520	1093150	8/20/2020	2027069-0820	8/11/2020	AC#2-28-202-7069 (07/10-08/10/20)	53.26	
T	SOUTHERN CALIFORNIA EDISON	03520	1093150	8/20/2020	8443550-0820	8/12/2020	AC#2-37-844-3550 (07/13-08/11/20)	27.73	
T	SOUTHERN CALIFORNIA EDISON	03520	1093150	8/20/2020	9083876-0820	8/12/2020	AC#2-23-908-3876 (07/13-08/11/20)	515.51	
T	SOUTHERN CALIFORNIA EDISON	03520	1093150	8/20/2020	5366420-0820	8/11/2020	AC#2-01-536-6420 (07/10-08/10/20)	71.05	
T	SOUTHERN CALIFORNIA EDISON	03520	1093150	8/20/2020	5366594-0820	8/12/2020	AC#2-01-536-6594 (07/13-08/11/20)	55.10	
T	SOUTHERN CALIFORNIA EDISON	03520	1093150	8/20/2020	9584486-0820	8/11/2020	AC#2-27-958-4486 (07/10-08/10/20)	28.00	
T	SOUTHERN CALIFORNIA EDISON	03520	1093151	8/20/2020	5368640-0820	8/13/2020	AC#2-01-536-8640 (07/14-08/12/20)	50.99	
T	SOUTHERN CALIFORNIA EDISON	03520	1093151	8/20/2020	3291197-0820	8/13/2020	AC#2-26-329-1197 (07/14-08/12/20)	10.59	
T	SOUTHERN CALIFORNIA EDISON	03520	1093151	8/20/2020	6380849-0820	8/15/2020	AC#2-26-638-0849 (07/10-08/10/20)	5,391.58	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
T	SOUTHERN CALIFORNIA EDISON	03520	1093151	8/20/2020	3291163-0820	8/13/2020	AC#2-26-329-1163 (07/14-08/12/20)	10.59	
T	SOUTHERN CALIFORNIA EDISON	03520	1093151	8/20/2020	8044293-0820	8/15/2020	AC#2-36-804-4293 (07/16-08/14/20)	62.78	
T	SOUTHERN CALIFORNIA EDISON	03520	1093151	8/20/2020	3291189-0820	8/13/2020	AC#2-26-329-1189 (07/14-08/12/20)	10.59	
T	SOUTHERN CALIFORNIA EDISON	03520	1093151	8/20/2020	9084791-0820	8/12/2020	AC#2-23-908-4791 (07/10-08/10/20)	22,555.49	
T	SOUTHERN CALIFORNIA EDISON	03520	1093151	8/20/2020	3291155-0820	8/13/2020	AC#2-26-329-1155 (07/14-08/12/20)	10.91	<b>106,608.10</b>
T	SOUTHERN CALIFORNIA GAS CO	03525	1093018	8/13/2020	196719-08/20	8/7/2020	AC#196 719 3600 3 (07/07-08/05/20)	14.30	
T	SOUTHERN CALIFORNIA GAS CO	03525	1093018	8/13/2020	138117-08/20	8/10/2020	AC#138 117 3615 9 (07/08-08/06/20)	15.30	
T	SOUTHERN CALIFORNIA GAS CO	03525	1093018	8/13/2020	198819-08/20	8/7/2020	AC#198 819 3600 9 (07/07-08/05/20)	19.96	
T	SOUTHERN CALIFORNIA GAS CO	03525	1093152	8/20/2020	192117-08/20	8/13/2020	AC#192 117 9900 2 (07/13-08/11/20)	21.07	
T	SOUTHERN CALIFORNIA GAS CO	03525	1093152	8/20/2020	179517-08/20	8/12/2020	AC#179 517 8900 1 (07/10-08/10/20)	18.68	
T	SOUTHERN CALIFORNIA GAS CO	03525	1093152	8/20/2020	160617-08/20	8/13/2020	AC#160 617 7600 7 (07/13-08/11/20)	14.30	
T	SOUTHERN CALIFORNIA GAS CO	03525	1093152	8/20/2020	169419-08/20	8/14/2020	AC#169 419 0200 5 (07/14-08/12/20)	27.85	
T	SOUTHERN CALIFORNIA GAS CO	03525	1093152	8/20/2020	171519-08/20	8/14/2020	AC#171 519 0200 8 (07/14-08/12/20)	14.30	<b>145.76</b>
<b>T</b>	<b>Top Vendor Total</b>								<b>117,894.23</b>
V	COMMUNITY PARTNERS EL MONTE	11580	1088027	1/9/2020	SPONSORSHIP	1/8/2020	SPONSORSHIP FOR TAMALADA PATHWAY (VOID 8/19/20)	(25,000.00)	
V	CORELOGIC SOLUTIONS LLC	06892	1092169	7/9/2020	30485623	6/30/2020	JUN 2020 GEOGRAPHIC PKG (VOID 8/19/20)	(26.50)	
<b>V</b>	<b>Void Check Total</b>								<b>(25,026.50)</b>
<b>Grand Total</b>									<b>7,351,431.62</b>

APPROVAL OF MINUTES  
EL MONTE CITY COUNCIL REGULAR MEETING  
OF JULY 7, 2020

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

1. CALL TO ORDER: **6:08 p.m.**

2. ROLL CALL FOR CITY COUNCIL AND AUTHORITY BODIES:

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

3. APPROVAL OF AGENDA:

**WITH THE FOLLOWING EDITS/CHANGES TO THE AGENDA:**

**Items 4.3 and 4.4 have been pulled.**

**m) Mayor Quintero**

**s) Mayor Pro Tem Morales** **5-0**

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

The City Council and the various Authority Bodies whose membership is composed exclusively of the membership of the City Council (collectively, the "Council") will attempt to address and complete all Closed Session business between 6:00 p.m. and 7:00 p.m. If the Council completes all Closed Session business prior to 7:00 p.m., the Council will take a short recess and commence all Open Session proceedings promptly at 7:00 p.m. In the event the City Council is unable to address or complete all agendaized Closed Session items by 7:00 p.m., the Council will hear all such remaining items toward the end of the meeting, immediately following Council Communications. Should any member of the public wish to address the Council on any *agendaized* Closed Session matter, the Council shall allow such person to address the Council on such matter prior to going into Closed Session, provided that all persons wishing to address the Council on an agendaized Closed

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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 agenda item Closed Session matter pursuant to the Brown Act (Govt. Code Section 54950 et seq.).

**Mayor Quintero invited members of the public to address the City Council on Closed Session Items 4.1 through 4.10.**

**Mayor Quintero and the City Council recessed into Closed Session at approximately 6:10 pm. Mayor Quintero and the City Council reconvened from Closed Session at approximately 7:39 pm.**

**City Attorney Rick Olivarez reported out of Closed Session with respect to Items 4.1 through 4.10.**

- 4.1 Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiator.

Property Location:  
Channel Parcel and Fed-Ex Parcel

Name of Party City is Negotiating with:  
Stuart Riddle

City's Designated Negotiators:  
Betty Donovanik, Community and Economic Development Director; and Dave Gondek, Senior Deputy City Attorney; and Joaquin Vazquez, Assistant City Attorney

Under Discussion:  
Both Price and Terms.

**General update, no final action**

- 4.2 Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiator.

Property Location:  
Lands located to the north of the Interstate Freeway lying East of Peck Road and abutting Federal Drive in the City of El Monte.

Name of Party City is Negotiating with:  
Outfront Media

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

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Under Discussion:  
Modification of sublease payment terms.

**General update, no final action**

- 4.3 Closed Session Pursuant to Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation Regarding the Following 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.

**Item has been pulled.**

- 4.4 Closed Session Pursuant to Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation Regarding the Following Matter: Valdez (Estate of Chavez) vs. City of El Monte, et al., Los Angeles Superior Court Case No. 19STCV22449.

**Item has been pulled.**

- 4.5 Closed Session Pursuant to Government Code Section 54956.9(d)(4) – Conference with Legal Counsel Regarding Anticipated Litigation – One (1) Potential Case.

**The City Council approved a Settlement Agreement by a vote of 5-0 concerning a property dispute involving 9860 Gidley Street, El Monte copies of the settlement agreement will be available for public records.**

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

**General update, no final action**

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

**General update, no final action**

- 4.8 Closed Session Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(1) – Conference with Legal Counsel Regarding Significant Exposure to Litigation – One (1) Potential Case.

**General update, no final action**

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- 4.9 Closed Session Pursuant to Government Code Section 54957.6 – Conference with Labor Negotiator – Unrepresented Employees:

Unrepresented Employees: All

City’s Designated Negotiator: Alma K. Martinez, City Manager and John Nguyen, Human Resources/Risk Management Director

**General update, no final action**

- 4.10 Closed Session Pursuant to Government Code Section 54957.6 – Conference with Labor Negotiator – Represented Employees:

Bargaining Units Subject to Negotiations: El Monte SEIU Local 721; El Monte Police Mid-Managers Association; El Monte Police Officers Association; Management Group; and El Monte General Mid-Managers Association.

City’s Designated Negotiator: Alma K. Martinez, City Manager and John Nguyen, Human Resources/Risk Management Director

**General update, no final action**

**m) Mayor Quintero**

**s) Mayor Pro Tem Morales**

**5-0**

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: **Mayor Quintero**
6. FLAG SALUTE: **Chief of Police, David Reynoso.**
7. RECOGNITIONS, HONORS AND COMMUNITY INTEREST PRESENTATIONS: **No material submitted.**
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

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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.

Roberto Alvarez – I am a resident of El Monte for more than a decade. I think it is not right that Andre Quintero is cheating us in this way with the El Monte Promise Foundation. How is it that he stole \$10M. How is it that Jerry Velasco is saying that he should be given workers comp for crashing. It is also time to put a stop to the police who are constantly attacking us. I am very excited that I am going to vote for Mrs. Irma Zamorano for Mayor.

Dolores Estrada – For many years I have been hearing rumors about Jerry Velasco and drunk driving and Andre Quintero misusing funds from the El Monte Promise but I thought they were just rumors. The videos that have been posted on the internet in the past month confirmed my fears about the people running my city. It is clear Jerry Velasco is a drunk driver who hit Ashley Thorpe with his car and lied about his workers comp case and Andre Quintero embezzled 10 million dollars from the El Monte Promise which was supposed to be spent on our kids going to college. I want these crooks to resign and I want the FBI to charge them. We need to take our city back from these criminals.

Jonathan Hawes – I agree with Gabriel Ramirez's public comment. These issues demand an independent inquiry as they set a dangerous precedent for the city.

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Gabriel Ramirez – Good evening city council, city employees, and residents. At the last council meeting two letters were submitted to the city clerk's office in regard to Mayor Andre Quintero and Councilman Jerry Velasco. So far, these concerns have not been addressed. As your constituent I request to know when the city is going to launch investigations on the following 3 matters. First, Councilman Jerry Velasco committed felony drunk driving on November 6, 2014 after he crashed his vehicle into a young woman after leaving a bar. That evening I saw him drinking. There were also over two dozen people who saw him drinking, half of whom were uniformed El Monte police officers and elected officials. Councilman Velasco then committed felony insurance fraud for lying on the time of the accident and the reasons surrounding him being at the bar in order to fraudulently receive worker's compensation. I would like the new members of this council and city manager to be aware of what has occurred, you deserve to know the truth. To summarize, Councilman Velasco drives home from a bar at night. He runs a red light - almost killing a young girl. He falsifies information in order to receive workers compensation - which the San Gabriel Valley Tribune details, in an article dated June 16<sup>th</sup> 2015. He exaggerates his injuries while he is driven daily to city hall by city staff while receiving thousands in car allowance and travel. He then receives a massive settlement in the hundreds of thousands of dollars where the city refuses to release the settlement amount - until after the election. Second, Councilman Jerry Velasco's sexual harassment complaint that was submitted to the city two years ago. Why is this city council covering up sexual harassment made against their male colleague? Third, Mayor Quintero and Councilman Velasco embezzled \$10 million from the El Monte Promise Foundation, money that was originally for underprivileged families and students in our community. Where is that money? Where did it go? Andre Quintero and Jerry Velasco, both of you need to resign from El Monte City Council and the California Democratic Party National Convention as Delegates. I'm asking Councilwoman Maria Morales, Councilwoman Jessica Ancona, and Councilwoman Victoria Martinez-Mula to demand the city manager open an investigation on these matters. I ask our community to stand against corruption and please Vote Irma Zamorano for Mayor. It's time to elect a progressive and well-known leader in the community who will work for the people.

9. CITY TREASURER'S REPORT: **No material submitted.**

10. DEMAND RESOLUTION NO. D-624

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 \$12,285,267.94 have been examined by the City Treasurer and that warrant numbers 1091328 through 1091763 and the payroll period ending June 15, 2020 inclusive are hereby allowed in the amounts and ordered paid out of the respective funds as set forth.

m) Mayor Quintero

s) Councilmember Velasco

4-0\*

\*Although present for the quorum, Councilmember Martinez Muela was not heard to have registered a vote one way or another.



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- 12.3 Approval of Eleven (11) Qualified Firms to Provide On-Call Environmental Consulting Services.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

1. Approve selection of eleven (11) qualified firms to provide on-call Environmental Consulting Services for a three (3) year contract to be reviewed on an annual basis at the sole discretion of the City; and
2. Authorize the City Manager or her designee, to execute a Master Professional Services Agreement with the eleven (11) firms.

Total Cost: \$175,000

Account No: 100-2280

Is the cost of this item budgeted? Yes

100-61-611-6111

**m) Mayor Quintero**

**s) Councilmember Velasco**

**5-0**

- 12.4 Approval of a Professional Services Agreement with RSG, Inc. to Provide the City of El Monte and the El Monte Successor Agency with Financial, Legislative, and Management Consulting Services for Fiscal Year 2020/2021.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

1. Authorize the City Manager, or her designee, to enter into a Professional Services Agreement with RSG, Inc. in an amount not-to-exceed \$46,000 for Fiscal Year 2020/2021.

Total Cost: \$46,000

Account No: 808-91-911-6115

Is the cost of this item budgeted? Yes

**m) Mayor Quintero**

**s) Mayor Pro Tem Morales**

**5-0**

- 12.5 Approval of Request to Authorize the Removal and Resurfacing of the City-Owned Main Street South-West Parking Lot as Complete and File the Notice of Completion with Los Angeles County Recorder's Office.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Accept the removal and resurfacing of the City-Owned Main Street South-West parking lot as completed; and
2. File the Notice of Completion (NOC) with the Los Angeles County Recorder's Office.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

**m) Mayor Quintero**

**s) Councilmember Martinez Muela**

**5-0**

**City Council Meeting Minutes of July 7, 2020**

- 12.6 Approval of a Resolution for Approving Final Tract Map No. 82512 for the 5-Unit Detached Residential Development with Abandonment of Existing 30-Foot Setback Easement to City of El Monte.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and adopt a Resolution authorizing the recordation of Final Tract Map No. 82512 and abandonment of existing 30-foot setback easement to the City of El Monte.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

Resolution No. 10154

**m) Mayor Quintero**

**s) Councilmember Martinez Muela**

**5-0**

- 12.7 Approval of a Purchase Order with JCL Traffic for Street Signs and Street Sign Equipment on an As Needed Basis for an Amount of \$45,000.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a purchase order with JCL Traffic for street signs and street sign equipment on an as needed basis for an amount of \$45,000.

Total Cost: \$45,000

Account No: 212-67-682-6211

Is the cost of this item budgeted? **No Yes**

**m) Mayor Quintero**

**s) Councilmember Martinez Muela**

**5-0**

- 12.8 Approval for the Continuation of the Helicopter Law Enforcement Services Agreement Between the County of Los Angeles and the City of El Monte.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Helicopter Program Participation Agreement between the County of Los Angeles and the City of El Monte to provide supplemental aviation support to the El Monte Police Department for a four (4) year term in an amount not-to-exceed \$15,000 yearly; and
2. Authorize the City Manager, or her designee, to execute the Helicopter Law Enforcement Services Agreement.

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Total Cost: \$60,000 (4 year term)  
Is the cost of this item budgeted? Yes

Account No: 100-71-741-6111

**m) Mayor Quintero**  
**s) Councilmember Martinez Muela**                      **5-0**

12.9 Approval of a Resolution Continuing the Fiscal Year 2019-2020 Budget through August 30, 2020, Pending Adoption of the City's Fiscal Year 2020-2021 Annual Budget.

**RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:**

It is recommended that the City Council:

1. Consider and adopt a Resolution extending the FY 2019-2020 Budget through August 30, 2020, to ensure the continual delivery of City services, pending the adoption of the Fiscal Year 2020-2021 Annual Budget.

Total Cost: N/A  
Is the cost of this item budgeted? N/A

Account No: N/A

Resolution No. 10155

**m) Mayor Quintero**  
**s) Mayor Pro Tem Morales**                      **5-0**

12.10 Approval of a Resolution of the City Council of the City of El Monte, California Approving the Form of Amendment No. 1 to the 2019 Sublease and Relocation Agreement (DRANEB Properties 4 Site: 3440 Peck Road).

**RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:**

It is recommended that the City Council:

1. Consider and adopt a Resolution approving the form of Amendment No. 1 to the 2019 Sublease and Relocation Agreement.

Total Cost: N/A  
Is the cost of this item budgeted? N/A

Account No: N/A

Resolution No. 10156

**m) Mayor Quintero**  
**s) Councilmember Martinez Muela**                      **5-0**

**City Council Meeting Minutes of July 7, 2020**

- 12.11 Approval of Mayoral Nominations for Alternates to the El Monte Farmers' Market Steering Committee and for Members of the El Monte Farmers' Market Citizen Advisory Council.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Approve the Mayoral nominees to serve as alternates to the El Monte Farmers' Market Steering Committee; and
2. Approve the Mayoral nominees to serve as members to the El Monte Farmers' Market Citizen Advisory Council.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

Recess at 8:20 pm

Return at 8:24 pm

**m) Mayor Quintero**

**s) Mayor Pro Tem Morales**

**5-0**

13. PUBLIC HEARINGS:

- 13.1 A Public Hearing to Consider and Approve a Resolution Approving a Written Report Detailing the Amount of the Annual Assessment to be Levied Upon the Owners of Real Property Parcels that Comprise the Klingerman/Bonwood Waste Disposal Service Area and Directing that the Same be Submitted to the Los Angeles County Auditor-Controller for Placement on the Fiscal Year 2020-2021 Property Tax Roll.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Open the public hearing;
2. Receive brief presentation from City staff and pose questions to City staff;
3. Receive public comment, if any;
4. Move to close the public hearing; and
5. Consider and approve the Resolution approving written report detailing the sum to be levied upon individual real property parcels that received trash collection services in the Klingerman/Bonwood service area, and directing that the same be submitted to the Los Angeles County Auditor-Controller for Placement on the Fiscal Year 2020-2021 property tax roll.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

Resolution No. 10157

**m) Mayor Quintero**

**s) Councilmember Velasco**

**5-0**

**Open P.H. and continue to a future meeting**



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8. Approve the proposed Resolution establishing the fee schedule recommended by the Farmers' Market Steering Committee, subject to a fee waiver for the first two (2) market days of July 9, 2020 and July 16, 2020.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

Resolution No. 10159

**m) Mayor Quintero**

**s) Councilmember Velasco**

**5-0**

**Open P.H.**

**m) Mayor Quintero**

**s) Mayor Pro Tem Morales**

**5-0**

**Close P.H.**

**m) Mayor Quintero**

**s) Mayor Pro Tem Morales**

**5-0**

**Resolution No. 10159**

- 13.4 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 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 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 Resolution to allow the ancillary off-sale of beer & wine at the existing gasoline station; or (b) a Resolution to uphold the Planning Commission's decision and deny the ancillary off-sale of beer & wine at the existing gasoline station.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

Resolution No. 10160

**m) Mayor Quintero**

**s) Mayor Pro Tem Morales**

**5-0**

**Open P.H. and continue to July 21, 2020**

**City Council Meeting Minutes of July 7, 2020**

14. REGULAR AGENDA:

- 14.1 Consideration and Approval of a Professional Services Agreement with SCI Consulting Group to Provide Application Evaluation Services for the City's Commercial Cannabis Businesses.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Approve a Professional Services Agreement with SCI Consulting Group to provide application evaluation services for the City's Commercial Cannabis Businesses in an amount not-to-exceed \$90,000; and
2. Authorize the City Manager to execute the Professional Services Agreement with SCI Consulting Group.

Total Cost: \$90,000

Account No: 100-61-4357

Is the cost of this item budgeted? Yes

**m) Mayor Quintero**

**s) Councilmember Velasco**

**4-1 (Councilmember Martinez Muela No)**

- 14.2 Consideration and Approval of a Professional Services Agreement with Square Engineering Solutions Inc. to Provide Project Management Services for Various Capital Improvement Projects Until June 30, 2021 in an Amount Not-to-Exceed \$298,760.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Professional Services Agreement with Square Engineering Solutions, Inc. to provide Project Management Services for various Capital Improvement Projects for a not-to-exceed amount of \$298,760; and
2. Authorize the City Manager, or her designee, to execute the Professional Services Agreement.

Total Cost: \$298,760

Account No: Various Funds

Is the cost of this item budgeted? Yes

**m) Mayor Quintero**

**s) Councilmember Velasco**

**5-0**

- 14.3 Consideration and Approval of a Professional Services Agreement with LAE Associates, Inc., for Construction Management and Inspection Services and Authorization to Advertise and Publish the Notice Inviting Bids for the Elliott Avenue and Fern Street Class III Bike Routes and Durfee Avenue and Valley Boulevard Class II Bike Lanes Project, CIP No. 031.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

**City Council Meeting Minutes of July 7, 2020**

It is recommended that the City Council:

1. Consider and approve a Professional Services Agreement for Construction Management and Inspection Services for the Elliott Avenue and Fern Street Class III Bike Routes and Durfee Avenue and Valley Boulevard Class II Bike Lanes Project, CIP No. 031, with LAE Associates, Inc., for an amount of \$105,620;
2. Consider and approve the total appropriation of a not-to-exceed amount of \$116,000 which includes the contract amount of \$105,620 plus approximately ten percent (10%) contingency of \$10,380;
3. Authorize the City Manager, or her designee, to execute the Professional Services Agreement; and
4. Authorize staff to advertise and publish the Notice Inviting Bids (NIB) for the Elliott Avenue and Fern Street Class III Bike Routes and Durfee Avenue and Valley Boulevard Class II Bike Lanes project, CIP No. 031.

Total Cost: \$116,000

Account No: 225-67-031-8221

Is the cost of this item budgeted? Yes

**m) Mayor Quintero**

**s) Mayor Pro Tem Morales**

**5-0**

- 14.4 Consideration and Approval of a Resolution Approving the City of El Monte Capital Improvement Program for Fiscal Year 2020-2021.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Receive and file the Fiscal Year 2020-21 Capital Improvement Program Budget and Project Descriptions Report; and
2. Consider and approve the attached Resolution approving the Fiscal Year 2020-2021 Capital Improvement Program (CIP) for Fiscal Year 2020-2021.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

Resolution No. 10161

**m) Mayor Quintero**

**s) Mayor Pro Tem Morales**

**4-0 (Mayor Quintero absent)**

- 14.5 Consideration and Approval Recommendation to Award a Construction Contract to Nu-Line Technologies, LLC for the Valley-Arden Drainage Improvements – CIP No. 808 for a Not-to-Exceed Amount of \$174,800.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

**City Council Meeting Minutes of July 7, 2020**

It is recommended that the City Council:

1. Consider and approve to award a Construction Contract to Nu-Line Technologies, LLC for the Valley-Arden Drainage Improvements – CIP No. 808 for an amount of \$152,000;
2. Consider and approve the total appropriation of a not-to-exceed amount of \$174,800 which includes the contract amount of \$152,000 plus a fifteen percent (15%) contingency of \$22,800; and
3. Authorize the City Manager, or her designee, to execute a Contract Services Agreement with Nu-Line Technologies, LLC.

Total Cost: \$174,800

Account No: 278-67-808-8221 (\$130,000)

Is the cost of this item budgeted? Yes

225-67-808-8221 (\$ 44,800)

**m) Mayor Quintero**

**s) Mayor Pro Tem Morales**

**5-0**

- 14.6 Consideration and Approval of Recommendation to Award Contract Service Agreement with Oakwest Services Inc. to Landscape the Valley Boulevard and Garvey Avenue Median Islands for an Amount Not-to-Exceed \$121,933.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Contract Service Agreement with Oakwest Services Inc. to landscape the Valley Boulevard and Garvey Avenue median islands for an amount not-to-exceed \$121,933; and
2. Authorize the City Manager, or her designee, to execute a Contract Service Agreement with Oakwest Services. Inc.

Total Cost: \$121,933

Account No: 212-67-681-6111

Is the cost of this item budgeted? Yes

**m) Mayor Quintero**

**s) Mayor Pro Tem Morales**

**5-0**

- 14.7 Consideration and Approval of Recommendation to Purchase Two (2) Dual Electric Vehicle Charging Stations from Chargepoint, Inc., and to Enter into a Contract Services Agreement with NOVA Electric to Install New Electric Vehicle Charging Stations at the City of El Monte's Public Works Yard at a Total Project Cost Not-to-Exceed \$40,343.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve the purchase of two (2) dual electric vehicle charging stations from ChargePoint, Inc., for a not-to-exceed amount of \$15,153;



**City Council Meeting Minutes of July 7, 2020**

Total Cost: N/A  
Is the cost of this item budgeted? N/A

Account No: N/A

Resolution No. 10162

**m) Councilmember Martinez Muela**

**s) Councilmember Ancona  
Special Meeting on Friday, July 10, 2020**

**2-3 (Mayor Quintero, Mayor Pro Tem Morales,  
Councilmember Velasco No)**

**m) Mayor Quintero**

**s) Mayor Pro Tem Morales  
Resolution No. 10162**

**3-2 (Councilmembers Ancona and  
Martinez Muela No)**

- 14.10 Consideration and Approval of a Resolution of the City Council of the City of El Monte, California Adopting a Policy for Pledging and Deployment of City Resources for Special Community Events.

**RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:**

It is recommended that the City Council:

1. Adopt the attached Resolution establishing procedures for the pledging and deployment of City Resources for special community events.

Total Cost: N/A  
Is the cost of this item budgeted? N/A

Account No: N/A

Resolution No. 10163

**m) Councilmember Ancona**

**s) Councilmember Martinez Muela  
30 day prior written notice and beginning  
January 1, 202021 and with the approval of a  
Council approved calendar**

**2-3 (Mayor Quintero, Mayor Pro Tem Morales  
Councilmember Velasco No)**

**m) Mayor Quintero**

**s) Mayor Pro Tem Morales  
Resolution No. 10163**

**3-2 (Councilmembers Ancona and Martinez  
Muela No)**

- 14.11 Consideration and Approval of a Joint Resolution of the City Council of the City of El Monte, California and any Additional Potential Stakeholders Urging the Board of Trustees of the Rio Hondo Community College District to Immediately Call for an Election to Fill the Board Seat Vacated by Trustee Norma Edith Garcia and to Forgo Filling the Seat by Appointment.

**RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:**

It is recommended that the City Council:

**City Council Meeting Minutes of July 7, 2020**

1. Adopt the attached Joint Resolution urging the Board of Trustees of the Rio Hondo Community College District to call for an immediate election to fill the board seat vacated by Trustee Norma Edith Garcia and forgo filing the seat by appointment.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

Resolution No. 10164

**m) Mayor Quintero**

**s) Mayor Pro Tem Morales  
To extend the meeting**

**2-3 (Mayor Quintero, Mayor Pro Tem Morales  
Councilmember Velasco No)**

**m) Mayor Quintero**

**s) Mayor Pro Tem Morales  
Resolution No. 10164**

**3-2 (Councilmembers Ancona and Martinez  
Muela No)**

15. CITY ATTORNEY'S AGENDA:

16. CITY MANAGER'S AGENDA:

16.1 COVID-19 Update.

16.2 Fourth of July Update.

16.3 Fiscal Year 2020-2021 Budget Update.

17. WRITTEN COMMUNICATIONS:

18. COUNCIL COMMUNICATIONS/REPORTS:

18A. Mayor Quintero

18B. Mayor Pro Tem Morales

18B.1 Discussion Regarding Update on the Farmers Market Soft Opening.

18C. Councilwoman Ancona

18D. Councilwoman Martinez Muela

***City Council Meeting Minutes of July 7, 2020***

18D.1 Discussion Regarding Bridging the Technology GAP – Partnership with the American Legion.

18D.2 Discussion Regarding COVID-19 in El Monte and Stopping the Spread Marketing Campaign.

18D.3 Discussion Regarding Fiscal Year 2020-2021 Budget.

18E. Councilman Velasco

18E.1 Discussion Regarding Census 2020 Update.

18E.2 Discussion Regarding Farmers Market on Main Street.

18E.3 Discussion Regarding Al Fresco Outside Dining.

18E.4 Discussion Regarding the Drive-In Movie Events on Main Street.

**City Council Meeting Minutes of July 7, 2020**

19. ADJOURNMENT:

The meeting was adjourned at 10:00 pm.

The next Regular Meeting of the City Council will be held on **July 21, 2020** at 6:00 p.m. This Agenda will be posted on the City's website, [www.ci.el-monte.ca.us](http://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.

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Catherine A. Eredia, City Clerk  
City of El Monte

APPROVED:

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Andre Quintero, Mayor  
City of El Monte

APPROVAL OF MINUTES  
EL MONTE CITY COUNCIL ADJOURNED REGULAR MEETING  
OF JULY 29, 2020

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

1. CALL TO ORDER: **6:03 p.m.**

2. ROLL CALL FOR CITY COUNCIL AND AUTHORITY BODIES:

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

3. APPROVAL OF AGENDA:

WITH THE FOLLOWING EDITS/CHANGES TO THE AGENDA:

Item 9.1 has been pulled

SPECIALLY ADDED AGENDA ITEM:

9.2 Consideration and Approval of a Resolution Adopting and Implementing a Separation Incentive Program.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve the attached Resolution adopting and implementing a Separation Incentive Program.

Cost Reduction: (\$40,000-\$806,000)                      Account No: Various Funds  
Is the cost of this item budgeted? N/A

Resolution No. 10176

**m) Mayor Quintero**

**s) Mayor Pro Tem Morales**

**5-0**

**City Council Adjourned Meeting Minutes of July 29, 2020**

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

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

**Mayor Quintero invited members of the public to address the City Council on Closed Session Items 4.1 through 4.3.**

**Mayor Quintero and the City Council recessed into Closed Session at approximately 6:05 pm. Mayor Quintero and the City Council reconvened from Closed Session at approximately 7:07 pm.**

**Assistant City Attorney Richard Padilla reported out of Closed Session with respect to Items 4.1 through 4.3.**

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

Property Location:  
Channel Parcel and Fed-Ex Parcel

Name of Party City is Negotiating with:  
Stuart Riddle

City's Designated Negotiators:  
Betty Donavanik, Community and Economic Development Director; and Dave Gondek, Senior Deputy City Attorney; and Joaquin Vazquez, Assistant City Attorney

Under Discussion:  
Both Price and Terms.

**General update, direction given but no final action.**

**City Council Adjourned Meeting Minutes of July 29, 2020**

- 4.2 Closed Session Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(1) – Significant Exposure of Litigation – Three (3) Potential Cases.

**General update, direction given but no final action.**

- 4.3 Closed Session Pursuant to Government Code Section 54957.6 – Conference with Labor Negotiator – Represented Employees:

Bargaining Units Subject to Negotiations: El Monte SEIU Local 721; El Monte Police Mid-Managers Association; El Monte Police Officers Association; Management Group; and El Monte General Mid-Managers Association.

City’s Designated Negotiator: Alma K. Martinez, City Manager and John Nguyen, Human Resources/Risk Management Director

**General update, direction given but no final action.**

**m) Mayor Quintero**

**s) Councilmember Velasco**

**5-0**

**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: **Mayor Quintero**
- 6. FLAG SALUTE: **Chief of Police, David Reynoso. Present**
- 7. 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.

## ***City Council Adjourned Meeting Minutes of July 29, 2020***

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.

Charles Hoffman – Resident of the City of El Monte. Good evening, Council members, city staff and public. My Sadness has turn to great concern what is going on at city council meetings! Why a member thinks that they are being censored or the city is not being transparent? When it seems they do not understand the parliamentary procedures or the city codes and if they do? Do not wish to follow them? The council meeting is not a public meeting and one does not have the same right to freedom of speech has I understand the rules! EL MONTE - MUNICIPAL CODE 2000: 2.04.050 - Addressing the council— Procedure. Each person desiring to address the council shall approach the microphone at the podium; state his or her name and city of residence for the record. As I understanding Public Comments one should addresses the council has a whole not singling out council members has it seem one was trying to do at the last meeting. This person did not even have the respect to state their name at the podium and where their resident is. If I had acted the way this person did at the podium. I have no doubt the sergeant of arms would have been call in and I would have been told to leave the meeting!

Councilmember Martinez Muela – Council and Community thank you. Yes, I am coming to the Council today to say thank you. Thank you because of you I've had the opportunity to grow in my role as a Councilwoman. Thank you for forcing me to stand up and to have my voice be heard even if it may be during my three minutes of public comment. Thank you for forcing me to be the most resourceful than I have ever been. Thank you for encouraging me to be more reflective in how I can serve this community better, to be more responsive to the community and to be more resilient thank you. So sincerely I do thank you because today I am a better version of myself since than I have been in a very long time. This version of your Councilwoman is here to let you know that we will be resilient, we will be responsive and we will continue to be reflective on how we can serve this community better. Thank you very much Council and community for your time today.

**City Council Adjourned Meeting Minutes of July 29, 2020**

**8. 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.

8.1 Waiver of Full Reading of Ordinance(s).

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

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

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

**m) Mayor Quintero**

**s) Councilmember Velasco**

**5-0**

8.2 Consideration and Approval of a Professional Services Agreement with All City Management Services Inc. to Provide Crossing Guard Services Between the 2020-2021 and the 2022-2023 School Years.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Professional Services Agreement with All-City Management Services for Crossing Guard Services for a not-to-exceed amount of \$183,168; and
2. Authorize the City Manager, or her designee, to execute the Professional Services Contract with All-City Management Services.

Total Cost: \$183,168

Account No: 100-67-670-6137

Is the cost of this item budgeted? Yes

(General Fund Acct.)

**m) Mayor Quintero**

**s) Councilmember Velasco**

**5-0**

9. REGULAR AGENDA:

**City Council Adjourned Meeting Minutes of July 29, 2020**

- 9.1 Consideration and Approval of a Professional Services Agreement with Michael Baker International for Construction Management and Inspection Services for the Nevada Bodger Water, Sewer and Pavement Improvement Project, CIP No. 014, CIP No. 05 and CIP No. 038 for a Not-to-Exceed Amount of \$1,415,292.

**RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:**

It is recommended that the City Council:

1. Consider and approve a Professional Services Agreement for Construction Management and Inspection Services for the Nevada/Bodger Water, Sewer and Pavement Improvement Project, CIP No. 014, CIP No. 005 and CIP No. 038 with Michael Baker International for a not-to-exceed amount of \$1,415,292 which includes a contract amount of \$1,286,629 plus a ten percent (10%) contingency of \$128,663;
2. Authorize the use of Bond Proceeds from the El Monte Water Authority Revenue Bonds Series 2018A, Sewer Fund and Measure M Fund for this budget;
3. Consider and approve a total not-to-exceed amount of \$1,415,292 to be appropriated from the Water Bond Series 2018, Sewer Fund, Measure M Fund and approve the Project budget as presented in Attachment 1;
4. Authorize staff to advertise and publish the Notice of Inviting Bids for the Water Main Replacement Project, CIP 014; and
5. Authorize the City Manager, or her designee, to execute the Professional Services Agreement with Michael Baker International.

Total Cost: \$1,415,292

Account No: 600-06-014-7221 (\$440,791)  
Water Main Replacement fund  
650-67-005-8221 (\$774,072)  
Sewer Replacement Fund  
225-67-038-8221 (\$200,429)  
Measure M Fund

Is the cost of this item budgeted? Yes

**Item has been pulled.**

- 9.2 Consideration and Approval of a Resolution Adopting and Implementing a Separation Incentive Program.

**RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:**

It is recommended that the City Council:

1. Consider and approve the attached Resolution adopting and implementing a Separation Incentive Program.

Cost Reductions: (\$40,000-\$806,000)

Account No: Various Funds

Is the cost of this item budgeted? N/A

Resolution No. 10176

**m) Mayor Quintero**  
**s) Mayor Pro Tem Morales**

**5-0**

***City Council Adjourned Meeting Minutes of July 29, 2020***

10. CITY ATTORNEY'S AGENDA: **No material submitted.**

11. CITY MANAGER'S AGENDA:

11.1 COVID-19 Update.

11.2 Fourth of July Update.

11.3 Fiscal Year 2020-2021 Budget Update.

12. WRITTEN COMMUNICATIONS: **No material submitted.**

13. COUNCIL COMMUNICATIONS/REPORTS:

13A. Mayor Quintero

13B. Mayor Pro Tem Morales

18B.1 Discussion Regarding Farmers Market Update.

It has been previously noted that due to the COVID increases throughout L.A. County I think it was a prudent move on behalf of staff to postpone the Farmers Market. I want to say that the two weeks that the Farmers Market was in full operation there was a huge community support. I am hopeful that within the next month of two as the COVID numbers do reduce as people wear their masks and people see the sense of urgency of this situation that we can get those numbers reduced.

18B.2 Discussion Regarding Citywide Broadband Accessibility and Needs Assessment.

I want to make sure that the community is aware that we are seeking these data points we are looking for this information we want to be able to have the support so that we can long-term think through and strategically put into place an infrastructure that our City is going to need in the future.

The High School graduate flags will be posted and we will be collaborating with the non-profits and the school district in particular to see where these flags will be placed.

I think it is really important to note that the work that staff is doing during this COVID crisis should be worthy of note. They are here on a consistent basis, we are trying to move our City forward, we are trying to be as normal as possible under the circumstances. We want to make sure that our business community is

**City Council Adjourned Meeting Minutes of July 29, 2020**

supported, that our residents are supported. This is a huge task for government other cities have shut down their doors we have not. In fact this is when staff has worked the hardest

**13C. Councilwoman Ancona**

**13C.1 Discussion Regarding Update on Foothill Services.**

I attended the Foothill Transit Governing Board member and I wanted to share some updates in regards to their services. Rear door boarding for all passengers were implemented to protect Foothill Transit drivers this took place on March 19<sup>th</sup> which precluded Foothill Transit from collecting fees. Since then there has been a loss of revenue between \$500,000 and \$1,000,000 a month. On March 23<sup>rd</sup>, they implemented to maintain local essential trips, they suspended the middle and high school focused lines because schools had closed down and they suspended the express lines. On June 8<sup>th</sup>, they updated their services again they maintained the local service essential trips and they resumed the express line services. On July 13<sup>th</sup>, they continued to keep the local essential trips and they continue to provide express services. The Foothill Transit executives continue to hold weekly meetings to adjust to health and safety orders and adjust to their COVID loads. They are working on permanent barrier retrofits for 197 buses to continue to protect their drivers from COVID-19 exposure. Once retrofitted fair collection will resume.

**13D. Councilwoman Martinez Muela**

**13D.1 Discussion Regarding Bridging the Technology Gap a Partnership with the American Legion to Support Parents, Students and Seniors in Distance Learning and Online Communication Modes Via Technology Training Classes.**

On behalf of Honorable School Board Member David Siegrist who is also a member of the American Legion who requested that I bring this to the City Council that they are looking to partner with the City Council and the City in regards to bridging the technology gap and utilizing the American Legion in this manner.

**13D.2 Discussion Regarding Rising Large Number of COVID Cases in El Monte.**

- i. Possibly postponing current community gatherings and give direction to staff to create immediately a “Stopping the Spread” Multi-Lingual Marketing Campaign.**

This item was mentioned by two members of the Community Mr. David Batrez and Mr. Charles Castaneda as you both have mentioned your increasing concern as community gatherings continue. The Famers Market ceased. It was their idea to request stopping the spread multilingual marketing campaign.

**City Council Adjourned Meeting Minutes of July 29, 2020**

**13D.3 Discussion Regarding FY 20-21 Budget**

- i. Request for public documents regarding Budget as prepared and delivered to the Bargaining Units be delivered to each Councilmember at least 48 hours prior to Budget Workshop.**

We just had a discussion on seeing these numbers and having a transparent and fully flowing conversation regarding the budget including all five (5) members of the Council being fully briefed as to the state of our financial affairs.

**13D.4 Discussion Regarding Suppression of the City Council by Manipulation of the Council Meetings to Consistently Eliminate Council Communications.**

- i. Recommended Action: Move Council Communication to the Beginning of the Meeting.**

Unfortunately we have run out of time due to an Ordinance that states that at 9:30 pm we need to take a vote and by majority either chose to extend the meeting or not and unfortunately when members chose not to extend the meeting unfortunately that is a silencing of their own voices and of items that have already been placed on the agenda. Items that are placed on the agenda when approved it is the expectation from the City and the community that these items will be discussed. So my recommendation is to move Council Communication to the beginning of the meeting so that community members do have an opportunity to hear their representative voicing their concerns.

Charles Hoffman – I understand this should only be a Discussion on Council Communications. So far I have not found anything In the Brown Act or city codes stating the city most have Council communications but I am still checking! I've checked nine other city agendas in the San Gabriel Valley and found none having Council Communications on their agendas. Only one had what they call COUNCIL COMMENTS AND CONFERENCE/MEETING REPORTS and it was the last item on their agenda. It stated. "Each Council Member may address the City Council and public on matters of general information and/or concern. This is also the time for Council Members to report on conferences and/or meetings they have attended." The City of El Monte planning commission agenda. Their last item is Commissioner Comments! Wonder if we need to have council communicates at all if it is not cover by the Brown Act. If you wish to have council communications they should be the last item on the agenda!

**m) Councilmember Martinez Muela  
s) Councilmember Ancona  
To move Council Communication to  
after the Public Comment. Five (5)  
items per Councilmember**

**2-3 (Mayor Quintero, Mayor Pro Tem  
Morales and Councilmember Velasco No)**

*City Council Adjourned Meeting Minutes of July 29, 2020*

m) Mayor Quintero

s) Mayor Pro Tem Morales

Five (5) minutes per Councilmember

3-2 (Councilmembers Martinez Muela and Ancona No)

**13D.5 Discussion Regarding Protocols for the Termination of Executive Employees.**

As the governing body we are responsible for undertaking the budgetary demands for recruiting new members should that be appropriate. We are responsible for the training and for creating a stable work environment especially Executive Directors that are let go and/or moved and/or replaced I think it is only fair to give us a heads-up with regards to this movement. My request is that we have a new organizational chart provided to us as soon as possible.

**13D.6 Discussion and Action Regarding Adding to the November Ballot a Rotating Mayorship Measure.**

- i. **Recommended Action: Add a ballot allowing voters to vote to change the current elected mayor system to a rotational mayor system based on seniority. This measure is an effort for cost savings as well as supporting a more collegial City Council.**

The last item which at this point I think is mutt. Unfortunately because of the proximity of this upcoming ballot by when will a potential ballot measure need to be addressed? I do hope that you as families are doing everything you can to eliminate of COVID-19. We have had some deaths and are very heartbreaking. The Mayor of Long Beach his mother passed away and we send our deepest condolences his mom died of complications to COVID-19.

Charles Hoffman – I understand this is only to be discussion on this item adding it to the November Ballot. 1. Wondering why one wishes to have this base on seniority and not have the council vote for rotational mayor as done now for mayor pro tem. 2. How is this effort for cost savings? 3. Other things to consider. How long will the rotating mayor whole this spot and is the council or the voter going to make that decision? 4. How is this going to involving shared responsibility, among a group?

13E. Councilman Velasco

I want to echo what Mayor Pro Tem Morales has said. We have been very busy we haven't stopped. I want to congratulate the businesses our local businesses. Just today somebody brought over about 5 or 6 boxes of hand sanitizers and they are coming through. We are getting masks we are getting hand sanitizers, and gloves. I want to thank our staff over on Mountain View some of the streets, some of the sidewalks have been taken care of we need more out there.

***City Council Adjourned Meeting Minutes of July 29, 2020***

13E.1 Discussion Regarding Census 2020 Update.

It is extremely important we only have about 58 percent of our population or less who have completed their forms. They have extended it until October if you need help please call the City.

13E.2 Discussion Regarding Farmers' Market on Main Street.

13E.3 Discussion Regarding Al Fresco Outside Dining.

I have gone to a couple of them and I they are very happy that we have given them that opportunity because they are having a way of bring in income. Whatever we do we are following the guidelines of the County and the State.

13E.4 Discussion Regarding the Drive-In Movie Events on Main Street.

We are still thinking of doing them if it is safe and if they are approved by the County and the State.

**City Council Adjourned Meeting Minutes of July 29, 2020**

14. ADJOURNMENT: Adjourned in Memory of Mrs. Gabriella O'Donnell, Mother of Long Beach Mayor Robert Garcia.

**Without objection the meeting was adjourned at 8:45 pm.**

The next Regular Meeting of the City Council will be held on **August 18, 2020** at 6:00 p.m. This Agenda will be posted on the City's website, [www.ci.el-monte.ca.us](http://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.

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Catherine A. Eredia, City Clerk  
City of El Monte

APPROVED:

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Andre Quintero, Mayor  
City of El Monte



**City Council Meeting Minutes of August 18, 2020**

respond to or deliberate upon any specific questions or comments posed by a speaker or take action on any issue raised by a speaker beyond such action as the City Council may be lawfully authorized to take on an agendaized Closed Session matter pursuant to the Brown Act (Govt. Code Section 54950 et seq.).

**Mayor Quintero invited members of the public to address the City Council on Closed Session Items 4.1 through 4.8.**

**Mayor Quintero and the City Council recessed into Closed Session at approximately 6:07 p.m. Mayor Quintero and the City Council reconvened from Closed Session at approximately 7:07 pm.**

**City Attorney Rick Olivarez reported out of Closed Session with respect to Items 4.1 through 4.8.**

- 4.1 Closed Session Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(3) – Conference with Legal Counsel Regarding Significant Exposure to Litigation – One (1) Potential Case.

**General update, no final action**

- 4.2 Closed Session Pursuant to Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation Regarding the Following Related Matter: NeroCanna vs. City of El Monte, Los Angeles Superior Court Case No. 20STCP02545.

**General update, no final action. The City Council did unanimously reject the claim filed by the City by the plaintiff.**

- 4.3 Closed Session Pursuant to Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation Regarding the Following 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.

**General update, no final action**

- 4.4 Closed Session Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(3) – Significant Exposure of Litigation – One (1) Potential Case.

**General update, no final action**

**City Council Meeting Minutes of August 18, 2020**

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

**Item has been pulled.**

- 4.6 Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiator.

Property Location:  
10024 Valley Boulevard

Name of Party City is Negotiating with:  
Happy Lu, LLC, Henry Liu, CBD Investments

City's Representative in Negotiations:  
Alma K. Martinez, City Manager; Betty Donovanik, Community & Economic Development Director; David Gondek, Deputy City Attorney

Under Discussion:  
Discussion of price and terms.

**General update, no final action**

- 4.7 Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiator.

Property Location:  
10038 Valley Boulevard

Name of Party City is Negotiating with:  
Happy Lu, LLC, Henry Liu, CBD Investments

City's Representative in Negotiations:  
Alma K. Martinez, City Manager; Betty Donovanik, Community & Economic Development Director; David Gondek, Deputy City Attorney

Under Discussion:  
Discussion of price and terms.

**General update, no final action**

- 4.8 Closed Session Pursuant to Government Code Section 54957.6 – Conference with Labor Negotiator – Represented Employees:

Bargaining Units Subject to Negotiations: El Monte SEIU Local 721; El Monte Police Mid-Managers Association; El Monte Police Officers Association; Management Group; and El Monte General Mid-Managers Association.

**City Council Meeting Minutes of August 18, 2020**

City's Designated Negotiator: Alma K. Martinez, City Manager and John Nguyen, Human Resources/Risk Management Director

**General update, no final action**

**m) Mayor Quintero**

**s) Mayor Pro Tem Morales**

**5-0**

**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: **Mayor Quintero.**
6. FLAG SALUTE: **Chief of Police, David Reynoso. Present**
7. RECOGNITIONS, HONORS AND COMMUNITY INTEREST PRESENTATIONS: **No material submitted.**
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.

## ***City Council Meeting Minutes of August 18, 2020***

*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.

Cheryl Gilera – I am the Library Manager at El Monte Library. During the July 29th City Council meeting, there was a discussion about bridging the digital divide and mention of providing the community information of hotspot locations. I just wanted to share that LA County Libraries are hotspots and although our buildings are currently closed to the public, our community can access WiFi using a Los Angeles County library card in good standing while within the library's vicinity (many take advantage while sitting out in our parking lots).

Sean – Thank you for setting up the introduction with your executive team. Betty & Todd were wonderful and very engaging to help. Betty will be sending me paperwork on how to proceed with the Moderate Income program as well as giving me contact information with Lily (Housing Department) to help me navigate this process. I have nothing but praise for your staff. I also shared a lot of wonderful experiences with them about the City of El Monte and how your administration is really transforming this great City. Your City is truly a hallmark of a professional establishment. Keep up the good work!

Councilmember Martinez Muela – I would like to report to you that the children of El Monte are going to be having an incredible return back to school. Although it may be distant learning the children did receive 2,000 backpacks stuffed with items curtesy of community partners as well as 2,000 haircuts donated by the Professional Institute of Beauty in the Downtown El Monte Business Area. I wanted to take this time today during public comment to thank our partners like the El Monte City School District allowing us to partner with them. The Mountain View City School District allowing us to partner with them at food distribution sites where families when they showed up they were surprised kind of like the helpful Honda people to receive a backpack filled with items meant to support their distance learning. Items like headphones, items like whiteboards with the markers so that they can show their answers, socks of course they are a hallmark of the Back-to-School Resource Fair so it was tremendous event. I want to thank Cricket Wireless for being our major sponsor, the Professional Institute of Beauty, the El Monte/South El Monte Chamber of Commerce without them this would not be possible because they are the ones who really gather so many of the vendors that help and support this event. This was the 9<sup>th</sup> year of the Back-to-School Resource Fair and the committee has a resolve that is unbelievable. In the year of COVID when you think that there isn't going to be this type of action this was our biggest year yet. We gave away 2,000 bags thanks to all of our generous supporters. We gave away 2,000 bags went back into the community. It was a blessing and a blessed year. So on behalf of the Back-to-School Resource Fair I want to let the community know

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hopefully their children will receive this and feel that this is a blessing and surprise. One other thing I am wearing white today because I think it is an important homage to the woman's suffrage movement. For 100 years women have had the right to vote, women have had their voices heard and I think that this is a very important ideal that not only should be mentioned but should be honored continuously so to 100 years and 100 years more.

9. CITY TREASURER'S REPORT:

9.1 Transmittal of the Treasurer's Investment Report for the Quarter Ended June 30, 2020.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Receive and file the Treasurer's Investment Report for the Quarter Ended June 3, 2020.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

**Continued to next meeting.**

10. DEMAND RESOLUTION NO. D-626

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 \$10,699,554.14 have been examined by the City Treasurer and that warrant numbers 1092236 through 1092958 and the payroll period ending July 15, 2020 inclusive are hereby allowed in the amounts and ordered paid out of the respective funds as set forth.

**m) Mayor Quintero**

**s) Mayor Pro Tem Morales** 5-0

11. APPROVAL OF MINUTES:

Regular Meeting Minutes of July 7, 2020

**Continued to the next meeting**

Regular Meeting Minutes of July 21, 2020.

**m) Mayor Quintero**

**s) Councilmember Velasco** 5-0



**City Council Meeting Minutes of August 18, 2020**

- 12.3 Approval by 4/5 Vote of a Resolution Authorizing the Purchase of Body Worn Camera System from LensLock, Inc. for Law Enforcement Use pursuant to Section 3.24.060(F) of the El Monte Municipal Code.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve by 4/5 vote a Resolution authorizing the expenditure of Asset Forfeiture funds for a five (5) year term in an amount not-to-exceed \$779,090 for the purchase of Body Worn Camera System, including equipment, software and cloud-based storage of digital evidence for the use of Police Department personnel; and
2. Consider and approve the City Manager, or her designee, to execute the Master Service Agreement between the LensLock and the City of El Monte.

Total Cost: \$155,818 (Yearly)

Account No: 259-71-711-6271

Is the cost of this item budgeted? No

Asset Forfeiture Funds

Resolution No. 10177

**m) Mayor Quintero**

**s) Councilmember Martinez Muela**

**5-0**

- 12.4 Approval of a Helicopter Management Contract with HeliSafe Inc. for Maintenance and Pilot Services for the Air Support Program.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Approve the contract vendor HeliSafe LLC for police helicopter maintenance and pilot services for the Police Department for a three (3) year term in amount not-to-exceed \$1,054,492 from 100-71-741-6111; and
2. Authorize the City Manager, or her designee, to execute the Air Support Program Agreement on behalf of the City of El Monte.

Total Cost: \$341,160 (FY20-21)

Account No: 100-71-741-6111

Is the cost of this item budgeted? Yes

**m) Mayor Quintero**

**s) Councilmember Velasco**

**5-0**

- 12.5 Approval of an Agreement for Supplemental Law Enforcement Services By and Between the City of Pasadena and the City of El Monte for Special Events that Occur in the City of Pasadena.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

**City Council Meeting Minutes of August 18, 2020**

It is recommended that the City Council:

1. Consider and approve an Agreement for Supplemental Law Enforcement Services by and between the City of Pasadena and the City of El Monte for the performance of supplemental law enforcement functions relating to major events that occur in the City of Pasadena for a three (3) year term; and
2. Consider and approve the City Manager, or her designee, to execute the Agreement between the City of Pasadena and the City of El Monte.

Total Cost: -0-

Account No: N/A

Is the cost of this item budgeted? N/A

**m) Mayor Quintero**

**s) Councilmember Velasco**

**5-0**

- 12.6 Approval of School Resource Officer Agreement between the El Monte Union High School District and the City of El Monte for Fiscal Year 2020-2021.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Approve "Exhibit A" Scope of Service Fiscal Year 2020-2021;
2. Approve the School Resource Officer Agreement by and between El Monte Union High School District and the City of El Monte for Fiscal Year 2020-2021; and
3. Authorize the City Manager, or her designee, to execute the Agreement on behalf of the City of El Monte.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

**m) Mayor Quintero**

**s) Councilmember Velasco**

**5-0**

- 12.7 Approval of School Resource Officer Agreement between El Monte City School District and the City of El Monte for Fiscal Year 2020-2021.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Approve "Exhibit A" Scope of Service Fiscal Year 2020-2021;
2. Approve the School Resource Officer Agreement by and between El Monte City School District and the City of El Monte for Fiscal Year 2020-2021; and
3. Authorize the City Manager, or her designee, to execute the Agreement on behalf of the City of El Monte.

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Total Cost: N/A  
Is the cost of this item budgeted? N/A

Account No: N/A

**m) Mayor Quintero**  
**s) Councilmember Velasco** **5-0**

- 12.8 Approval of School Resource Officer Agreement between the Mountain View School District and the City of El Monte for Fiscal Year 2020-2021.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Approve "Exhibit A" Scope of Service Fiscal Year 2020-2021;
2. Approve the School Resource Officer Agreement by and between Mountain View School District and the City of El Monte for Fiscal Year 2020-2021; and
3. Authorize the City Manager, or her designee, to execute the Agreement on behalf of the City of El Monte.

Total Cost: N/A  
Is the cost of this item budgeted? N/A

Account No: N/A

**m) Mayor Quintero**  
**s) Councilmember Velasco** **5-0**

- 12.9 Approval of Request to Accept the Bus Stop Improvement Project on Cogswell Road as Complete and File the Notice of Completion with the Los Angeles County Recorder's Office.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Accept the Bus Stop Improvement Project on Cogswell Road as completed; and
2. Authorize staff to file the Notice of Completion (NOC) with the Los Angeles County Recorder's Office.

Total Cost: N/A  
Is the cost of this item budgeted? N/A

Account No: N/A

**m) Mayor Quintero**  
**s) Councilmember Velasco** **5-0**

- 12.10 Approval of Request to Accept the Durfee Ramona Kerrwood Sidewalk Improvement Project, CIP No. 002 as Complete and Authorize Staff to File the Notice of Completion with the Los Angeles County Recorder's Office.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

**City Council Meeting Minutes of August 18, 2020**

It is recommended that the City Council:

1. Consider and accept the Durfee Ramona Kerrwood Sidewalk Improvement Project, CIP No. 002 as completed and authorize staff to file the Notice of Completion (NOC) with the Los Angeles County Recorder's Office; and
2. Authorize staff to release the retention 35 days after acceptance by the City Council.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

**m) Mayor Quintero**

**s) Councilmember Velasco**

**5-0**

- 12.11 Approval of new Memorandum of Understanding with Rio Hondo Community College District to Continue the Transit Incentive Program.

**RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:**

It is recommended that the City Council:

1. Consider and approve a new Memorandum of Understanding between the City of El Monte and Rio Hondo Community College District to continue the Transit Incentive Program for Rio Hondo's "GO RIO" Program; and
2. Authorize the City Manager, or her designee, to execute the new Memorandum of Understanding between the City of El Monte and Rio Hondo Community College District.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

**m) Mayor Quintero**

**s) Councilmember Velasco**

**5-0**

- 12.12 Approval of a Purchase Agreement with Vista Paint Corporation for Paint and Paint Supplies on an As-Needed Basis for an Amount of \$43,000.

**RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:**

It is recommended that the City Council:

1. Consider and approve a Purchase Agreement with Vista Paint Corporation for paint and paint supplies on an as-needed basis for an amount of \$43,000.

Total Cost: \$43,000

Account No: 100-67-626-6211 (\$ 9,000)  
100-67-672-6211 (\$20,000)  
100-67-673-6211 (\$ 4,000)  
100-67-678-6211 (\$10,000)

**City Council Meeting Minutes of August 18, 2020**

Is the cost of this item budgeted? Yes

General Fund

**m) Mayor Quintero**

**s) Councilmember Velasco**

**5-0**

12.13 Approval of Request to Reimburse City Ventures Project at 2704-2728 Santa Anita Avenue, Tract Map No. 74701 for City Water Main Upgrades in the Amount of \$48,820 Using Proceeds from the 2018 Water Bond.

**RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:**

It is recommended that the City Council:

1. Authorize the reimbursement of \$48,820 for City Water Main upgrades by City Ventures for their project located at 2704-2728 Santa Anita Avenue, Tract Map No. 74701 using proceeds from the 2018 Water Bond.

Total Cost: \$48,820

Account No: 600-06-698-8221

Is the cost of this item budgeted? Yes

Water Fund

**m) Mayor Quintero**

**s) Councilmember Velasco**

**5-0**

**13. PUBLIC HEARINGS:**

13.1 A Public Hearing to Consider and Approve the First Reading of an Ordinance of the City of El Monte Approving a Development Agreement Between the City of El Monte and Outdoor Associates, LLC, to Construct an Electronic Reader Board Billboard at 12243 Garvey Avenue in Area No. 6 of the City's Freeway Overlay Zone.

**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 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 by no less than three (3) votes, for first reading.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

Ordinance No. 2982

**City Council Meeting Minutes of August 18, 2020**

**m) Mayor Quintero**  
**s) Councilmember Velasco** 5-0  
**Open P.H.**

**Break at 8:03 p.m.**  
**Return at 8:15 p.m.**

**m) Mayor Quintero**  
**s) Councilmember Velasco** 5-0  
**Close P.H.**

**m) Mayor Quintero**  
**s) Councilmember Velasco** 3-0-2 (Mayor Quintero and Councilmember  
**Ordinance No. 2982** Ancona abstain)

13.2 A Public Hearing to Consider and Approve an Ordinance of the City Council Updating the City of El Monte Vacancy Filling Procedures to Harmonize with Government Code Section 36512 and 34902.

**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 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 attached Ordinance updating Chapter 2.05 (Filling City Council Vacancies) to bring its provisions in line with amendments to Government Code Section 36512 and 34902.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

Ordinance No. 2983

**m) Mayor Quintero**  
**s) Councilmember Velasco** 5-0  
**Open P.H.**

**m) Mayor Quintero**  
**s) Mayor Pro Tem Morales** 5-0  
**Close P.H.**

**m) Mayor Quintero**  
**s) Councilmember Ancona** 5-0  
**Ordinance No. 2983**

**City Council Meeting Minutes of August 18, 2020**

14. REGULAR AGENDA:

- 14.1 Consideration and Approval of a Purchase Agreement with El Dorado-National California for the Purchase and Installation of Eight (8) Fixed-Route Transit Services Driver Protection Barriers for an Amount Not-to-Exceed \$53,714.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Purchase Agreement with El Dorado-National California (ENC) for the purchase and installation of eight (8) Fixed-Route Transit Services driver protection barriers for an amount not-to-exceed \$53,714;
2. Consider and approve a total not-to-exceed amount of \$53,714 be appropriated from Proposition Fund A; and
3. Authorize the City Manager, or her designee, to fully execute a Purchase Agreement with ENC.

Total Cost: \$53,714

Account No: 202-67-731-8131

Is the cost of this item budgeted? Yes

Prop A Fund

**m) Mayor Quintero**

**s) Mayor Pro Tem Morales**

**5-0**

- 14.2 Consideration and Approval of a Professional Services Agreement with Michael Baker International for Construction Management and Inspection Services for the Nevada Bodger Water, Sewer, and Pavement Improvement Project, CIP No. 014, CIP No. 005 and CIP No. 038 for a Not-to-Exceed Amount of \$1,415,292.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Professional Services Agreement for Construction Management and Inspection Services for the Nevada/Bodger Water, Sewer and Pavement Improvement Project, CIP No. 014, CIP No. 005 and CIP No. 038 with Michael Baker International for a not-to-exceed amount of \$1,415,292 which includes a contract amount of \$1,286,629 plus a ten percent (10%) contingency of \$128,663;
2. Authorize the use of Bond Proceeds from the El Monte Water Authority Revenue Bonds Series 2018A, Sewer fund, and Measure M fund for this budget;
3. Consider and approve a total not-to-exceed amount of \$1,415,292 to be appropriated from the Water Bond Series 2018, Sewer fund, and Measure M fund and approve the Project budget as presented in Attachment 2;
4. Authorize staff to advertise and publish the Notice of Inviting Bids for the Water Main Replacement Project, CIP No. 014; and
5. Authorize the City Manager, or her designee, to execute the Professional Services Agreement with Michael Baker International.



**City Council Meeting Minutes of August 18, 2020**

Total Cost: N/A  
Is the cost of this item budgeted? N/A

Account No: N/A

Resolution No. 10178  
Resolution No. EMWA-31  
**Continue to the next meeting**

- 14.5 Consideration and Approval of a Side Letter Agreements with the El Monte Police Officers' Association, City of El Monte General Unit (Represented by SEIU Local 721), City of El Monte General Mid-Management Unit (Represented by SEIU Local 721), and El Monte Police Mid-Managers' Association Regarding Cost Reduction Measures.

**RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:**

It is recommended that the City Council:

1. Approve the following side letter agreements with the stated bargaining units: (i) Side Letter #4 with the El Monte Police Officers' Association ("POA"); (ii) Side Letter #2 with the City of El Monte General Unit ("GU"), represented by the Service Employees International Union Local 721 ("SEIU"); (iii) Side Letter #2 with the City of El Monte General Mid-Management Unit ("GMMU") represented by SEIU; and (iv) Side Letter #2 with the El Monte Police Mid-Managers' Association ("PMMA").

Cost Reduction: (\$1,364,100)  
Is the cost of this item budgeted? Yes

Account No: Various

**m) Mayor Quintero**

**s) Councilmember Velasco**

**4-0 (Councilmember Martinez Muela absent)**

15. CITY ATTORNEY'S AGENDA: **No material submitted.**

16. CITY MANAGER'S AGENDA:

16.1 Update Regarding COVID-19.

17. WRITTEN COMMUNICATIONS: **No material submitted.**

18. COUNCIL COMMUNICATIONS/REPORTS:

18A. Mayor Quintero

18A.1 Discussion and Action Regarding Funding of Special Election.

**City Council Meeting Minutes of August 18, 2020**

I participated in a meeting last week at Rio Hondo College I just listened in because apparently they have unlike us when you can call in at any time they do have a minimum two hour requirement where you have to sign up in order to speak. We did submit a letter requesting a special election. There are number of us who also signed on to another letter encouraging them to do a special election I feel very strongly on this and I communicated as much. I think anyone who posted or post any kind of comment related to John Lewis like I did could stand by and not advocate for an election for the people to be able to determine who their representative is. The Rio Hondo College Board decided that they wanted to appoint a member from our community to represent us. They've made a decision and I am going to ask them to reconsider if I have support from the Council obviously because I can't do it on my own. What I would like to do is I would like to ask for authorization to extend an offer to the Rio Hondo College Board to pay for the Special Election.

**m) Mayor Quintero**

**s) Mayor Pro Tem Morales**

**5-0**

**Allocate \$200,000 from this budget**

**18B. Mayor Pro Tem Morales**

I am glad it is recognized here we are in August and yet the pandemic has been happening and we have been in a sense of urgency since March so I am sorry I have been at work since March recognizing that the families and the children in our community have lost their safe haven since March it wasn't from yesterday. At the community we have been involved in providing food, shelter at times, Wifi, spaces where families can reach out to make sure that we as a government have retooled to provide these services. And I say that because it has to be noted that our City is doing things very differently than other communities to the extent that we are being asked, we are being questioned, and we are being summoned how is it that you are doing what you are doing and so it has been out there for a while. I want to make sure that it is noted that it isn't something that was just recent. This is going to be something that is going to be long term. What I also wanted to say as a teacher thank you for the love because I started teaching last Saturday.

**18B.1 Update on the High School Graduates Banner Program.**

Our flags went up I believe last week. We want to make sure that this is something that we do every year to honor the graduates to make sure that we highlight their accomplishments and to let them know that we haven't forgotten that these are very difficult times and that we have been thinking of them since the beginning.

**18B.2 Update Regarding Citywide Broadband Accessibility.**

Our L.A. County Libraries do have the bandwidth to support those that don't necessarily have the strongest WiFi in the area but we are hoping that at some point we will be able to have a Citywide broadband accessibilities so as this pandemic continues we have the infrastructure laid out.

**City Council Meeting Minutes of August 18, 2020**

18B.3 Update Regarding Gibson Mariposa Skate Park.

We have definitive word that Delta Airlines has provided through way of the Tony Hawk Foundation \$25,000 to facilitate the final construction of our Skate Park. We know that the need is great because some of the kids in our community are already trying to use it. We know that there is a need for kids to be out in spaces, to have a space to help themselves with their sports, their mental health. Parkway Drive there is a bike design that is occurring as we speak there is a survey that is occurring as well.

18C. Councilwoman Ancona

18C.1 Discussion Regarding Back to School 2020-2021.

Just in regards to back to school. Councilwoman Martinez Muela thank you, thank you for continue for organizing the Back-to-School Resource Fair along with our community partners. What a wonderful surprise it was for our families who were picking up their meal services that Monday morning to welcomed with an additional gift for preparation of our virtual distance learning school year. I do want to echo the sentiments that you shared being kind to one another, being more appreciative to one another as the school year starts. It finally hit me that our kids won't be coming back to school at least to start the school year. It was heavy on my heart because for many of these kids this is where they receive their meals, it is a safe haven from home if things are difficult at home our children do not have that safe zone. It is the opportunity to socialize, to make memories, to have fun with their friends. Since March we have been going, going, going as educators and it was tough to finally realize this is the new normal and we are not sure if we will see our kids in January or may be until next year. I am hoping we come back a lot sooner. Community if you are in need of additional resources I am sure I can say that you can reach to any of us on the dais and we will do what we can to help you. Students, staff thank you for your commitment. I want wish everyone involved in all of our school districts here in El Monte a great school year.

18C.2 Update and Discussion Regarding Upcoming Car Show.

18D. Councilwoman Martinez Muela

One of the things I want to talk about is just the idea that children are going back to school but they are not going back to school they are staying home. One of the major considerations for staying home that is being overlooked right now is physical education and mental health. It is really unfortunate that we are in this COVID pandemic that has really turned our lives upside down. Moms, dads and grandparents who are now home teaching have a new appreciation for teachers. Let's give them a little bit of love because they are taking a whole new environment. Kids who are home let's give them a little love because they are not able to go hang out with their friends now. Let's give a little love and be loving to each other

**City Council Meeting Minutes of August 18, 2020**

especially during this time. It is unprecedented times and unfortunately we haven't taken into consideration how these times affect us physically and mentally. I do want to remind you there are resources out there. Parents we hope and pray that you are managing well and I hope you have mental health resources if you need them. I know there are a lot of families that are really struggling with loss of income, if a person has depression because of COVID it has turned lives upside down. Be kind this school year. Our motto for the Back-to-School Resource Fair is be kind, be smart, be safe. I hope that you all are that to each other.

18E. Councilman Velasco

I am glad we are talking about being kind to each other especially now with this pandemic going and we as the head of this City as Councilmembers we need to keep that in mind we have to be positive things are tough things are rough and we have to be kind. Mayor Pro Tem Morales mentioned the Delta Airlines, congratulations on that and that is what it is all about that is where Council comes in we use our connections, we use our contacts, we use our resources to compliment what the City Manager and her staff are doing this is how we are going to get through this.

18D.1 Update Regarding Mini Pitch Soccer Fields.

We met some people from the Target Foundation and they have agreed to starting a mini soccer pitch field at Mountain View Park the basketball court will be repurpose if it works out. The Target Foundation would pay for it and it wouldn't cost the City.

18D.2 Update Regarding the Weekly COVID-19 Testing for El Monte Residents.

We have a testing program every Thursday from 9:00 am to 11:30 at the Community Center Parking lot. It is with the Regan Testing Medical Center so we started another testing facility besides the airport.

18D.3 Update Regarding the El Monte Free COVID-19 Youth Learn and Care Program.

This is not costing the City.

18D.4 Update Regarding Census 2020.

I have been promoting the Census. Everywhere I go, the Valley Vista Trucks have posters on them. They have given an extension but do not wait for the extension because Washington is changing again. We need to make sure that people file their census.

**City Council Meeting Minutes of August 18, 2020**

18D.5 Update Regarding Al Fresco Outside Dining.

This is nice to see that there are businesses that are making some money and keeping it safe again and we are monitoring it and we go visit and the businesses are happy because they need to survive.

18D.6 Update Regarding the Drive-In Movie Events on Main Street.

We had one last week on Friday and keeping everyone just happy and keeping everyone safe.

19. **ADJOURNMENT: Adourn in memory of Trini Lopez, American singer, guitarist, and actor.**

**Without objection the Mayor adjourned the meeting at 10:30 pm.**

The next Regular Meeting of the City Council will be held on **September 1, 2020** at 6:00 p.m. This Agenda will be posted on the City's website, [www.ci.el-monte.ca.us](http://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.

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Catherine A. Eredia, City Clerk  
City of El Monte

APPROVED:

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Andre Quintero, Mayor  
City of El Monte

**ORDINANCE NO. 2982  
(DEVELOPMENT AGREEMENT NO. 02-20)**

**AN ORDINANCE OF THE CITY OF EL MONTE  
APPROVING A DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF EL MONTE AND OUTDOOR ASSOCIATES,  
LLC, TO CONSTRUCT AN ELECTRONIC READER  
BOARD BILLBOARD AT 12243 GARVEY AVENUE IN  
AREA NO. 6 OF THE CITY'S FREEWAY OVERLAY ZONE**

WHEREAS, on July 18, 2017, the El Monte City Council (the "City Council") adopted Ordinance No. 2914, establishing El Monte Municipal Code (EMMC) Chapter 17.88 – Freeway Overlay Zone (the "Overlay Zone") and seven (7) overlay areas in which billboards would be allowed;

WHEREAS, on December 17, 2019, the City Council adopted Ordinance No. 2961, adding an additional three (3) overlay areas, for a total of ten (10) areas;

WHEREAS, on May 21, 2020, Outdoor Associates, LLC (the "Applicant"), 2 South View, Trabuco Canyon, CA 92697, filed an application for Design Review No. 05-20 and Development Agreement No. 02-20, to construct a new digital billboard;

WHEREAS, the digital billboard will be located at 12243 Garvey Avenue, Assessor Parcel Nos. 8565-004-004 and 8565-004-009 (the "Subject Site"), Area No. 6 of the Overlay Zone;

WHEREAS, Development Agreement No. 02-20 is attached to this Ordinance as Exhibit A;

WHEREAS, on July 28, 2020, the El Monte Planning Commission (the "Planning Commission") held a full and fair public hearing and adopted Resolution No. 3579, approving Design Review No. 05-20 for the billboard's aesthetics and recommending the City Council approve Development Agreement No. 02-20 for the terms and regulations of the billboard;

WHEREAS, the City Council held a full and fair public hearing to consider the First Reading of this Ordinance to approve Development Agreement No. 02-20;

WHEREAS, notices of the Planning Commission and City Council public hearings were placed in a local newspaper and mailed to all property owners in accordance with the EMMC, and all interested persons were given full opportunity to be heard and present evidence; and

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

**12.2**

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

**SECTION 2. General Plan.** The Subject Site is located on Garvey Avenue just west of Durfee Avenue. The General Plan land use designation for the Subject Site is "Regional Commercial," as is the surrounding area;

**SECTION 3. Zoning.** The Subject Site is zoned General Commercial (C-3), which is consistent with the General Plan Land Use Designation. Surrounding properties are zoned and developed as follows:

- North: C-3 Zone; I-10 San Bernardino Freeway;
- South: C-3; Self-storage facility;
- East: C-3; Auto repair business; and
- West: C-3; Residential unit, tile store and auto repair.

**SECTION 4. Environmental.** In accordance with the criteria and authority contained in the California Environmental Quality Act (CEQA) of 1970 and the CEQA Guidelines as amended, an Initial Study and Mitigated Negative Declaration (IS/MND) was circulated from April 7, 2017 to May 8, 2017 to establish the Freeway Overlay Zone. On July 18, 2017, the City Council adopted Ordinance No. 2914 approving the Freeway Overlay Zone. A total of four (4) mitigation measures were incorporated in the MND to reduce the impacts of any future billboards to a "Less Than Significant" level. The mitigation measures were incorporated as conditions of approval in the Planning Commission Resolution. The MND reviewed all possible environmental impacts that could result from the construction and ongoing operations of an electronic billboard. Furthermore, the billboard will meet all requirements of the City's Freeway Overlay Zone and will obtain all necessary permits from Caltrans. Therefore, no further environmental analysis is required.

**SECTION 5. Findings.** Pursuant to EMMC Sections 17.88.040, the following findings can be made in the affirmative for Development Agreement No. 02-20:

A. The proposed Development Agreement is consistent with the General Plan.

*Finding of Fact:*

The Project and proposed Development Agreement are consistent with the Subject Site's land use designation of "Regional Commercial". This designation is primarily located where the I-10 Freeway and Peck Road intersect and along the eastern end of Valley Boulevard. This area includes automobile dealerships and other uses that attract visitors from throughout the region. While the proposed digital billboard is not a typical business, it is taking advantage of its key location adjacent to the freeway. The General Plan also discusses the need for the City to generate revenues from new sources. Specifically, the introduction of the Economic Development Element states the need to "attract and expand economic activity by revitalizing efforts, increasing business value, improving sales and generating new revenues for the City."

The General Plan does not specifically identify digital billboards as a potential revenue source. However, the General Plan does discuss the need for new revenue sources to implement City policies and support programs. Therefore, the Project is consistent with the goals of the EMMC and the El Monte General Plan.

- B. The proposed Development Agreement is consistent with the State Development Agreement Law and EMMC Chapter 17.84.

*Finding of Fact:*

The Project and proposed Development Agreement contain all requisite provisions set forth therein. In addition, the Project and Development Agreement will not be detrimental to the health, safety, and general welfare through the enforcement and implementation of conditions of approval and mitigation measures. Further, prior to the issuance of City development permits and/or the issuance of a final completion of work, the Building and Safety Division, Engineering/Public Works Division, Planning Division and City Attorney Office's conditions and requirements must be met, which will protect and preserve the health, safety and general welfare. The Project and Development Agreement will not adversely affect the orderly development of properties in the area or the preservation of land values in the vicinity. The addition of a digital billboard will generate needed City revenues.

- C. The proposed installation of the billboard is compatible with the uses and structures on the site and in the surrounding area:

*Finding of Fact:*

The Subject Site is developed with an auto repair business. In 2018, the property owner received Planning Commission approval to construct a new building towards the rear of the Subject Site. Construction for the new building is expected to begin after the billboard is installed. The proposed billboard will also be located towards the rear of the Subject Site. Staff reviewed the plans for the new building and proposed billboard and finds they will not conflict with each other. Surrounding uses include a self-storage facility, additional auto repair, a tile store and the I-10 San Bernardino. A legal non-conforming residential dwelling is located to the west of the Subject Site. The dwelling is non-conforming because it is located in the General Commercial (C-3) zone. While not required to do so, the Applicant completed a lighting study, which showed increased lighting levels would be within an acceptable level. In addition, Planning Commission Resolution No. 3579 included measures to protect nearby uses.

- D. The proposed billboard would not create a traffic or safety problem, including problems associated with onsite access circulation or visibility:

*Finding of Fact:*

The proposed billboard will be located at the rear of the Subject Site in an area that does not include any driveways or parking spaces. Nonetheless, the proposed billboard will have a clearance of 51 feet, which greatly exceeds the minimum clearance of 16 feet required by the EMMC for vehicles or pedestrians that may travel below the sign. The Applicant will also be required to obtain Caltrans approval for the sign. Caltrans has

very extensive standards related to the installation of digital billboards to ensure they do not create any traffic or safety problems for vehicles on the freeway.

- E. The proposed billboard would not interfere with onsite parking or landscaping as required in the EMMC:

*Finding of Fact:*

The proposed billboard will be located at the rear of the Subject Site in an area that does not include any parking spaces or landscape planters. The Applicant has already been conditioned to add landscape planters throughout the Subject Site as part of a new building, which will be constructed after the proposed billboard is installed.

- F. The proposed billboard would not otherwise result in a threat to the general health, safety and welfare of City residents:

*Finding of Fact:*

The proposed billboard would not be a threat to the general health, safety and welfare of City residents, business operators and visitors. The proposed billboard will meet all current California Building Code requirements. This will ensure the proposed billboard will be able to withstand windstorms and other weather-related events. Because of advancements in technology and building techniques, the proposed billboard will be lighter in weight and use significantly less energy than such billboards did a generation ago.

- G. The proposed billboard, in addition to its aesthetic treatment, provides public benefits that would not otherwise accrue to the public in the absence of its installation:

*Finding of Fact:*

The public benefits from the proposed billboard will be substantial. The Applicant has already paid a \$25,000 processing fee to cover all City staff and consultant time. The billboard will be a significant revenue source over time, generating a total of \$4,368,318.96 over a period of 30 years (\$90,000.00 the first year and an average of \$145,610.63 annually thereafter). These funds will be submitted to the City on a quarterly basis. The Development Agreement outlines other benefits that are not monetary, including the ability to display public service announcements and Amber Alerts. In addition, a ten (10) percent discount will be given to El Monte businesses that are members of the El Monte-South El Monte Chamber of Commerce.

**SECTION 6. Conditions of Approval.** The Applicant shall comply with all conditions of approval outlined in Planning Commission Resolution No. 3579.

PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at the regular meeting of this 1st day of September, 2020.

\_\_\_\_\_  
André Quintero, Mayor  
City of El Monte

ATTEST:

\_\_\_\_\_  
Catherine A. Eredia, City Clerk  
City of El Monte

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

I, Catherine A. Eredia, City Clerk of the City of El Monte, hereby certify that the foregoing Ordinance No. 2982 was introduced for a first reading on the 18th day of August, 2020 and approved for a second reading and adopted by said Council at its regular meeting held on the 1st day of September, 2020 by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Catherine A. Eredia, City Clerk  
City of El Monte

**“EXHIBIT A”**

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF EL MONTE  
& OUTDOOR ASSOCIATES, LLC**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

City of El Monte  
c/o City Clerk  
11333 Valley Blvd.  
El Monte, CA 91731

[Exempt From Recording Fee Per Gov. Code §6103]

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(Space Above Line for Recorder's Use)

**DEVELOPMENT AGREEMENT  
BETWEEN  
THE CITY OF EL MONTE  
AND  
OUTDOOR ASSOCIATES, LLC**

**DEVELOPMENT AGREEMENT**  
**BETWEEN**  
**THE CITY OF EL MONTE**  
**AND**  
**OUTDOOR ASSOCIATES, LLC**

This Development Agreement (hereinafter “**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (hereinafter the “**Effective Date**”), by and between the City of El Monte (hereinafter “**City**”), and Outdoor Associates LLC, a Delaware limited liability company (hereinafter “**Developer**”).

**RECITALS**

**This Development Agreement is predicated upon the following facts:**

A. The Development Agreement Act (Government Code section 65864 *et seq.*) authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purposes of strengthening the public planning process, encouraging private participation and comprehensive planning and identifying the economic costs of such development.

B. Developer has a leasehold or license interest in that certain portion of real property, located adjacent to and on the southerly side of the east-bound lanes of the Interstate 10 Freeway, at 12243 Garvey Avenue, in the City of El Monte (APN: 8565-004-009), as more specifically described in Exhibit “A” attached hereto and incorporated herein (the “**Site**”).

C. Developer desires to install on the Site a new double-sided 14 x 48 foot digital display which is oriented toward the Interstate 10 Freeway, as more particularly described in the Scope of Development attached hereto as Exhibit “B” and as depicted in the Site Plan attached hereto as Exhibit “C” and incorporated herein (the “**New Digital Billboard**” or the “**Project**”).

D. Developer and City recognize that the Developer has a legal or equitable interest in the Site and thus is qualified to enter into this Agreement in accordance with Development Agreement Act.

E. In anticipation of the implementation of the Project, the Developer has made or will make application to the City (in its governmental capacity) for certain approvals, entitlements, findings, and permits required for the implementation of the Project, including, a sign use permit, and an application for a development agreement for the Project under the Development Agreement Act.

F. To mitigate the impact of the installation of the New Digital Billboard and in consideration the City’s agreement to enter into this Agreement with Developer and (iv) grant the approvals sought by Developer for the New Digital Billboard, Developer is agreeable to pay the City an annual Public Benefit Contribution (as such terms are defined below), for the cost to the City to enter into this Agreement and to mitigate the impact of the installation of the New Digital Billboard and to reimburse the City its Project costs.

G. The Site is located within the City’s Billboard Overlay Zone Area No. 6, on property that is zoned General Commercial (C-3) with a General Plan Land Use Classification of “Regional Commercial”. Developer and the City agree that a development agreement should be approved and adopted to memorialize the property expectations of the City and Developer, as more particularly described herein.

H. The City Council has specifically considered and approved the public benefits of this Project upon the welfare of the City, including its compliance with the requirements of the California Environmental Quality Act (“CEQA”).

I. This Agreement eliminates uncertainty in planning and provides for the orderly implementation of the Project in a manner consistent with the City’s zoning regulations and the General Plan.

J. On \_\_\_\_\_, 2020, at a duly noticed public hearing, the Planning Commission adopted Resolution No. \_\_\_\_-2020, recommending approval of this Agreement (Development Agreement No. 02-20) to the City Council and requiring Developer’s compliance with the specific Conditions of Approval stated therein. In addition, at the same meeting, the Planning Commission adopted Resolution No. \_\_\_\_-2020, approving Design Review No. 05-20. The Planning Commission also recommended staff work with the applicant to install the City Seal on the southern elevation of the billboard, if feasible.

K. On \_\_\_\_\_, 2020, the City Council found that, as a result of the Project in accordance with the Development Approvals and this Agreement, substantial public benefits will accrue to the public and that it is in the best public interest of the City and its residents, to adopt this Agreement. This Agreement and the proposed Development (as hereinafter defined) will achieve a number of City objectives, including but not limited to utilizing the Site for a revenue-generating use.

L. On \_\_\_\_\_, 2020, the City Council, at a duly noticed hearing to consider the approval of this Agreement, considered the proposal, heard testimony, and introduced Ordinance No. \_\_\_\_, which Ordinance approves this Agreement.

M. On \_\_\_\_\_, 2020, the City Council held the second reading on, and adopted Ordinance No. \_\_\_\_, thereby approving this Agreement.

N. The City finds and determines that all actions required of the City precedent to approval of this Agreement by Ordinance No. \_\_\_\_ of the City Council have been duly and regularly taken.

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Act, as it applies to the City, and in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. DEFINITIONS AND EXHIBITS.**

1.1. **Definitions.** This Agreement uses a number of terms having specific meanings, as defined below. These specially defined terms are distinguished by having the initial letter

capitalized, when used in the Agreement. In addition to the terms defined in the Recitals above, the defined terms include the following:

1.1.1 “**Additional Revenue**” means revenue received from a third-party for use of the support structure of the New Digital Billboard for the installation of Telecommunications Facilities.

1.1.2 “**Agreement**” means this Development Agreement and all attachments and exhibits hereto.

1.1.3 “**Anniversary Date**” is the annual reoccurrence of the Commencement Date.

1.1.4 “**City**” means the City of El Monte, a California municipal corporation.

1.1.5 “**City Council**” means the City Council of the City.

1.1.6 “**Commencement Date**” means the date that is five (5) business days after the satisfaction of the Completion Requirements.

1.1.7 “**Completion Requirements**” means (i) issuance of all Development Approvals, Final Permits and/or compliance with all requirements under applicable laws required to operate the New Digital Billboard and the expiration of all applicable challenge periods related to the foregoing without the filing of any challenge or appeal (or if a challenge or appeal has been filed, such challenge or appeal has been resolved on terms reasonably satisfactory to Developer), as evidenced by written notice thereof from Developer to the City, and (ii) completion of construction of the New Digital Billboard, such that Developer can immediately commence operation of the New Digital Billboard (as determined by Developer in its reasonable discretion), as evidenced by written notice thereof from Developer to the City.

1.1.8 “**Developer**” means Outdoor Associates LLC, a Delaware limited liability company duly existing and operating, and its successors and assigns.

1.1.9 “**Development**” means the installation of a New Digital Billboard on the Site and the undergrounding of all utilities from Southern California Edison’s electrical source or an electrical source located elsewhere on Owner’s property (e.g., from an electrical panel on a building situation on Owner’s property) to the New Digital Billboard, as well as any other improvements to the Site for the purpose of completing the structures, improvements and facilities comprising the Project.

1.1.10 “**Development Agreement Act**” means Article 2.5 of Chapter 4 of Division 1 of Title 7 (Sections 65864 through 65869.5) of the California Government Code, as the same may be amended or re-codified from time to time.

1.1.11 “**Development Approvals**” means any and all permits, licenses, consents, rights and privileges approved or issued by the City in connection with the Project on or before the Effective Date, including, without limitation, this Agreement and the following entitlements: the Resolution No. \_\_\_\_\_ approved by the Planning Commission on \_\_\_\_\_, 2020,

and approval of the City Council by Ordinance No. \_\_\_\_\_ on \_\_\_\_\_, 2020, as further described at Section 4.3 herein.

1.1.12 “**Effective Date**” means the date inserted into the preamble of this Agreement, which is thirty (30) days following (a) approval of this Agreement by ordinance of the City Council, provided this Agreement is signed by Developer and the City, (b) the Development Approvals have been approved; and (c) expiration of all applicable challenge periods without the filing of any challenge or appeal (or if a challenge or appeal has been filed, such challenge or appeal has been resolved on terms reasonably satisfactory to Developer) related to the Development Approvals and CEQA.

1.1.13 “**Final Permits**” shall mean all necessary/required permits and inspections by all governmental and utility agencies, including any permits and approvals required by the California Department of Transportation, to construct and operate the New Digital Billboard and related improvements, which are signed and dated by the City, as applicable. Final Permits do not include the Development Approvals.

1.1.14 “**Land Use Regulations**” means all ordinances, resolutions, codes, rules, regulations and official policies of the City, including, but not limited to, the City’s General Plan, Municipal Code and Zoning Code, which govern development and use of the Site, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of the New Digital Billboard, and the design, improvement and construction standards and specifications applicable to the Development or the Site which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement. Land Use Regulations shall also include the federal National Pollutant Discharge Elimination System (“NPDES”) regulations and approvals from the California Department of Transportation Outdoor Advertising Division, to the extent applicable.

1.1.15 “**Lease**” means the lease or license agreement, as the case may be, for the Site between Owner, as landlord or licensor, and Developer, as tenant or licensee.

1.1.16 “**Mortgagee**” means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device, a lender or each of their respective successors and assigns.

1.1.17 “**Official Records**” means the official Records of Los Angeles County, California.

1.1.18 “**City Fees**” means all fees and charges required by City that are customarily and applied uniformly to all construction or development related activity including, but not limited to, fees for land use applications, building permit applications, building permits, grading permits, hauling permits, encroachment permits, demolition permits, lot line adjustments, street vacations, inspections, certificates of occupancy and plan check.

1.1.19 “**Processing Fee**” is the fee which is in addition to the payment of City Fees or customary building plan check or building permit fees, and is intended to reimburse the City for fees and costs incurred in connections with City’s review, evaluation, and analysis

pertaining to the New Digital Billboard, including, but not limited to, legal and consultant fees and feasibility analysis incurred by the City in negotiation and preparation of this Agreement.

1.1.20 “**Project**” means the New Digital Billboard as described in Exhibit “B” consistent with the Development Approvals and the Final Permits.

1.1.21 “**Public Benefit Contribution**” means the payment from Developer to City pursuant to Section 3.3 of this Agreement, which payment may be used by the City for various public projects and programs.

1.1.22 “**Site**” refers to the real property described in Recital B and more specifically described on Exhibit “A” attached hereto and incorporated herein.

1.1.23 “**Scope of Development**” means the Scope of Development attached hereto as Exhibit “B” and incorporated herein.

1.1.24 “**Subsequent Land Use Regulations**” means any Land Use Regulations adopted and effective after the Effective Date of this Agreement which govern development and use of the Site and Project.

1.1.25 “**Subsequent Development Approvals**” means any Development Approvals issued subsequent to the Effective Date in connection with the Project.

1.1.26 “**Telecommunications Facilities**” means an antenna or wireless communication device, infrastructure and related equipment for telecommunications, cellular or wi-fi service, surveillance or other video equipment provided by a duly approved and licensed telecommunications service provider. “**Term**” shall have the meaning provided in Section 2.4, unless earlier terminated as provided in this Agreement.

1.2 **Exhibits.** The following documents are attached to, and by this reference made a part of, this Agreement: Exhibit “A” (Legal Description of Site), Exhibit “B” (Scope of Development), and Exhibit “C” (Site Plan and Elevations).

## 2. **GENERAL PROVISIONS.**

2.1. **Application of Agreement.** This Agreement shall apply to the development and use of the Project carried out on the Site. The Project shall be developed and operated in accordance with the Development Approvals and this Agreement.

2.2. **Binding Effect of Agreement.** From and following the Effective Date, actions by the City and Developer with respect to the Development, including actions by the City on applications for Subsequent Development Approvals affecting the Site, shall be subject to the terms and provisions of this Agreement, provided, however, that nothing in this Agreement shall be deemed or construed: (i) to modify or amend the Lease, or any of Developer’s obligations thereunder, or to bind or restrict Owner with respect to its ownership or operation of the Site except as expressly set forth herein with respect to the Development, or (ii) to impose any obligation whatsoever on Owner with respect to the Development, except as expressly set forth in this Agreement.

2.3. **Interest in Site.** The City and Developer acknowledge and agree that Developer is the tenant or licensee of the Site and thus is qualified to enter into and be a party to this Agreement under the Development Agreement Act. The City and Developer acknowledge and agree that Developer has a legal or equitable interest in the Site and thus is qualified to enter into and be a party to this Agreement under the Development Agreement Act. Additionally, prior to the execution of this Agreement, Developer has allowed the City to view a redacted copy of the Lease which demonstrates that Developer has a leasehold or license interest in the Site, which interest shall be maintained for the entire Term of this Agreement. If Developer's leasehold or license interest is prematurely and legally terminated by Owner in conformance with the Lease, then Developer shall have no further obligations under Section 3(a) of the Scope of Development attached hereto as Exhibit "B", relative to the maintenance of landscaping thereon that particular Site, except as provided under Section 6.1. Additionally, if Developer's leasehold or license interest is prematurely terminated for any reason, then Developer shall have no further obligations under this Agreement for that particular Site, except as provided under Section 6.1.

2.4. **Term of Agreement.** Unless earlier terminated as provided in this Agreement, this Agreement shall commence on the Commencement Date and continue in full force and effect until the date that is thirty (30) years after the Commencement Date (the "**Initial Term**"), and thereafter for successive like terms of one (1) year each (each, a "**Successive Term**" and collectively, the "**Successive Terms**"), unless not less than thirty (30) days (and no more than ninety (90) days) before the end of the Initial Term or any subsequent Successive Term, Developer or the City gives written notice of termination of this Agreement to the other party. The Initial Term and all Successive Terms are collectively referred to herein as the "**Term**". Notwithstanding any provision in this Agreement to the contrary, the Term of this Agreement shall automatically expire upon (i) the expiration or earlier termination of the Lease, or (ii) the permanent removal of the New Digital Billboard constructed pursuant to the terms hereof, other than its removal for repair or replacement. Within thirty (30) days after the termination of this Agreement, the parties shall execute a written cancellation of this Agreement which shall be recorded in the Official Records pursuant to Section 9.1 below. If this Agreement is not extended or renewed as set forth herein, then either party may, at its option, elect for Developer to remove the digital displays and restore the portion of the Site affected by the New Digital Billboard to its pre-billboard condition, except the columns can be cut off one (1) foot below grade.

### 3. DEVELOPER OBLIGATIONS-PUBLIC BENEFIT.

3.1. **Processing Fee.** Upon submission of this Agreement for approval by the City, Developer paid to the City a one-time non-refundable Processing Fee in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) to reimburse the City for its costs in processing this Agreement, including costs for outside consultants and staff time.

3.2. **City Fees.** Developer shall pay all City Fees for the development of the Project at the rate and amount in effect at the time the fee is required to be paid.

3.3. **Public Benefit Contribution.** In consideration for the rights and benefits to developer under this Agreement, Developer shall pay to the City an annual Public Benefit Contribution in the amount set forth in the table below. The Public Benefit Contribution shall be paid to the City in advance on the first (1<sup>st</sup>) day of each calendar quarter in four (4) equal quarterly installments as set forth in the table below, with quarterly installments for the first and

last quarters of the Term prorated based upon a ninety (90) day quarter. Not included in this schedule is Additional Revenue received by the Developer as set forth in Section 3.7 below.

<u>Year</u>	<u>Public Benefit Contribution</u>	<u>Quarterly Installment</u>
1	\$90,000.00	\$22,500.00
2	\$92,250.00	\$23,062.50
3	\$94,556.24	\$23,639.06
4	\$96,920.16	\$24,230.04
5	\$99,343.16	\$24,835.79
6	\$101,826.72	\$25,456.68
7	\$104,372.40	\$26,093.10
8	\$106,981.72	\$26,745.43
9	\$109,656.28	\$27,414.07
10	\$112,397.68	\$28,099.42
11	\$125,000.00	\$31,250.00
12	\$128,125.00	\$32,031.25
13	\$131,328.12	\$32,832.03
14	\$134,611.32	\$33,652.83
15	\$137,976.60	\$34,494.15
16	\$141,426.04	\$35,356.51
17	\$144,961.68	\$36,240.42
18	\$148,585.72	\$37,146.43
19	\$152,300.36	\$38,075.09
20	\$156,107.88	\$39,026.97
21	\$175,000.00	\$43,750.00
22	\$179,375.00	\$44,843.75
23	\$183,859.40	\$45,964.85
24	\$188,455.88	\$47,113.97
25	\$193,167.28	\$48,291.82
26	\$197,996.44	\$49,499.11
27	\$202,946.36	\$50,736.59
28	\$208,020.00	\$52,005.00
29	\$213,220.52	\$53,305.13
30	\$218,551.00	\$54,637.75

3.4. **Community Benefits.** Developer shall also provide the following community benefits during the entire Term of this Agreement:

3.4.1. **City's Use of the Billboard.** During the entire Term of this Agreement, Developer shall provide five (5) weeks' worth of display time per year for the Site for public service announcements by the City on either side of the New Digital Billboard, subject to availability of space. Developer shall place City-provided announcements, on a space available basis, in one (1) of the eight (8) display images in the current rotation of display images at any time. The City shall be responsible for providing Developer with approved advertising copy and shall also be responsible for any costs associated with providing Developer with artwork in acceptable format per Developer's specifications. City's use is subject to the following conditions and parameters: (1) all copy must be submitted to Developer at least five (5) days before the proposed display date and will be subject to Developer's standard advertising copy rejection and

removal policies, which allow Developer, in its sole discretion, to approve or disapprove copy and remove copy once posted or displayed, and (2) all five (5) weeks' worth of display time for a particular year must be utilized during such year (i.e., no advertisement rights shall accumulate or carryover to the following year).

3.4.2. **Amber Alert System.** The New Digital Billboard shall be connected into and utilized in connection with the Amber Alert communications network established by the U.S. Department of Justice.

3.4.3. **Discount Advertising.** Developer shall offer a ten percent (10%) discount off its applicable rates for display of advertising on the New Digital Billboard to any current, active member of the El Monte - South El Monte Chamber of Commerce with a City of El Monte business address.

3.4.4. **City Signage.** Developer shall install and maintain on both sides of the New Digital Billboard above the display panel a sign reading "City of El Monte". The design of such sign shall be approved by the City.

3.5. **Restrictions on Use.** Developer shall not utilize any of the displays on the New Digital Billboard to advertise or communicate political matter, tobacco including e-cigarettes and vaping, marijuana, hashish, "strip clubs," adult entertainment businesses, sexually oriented materials, or use sexually oriented images, or use sexually oriented language. Further, Developer shall not utilize any of the displays on the New Digital Billboard to advertise or communicate any matter that may be prohibited by State or Federal law and any City ordinance existing as of the Effective Date of this Agreement, or as may be amended or implemented from time-to-time after the Effective Date and equally-applicable to all billboard displays by any duly and valid City ordinance. The New Digital Billboard shall at all times be constructed and operated in a manner consistent with the Outdoor Advertising Act of the State of California (Business & Professions Code sections 5200 *et seq.*) and other applicable State and Federal laws and regulations.

3.6. **City's Rights to Use the Site.** The City shall have the right to access and install Telecommunications Facilities on the Site that the City deems necessary for the health, safety and welfare of the public or pursuant to a third-party agreement. The City shall be responsible for all of the installation and operating costs of its Telecommunications Facilities, and the City's Telecommunications Facilities shall be installed and operated in a manner that does not interfere with or negatively impact the New Digital Billboard in any manner, including, without limitation, the amount of advertising revenue received by Developer from the operation of the New Digital Billboard or the amount of Additional Revenue derived therefrom. The City shall indemnify, defend and hold harmless Developer and its members, partners, shareholders, officers, directors, employees and affiliates (collectively, the "**Developer Parties**") from and against any and all claims, lawsuits, actions, proceedings, judgments, losses, costs, claims (including reasonable sums paid in settlement of claims), reasonable attorneys', consultant and expert fees, penalties, damages and liabilities (collectively, "**Claims**") arising from or related to the installation, operation or use of the Telecommunications Facilities installed on the Site by or on behalf of the City, except to the extent that such Claims arise from the active negligence or willful misconduct of any of the Developer Parties.

3.7. **Fixed Facility Fee.** Should City or Developer enter into any agreement for the installation of Telecommunications Facilities on the support structure of the New Digital Billboard, the party receiving payment for such Telecommunications Facilities shall pay to the other party an annual fixed facility fee of fifteen percent (15%) of the Additional Revenue collected as a result of the Telecommunications Facilities. Each party shall have the right upon request to review and audit the Additional Revenue received by the other party for a period thirty (30) days after the date on which such Additional Revenue was received.

#### 4. **DEVELOPMENT AND IMPLEMENTATION OF THE DEVELOPMENT.**

4.1. **Rights to Develop.** Subject to provisions of this Agreement, Developer shall have the right to develop the Site in accordance with, and to the extent of, the Development Approvals, the existing Land Use Regulations, this Agreement and in compliance with all laws, regulations, rules and requirements of all governmental authorities with jurisdiction over the Project.

4.2. **Effect of Agreement on Land Use Regulations.** Except as otherwise provided under the terms of this Agreement, the rules, regulations and official policies governing permitted uses of the Site, the density and intensity of use of the of the structures on the Site, the maximum height and size of proposed structures on the Site, and the design, improvement and construction standards and specifications applicable to the Site, shall be as set forth in the Land Use Regulations which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement.

4.3. **Development Approvals.** Developer shall, at its own expense and before commencement of demolition, construction or development of any structures or other work of improvement upon the Site, secure or cause to be secured the Development Approvals, a Conditional Use Permit and building permit(s) from the City, and any and all permits and approvals which may be required by any other governmental agency or utility affected by such construction, development or work to be performed by Developer pursuant to the Scope of Development; provided, however, that the City acknowledges that the City's Planning Commission and City Council have approved an Initial Study/Negative Declaration for the Project, thus complying with, and satisfying the requirements of CEQA. Not by way of limiting the foregoing, in developing and constructing the Development, Developer shall comply with all: (1) applicable development standards in the City's Municipal Code that were in affect at the time the Agreement and Conditional Use Permit were approved by the City's Planning Commission, (2) applicable NPDES requirements pertaining to the Development, and (3) applicable building codes that were in effect at the time the Agreement and Conditional Use Permit were approved by the City's Planning Commission, except as may be permitted through approved variances and modifications. Developer shall pay all normal and customary fees and charges applicable to such permits, and any fees and charges hereafter imposed by the City in connection with the Development which are standard and uniformly applied to similar projects in the City. Nothing contained in this Agreement shall be deemed to impose any obligation on Owner with respect to the Development Approvals or the Development.

#### 4.4. **Timing of Development.**

4.4.1. The parties acknowledge that Developer cannot at this time predict when or if the Property will be developed. Such decisions depend upon numerous factors that are not within the control of Developer. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465 (the “**Pardee Case**”) that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties’ agreement, it is the parties’ intent to cure that deficiency by acknowledging and providing that, except as otherwise provided in this Agreement, Developer shall have the right to develop the Project consistent with the Development Approvals in such order and at such rate and at such times as Developer deems appropriate within the exercise of its sole and subjective business judgment during the Term of this Agreement. This provision shall be broadly construed to provide Developer the greatest amount of time and flexibility (in light of the *Pardee Case* and any other similar or distinguishing cases) as necessary or appropriate to permit Developer to complete the development of the Project irrespective of later-adopted rules, regulations or initiatives that would otherwise restrict Developer’s time to complete the Project.

4.4.2. Developer shall commence construction of the New Digital Billboard on the Site within one hundred eighty (180) calendar days following: (a) Developer’s receipt of a building permit from the City for construction of the New Digital Billboard and related improvements, (b) the issuance of all Development Approvals and Final Permits for construction of the New Digital Billboard and related improvements, and (c) the expiration of all applicable challenge periods related to the foregoing without the filing of any challenge or appeal (or if a challenge or appeal has been filed, such challenge or appeal has been resolved on terms reasonably satisfactory to Developer). In the event that Developer fails to meet the schedule for commencement of construction of the New Digital Billboard set forth above, then after compliance with Section 5.3, either party hereto may terminate this Agreement by delivering written notice to the other party, and, in the event of such termination, neither party shall have any further obligation hereunder. However, if circumstances within the scope of Section 9.10 delay the commencement of construction or completion of construction of the New Digital Billboard, then such delays shall not constitute grounds for any termination rights found within this Agreement and the timeline to commence or complete the relevant task shall be extended in the manner set forth in Section 9.10. Notwithstanding the above, Developer shall, at all times, comply with all other obligations set forth in this Agreement regarding the construction or improvement of the New Digital Billboard. Developer shall also maintain the New Digital Billboard at all times during the Term in accordance with the maintenance provisions set forth in Section 3 of the Scope of Development, attached as Exhibit “B” herein.

4.5. **Changes and Amendments.** Developer may determine that changes to the Development Approvals are appropriate and desirable. In the event Developer makes such a determination, Developer may apply in writing for an amendment to the Development Approvals to effectuate such change(s). The parties acknowledge that the City shall be permitted to use its inherent land use authority in deciding whether to approve or deny any such amendment request; provided, however, that in exercising the foregoing reasonable discretion, the City shall not apply a standard different than that used in evaluating requests of other developers. Accordingly, under no circumstance shall the City be obligated in any manner to approve any amendment to the Development Approvals. The City Manager shall be authorized to approve any non-

substantive amendment to the Development Approvals without processing an amendment to this Agreement. All other amendments shall require the approval of the City Council. Nothing herein shall cause Developer to be in default if it upgrades the digital displays installed pursuant to this Agreement during the Term of this Agreement to incorporate newer technology; provided Developer shall secure all applicable ministerial permits to do so and such upgrade is consistent with the dimensions and standards for the displays, as provided under this Agreement, Land Use Regulations and Subsequent Land Use Regulations.

#### 4.6. **Reservation of Authority.**

4.6.1. *Limitations, Reservations and Exceptions.* Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the Development:

(a) Processing fees and charges of every kind and nature imposed by the City to cover the estimated actual costs to the City of processing applications for Subsequent Development Approvals.

(b) Procedural regulations consistent with this Agreement relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

(c) Changes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, as adopted by the City as Subsequent Land Use Regulations, if adopted prior to the issuance of a building permit for development of the New Digital Billboard. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

(d) Regulations that are not in conflict with the Development Approvals or this Agreement.

(e) Regulations that are in conflict with the Development Approvals or this Agreement, provided Developer has given written consent to the application of such regulations to the Development.

(f) Applicable federal, state, county and multi-jurisdictional laws and regulations which the City is required to enforce against the Site or the Development, and that do not have an exception for existing signs or legal nonconforming uses.

4.6.2. **Future Discretion of the City.** This Agreement shall not prevent the City from denying or conditionally approving any application for a Subsequent Development Approval on the basis of the Land Use Regulations.

4.6.3. **Modification or Suspension by Federal, State, County, or Multi-Jurisdictional Law.** In the event that applicable federal, state, county or multi-jurisdictional laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, and there is no exception for the legal nonconforming use under applicable federal, state, county or multi-jurisdictional laws or regulations, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such federal, state, county or multi-jurisdictional laws or regulations, and this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

4.7. **Regulation by Other Public Agencies.** It is acknowledged by the parties that other public agencies not subject to control by the City may possess authority to regulate aspects of the Development as contemplated herein, and this Agreement does not limit the authority of such other public agencies. Developer acknowledges and represents that, in addition to the Land Use Regulations, Developer shall, at all times, comply with all applicable federal, state and local laws and regulations applicable to the Development and that do not have an exception for a legal nonconforming use. To the extent such other public agencies preclude development or maintenance of the Development and do not have an exception for a legal nonconforming use, Developer shall not be further obligated under this Agreement except as provided in Section 6.1. Notwithstanding the foregoing, if such action by another public agency materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

4.8. **Public Improvements.** Notwithstanding any provision herein to the contrary, the City shall retain the right to condition any Subsequent Development Approvals on the requirement that Developer pay subsequently required development fees, and/or construct certain subsequently required public infrastructure ("**Exactions**") at such time as the City shall determine, subject to the following conditions:

4.8.1. The payment or construction must be to alleviate an impact caused by the Development or be of benefit to the Development; and

4.8.2. The timing of the Exaction should be reasonably related to the development of the Development and said public improvements shall be phased to be commensurate with the logical progression of the development of the Development, as well as the reasonable needs of the public.

4.8.3. It is understood, however, that if there is a material increase in cost to Developer, or such action by the City otherwise materially impacts Developer or its performance

hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

4.9. **Fees, Taxes and Assessments.** During the Term of this Agreement, the City shall not, without the prior written consent of Developer, impose any additional fees, taxes or assessments on all or any portion of the Development, except such fees, taxes and assessments as are described in or required by this Agreement and/or the Development Approvals. However, this Agreement shall not prohibit the application of fees, taxes or assessments upon the Site only and not on the New Digital Billboard or Developer directly, except as follows:

4.9.1. Developer shall be obligated to pay those fees, taxes or City assessments and any increases in same which exist as the Effective Date and applicable to the Development or are included in the Development Approvals;

4.9.2. Developer shall be obligated to pay any fees or taxes, and increases thereof, imposed on a City-wide basis such as, but not limited to, business license fees or taxes or utility taxes applicable to the Development;

4.9.3. Developer shall be obligated to pay all fees applicable to any permit applications as charged by the City at the time such application(s) are filed by Developer; and

4.9.4. Developer shall be obligated to pay any fees imposed pursuant to any Uniform Code that existed when the permit applications are filed by Developer or that exist when Developer applies for any Subsequent Development Approvals.

4.10. **Changes.** Notwithstanding anything to the contrary herein, if there is a change in such fees as compared to those fees in effect as of the Effective Date, or if any additional fees are charged and such additional or increased fees materially change Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

## 5. **REVIEW FOR COMPLIANCE.**

5.1. **Review.** In compliance with the Development Agreement Act, the City Council shall have the right to review at its sole cost and expense the Developer's good faith compliance with the terms of this Agreement at least every twelve (12) months during the Term ("**Review**") and City Council may, in its sole and absolute discretion and at its sole cost and expense, order a Review at any time. No failure on the part of the City to conduct or complete any Review as provided herein shall have any impact on the validity of this Agreement. Developer shall cooperate with the City in the conduct of such any Review.

5.2. **City Rights of Access.** Subject to the City's execution of a permit to enter the Site in a form reasonably acceptable to Owner, the City and its officers, employees, agents and contractors shall have the right, at their sole risk and expense, to enter the Site without interfering with any right-of-way, and at all reasonable times with as little interference as possible, for the purpose of conducting the Review under this Section 5 or inspection, construction, reconstruction, relocation, maintenance, repair or service of any public improvements or public facilities located on the Site. Any damage or injury to the Site or to the

improvements constructed thereon (including, without limitation, the New Digital Billboard) resulting from such entry shall be promptly repaired at the sole expense of the City. Notwithstanding the foregoing or any other provision in this Agreement (including without limitation Section 5.1 above) to the contrary, the City shall have no right whatsoever to enter the Site unless and until the City executes and delivers to Owner a permit to enter in a form reasonably acceptable to Owner (except that this provision is not intended to interfere with the City's police powers to address any nuisance, dangerous condition, or other condition pursuant to the City's ordinances). Notwithstanding anything to the contrary herein, in no event will the City's representatives ever climb up the pole of the New Digital Billboard during any inspection.

5.3. **Procedure.** Each party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with this Agreement, to explain the basis for such assertion, and to receive from the other party a justification of its position on such matters. If, on the basis of the parties' review of any terms of this Agreement, either party concludes that the other party has not complied in good faith with the terms of this Agreement, then such party may issue a written "**Notice of Non-Compliance**" specifying the grounds therefore and all facts demonstrating such non-compliance. The party receiving a Notice of Non-Compliance shall have thirty (30) days to cure or remedy the non-compliance identified in the Notice of Non-Compliance, but if such cure or remedy is not reasonably capable of being cured or remedied within such thirty (30) day period, then the party receiving a Notice of Non-Compliance shall commence to cure or remedy the non-compliance within such thirty (30) day period and thereafter diligently and in good faith prosecute such cure or remedy to completion. If the party receiving the Notice of Non-Compliance does not believe it is out of compliance and contests the Notice of Non-Compliance, it shall do so by responding in writing to said Notice of Non-Compliance within thirty (30) days after receipt of the Notice of Non-Compliance. If the response to the Notice of Non-Compliance has not been received in the office of the party alleging the non-compliance within the prescribed time period, the Notice of Non-Compliance shall be conclusively presumed to be valid. If a Notice of Non-Compliance is contested, the parties shall, for a period of not less than fifteen (15) days following receipt of the response, seek to arrive at a mutually acceptable resolution of the matter(s) occasioning the Notice of Non-Compliance. In the event that a cure or remedy is not timely completed, the party alleging the non-compliance may thereupon pursue the remedies provided in Section 6; provided, however, that if the Notice of Non-Compliance is contested and the parties are not able to arrive at a mutually acceptable resolution of the matter(s) by the end of the fifteen (15) day period, then either party shall have the right to seek a judicial determination of such contested matter. Neither party hereto shall be deemed in breach if the reason for non-compliance is due to "force majeure" as defined in, and subject to the provisions of, Section 9.10.

5.4. **Certificate of Agreement Compliance.** If, at the conclusion of any Review, Developer is found to be in compliance with this Agreement, the City shall, upon request by Developer, issue within ten (10) days of receipt of the request, a written confirmation ("**Certificate**") to Developer stating that, after the most recent Review, and based upon the information known or made known to the City Manager and the City Council, that (1) this Agreement remains in effect, and (2) Developer is in compliance. The Certificate shall be in recordable form if requested by Developer and shall contain information necessary to communicate constructive record notice of the finding of compliance. Developer may record the Certificate with the County Recorder. Additionally, Developer may, at any time, request from

the City a Certificate stating, in addition to the foregoing, which specific obligations under this Agreement have been fully satisfied with respect to the Site and City shall respond within ten (10) days of receipt of the request. If the City fails to respond to a Developer's request pursuant to this Section 5.4, the Developer is presumed to be in compliance with this Agreement or any obligation that is the subject of the Developer's request.

## 6. DEFAULT AND REMEDIES.

### 6.1. Termination of Agreement.

6.1.1. *Termination of Agreement for Material Default of Developer.* The City, in its discretion, may terminate this Agreement (a) if Developer fails to make the Public Benefit Contribution within fifteen (15) days after the due date, or (b) for any material failure of Developer to perform any material duty or obligation of Developer hereunder or to comply in good faith with the terms of this Agreement (hereinafter referred to as "*default*" or "*breach*"); provided, however, the City may terminate this Agreement pursuant to subsection (b) above only after following the procedures set forth in Section 5.3. In the event of a termination by the City under this Section 6.1.1, Developer acknowledges and agrees that the City may retain any portion of the Public Benefit Contribution paid up to the date of termination and Developer shall pay the prorated amount of the Public Benefit Contribution within sixty (60) days after the date of termination and removal of the New Digital Billboard that equates to the percentage of time elapsed in the year of the Term at the time of termination.

6.1.2. *Termination of Agreement for Material Default of City.* Developer, in its discretion, may terminate this Agreement for any material failure of the City to perform any material duty or obligation of the City hereunder or to comply in good faith with the terms of this Agreement; provided, however, Developer may terminate this Agreement pursuant to this Section only after following the procedures set forth in Section 5.

6.1.3. *Termination of Agreement Without Default.* Developer may terminate this Agreement upon the occurrence of any of the following: (1) if, despite Developer's good faith efforts, Developer is unable to secure the necessary permits (including all Final Permits) and/or comply with requirements under applicable laws as necessary to effectuate the Development, or (2) any governmental agency has concluded a taking or regulatory taking of the Site and/or the Development, or (3) the Lease is terminated, or (4) Developer is unable to profitably operate the Development or (5) if the advertising value of the New Digital Billboard is materially diminished for any reason, including, without limitation, a diversion or reduction of vehicular traffic or the view of the New Digital Billboard becomes entirely or partially obstructed or impaired, or (6) any other circumstance or event pursuant to which termination is permitted by Developer under this Agreement. In the event of a termination by Developer under this Section 6.1.3, Developer acknowledges and agrees that the City may retain any portion of the Public Benefit Contribution paid up to the date of termination and Developer shall pay the prorated amount of the Public Benefit Contribution within sixty (60) days after the date of termination.

6.1.4. *Rights and Duties Following Termination.* Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except (i) Developer's

obligation to remove the terminated New Digital Billboard pursuant to Section 2.4, and (ii) any continuing obligations to indemnify other parties.

## 7. **INSURANCE, INDEMNIFICATION AND WAIVERS.**

### 7.1. **Insurance.**

#### 7.1.1. *Types of Insurance.*

(a) *Liability Insurance.* On or prior to the Effective Date and until completion of the Term, Developer shall, at its sole cost and expense, keep or cause to be kept in force for Developer general liability insurance against claims and liabilities for bodily injury, death or property arising out of or in connection with Developer's activities under this Agreement and for claims and liabilities covered by the indemnification provisions of Section 7.2. Such insurance shall have the following limits: (i) at least Two Million Dollars (\$2,000,000) for bodily injury or death to any one person, (ii) at least Four Million Dollars (\$4,000,000) for any one accident or occurrence, and (iii) at least One Million Dollars (\$1,000,000) for property damage. Within seven (7) days after written request from the City, Developer shall also furnish or cause to be furnished to the City evidence that any contractors with whom Developer has contracted for the performance of any work for which Developer is responsible maintains the same coverage required of Developer.

(b) *Worker's Compensation.* Within seven (7) days after written request from the City, Developer shall also furnish or cause to be furnished to the City evidence that any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries worker's compensation insurance as required by law.

(c) *Insurance Policy Form, Sufficiency, Content and Insurer.* All insurance required by express provisions hereof shall be carried only by responsible insurance companies qualified to do business by California with an AM Best Rating of no less than "A". All such policies shall be non-assignable and shall contain language, to the extent obtainable, to the effect that (i) the insurer waives the right of subrogation against the City and against the City's agents and representatives except as provided in this Section; (ii) the policies are primary and noncontributing with any insurance that may be carried by the City, but only with respect to the liabilities assumed by Developer under this Agreement; and (iii) the policies cannot be canceled or materially changed except after written notice by the insurer to the City or the City's designated representative as expeditiously as the insurance company agrees to provide such notice. Developer shall furnish the City with certificates evidencing the insurance required to be procured by the terms of this Agreement on or prior to the Effective Date.

7.1.2. *Failure to Maintain Insurance.* If Developer fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish the City with required proof that the insurance has been procured and is in force and paid for, the City, after complying with the requirements of Section 5.3, may view such failure or refusal to be a default hereunder.

### 7.2. **Indemnification.**

7.2.1. **General.** To the extent of its liability coverage required under Section 7.1.1(a) above, Developer shall indemnify the City and its officers, employees, and agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein “*claims or liabilities*”) that may be asserted or claimed by any person, firm, or entity to the extent arising out of or in connection with the negligent work, operations, or activities of Developer, its agents, employees, subcontractors, or invitees, hereunder, upon the Site or arising from this Agreement.

(a) Developer will defend any action or actions filed in connection with any such claims or liabilities covered by the indemnification provisions herein and will pay all costs and expenses, including reasonable legal costs and attorneys’ fees incurred in connection therewith, which attorneys will be the attorneys hired by the insurance company where insurance coverage applies, or by Developer.

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

7.2.2. **Exceptions.** The foregoing indemnity shall not include claims or liabilities arising from the negligence or willful misconduct of the City, or its officers, agents or employees who are directly responsible to the City.

7.2.3. **Additional Coverage.** Without limiting the generality of the foregoing, Developer’s indemnity obligation shall include any liability arising by reason of:

(a) Any accident or other occurrence in or on the Site causing injury to any person or property whatsoever to the extent caused by Developer;

(b) Any failure of Developer to comply with performance of all of the provisions of this Agreement;

(c) Any harm, delays, injuries or other damages incurred by any party as a result of any subsurface conditions on the Site caused solely by Developer, including but not limited to, the presence of buried debris, hazardous materials, hydrocarbons, or any form of soil contamination.

7.2.4. **Loss and Damage.** Except as set forth below, the City shall not be liable for any damage to property of Developer, nor for the loss of or damage to any property of Developer by theft or otherwise. The foregoing sentence shall not apply (i) to the extent the City or its agents, employees, subcontractors, invitees or representatives causes such injury or damage when accessing the Site, or (ii) under the circumstances set forth in Section 7.2.2 above.

7.2.5. **Period of Indemnification.** The obligations for indemnity under this Section 7.2 shall begin upon the Effective Date and shall survive termination of this Agreement for the period of two (2) years.

7.3. **Waiver of Subrogation.** Developer and the City mutually agree that neither shall make any claim against, nor seek to recover from the other or its agents, servants, or employees, for any loss or damage to Developer or the City or to any person or property relating to this Agreement, except as specifically provided hereunder, which include but is not limited to a claim or liability to the extent arising from the negligence or willful misconduct of the City or Developer, as the case may be, or their respective officers, agents, or employees who are directly responsible to the City and Developer, as the case may be.

8. **MORTGAGEE PROTECTION.** The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering Site or any portion thereof or the Development or any improvement on the Site thereon by any mortgage, deed of trust or other security device securing financing with respect to the Site. The City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and the City agrees upon request, from time to time, to meet with Developer or Owner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. Subject to compliance with applicable laws, the City will not unreasonably withhold its consent to any such requested interpretation or modification, provided the City determines such interpretation or modification is consistent with the intent and purposes of this Agreement. Upon reasonable approval by the City Attorney, the City authorizes the City Manager to execute any Notices of Consent to Assignment on behalf of the City or similar financial documentation. Any Mortgagee of the Site shall be entitled to the following rights and privileges:

8.1.1. Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Development of the Site or any mortgage of the Site made in good faith and for value, unless otherwise required by law.

8.1.2. The Mortgagee of any mortgage or deed of trust encumbering the Development of the Site or any mortgage or deed of trust encumbering the Site, or any part thereof, which Mortgagee has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from the City of any default by Developer in the performance of Developer's obligations under this Agreement.

8.1.3. If the City timely receives a request from a Mortgagee requesting a copy of any Notice of Non-Compliance given to Developer under the terms of this Agreement, the City shall make a good faith effort to provide a copy of that Notice of Non-Compliance to the Mortgagee within ten (10) days of sending the Notice of Non-Compliance to Developer. The Mortgagee shall have the right, but not the obligation, to cure the non-compliance during the period that is the longer of (i) the remaining cure period allowed such party under this Agreement, or (ii) sixty (60) days.

8.1.4. Any Mortgagee who comes into possession of the Development or the Site, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Development or the Site, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; except that (i) to the extent that any covenant to be performed by Developer is a

condition precedent to the performance of a covenant by the City, the performance thereof shall continue to be a condition precedent to the City's performance hereunder, and (ii) in the event any Mortgagee seeks to develop or use any portion of the Development or the Site acquired by such Mortgagee by foreclosure, deed of trust, or deed in lieu of foreclosure, such Mortgagee shall strictly comply with all of the terms, conditions and requirements of this Agreement and the Development Approvals applicable to the Development or the Site or such part thereof so acquired by the Mortgagee.

## 9. MISCELLANEOUS PROVISIONS.

9.1. **Recordation of Agreement.** This Agreement shall be recorded in the Official Records of the Los Angeles County Recorder within ten (10) days of execution, as required by Government Code Section 65868.5. Amendments approved by the parties, and any cancellation, shall be similarly recorded.

9.2. **Entire Agreement.** This Agreement sets forth and contains the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

9.3. **Severability.** If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then that term, provision, covenant or condition of this Agreement shall be stricken and the remaining portion of this Agreement shall remain valid and enforceable if that stricken term, provision, covenant or condition is not material to the main purpose of this Agreement, which is to allow the Development to be permitted and operated and to provide the Public Benefit Contribution Fee to the City; otherwise, this Agreement shall terminate in its entirety, unless the parties otherwise agree in writing, which agreement shall not be unreasonably withheld.

9.4. **Interpretation and Governing Law.** This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning, to achieve the objectives and purposes of the parties hereto. The rule of construction, to the effect that ambiguities are to be resolved against the drafting party or in favor of the non-drafting party, shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

9.5. **Section Headings.** All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

9.6. **Singular and Plural.** As used herein, the singular of any word includes the plural.

9.7. **Time of Essence.** Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

9.8. **Waiver.** Failure of a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

9.9. **No Third-Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit for the parties and Owner and their respective successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

9.10. **Force Majeure.** Notwithstanding any provision to the contrary herein, neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, rains, winds, wars, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government actions and regulations (other than those of the City and of the California Department of Transportation), court actions (such as restraining orders or injunctions), or other causes beyond the party's reasonable control. If any such events shall occur the term of this Agreement then the time for performance shall be extended for the duration of each such event, provided that the Term of this Agreement shall not be extended under any circumstances for more than five (5) years beyond the date it would have otherwise expired, and further provided that if such delay is longer than six (6) months, Developer may terminate this Agreement upon written notice to the City and the City shall return to Developer any portion of the Public Benefit Contribution Fee paid for any period after the effective date of such termination.

9.11. **Mutual Covenants.** The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

9.12. **Counterparts.** This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

9.13. **Litigation.** Any action at law or in equity arising under this Agreement or brought by any party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Los Angeles, State of California, or such other appropriate court in said county. Service of process on the City shall be made in accordance with California law. Service of process on Developer shall be made in any manner permitted by California law and shall be effective whether served inside or outside California. In the event of any action between the City and Developer seeking enforcement of any of the terms and conditions to this Agreement, the prevailing party in such action shall be awarded, in addition to such relief to which such party is entitled under this Agreement, its reasonable litigation costs and expenses, including without limitation, its expert witness fees and reasonable attorneys' fees.

9.14. **Covenant Not to Sue.** The parties to this Agreement, and each of them, agree that this Agreement and each term hereof are legal, valid, binding, and enforceable. The parties to

this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other party to this Agreement, in law or in equity, which is based on an allegation, or assert in any such action, that this Agreement or any term hereof is void, invalid, or unenforceable.

9.15. **Development as a Private Undertaking.** It is specifically understood and agreed by and between the parties hereto that the Development is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between the City and Developer is that of a government entity regulating the development of private property, on the one hand, and the holder of a legal or equitable interest in such private property on the other hand. The City agrees that by its approval of, and entering into, this Agreement, that it is not taking any action which would transform this private development into a “public work” development, and that nothing herein shall be interpreted to convey upon Developer any benefit which would transform Developer’s private development into a public work project, it being understood that this Agreement is entered into by the City and Developer upon the exchange of consideration described in this Agreement, including the Recitals to this Agreement which are incorporated into this Agreement and made a part hereof, and that the City is receiving by and through this Agreement the full measure of benefit in exchange for the burdens placed on Developer by this Agreement.

9.16. **Further Actions and Instruments.** Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

9.17. **Eminent Domain.** No provision of this Agreement shall be construed to limit or restrict the exercise by the City of its power of eminent domain or Developer’s right to seek and collect just compensation or any other remedy available to it.

9.18. **Amendments in Writing/Cooperation.** This Agreement may be amended only by written consent of both parties specifically approving the amendment (which approval shall not be unreasonably withheld, conditioned or delayed) and in accordance with the Government Code provisions for the amendment of development agreements. The parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters. Minor, non-material modifications may be approved on behalf of the City by the City Manager upon reasonable approval by the City Attorney.

9.19. **Assignment.** Except with respect to Permitted Assignments (as defined below), Developer shall not transfer or assign its rights and obligations under this Agreement

(collectively, an “**Assignment**”) to any person or entity without the prior approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Permitted Assignments shall not be deemed an “Assignment” for the purposes of this Agreement and shall not require the prior approval of the City; provided that, (a) Developer shall notify the City in writing of such proposed Permitted Assignment at least thirty (30) days prior to the effective date of any proposed assignment or transfer, (b) Developer and such assignee shall enter into a written assignment and assumption agreement, executed in recordable form, pursuant to which such assignee shall agree to assume all duties and obligations of Developer under this Agreement remaining to be performed from and after the date of such assignment. For purposes of this Agreement, “**Permitted Assignment**” shall mean (i) a transfer or assignment to any person or entity in connection with a transfer or assignment of all of Developer’s interest in the Lease, (ii) a transfer or assignment to a corporation, limited liability company or partnership in which Developer, Glenn Emanuel (“**Emanuel**”) and/or Emanuel’s immediate family members (spouse and children), individually or collectively, hold a voting and financial interest in excess of fifty percent (50%), (iii) an transfer or assignment to a member of Developer, and (iv) a transfer or assignment to a trust or other estate planning entity formed for the benefit of Emanuel and/or Emanuel’s immediate family members (spouse and children).

9.20. **Corporate Authority.** The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

9.21. **Notices.** All notices under this Agreement shall be effective when delivered by United States Postal Service mail, registered or certified, postage prepaid return receipt requested, and addressed to the respective parties as set forth below, or to such other address as either party may from time to time designate in writing by providing notice to the other party:

If to the City:                      City of El Monte  
   11333 Valley Blvd.  
   El Monte, CA 91731  
   Attn: City Manager

If to Developer:                    Outdoor Associates LLC  
   22431 Antonio Parkway, Suite b160-681  
   Rancho Santa Margarita, CA 92688  
   Attn: Glenn Emanuel

With a copy to:                    Jackson Tidus  
   2030 Main Street, Suite 1200  
   Irvine, CA 92614  
   Attn: Michael L. Tidus, Esq.

9.22. **Nonliability of City Officials.** No officer, official, member, employee, agent, or representatives of the City shall be liable for any amounts due hereunder, and no judgment or

execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, or representative.

9.23. **No Brokers.** The City and Developer each represent and warrant to the other that it has not employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorneys' fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement or arising out of agreements by the indemnifying party to pay any commission or finder's fee.

9.24. **No Amendment of Lease.** Nothing contained in this Agreement shall be deemed to amend or modify any of the terms or provisions of the Lease. Nothing contained in this Agreement shall constitute or be deemed to constitute a limit on any of Developer's obligations under the Lease, or any of Owner's rights or remedies against Developer under the Lease.

*[Signatures on the following page]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

CITY:

CITY OF EL MONTE  
a California municipal corporation

By: \_\_\_\_\_  
Mayor

DEVELOPER:

OUTDOOR ASSOCIATES LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Glenn Emanuel, Manager

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 \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_

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 \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature (Seal)

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 \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_

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 \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE

All that certain real property located in the City of El Monte, County of Los Angeles, State of California more particularly described as follows:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF EL MONTE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 8 IN BLOCK "A" OF TRACT NO. 10760, IN THE CITY OF EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 184, PAGE 41 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 8565-004-004

PARCEL 2:

THAT PORTION OF LOT 2 IN BLOCK "A" OF TRACT NO. 10760, IN THE CITY OF EI MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 184, PAGE 41 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT;

THENCE WESTERLY ALONG THE SOUTHERLY LINE THEREOF TO THE MOST WESTERLY CORNER OF SAID LOT;

THENCE ALONG THE NORTHWESTERLY LINE THEREOF, NORTH 22 DEGREES 37 MINUTES 24 SECONDS EAST, 190.76 FEET TO A LINE BEARING NORTH 73 DEGREES 39 MINUTES 08 SECONDS WEST FROM A POINT IN THE EASTERLY LINE OF LOT 3 IN SAID BLOCK "A", DISTANT THEREON NORTH 22 DEGREES 37 MINUTES 24 SECONDS EAST, 72.75 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT 3;

THENCE ALONG SAID LINE, SOUTH 73 DEGREES 39 MINUTES 08 SECONDS EAST TO THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF LOT 8 IN SAID BLOCK "A";

THENCE SOUTHERLY ALONG SAID PROLONGATION TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL MINERALS, OILS, GASES AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND HEREINABOVE DESCRIBED, WITHOUT HOWEVER, THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE THEREFOR.

APN: 8565-004-009

## EXHIBIT "B"

### SCOPE OF DEVELOPMENT

Developer and the City agree that the Development shall be undertaken in accordance with the terms of the Agreement, which include the following:

1. The Development. Developer shall install the New Digital Billboard on the Site in accordance with the terms of this Agreement. The New Digital Billboard consists of one (1) 65-foot tall, "bulletin" size V-Shaped freeway-oriented billboard with a total of two (2) digital displays (each display measuring 14' x 48' within the billboard frame) adjacent to the Interstate 10 Freeway. Before the issuance of final inspection of the Final Permits, Developer shall underground all utilities necessary for the New Digital Billboard and the Site shall be maintained in accordance with the conditions at Section 3 below.

2. Building Fees. Developer shall pay all applicable City building fees at the time that the building permit is issued for the installation of the New Digital Billboard.

3. Maintenance and Access. Developer, for itself and its successors and assigns, hereby covenants and agrees to be responsible for the following:

(a) Maintenance and repair of the New Digital Billboard (where authorized pursuant to the Agreement, and including but not limited to, the displays installed thereon, and all related on-site improvements and, if applicable, easements and rights-of-way, at its sole cost and expense), including, without limitation, landscaping, poles, lighting, signs and walls (as they relate to the Development) to be kept in good repair, free of graffiti, rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all federal, state, and local bodies and agencies having jurisdiction over the Site. Such maintenance and repair shall include, but not be limited to, the following: (i) the care and replacement of all shrubbery, plantings, and other landscaping or the painted backing in a healthy condition if damaged by the Development; and (ii) the repair, replacement and repainting of the New Digital Billboard's structures and displays as necessary to maintain such billboards in good condition and repair.

(b) Maintenance of the New Digital Billboard in such a manner as to avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance of the Development such as to be detrimental to the public health, safety or general welfare, or that such a condition of deterioration or disrepair causes appreciable harm or is materially detrimental to property or improvements within three hundred (300) feet of the Site.

(c) If more than ten percent (10%) of the display is not operational, the entire display shall be turned off and remain black until the display is repaired.

4. Other Rights of the City. In the event of any violation or threatened violation of any of the provisions of this Exhibit "B", then in addition to, but not in lieu of, any of the rights or remedies the City may have to enforce the provisions of the Agreement, the City shall have

the right, after complying with Section 5.3 of the Agreement, to enforce the provisions hereof by undertaking any maintenance or repairs required by Developer under Section 3 above (subject to the execution of a permit to enter in form reasonably acceptable to Owner) and charging Developer for any actual out-of-pocket maintenance costs incurred in performing same.

5. No City Liability. The granting of a right of enforcement to the City does not create a mandatory duty on the part of the City to enforce any provision of the Agreement. The failure of the City to enforce the Agreement shall not give rise to a cause of action on the part of any person. No officer or employee of the City shall be personally liable to Developer, its successors, transferees or assigns, for any default or breach by the City under the Agreement.

6. Conditions of Approval. The following additional conditions shall apply to the installation of the New Digital Billboard and, where stated, landscaping adjacent to New Digital Billboard, which billboard and landscaping or painted backing adjacent to the billboard, respectively, shall conform to all applicable provisions of the Development Approvals and the following conditions, in a manner subject to the approval of the Director of Planning or his or her designee:

(a) A building permit will be required, and structural calculations shall be prepared by a licensed civil engineer and approved by the City.

(b) The Billboard shall be located in the portion of the Site shown on Exhibit "C" and shall be of the dimensions described in Section 1, above.

(c) Except to the extent a variance is granted by the City, the size of each sign display of the New Digital Billboard shall not exceed the dimensions set forth in the Ordinance, and shall not to exceed the maximum height set forth in the Ordinance, including all extensions, and shall be spaced at intervals from any other billboard on the same side of the freeway and measured parallel to the freeway as set forth in the Ordinance and depicted in the Site Plan attached hereto as Exhibit "C" approved by the City as part of the Development Approvals.

(d) Plans and specifications for the proposed installation of the New Digital Billboard shall be submitted to the City Planning and Building Departments for plan check and approval prior to the issuance of building permits. Plans and specifications for the proposed installation of the undergrounding of all utilities, shall be submitted to the City Planning and Building Departments for plan check and approval prior to the issuance of electrical permits.

(e) Prior to the approval of the final inspection, all applicable conditions of approval and all mandatory improvements shall be completed to the reasonable satisfaction of the City.

(f) Developer shall maintain the New Digital Billboard and use thereof in full compliance with all applicable codes, standards, policies and regulations imposed by the City, county, state or federal agencies by any duly and valid City, county or state ordinance with jurisdiction over the facilities.

(g) Developer shall, at all times, comply with the terms of the approval for the New Digital Billboard from the California Department of Transportation Outdoor Advertising

Division, and shall maintain acceptable clearance between proposed billboards and Southern California Edison distribution lines.

(h) Developer shall pay any and all applicable fees due to any public agency prior to the final issuance of the applicable building or electrical permits.

(i) The activities proposed in the Agreement shall be conducted completely upon the Site and shall not use or encroach on any public right-of-way.

(j) Developer shall ensure that all access to the New Digital Billboard is kept restricted to the general public to the extent permitted under local laws and by the Development Approvals.

(k) If any portion of the landscaping or painted backing installed adjacent to the New Digital Billboard is damaged by the Development or becomes damaged, unhealthy or otherwise in need of replacement, as determined by the City's Director of Planning or his or her designee, Developer shall ensure that the replacement is accomplished within fourteen (14) days of notification by the City, unless such time is extended by the City's Director of Planning or his or her designee if Developer shows unusual circumstances requiring more time to accomplish such replacement. Developer or Owner may trim such landscaping so as not to block the billboards or with the reasonable consent of the Director of Planning, the Developer at the Developer's own cost, may remove and relocate any landscaping.

(l) Developer shall comply with all necessary federal National Pollutant Discharge Elimination System (NPDES) requirements pertaining to the proposed use, to the extent applicable.

(m) All graffiti shall be adequately and completely removed or painted over within forty-eight (48) hours of notice to Developer of such graffiti being affixed on the Development.

(n) Prior to final sign-off of the building permit for the New Digital Billboard, the applicable landscaping or painted backing shall be installed at the Site.

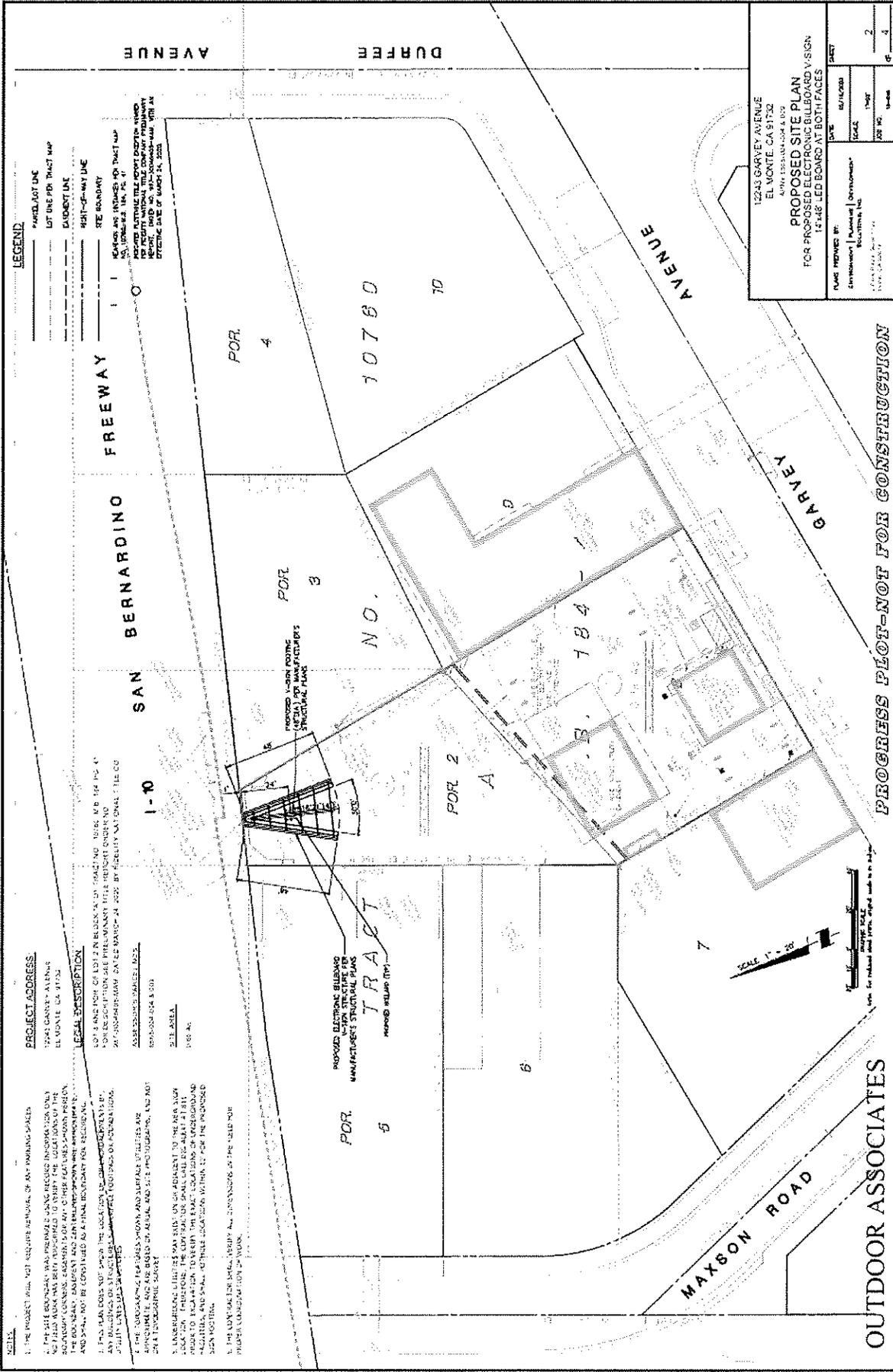
(o) Developer shall comply with State law regarding the limitation of light or glare or such other standards as adopted by the Outdoor Advertising Association of America, Inc. (OAAA), including but not limited to, the 0.3 foot-candles limitation over ambient light levels at a distance of 250 feet, and ensuring additional flexibility in reducing such maximum light level standard given the lighting environment and the obligation to have automatic dimming capabilities. Upon any reasonable complaint by City Manager or designee, Developer shall perform a brightness measurement and display using OAAA standards and provide City with the results of same within five (5) days of City complaint.

EXHIBIT "C"

SITE PLAN AND ELEVATIONS

[See Attached]





**NOTES:**

1. THE PROJECT WILL NOT REQUIRE REMOVAL OF ANY PARKING SPACES.
2. THE SITE AND DESIGN WAS PREPARED USING THE LATEST INFORMATION ONLY. ANY CHANGES TO THE DESIGN SHALL BE THE RESPONSIBILITY OF THE CLIENT.
3. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES AND AGENCIES INVOLVED IN THE PROJECT.
4. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES AND AGENCIES INVOLVED IN THE PROJECT.
5. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES AND AGENCIES INVOLVED IN THE PROJECT.

**PROJECT ADDRESS:**  
12243 GARVEY AVENUE  
EL MONTE, CA 91732

**LEGAL DESCRIPTION:**  
LOT 10760 OF LOT 1 IN BLOCK 10760, TRACT 10760, MAP 10760, EL MONTE, CALIFORNIA, AS SHOWN ON THE OFFICIAL MAP OF SALES MAP NO. 24, 2002, BY ERLICHT, MAY 2002, 7' E.L.C.D.

**ASSIGNED ZONING:** M-2  
**INDUSTRIAL & OFFICE**

**2.11 AREA:**  
10,000 sq. ft.

**LEGEND:**

- Parcel Lot Line
- Lot Line per Tract Map
- Easement Line
- Right-of-Way Line

**PROPOSED SITE PLAN**  
FOR PROPOSED ELECTRONIC BILLBOARD AND 14748 LED BOARD AT BOTH SIDES

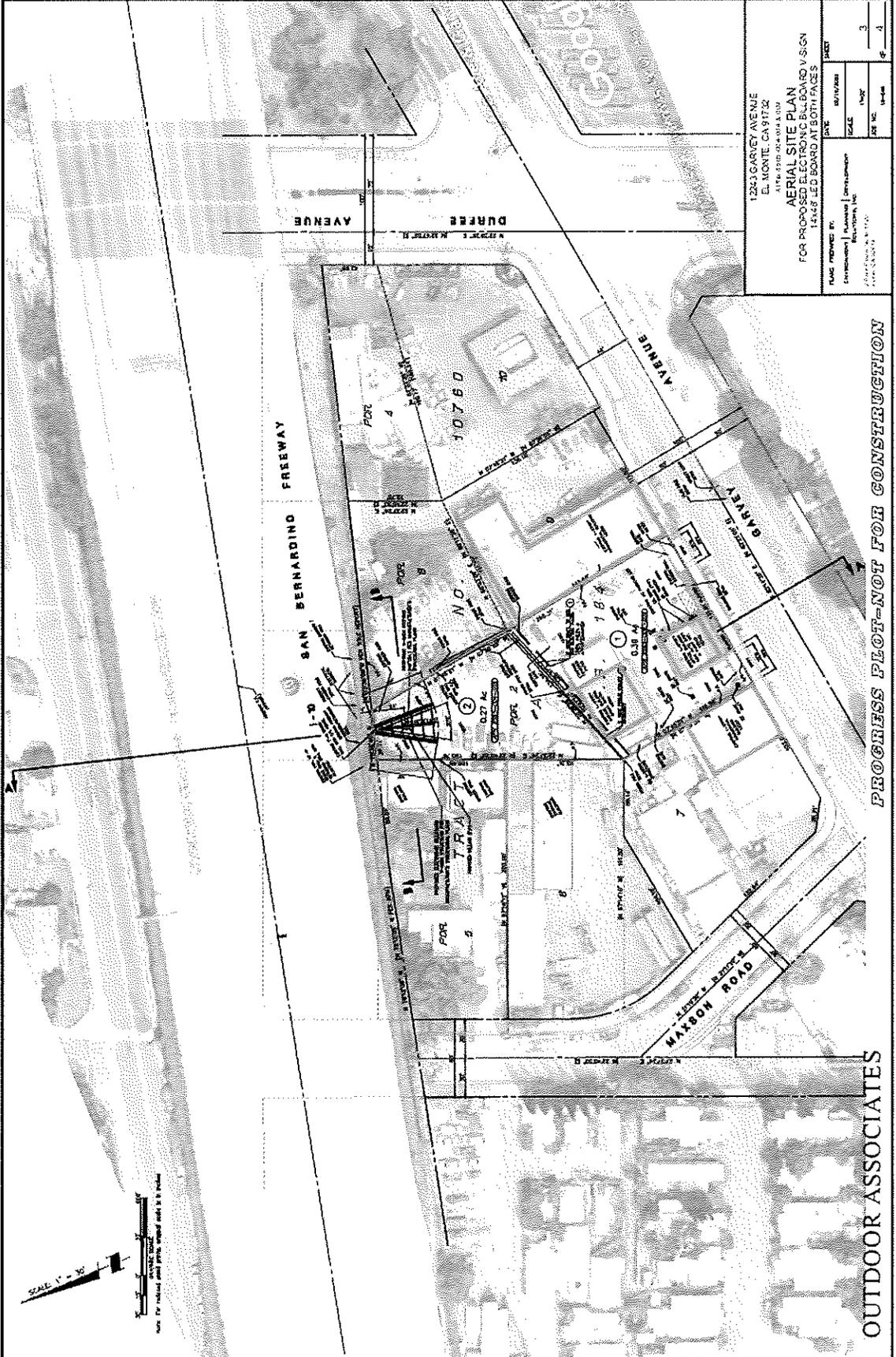
12243 GARVEY AVENUE  
EL MONTE, CA 91732

DATE: 05/14/2008  
SCALE: 1" = 20'  
JOB NO. 10760

FORM REVISED BY:	Environment   Prepared   Determined   Approved   Rejected   No
DATE:	05/14/2008
SCALE:	1" = 20'
JOB NO.:	10760
REV. NO.:	2
DATE:	05/14/2008

**OUTDOOR ASSOCIATES**

PROGRESS PLOT-NOT FOR CONSTRUCTION





**ORDINANCE NO. 2983**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA TO BRING CHAPTER 2.05 (FILLING CITY COUNCIL VACANCIES) OF THE EL MONTE MUNICIPAL CODE UP TO HARMONIZE WITH LEGSLATIVE AMENDMENTS TO SECTIONS 36512 AND 34902 OF THE CALIFORNIA GOVERNMENT CODE**

**WHEREAS**, the filling of vacancies for the elected offices of Councilmember and Mayor are governed by Government Code Sections 36512 and 34902, respectively; and

**WHEREAS**, on March 1, 2005, the El Monte City Council ("City Council") approved Ordinance No. 2647 which adopted a new Chapter 2.05 which attempted to mirror, and in some cases, expand on the procedures set forth under Government Code Sections 36512 and 34902 as the two Government Code Sections read at the time; and

**WHEREAS**, Government Code Sections 36512 and 34902 were subsequently amended by the California legislature in 2010 and again in 2016 to, among other things, increase the amount of time the City Council has to decide on whether or not to fill a vacancy by appointment or special election from 30 days to 60 days and also altered the time by which a person appointed may be required to later run for seat if he or she wishes to remain for the full unexpired balance; and

**WHEREAS**, the City Council wishes to update Chapter 2.05 such that its provisions are consistent with State law.

**NOW, THEREFORE, THE PEOPLE OF THE CITY OF SAN FERNANDO, CALIFORNIA DO HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1.** The facts set forth in the recitals above are true and correct.

**SECTION 2.** Chapter 2.05 (Filling City Council Vacancies) of Title 2 (Administration) of the City of El Monte's Municipal Code is hereby amended in its entirety to now state the following:

**2.05.010 Filling Vacancies.**

*A. Vacancies to the elective offices of City Councilmember, City Treasurer and City Clerk shall be filled in accordance with those applicable procedures prescribed by Government Code Section 36512 as the same may be amended or modified from time to time by the legislature.*

*B. Vacancies to the elective office of Mayor shall be filled in accordance with those applicable procedures prescribed by Government Code Section 34902 as the same may be amended or modified from time to time by the legislature.*

**SECTION 3. CEQA.** This Ordinance is not subject to CEQA under the general

rule set forth in Section 15601(b)(3) of the CEQA Guidelines that CEQA only applies to projects which have the potential for causing a significant effect on the environment. This Ordinance merely establishes prohibitions on commercial cannabis activities in the City.

**SECTION 4. Inconsistent Provisions.** Any provision of the El Monte Municipal Code, or appendices thereto, that conflicts with the provisions of this Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

**SECTION 5. 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 6. Construction.** This Ordinance is intended to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent. To the extent the provisions of the El Monte Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as it read prior to the adoption of this Ordinance, those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

**SECTION 7. 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 the official newspaper within fifteen (15) days after its adoption. This Ordinance shall become effective thirty (30) days after adoption.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of El Monte at the regular meeting of this 18th day of August, 2020.

\_\_\_\_\_  
Andre Quintero, Mayor  
City of El Monte

**ATTEST:**

\_\_\_\_\_  
Catherine A. Eredia, City Clerk  
City of El Monte

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

I, Catherine A. Eredia, City Clerk of the City of El Monte, hereby certify that the foregoing Ordinance No. 2983 was introduced for a first reading on the 18th day of August, 2020 and approved for a second reading and adopted by said Council at its regular meeting held on the 1st day of September, 2020 by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Catherine A. Eredia, City Clerk  
City of El Monte



# CITY OF EL MONTE

FINANCE DEPARTMENT  
CITY COUNCIL AGENDA REPORT

REGULAR CITY COUNCIL MEETING OF SEPTEMBER 1, 2020

August 19, 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 TO APPROVE THE CITY'S INVESTMENT POLICY AND DEBT MANAGEMENT POLICY FOR FISCAL YEAR 2020-2021**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Adopt a Resolution to approve the City's Investment Policy and Debt Management Policy for FY 2020-2021.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The City maintains two key formal financial management policies to comply with State Law: the Investment Policy and the Debt Management Policy. The Investment Policy is required for local governments under California Government Code Section 53646. In September 2016, the Legislature adopted Senate Bill 1029 (SB 1029). This Bill amended Government Code 8855 requiring local governments to prepare and submit accountability reports to the California Debt and Investment Advisory Commission (CDIAC). SB 1029 also mandated local governments to adopt a debt policy 30 days prior to any debt issuance after January 21, 2017.

These key formal financial management policies should be reviewed periodically to incorporate any changes / updates in the State of California's Government Code and to clarify and expand descriptions where necessary.

The Investment Policy was last presented to City Council on August 20, 2019. This year it was updated in collaboration with the City of El Monte's investment advisor, Chandler Asset Management, finance staff recently reviewed and updated the City's investment policy to capture recent changes to California Government Code (Code) sections that govern the investment of public funds. Staff also reviewed to policy to ensure inclusion

12.4

of the latest best practices from recognized industry groups such as Government Finance Officers Association (GFOA), California Society of Municipal Finance Officers (CSMFO), California Municipal Treasurers Association (CMTA), and the Association of Public Treasurers of the United States and Canada (APTUSC).

While there were no changes to Code that require the City to change its investment policy, there were recent changes to Code language that the City's investment adviser recommends the City adopt. Moreover, there are several governance and risk management related best practices that staff and the adviser also believe would make prudent additions to the City's investment program and thus adopting the new investment policy. Below is a summary of some of the recommended changes:

1. Inclusion of authorized investments permitted by CA code 53601: The City currently lists Mortgage Pass Through & Asset Backed Securities as ineligible investments. It is recommended to include those as approved investments with 5 - year maximum maturity, 20% maximum allocation to the portfolio, 5% maximum issuer allocation and AA issue Credit rating. In addition, it is recommended to include Supranational Securities to the Authorized Investment List.
2. Inclusion of language on Internal Controls: The inclusion of internal control language enhances the responsibilities detailed in the Delegation of Authority, and clarifies language on reviewing internal controls, account activity and compliance with policies and procedures.
3. Enhanced language for authorized investments: In addition to the recommendation of including MBS, ABS and Supranational debt, this update provides in depth restrictions per investment type. Each investment type provides clarity on maximum maturity, maximum portfolio allocation, maximum issuer allocation and Minimum required credit ratings. This enhancement is a best practice intended to remove any ambiguity on investment restrictions
4. Addition of due-diligence language for investment pools: The City actively invests in local government investment pools and money market mutual funds. The recommendation is to include a due diligence requirement when making pool investments that requires an investigation into the investment practices of the pool being considered for investment.
5. Enhancement of Risk Management and Diversification language: The addition of detailed language related to action items on credit downgrades in the City's portfolio as well as the establishment of best practices to assist the City in controlling and mitigating the City's exposure to market risk.

The goals of the City's investment program, as outlined in the policy, continue to be safety, liquidity, and return. We believe these updates to the policy will strengthen governance over the City's investments while providing the necessary flexibility to capture market opportunities safely.

The Debt Management Policy was first presented to City Council on March 21, 2017. No significant changes have been made since that time.

**FISCAL IMPACT/FINANCING**

There is no fiscal impact.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

These financial management policies are required by Sections of the California Government Code as stated in the Justification above.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There is no impact on current services or projects.

**CONCLUSION**

It is recommended that the City Council to consider and adopt the attached Resolution to approve the City's Investment Policy and Debt Management Policy for Fiscal Year 2020-2021.

Respectfully submitted,



ALMA MARTINEZ  
City Manager

BRUCE FOLTZ  
Finance Director

Attachments

1. Resolution Approving the City Investment Policy and Debt Management Policy
2. Investment Policy
3. Debt Management Policy

DATE: September 1, 2020
PRESENTED TO EL MONTE CITY COUNCIL
<input type="checkbox"/> APPROVED
<input type="checkbox"/> DENIED
<input type="checkbox"/> PULLED
<input type="checkbox"/> RECEIVED AND FILE
<input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
CHIEF DEPUTY CITY CLERK

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE APPROVING THE CITY INVESTMENT POLICY AND DEBT MANAGEMENT POLICY FOR FY 2020-2021**

WHEREAS, Section 53646 of the California Government Code requires local governments to have a statement of investment policy;

WHEREAS, pursuant to California Government Code Section 8855, local governments are now mandated to adopt a debt management policy at least 30 days prior to issuance of any debt after January 21, 2017;

WHEREAS, the City Council has been presented with both a Statement of Investment Policy and a Debt Management Policy;

WHEREAS, the policies presented to the City Council conform to the requirements of the Government Code;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL MONTE DOES HEREBY RESOLVE, PASS, AND APPROVED AS FOLLOWS:

SECTION 1. This Resolution is adopted for the purposes of recording the approval by the City of the Statement of Investment Policy for FY 2020-2021 (Exhibit A).

SECTION 2. This Resolution is adopted for the purposes of recording the approval by the City of the Debt Management Policy for FY 2020-2021 (Exhibit B).

SECTION 3. This Resolution shall take effect immediately upon its adoption by the City and the City Clerk shall certify to the adoption of the same.

PASSED and ADOPTED by the City Council of the City of El Monte at its adjourned regular meeting of September 1, 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, approved, and adopted by the City Council and attested to by the City Clerk at a regular meeting of said Council held on this 1<sup>st</sup> day of September, 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



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# FY 2021 Investment Policy

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Finance Department  
Finance Director: Bruce Foltz  
Policy recommended changes: July 1, 2020  
Policy last amended: July, 1 2020

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## **I. INTRODUCTION**

The purpose of this investment policy is to identify various policies and procedures that will foster a prudent and systematic investment program designed to seek the City of El Monte's objectives of safety, liquidity and return on investment through a diversified investment portfolio. This policy also serves to organize and formalize the City's investment-related activities, while complying with all applicable statutes governing the investment of public funds. This policy is written to incorporate industry best practices and recommendations from sources such as the Government Finance Officers Association (GFOA), California Municipal Treasurers Association (CMTA), California Debt and Investment Advisory Commission (CDIAC) and the Association of Public Treasurers (APT).

This investment policy was endorsed and adopted by the City of El Monte and is effective as of the 1<sup>st</sup> day of July, 2020, and replaces any previous versions.

## **II. SCOPE**

This policy covers all funds and investment activities under the direct authority of the City of El Monte, as set forth in the State Government Code, Sections 53600 *et seq.*, with the following exceptions:

- Proceeds of debt issuance shall be invested in accordance with the City's general investment philosophy as set forth in this policy; however, such proceeds are to be invested pursuant to the permitted investment provisions of their specific bond indentures.
- Any other funds specifically exempted by the City Council.

### **POOLING OF FUNDS**

Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

## **III. PRUDENCE**

Pursuant to California Government Code, Section 53600.3, all persons authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the *Prudent Investor Standard*:

“...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill,

prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the Agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the Agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.”

The Finance Director and other authorized persons responsible for managing City funds acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes provided that the Finance Director or other authorized persons acted in good faith. Deviations from expectations of a security’s credit or market risk should be reported to the governing body in a timely fashion and appropriate action should be taken to control adverse developments.

#### **IV. OBJECTIVES**

The City’s overall investment program shall be designed and managed with a degree of professionalism worthy of the public trust. The overriding objectives of the program are to preserve principal, provide sufficient liquidity, and manage investment risks, while seeking a market-rate of return.

- **SAFETY.** Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the City will diversify its investments by investing funds among a variety of securities with independent returns.
- **LIQUIDITY.** The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.
- **RETURN ON INVESTMENTS.** The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

#### **V. DELEGATION OF AUTHORITY**

Authority to manage the City’s investment program is derived from California Government Code, Sections 41006 and 53600 *et seq.*

The City Council is responsible for the management of the City’s funds, including the administration of this investment policy. The City Council has appointed the City’s elected Treasurer to be responsible for surplus cash management and investment decisions and transactions. Management responsibility for the cash management of the City’s funds is hereby delegated to the Finance Director.

The Finance Director will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate officials and employees. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Finance Director.

The City may engage the services of one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. External investment advisers may be granted discretion to purchase and sell investment securities in accordance with this investment policy.

The City's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the City.

## **VI. ETHICS AND CONFLICTS OF INTEREST**

All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. Thus employees and officials involved in the investment process shall refrain from personal business activity that could create a conflict of interest or the appearance of a conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Employees and investment officials shall disclose to the City Manager any material interests in financial institutions with which they conduct business, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking any personal investment transactions with the same individual with whom business is conducted on behalf of the City.

## **VII. INTERNAL CONTROLS**

The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Periodically, as deemed appropriate by the City and/or the City Council, an independent analysis by an external auditor shall be conducted to review internal controls, account activity and compliance with policies and procedures.

## VIII. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

To the extent practicable, the Finance Director shall endeavor to complete investment transactions using a competitive bid process whenever possible. The City's Finance Director will determine which financial institutions are authorized to provide investment services to the City. It shall be the City's policy to purchase securities only from authorized institutions and firms.

The Finance Director shall maintain procedures for establishing a list of authorized broker/dealers and financial institutions which are approved for investment purposes that are selected through a process of due diligence as determined by the City. Due inquiry shall determine whether such authorized broker/dealers, and the individuals covering the City are reputable and trustworthy, knowledgeable and experienced in Public Agency investing and able to meet all of their financial obligations. These institutions may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (uniform net capital rule).

In accordance with Section 53601.5, institutions eligible to transact investment business with the City include:

- Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers.
- Nationally or state-chartered banks.
- The Federal Reserve Bank.
- Direct issuers of securities eligible for purchase.

Selection of financial institutions and broker/dealers authorized to engage in transactions will be at the sole discretion of the City, except where the City utilizes an external investment adviser in which case the City may rely on the adviser for selection.

All financial institutions which desire to become qualified bidders for investment transactions (and which are not dealing only with the investment adviser) must supply the Finance Director with audited financials and a statement certifying that the institution has reviewed the California Government Code, Section 53600 *et seq.* and the City's investment policy. The Finance Director will conduct an annual review of the financial condition and registrations of such qualified bidders.

Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the adviser. Where possible, transactions with broker/dealers shall be selected on a competitive basis and their bid or offering prices shall be recorded. If there is no other readily available competitive offering, best efforts will be made to document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be

required as all dealers in the selling group offer those securities at the same original issue price.

## **IX. AUTHORIZED INVESTMENTS**

The City's investments are governed by California Government Code, Sections 53600 *et seq.* Within the investments permitted by the Code, the City seeks to further restrict eligible investments to the guidelines listed below. In the event a discrepancy is found between this policy and the Code, the more restrictive parameters will take precedence. Percentage holding limits listed in this section apply at the time the security is purchased.

Any investment currently held at the time the policy is adopted which does not meet the new policy guidelines can be held until maturity, and shall be exempt from the current policy. At the time of the investment's maturity or liquidation, such funds shall be reinvested only as provided in the current policy.

An appropriate risk level shall be maintained by primarily purchasing securities that are of high quality, liquid, and marketable. The portfolio shall be diversified by security type and institution to avoid incurring unreasonable and avoidable risks regarding specific security types or individual issuers.

**1. MUNICIPAL SECURITIES** include obligations of the City, the State of California and any local agency within the State of California, provided that:

- The securities are rated in a rating category of "A" or its equivalent or better by at least one nationally recognized statistical rating organization ("NRSRO").
- No more than 5% of the portfolio may be invested in any single issuer.
- No more than 30% of the portfolio may be in Municipal Securities.
- The maximum maturity does not exceed five (5) years.

**2. MUNICIPAL SECURITIES (REGISTERED TREASURY NOTES OR BONDS)** of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.

- The securities are rated in a rating category of "A" or its equivalent or better by at least one nationally recognized statistical rating organization ("NRSRO").
- No more than 5% of the portfolio may be invested in any single issuer.
- No more than 30% of the portfolio may be in Municipal Securities.
- The maximum maturity does not exceed five (5) years.

**3. U.S. TREASURIES** and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the City may invest in U.S. Treasuries, provided that:

- The maximum maturity is five (5) years.

4. **FEDERAL AGENCIES** or United States Government-Sponsored Enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the **City** may invest in Federal Agency or Government-Sponsored Enterprises (GSEs), provided that:
  - No more than 25% of the portfolio may be invested in any single Agency/GSE issuer.
  - The maximum maturity does not exceed five (5) years.
  - The maximum percent of agency callable securities in the portfolio will be 20%.
  
5. **BANKER'S ACCEPTANCES**, provided that:
  - They are issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term debt obligations which are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
  - No more than 40% of the portfolio may be invested in Banker's Acceptances.
  - No more than 5% of the portfolio may be invested in any single issuer.
  - The maximum maturity does not exceed 180 days.
  
6. **COMMERCIAL PAPER**, provided that:
  - The issuer is a corporation organized and operating in the United States with assets in excess of \$500 million.
  - The securities are rated "A-1" or its equivalent or better by at least one NRSRO.
  - They are issued by corporations which have long-term obligations rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
  - City may purchase no more than 10% of the outstanding commercial paper of any single issuer.
  - No more than 25% of the portfolio may be invested in Commercial Paper.
  - No more than 5% of the portfolio may be invested in any single issuer.
  - The maximum maturity does not exceed 270 days.
  
7. **NEGOTIABLE CERTIFICATES OF DEPOSIT (NCDs)**, issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank, provided that:
  - The amount of the NCD insured up to the FDIC limit does not require any credit ratings.
  - Any amount above the FDIC insured limit must be issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term obligations rated in a rating category of "A" or its equivalent or better by at least one NRSRO.

- No more than 30% of the total portfolio may be invested in NCDs (combined with CDARS).
  - No more than 5% of the portfolio may be invested in any single issuer.
  - The maximum maturity does not exceed five (5) years.
- 8. FEDERALLY INSURED TIME DEPOSITS** (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that:
- The amount per institution is limited to the maximum covered under federal insurance.
  - No more than 20% of the portfolio will be invested in a combination of federally insured and collateralized time deposits.
  - The maximum maturity does not exceed five (5) years.
- 9. COLLATERALIZED TIME DEPOSITS** (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions in excess of insured amounts which are fully collateralized with securities in accordance with California law, provided that:
- No more than 20% of the portfolio will be invested in a combination of federally insured and collateralized time deposits.
  - The maximum maturity does not exceed five (5) years.
- 10. CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)**, provided that:
- No more than 30% of the total portfolio may be invested in a combination of Certificates of Deposit, including CDARS.
  - The maximum maturity does not exceed five (5) years.
- 11. COLLATERALIZED BANK DEPOSITS.** City's deposits with financial institutions will be collateralized with pledged securities per California Government Code, Section 53651. There are no limits on the dollar amount or percentage that the City may invest in collateralized bank deposits.
- 12. REPURCHASE AGREEMENTS** collateralized with securities authorized under California Government Code, maintained at a level of at least 102% of the market value of the Repurchase Agreement. There are no limits on the dollar amount or percentage that the City may invest, provided that:
- Securities used as collateral for Repurchase Agreements will be delivered to an acceptable third party custodian.
  - Repurchase Agreements are subject to a Master Repurchase Agreement between the City and the provider of the repurchase agreement. The Master Repurchase Agreement will be substantially in the form developed by the Securities Industry and Financial Markets Association (SIFMA).
  - The maximum maturity does not exceed one (1) year.
- 13. STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF)**, provided that:

- The City may invest up to the maximum amount permitted by LAIF.
- LAIF's investments in instruments prohibited by or not specified in the City's policy do not exclude the investment in LAIF itself from the City's list of allowable investments, provided LAIF's reports allow the Finance Director to adequately judge the risk inherent in LAIF's portfolio.

**14. LOCAL GOVERNMENT INVESTMENT POOLS**

- Other LGIPs permitted by client.
- There is no issuer limitation for Local Government Investment Pools

**15. CORPORATE MEDIUM TERM NOTES (MTNS), provided that:**

- The issuer is a corporation organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.
- The securities are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
- No more than 30% of the total portfolio may be invested in MTNs.
- No more than 5% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

**16. ASSET-BACKED, MORTGAGE-BACKED, MORTGAGE PASS-THROUGH SECURITIES, AND COLLATERALIZED MORTGAGE OBLIGATIONS FROM ISSUERS NOT DEFINED IN SECTIONS 3 AND 4 OF THE AUTHORIZED INVESTMENTS SECTION OF THIS POLICY, provided that:**

- The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
- No more than 20% of the total portfolio may be invested in these securities.
- No more than 5% of the portfolio may be invested in any single Asset-Backed or Commercial Mortgage security issuer.
- The maximum legal final maturity does not exceed five (5) years.

**17. MUTUAL FUNDS AND MONEY MARKET MUTUAL FUNDS that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, provided that:**

- a. **MUTUAL FUNDS** that invest in the securities and obligations as authorized under California Government Code, Section 53601 (a) to (k) and (m) to (q) inclusive and that meet either of the following criteria:
  - (i) Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
  - (ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations

authorized by California Government Code, Section 53601 and with assets under management in excess of \$500 million.

- No more than 10% of the total portfolio may be invested in shares of any one mutual fund.
- b. **MONEY MARKET MUTUAL FUNDS** registered with the Securities and Exchange Commission under the Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria:
  - (i) Have attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
  - (ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of \$500 million.
- No more than 20% of the total portfolio may be invested in the shares of any one Money Market Mutual Fund.
- c. No more than 20% of the total portfolio may be invested in these securities.

**18. SUPRANATIONALS**, provided that:

- Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.
- The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
- No more than 30% of the total portfolio may be invested in these securities.
- No more than 10% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

**X. PROHIBITED INVESTMENT VEHICLES AND PRACTICES**

- State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
- In accordance with Government Code, Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
- Investment in any security that could result in a zero interest accrual if held to maturity is prohibited.
- Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
- Purchasing or selling securities on margin is prohibited.

- The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.
- The purchase of foreign currency denominated securities is prohibited.

## **XI. INVESTMENT POOLS/MUTUAL FUNDS**

The City shall conduct a thorough investigation of any pool or mutual fund prior to making an investment, and on a continual basis thereafter. The Finance Director shall develop a questionnaire which will answer the following general questions:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings.
- Are reserves, retained earnings, etc. utilized by the pool/fund?
- A fee schedule, and when and how is it assessed.
- Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

## **XII. COLLATERALIZATION**

**CERTIFICATES OF DEPOSIT (CDS).** The City shall require any commercial bank or savings and loan association to deposit eligible securities with an agency of a depository approved by the State Banking Department to secure any uninsured portion of a Non-Negotiable Certificate of Deposit. The value of eligible securities as defined pursuant to California Government Code, Section 53651, pledged against a Certificate of Deposit shall be equal to 150% of the face value of the CD if the securities are classified as mortgages and 110% of the face value of the CD for all other classes of security.

**COLLATERALIZATION OF BANK DEPOSITS.** This is the process by which a bank or financial institution pledges securities, or other deposits for the purpose of securing repayment of deposited funds. The City shall require any bank or financial institution to comply with the collateralization criteria defined in California Government Code, Section 53651.

**REPURCHASE AGREEMENTS.** The City requires that Repurchase Agreements be collateralized only by securities authorized in accordance with California Government Code:

- The securities which collateralize the repurchase agreement shall be priced at Market Value, including any Accrued Interest plus a margin. The Market Value of the securities that underlie a repurchase agreement shall be valued at 102% or greater of the funds borrowed against those securities.

- Financial institutions shall mark the value of the collateral to market at least monthly and increase or decrease the collateral to satisfy the ratio requirement described above.
- The City shall receive monthly statements of collateral.

### **XIII. DELIVERY, SAFEKEEPING AND CUSTODY**

**DELIVERY-VERSUS-PAYMENT (DVP).** All investment transactions shall be conducted on a delivery-versus-payment basis.

**SAFEKEEPING AND CUSTODY.** To protect against potential losses due to failure of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all cash and securities in the City’s portfolio shall be held in safekeeping in the City’s name by a third party custodian, acting as agent for the City under the terms of a custody agreement executed by the bank and the City. All investment transactions will require a safekeeping receipt or acknowledgment generated from the trade. A monthly report will be received by the City from the custodian listing all securities held in safekeeping with current market data and other information.

The only exceptions to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; (ii) time certificates of deposit, and, (iii) money mutual funds, since the purchased securities are not deliverable.

### **XIV. MAXIMUM MATURITY**

To the extent possible, investments shall be matched with anticipated cash flow requirements and known future liabilities.

The City will not invest in securities maturing more than five (5) years from the date of trade settlement, unless the City Council has by resolution granted authority to make such an investment.

### **XV. RISK MANAGEMENT AND DIVERSIFICATION**

#### **MITIGATING CREDIT RISK IN THE PORTFOLIO**

Credit risk is the risk that a security or a portfolio will lose some or all its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

- The diversification requirements included in the “Authorized Investments” section of this policy are designed to mitigate credit risk in the portfolio.
- No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer unless otherwise specified in this policy.

- The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to manage the quality, liquidity or yield of the portfolio in response to market conditions or City's risk preferences.
- If the credit ratings of any security owned by the City are downgraded to a level below the quality required by this investment policy, it will be the City's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.
  - If a security is downgraded, the Finance Director will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.
  - If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the City Council.

#### **MITIGATING MARKET RISK IN THE PORTFOLIO**

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

The City further recognizes that certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

- The City will maintain a minimum of six months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements.
- The maximum stated final maturity of individual securities in the portfolio will be five (5) years, except as otherwise stated in this policy.
- The duration of the portfolio will generally be approximately equal to the duration (typically, plus or minus 20%) of a Market Benchmark, an index selected by the City based on the City's investment objectives, constraints and risk tolerances.

#### **XVI. REVIEW OF INVESTMENT PORTFOLIO**

The Finance Director shall periodically, but no less than quarterly, review the portfolio to identify investments that do not comply with this investment policy and establish protocols for reporting major and critical incidences of noncompliance to the City Council.

## **XVII. PERFORMANCE EVALUATION**

The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments.

The Finance Director shall monitor and evaluate the portfolio's performance relative to the chosen market benchmark(s), which will be included in the Finance Director's quarterly report. The Finance Director shall select an appropriate, readily available index to use as a market benchmark.

## **XVIII. REPORTING**

### **MONTHLY REPORTS**

Monthly transaction reports will be submitted by the Finance Director to the City Council within 30 days of the end of the reporting period in accordance with California Government Code Section 53607.

### **QUARTERLY REPORTS**

The Finance Director will submit a quarterly investment report to the City Treasurer which provides full disclosure of the City's investment activities within 30 days after the end of the quarter. These reports will disclose, at a minimum, the following information about the City's portfolio:

1. An asset listing showing par value, cost and independent third-party fair market value of each security as of the date of the report, the source of the valuation, type of investment, issuer, maturity date and interest rate.
2. Transactions for the period.
3. A description of the funds, investments and programs (including lending programs) managed by contracted parties (i.e. LAIF; investment pools, outside money managers and securities lending agents)
4. A one-page summary report that shows:
  - a. Average maturity of the portfolio and modified duration of the portfolio;
  - b. Maturity distribution of the portfolio;
  - c. Percentage of the portfolio represented by each investment category;
  - d. Average portfolio credit quality; and,
  - e. Time-weighted total rate of return for the portfolio for the prior one month, three months, twelve months and since inception compared to the City's market benchmark returns for the same periods;
5. A statement of compliance with investment policy, including a schedule of any transactions or holdings which do not comply with this policy or with the California Government Code, including a justification for their presence in the portfolio and a timetable for resolution.

6. A statement that the City has adequate funds to meet its cash flow requirements for the next six months.

#### **ANNUAL REPORTS**

A comprehensive annual report will be presented to the City Council. This report will include comparisons of the City's return to the market benchmark return, suggest policies and improvements that might enhance the investment program, and will include an investment plan for the coming year.

### **XIX. REVIEW OF INVESTMENT POLICY**

The investment policy will be reviewed and adopted at least annually within 120 days of the end of the fiscal year, to ensure its consistency with the overall objectives of preservation of principal, liquidity and return, and its relevance to current law and financial and economic trends.

Any recommended modifications or amendments shall be presented by Staff to the City Council for their consideration and adoption.

### **GLOSSARY OF INVESTMENT TERMS**

**AGENCIES.** Shorthand market terminology for any obligation issued by a *government-sponsored entity (GSE)*, or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

**FFCB.** The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

**FHLB.** The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

**FHLMC.** Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called "FreddieMac" issues discount notes, bonds and mortgage pass-through securities.

**FNMA.** Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as "FannieMae," issues discount notes, bonds and mortgage pass-through securities.

**GNMA.** The Government National Mortgage Association, known as “GinnieMae,” issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

**PEFCO.** The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

**TVA.** The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.

**ASSET BACKED SECURITIES.** Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

**AVERAGE LIFE.** In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

**BANKER’S ACCEPTANCE.** A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which “accepts” the obligation to pay the investor.

**BENCHMARK.** A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

**BROKER.** A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.

**CALLABLE.** A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline, the issuer will likely call its current securities and reissue them at a lower rate of interest.

**CERTIFICATE OF DEPOSIT (CD).** A time deposit with a specific maturity evidenced by a certificate.

**CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SYSTEM (CDARS).** A private placement service that allows local agencies to purchase more than \$250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage. CDARS is currently the only entity providing this service. CDARS facilitates the trading of deposits between the California institution and other participating institutions in amounts that are less than \$250,000 each, so that FDIC coverage is maintained.

**COLLATERAL.** Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

**COLLATERALIZED BANK DEPOSIT.** A bank deposit that is collateralized at least 100% (principal plus interest to maturity). The deposit is collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

**COLLATERALIZED MORTGAGE OBLIGATIONS (CMO).** Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

**COLLATERALIZED TIME DEPOSIT.** Time deposits that are collateralized at least 100% (principal plus interest to maturity). These instruments are collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

**COMMERCIAL PAPER.** The short-term unsecured debt of corporations.

**COUPON.** The rate of return at which interest is paid on a bond.

**CREDIT RISK.** The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

**DEALER.** A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

**DEBENTURE.** A bond secured only by the general credit of the issuer.

**DELIVERY VS. PAYMENT (DVP).** A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser’s agent.

**DERIVATIVE.** Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate, or index.

**DISCOUNT.** The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

**DIVERSIFICATION.** Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

**DURATION.** The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a security to changes interest rates.

**FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC).** The Federal Deposit Insurance Corporation (FDIC) is an independent federal agency insuring deposits in U.S. banks and thrifts in the event of bank failures. The FDIC was created in 1933 to maintain public confidence and encourage stability in the financial system through the promotion of sound banking practices.

**FEDERALLY INSURED TIME DEPOSIT.** A time deposit is an interest-bearing bank deposit account that has a specified date of maturity, such as a certificate of deposit (CD). These deposits are limited to funds insured in accordance with FDIC insurance deposit limits.

**LEVERAGE.** Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

**LIQUIDITY.** The speed and ease with which an asset can be converted to cash.

**LOCAL AGENCY INVESTMENT FUND (LAIF).** A voluntary investment fund open to government entities and certain non-profit organizations in California that is managed by the State Treasurer's Office.

**LOCAL GOVERNMENT INVESTMENT POOL.** Investment pools that range from the State Treasurer's Office Local Agency Investment Fund (LAIF) to county pools, to Joint Powers Authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

**MAKE WHOLE CALL.** A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

**MARGIN.** The difference between the market value of a security and the loan a broker makes using that security as collateral.

**MARKET RISK.** The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

**MARKET VALUE.** The price at which a security can be traded.

**MATURITY.** The final date upon which the principal of a security becomes due and payable.

**MEDIUM TERM NOTES.** Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

**MODIFIED DURATION.** The percent change in price for a 100-basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

**MONEY MARKET.** The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

**MONEY MARKET MUTUAL FUND.** A mutual fund that invests exclusively in short-term securities. Examples of investments in money market funds are certificates of deposit and U.S. Treasury securities. Money market funds attempt to keep their net asset values at \$1 per share.

**MORTGAGE PASS-THROUGH SECURITIES.** A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

**MUNICIPAL SECURITIES.** Securities issued by state and local agencies to finance capital and operating expenses.

**MUTUAL FUND.** An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

**NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO).**  
A credit rating agency that the Securities and Exchange Commission in the United States uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

**NEGOTIABLE CERTIFICATE OF DEPOSIT (CD).** A short-term debt instrument that pays interest and is issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. Negotiable CDs are traded in a secondary market and are payable upon order to the bearer or initial depositor (investor).

**PRIMARY DEALER.** A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities market.

**PRUDENT PERSON (PRUDENT INVESTOR) RULE.** A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

**REPURCHASE AGREEMENT.** Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a reverse repurchase agreement.

**SAFEKEEPING.** A service to bank customers whereby securities are held by the bank in the customer's name.

**SECURITIES AND EXCHANGE COMMISSION (SEC).** The U.S. Securities and Exchange Commission (SEC) is an independent federal government agency responsible for protecting investors, maintaining fair and orderly functioning of securities markets and facilitating capital formation. It was created by Congress in 1934 as the first federal regulator of securities markets. The SEC promotes full public disclosure, protects investors against fraudulent and manipulative practices in the market, and monitors corporate takeover actions in the United States.

**SECURITIES AND EXCHANGE COMMISSION (SEC) RULE 15c3-1.** An SEC rule setting capital requirements for brokers and dealers. Under Rule 15c3-1, a broker or dealer must have sufficient liquidity in order to cover the most pressing obligations. This is defined as having a certain amount of liquidity as a percentage of the broker/dealer's total

obligations. If the percentage falls below a certain point, the broker or dealer may not be allowed to take on new clients and may have restrictions placed on dealings with current client.

**STRUCTURED NOTE.** A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

**SUPRANATIONAL.** A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

**TOTAL RATE OF RETURN.** A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

**U.S. TREASURY OBLIGATIONS.** Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

**TREASURY BILLS.** All securities issued with initial maturities of one year or less are issued as discounted instruments and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues "cash management" bills as needed to smooth out cash flows.

**TREASURY NOTES.** All securities issued with initial maturities of two to ten years are called Treasury notes and pay interest semi-annually.

**TREASURY BONDS.** All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

**YIELD TO MATURITY.** The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.

# CITY OF EL MONTE

## DEBT MANAGEMENT POLICY

*Effective July 1, 2020*

### **PURPOSE/POLICY:**

This Debt Management Policy (the “Debt Policy”) of the City of El Monte will also apply to any debt issued by the Successor Agency to the El Monte Community Redevelopment Agency and the El Monte Public Financing Authority, and any other public agency for which the City Council of the City acts as the legislative body.

The Debt Policy has been developed to provide guidance in the issuance and management of debt by the City of El Monte or its related entities and is intended to comply with Government Code Section 8855(i), effective on January 1, 2017. The main objectives are to establish conditions for the use of debt; to ensure that debt capacity and affordability are adequately considered; to minimize the City’s interest and issuance costs; to maintain the highest possible credit rating; to provide complete financial disclosure and reporting; and to maintain financial flexibility for the City.

Debt, properly issued and managed, is a critical element in any financial management program. It assists in the City’s effort to allocate limited resources to provide the highest quality of service to the public. The City understands that poor debt management can have ripple effects that hurt other areas of the City. On the other hand, a properly managed debt program promotes economic growth and enhances the vitality of the City of El Monte for its residents and businesses.

### **1. Findings**

This Debt Policy shall govern all debt undertaken by the City and its related entities. The City hereby recognizes that a fiscally prudent debt policy is required in order to:

- Maintain the City’s sound financial position.
- Ensure the City has the flexibility to respond to changes in future service priorities, revenue levels, and operating expenses.
- Protect the City’s credit-worthiness.
- Ensure that all debt is structured in order to protect both current and future taxpayers, ratepayers and constituents of the City.
- Ensure that the City’s debt is consistent with the City’s planning goals and objectives and capital improvement program or budget, as applicable.

## EXHIBIT B

- Encourage those that benefit from a facility/improvement to pay the cost of that facility/improvement without the need for the expenditure of limited general fund resources.

### 2. Policies

#### A. Purposes For Which Debt May Be Issued

The City will consider the use of debt financing primarily for capital improvement projects (CIP) when the project's useful life will equal or exceed the term of the financing and when resources are identified sufficient to fund the debt service requirements. An exception to this CIP driven focus is the issuance of short-term instruments such as tax and revenue anticipation notes, which are to be used for prudent cash management purposes and conduit financing, as described below. Bonded debt should not be issued for projects with minimal public benefit or support, or to finance normal operating expenses.

If a department has any project which is expected to use debt financing, the department director is responsible for expeditiously providing the City Manager and the Director of Finance with reasonable cost estimates, including specific revenue accounts that will provide payment for the debt service. This will allow an analysis of the project's potential impact on the City's debt capacity and limitations. The department director shall also provide an estimate of any incremental operating and/or additional maintenance costs associated with the project and identify sources of revenue, if any, to pay for such incremental costs.

**(i) Long-Term Debt.** Long-term debt may be issued to finance or refinance the construction, acquisition, and rehabilitation of capital improvements and facilities, equipment and land to be owned and/or operated by the City.

- (a) Long-term debt financings are appropriate when the following conditions exist:
  - When the project to be financed is necessary to provide basic services.
  - When the project to be financed will provide benefit to constituents over multiple years. When total debt does not constitute an unreasonable burden to the City and its taxpayers and ratepayers.
  - When the debt is used to refinance outstanding debt in order to produce debt service savings or to realize the benefits of a debt restructuring.
- (b) Long-term debt financings will not generally be considered appropriate for current operating expenses and routine maintenance expenses.
- (c) The City may use long-term debt financings subject to the following conditions:
  - The project to be financed has been or will be approved by the City Council.

## EXHIBIT B

- The weighted average maturity of the debt (or the portion of the debt allocated to the project) will not exceed the average useful life of the project to be financed by more than 20%, unless specific conditions exist that would mitigate the extension of time to repay the debt and it would not cause the City to violate any covenants to maintain the tax-exempt status of such debt, if applicable.
  - The City estimates that sufficient income or revenues will be available to service the debt through its maturity.
  - The City determines that the issuance of the debt will comply with the applicable requirements of state and federal law.
  - The City considers the improvement/facility to be of vital, time-sensitive need of the community and there are no plausible alternative financing sources
- (d) Periodic reviews of outstanding long-term debt will be undertaken to identify refunding opportunities. Refunding will be considered (within federal tax law constraints, if applicable) if and when there is a net economic benefit of the refunding. Refundings which are non-economic may be undertaken to achieve City objectives relating to changes in covenants, call provisions, operational flexibility, tax status of the issuer, or the debt service profile.

In general, refundings which produce a net present value savings of at least four (4) percent of the refunded debt will be considered economically viable. Refundings which produce a net present value savings of less than four (4) percent or negative savings will be considered on a case-by-case basis, and are subject to City Council approval.

**(ii) Short-term Debt.** Short-term borrowing may be issued to generate funding for cash flow needs in the form of Tax and Revenue Anticipation Notes (TRAN).

Short-term borrowing, such as commercial paper, and lines of credit, will be considered as an interim source of funding in anticipation of long-term borrowing. Short-term debt may be issued for any purpose for which long-term debt may be issued, including capitalized interest and other financing-related costs. Prior to issuance of the short-term debt, a reliable revenue source shall be identified to secure repayment of the debt. The final maturity of the debt issued to finance the project shall be consistent with the economic or useful life of the project and, unless the City Council determines that extraordinary circumstances exist, must not exceed seven (7) years.

Short-term debt may also be used to finance short-lived capital projects; for example, the City may undertake lease-purchase financing for equipment.

**(iii) Financings on Behalf of Other Entities.** The City may also find it beneficial to issue debt on behalf of other governmental agencies or private third parties in order to further the public purposes of City. In such cases, the City shall take reasonable steps to confirm the financial feasibility of the project to be financed

## EXHIBIT B

and the financial solvency of any borrower and that the issuance of such debt is consistent with the policies set forth herein. In no event will the City incur any liability or assume responsibility for payment of debt service on such debt.

### **B. Types of Debt**

In order to maximize the financial options available to benefit the public, it is the policy of the City of El Monte to allow for the consideration of issuing all generally accepted types of debt, including, but not exclusive to the following:

**General Obligation (GO) Bonds:** General Obligation Bonds are suitable for use in the construction or acquisition of improvements to real property that benefit the public at large. Examples of projects include libraries, parks, and public safety facilities. All GO bonds shall be authorized by the requisite number of voters in order to pass.

**Revenue Bonds:** Revenue Bonds are limited-liability obligations tied to a specific enterprise or special fund revenue stream where the projects financed clearly benefit or relate to the enterprise or are otherwise permissible uses of the special revenue. An example of projects that would be financed by a Revenue Bond would be water or wastewater improvements, which would be paid back with money raised from rates and charges from water and/or wastewater users. Generally, no voter approval is required to issue this type of obligation but in some cases, the City must comply with proposition 218 regarding rate adjustments.

**Lease-Backed Debt/Certificates of Participation (COP/Lease Revenue Bonds):** Issuance of Lease-backed debt is a commonly used form of debt that allows a City to finance projects where the debt service is secured via a lease agreement and where the payments are budgeted in the annual budget appropriation by the City from the general fund. Lease-Backed debt does not constitute indebtedness under the state or the City's constitutional debt limit and does not require voter approval. Lease Revenue Bonds may be issued by the El Monte Financing Authority on behalf of the City.

**Special Assessment/Special District Debt:** The City will consider requests from developers for the use of debt financing secured by property based assessments or special taxes in order to provide for necessary infrastructure for new development only under strict guidelines adopted by City Council, which may include minimum value-to-lien ratios and maximum tax burdens. Examples of this type of debt are Assessment Districts (AD) and Community Facilities Districts (CFD) or more commonly known as Mello-Roos Districts. In order to protect bondholders as well as the City's credit rating, the City will also comply with all State guidelines regarding the issuance of special district or special assessment debt, as well as any policy adopted by the City as required under Government Code Section 53312.7.

## EXHIBIT B

**Tax Allocation Bonds:** Tax Allocation Bonds are special obligations that are secured by the allocation of tax increment revenues that are generated by increased property taxes in the designated redevelopment area. Tax Allocation Bonds are not debt of the City. Due to changes in the law affecting California Redevelopment agencies with the passage of ABX1 26 (as amended, the Dissolution Act) as codified in the California Health and Safety Code, the El Monte Community Redevelopment Agency (RDA) was dissolved as of February 1, 2012, and its operations substantially eliminated but for the continuation of certain enforceable RDA obligations to be administered by the Successor Agency to the El Monte Community Redevelopment Agency (Successor Agency). The Successor Agency may issue Tax Allocation Bonds to refinance outstanding obligations of the RDA, subject to limitations included in the Dissolution Act.

**Multi-Family Mortgage Revenue Bonds:** The City is authorized to issue mortgage revenue bonds to finance the development, acquisition and rehabilitation of multi-family rental projects. The interest on the bonds can be exempt from Federal and State taxation. As a result, bonds provide below market financing for qualified rental projects. In addition, the bonds issued can qualify projects for allocations of Federal low-income housing tax credits, which can provide a significant portion of the funding necessary to develop affordable housing.

**HUD Section 108 Loan Guarantee Program:** The U.S. Department of Housing and Urban Development (HUD) Section 108 Loan Guarantee Program allows cities to use their annual Community Development Block Grant (CDBG) entitlement grants to obtain federally guaranteed funds large enough to stimulate or pay for major community development and economic development projects. The program does not require a pledge of the City's General Fund, only of future CDBG entitlements. By pledging future CDBG entitlement grants as security, the City can borrow at favorable interest rates because of HUD's guarantee of repayment to investors.

The City may from time to time find that other forms of debt would be beneficial to further its public purposes and may approve such debt, including TRANs, without an amendment of this Debt Policy.

To maintain a predictable debt service burden, the City will give preference in the future to debt that carries a fixed interest rate. An alternative to the use of fixed rate debt is variable rate debt. The City may choose in the future to issue securities that pay a rate of interest that varies according to a pre-determined formula or results from a periodic remarketing of securities. When making the determination to issue bonds in a variable rate mode in the future, consideration will be given in regards to the useful life of the project or facility being financed or the term of the project requiring the funding, market conditions, credit risk and

## EXHIBIT B

third party risk analysis, and the overall debt portfolio structure when issuing variable rate debt for any purpose.

The City will not employ derivatives, such as interest rate swaps, in its debt program. A derivative product is a financial instrument which derives its own value from the value of another instrument, usually an underlying asset such as a stock, bond, or an underlying reference such as an interest rate. Derivatives are commonly used as hedging devices in managing interest rate risk and thereby reducing borrowing costs. However, these products bear certain risks not associated with standard debt instruments.

### **C. Relationship of Debt to Capital Improvement Program and Budget**

The City intends to issue debt for the purposes stated in this Debt Policy and to implement policy decisions incorporated in the City's capital budget and the capital improvement plan.

The City shall strive to fund the upkeep and maintenance of its infrastructure and facilities due to normal wear and tear through the expenditure of available operating revenues. The City shall seek to avoid the use of debt to fund infrastructure and facilities improvements that are the result of normal wear and tear, unless a specific revenue source has been identified for this purpose, such as Gas Tax.

The City shall integrate its debt issuances with the goals of its capital improvement program by timing the issuance of debt to ensure that projects are available when needed in furtherance of the City's public purposes.

The City shall seek to issue debt in a timely manner to avoid having to make unplanned expenditures for capital improvements or equipment from its general fund.

### **D. Policy Goals Related to Planning Goals and Objectives**

The City is committed to financial planning, maintaining appropriate reserves levels and employing prudent practices in governance, management and budget administration. The City intends to issue debt for the purposes stated in this Debt Policy and to implement policy decisions incorporated in the City's annual operating budget.

It is a policy goal of the City to protect taxpayers, ratepayers and constituents by utilizing conservative financing methods and techniques so as to obtain the highest practical credit ratings (if applicable) and the lowest practical borrowing costs.

## EXHIBIT B

The City will comply with applicable state and federal law as it pertains to the maximum term of debt and the procedures for levying and imposing any related taxes, assessments, rates and charges.

Except as described in Section 2.A., when refinancing debt, it shall be the policy goal of the City to realize, whenever possible, and subject to any overriding non-financial policy considerations minimum net present value debt service savings equal to or greater than 4% of the refunded principal amount.

### **E. Internal Control Procedures**

When issuing debt, in addition to complying with the terms of this Debt Policy, the City shall comply with any other applicable policies regarding initial bond disclosure, continuing disclosure, post-issuance compliance, and investment of bond proceeds.

The City will periodically review the requirements of and will remain in compliance with the following:

- any continuing disclosure undertakings under SEC Rule 15c2-12,
- any federal tax compliance requirements, including without limitation arbitrage and rebate compliance, related to any prior bond issues, and
- the City's investment policies as they relate to the investment of bond proceeds.

The City shall be vigilant in using bond proceeds in accordance with the stated purpose at the time that such debt was issued. Whenever reasonably possible, proceeds of debt will be held by a third-party trustee and the City will submit written requisitions for such proceeds. The City will submit a requisition only after obtaining the signature of the City Manager or the Director of Finance/Treasurer.

### **F. Relationship to Other Policies**

Special Tax Bonds issued on behalf of a Community Facilities District will also comply with any policy adopted by the City as required under Government Code Section 53312.7.

### **G. Waivers of Debt Policy**

There will be circumstances from time to time when strict adherence to a provision of this Debt Policy is not possible or not in the best interest of the City.

- If the City staff has determined that a waiver of one or more provisions of this Debt Policy should be considered by the City Council, it will prepare an analysis for the City Council describing the rationale for the waiver and the

## EXHIBIT B

impact of the waiver on the proposed debt issuance and on taxpayers, if applicable.

- Upon a majority vote of the City Council, one or more provisions of this Debt Policy may be waived for a debt financing.
- The failure of a debt financing to comply with one or more provisions of this Debt Policy shall in no way affect the validity of any debt issued by the City in accordance with applicable laws.



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

CITY COUNCIL MEETING OF SEPTEMBER 1, 2020

August 13, 2020

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

Dear Mayor and City Council:

**CONSIDERATION AND APPROVAL OF GRANT AGREEMENT WITH THE CITY OF EL MONTE AND THE UNITED STATES SOCCER FEDERATION FOUNDATION INC. IN AN AMOUNT NOT TO EXCEED \$60,000 FOR THE INSTALLATION OF ONE (1) SOCCER MINI-PITCH IN THE CITY OF EL MONTE AT MOUNTAIN VIEW PARK**

**IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Authorize the City to accept a grant in an amount not to exceed \$60,000 from the United States Soccer Federation Foundation Inc. to install one (1) soccer mini-pitch in the City of El Monte at Mountain View Park; and
2. Authorize the City Manager, or her designee, to execute the Grant Agreement with the United States Soccer Federation Foundation Inc. for the installation of one (1) soccer mini-pitch.

**BACKGROUND**

The United States Soccer Federation Foundation Inc. (U.S. Soccer Foundation) established in 1994, was created to enhance, assist and grow the sport of soccer in the United States, with a special emphasis on underserved communities. As part of their mission, the U.S. Soccer Foundation has committed to build 1,000 soccer mini-pitches by 2026. The Foundation has teamed up with Target to complete their goal of building 1,000 soccer mini pitch fields to address the lack of access to soccer facilities for structured programming and free play, the program transforms underutilized spaces into state-of-the-art soccer pitches for kids. These mini-pitches are customizable, hard court spaces which are perfectly suited for communities where space is at a premium. The brightly colored pitches also transform the look and feel of neighborhoods.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The U.S. Soccer Foundation and Target have selected one (1) location in the City of El Monte to receive a soccer mini pitch from the Foundation (Attachment 1). The park site and location is as follows:

- 1) Mt. View Park – Northern Basketball Court, 12127 Elliott Avenue, El Monte.

Construction is anticipated to begin in October 2020 with a completion date in December 2020.

The El Monte residents will benefit from this partnership as it will help develop relationships between the local communities, government bodies, promote social inclusion and personal development. The soccer mini pitch will help tackle obesity and other health-related issues. Research shows that soccer mini pitches have proven to be a safe, positive, and attractive place for young people to practice, play, and meet in their neighborhood. The soccer mini-pitch program is innovative, all-in-one solution designed to help communities create fun and active play spaces by revitalizing public areas.

**FISCAL IMPACT/FINANCING**

There will be no impact to the General Fund to construct the soccer mini pitch. The grant will be in the amount of \$60,000; which will cover construction costs and project management.

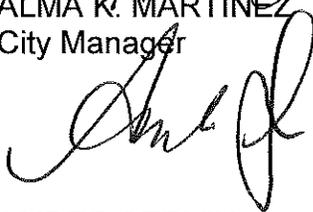
**CONCLUSION**

It is recommended that the City Council authorize the City Manager to accept a grant in the amount of \$60,000 and execute a Grant Agreement with U.S. Soccer Foundation to install one (1) soccer mini-pitch in the City of El Monte at Mountain View Park.

Respectfully submitted,



ALMA K. MARTINEZ  
City Manager



AMBER SERVIN  
Interim Director of Parks, Recreation and Community Services

**ATTACHMENTS**

- Attachment 1 – Mini Pitch Location
- Attachment 2 – U.S. Soccer Foundation Grant Agreement

DATE: September 1, 2020
PRESENTED TO EL MONTE CITY COUNCIL
<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> PULLED <input type="checkbox"/> RECEIVE AND FILE <input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
CHIEF DEPUTY CITY CLERK

**MINI PITCH PROGRAM**  
**GRANT AGREEMENT – FISCAL YEAR 2021**

Pursuant to this Mini Pitch Program Grant Agreement (“Agreement”), dated as of the **6<sup>th</sup> of August, 2020** (“Effective Date”), the United States Soccer Federation Foundation, Inc. (“Foundation”) agrees to award the Grant (“Grant”) to the **City of El Monte**, (“Grantee”) **FY21-719**, and Grantee accepts such Grant, in accordance with the terms and conditions set forth herein.

1. **Foundation:** **U.S. Soccer Foundation**  
Attn: Grants Department  
1140 Connecticut Ave. NW, Suite 1200  
Washington, DC 20036  
  
**Grantee:** **City of El Monte**  
Attn: Amber Servin, Deputy Director of Parks, Recreation and Community Services  
11001 Mildred Street  
El Monte, CA 91731
2. **Grant:** This Grant, awarded in the form of an acrylic mini pitch surface with goal and lighting installation (“Mini Pitch”), supplied by Zaino Tennis Courts Inc. and Musco Sports Lighting (together “Vendors”), which shall be valued by Foundation, in its sole and absolute discretion, in an amount up to **\$60,000**.
3. **Acrylic Mini Pitch:** Consistent with Foundation’s interests in promoting youth soccer, particularly within vulnerable communities, this Grant will provide the Mini Pitch at the **Mountain View Park** (the “Grant Project”).
4. **Execution of the Grant Agreement:** Grantee must return an executed copy of this Agreement to the Foundation by the 25<sup>th</sup> of August 2020.
5. **Grantee Covenants:** In order to induce Foundation to enter into this Agreement, and to award the aforementioned Grant, Grantee covenants as follows:
  - (a) Foundation will be granted usage of the Mini Pitch for one (1) day per year over the first five (5) years following its completion, including, without limitation, for Special Events (as defined below) that are organized by Foundation. Foundation will make best efforts to schedule such usage for dates and times mutually agreed upon with the Grantee, and Grantee will not unreasonably withhold play space time for such usage. For purposes of this Agreement, “Special Events” shall be defined as tournaments, clinics, events, training sessions, media functions and any other similar event the Foundation so determines.
  - (b) Upon completion, the Mini Pitch will be maintained in accordance with Vendors’ recommendations for user safety. Grantee acknowledges and agrees that it will be responsible for the maintenance and safety of the Mini Pitch following its completion.
  - (c) Grantee presently owns, or is currently tenant to an appropriate long-term lease of, the property on which the Mini Pitch will be built. An appropriate long-term lease shall mean a lease of at least ten (10) years in length following the Effective Date.
  - (d) Prior to commencing installation of the Mini Pitch, Grantee will obtain, or shall assist (where necessary) in obtaining, all permits, authorizations and consents from third parties, including governmental entities, necessary for the installation of the Mini Pitch.

6. **Facts and Representations True and Correct:** Grantee hereby affirms the representations made in its conversations and communications with Foundation are true and correct and that Foundation may rely upon the truth and correctness of the representations made in all conversations and communications regarding this Grant Project, without further independent investigation. Grantee further affirms that it has not omitted any material facts, the knowledge of which would adversely impact the awarding of the Grant to Grantee. Grantee avows that no adverse events have occurred since the latest communication which have materially and adversely altered the truth or reliability of the Grant Project, including the tax status of Grantee and the Grantee's ability to allow successful completion of the Grant Project. Grantee agrees to immediately inform the Foundation within five (5) business days of any material change, in Grantee or the Grant Project, which might affect any terms of this Agreement.
7. **Grantee Books and Records:** Grantee agrees to maintain sufficient operating and financial books, records and related documentation regarding the activities of Grantee and other evidence sufficient for Foundation to satisfy its fiduciary, public and governmental responsibilities and duties. Foundation shall have reasonable access to the books and records of Grantee for inspection purposes and shall be entitled to copies, as they relate to the Grant Project.
8. **Grantee Reports:**
  - (a) **Impact Reports:** Following completion of the Mini Pitch, Grantee shall complete to Foundation a report, provided by the Foundation, describing the impact of the Mini Pitch. Such report shall be submitted to Foundation annually, for five (5) years after completion of the Mini Pitch and shall include photographs of the Mini Pitch in use by youth soccer players and provide information on play space usage rates, stories of impact on the community, and any other information reasonably requested by Foundation.
  - (b) **Site Visits:** Grantee will use its best efforts to accommodate any representative of Foundation who requests to conduct a site visit, at the sole cost of Foundation, for the purposes of collecting information about the Grant's impact.
  - (c) **Photographs/Videos/Stories/Testimonials:** In addition to submitting digital photographs, videos, stories and testimonials relating to the Grant Project in the aforementioned Impact Reports, the Grantee shall submit the same to the Foundation upon request by the Foundation, including before and after photographs, both in daytime and at night, of the Mini Pitch site area.
9. **Publicity Material and Recognition:**
  - (a) Grantee, upon written approval by the Foundation, shall recognize the Foundation and acknowledge the Grant in Grantee's written materials, news releases, website and related marketing or publicity.
  - (b) The Foundation shall have the right to publicize, show photographs of, and use the name of the Mini Pitch and otherwise promote its contributions in any and all media, including the Internet. Grantee authorizes the Foundation to utilize those logo or logos, owned or controlled by Grantee and associated with the Grant Project, for related marketing and/or publicity.
  - (c) Grantee agrees to fully assist and cooperate in a mutually acceptable dedication event, should the Foundation request such, which may include appearances by athletes affiliated with the Foundation.
10. **Awareness Opportunities:** Grantee grants to Foundation the right to permanently place Foundation's trademark, trade name or any design/logo owned or controlled by Foundation (each, a "Mark" and

together, the “Marks”), and/or that of its funding partners, on the surface of the Mini Pitch. Unless Foundation chooses to forego the right, standard Marks will be included during installation of the Mini Pitch, per the rendering found in Attachment A. Foundation may change its Marks at any time in its sole discretion and at its sole cost. Each Mark will remain on the surface of the Mini Pitch for as long as the Mini Pitch is operational, unless removed by Foundation or unless Foundation otherwise gives its written consent to the removal of such Mark.

Additionally, Grantee will allow Foundation to install signs/banners on the premises on which the Mini Pitch is built, per the rendering found in Attachment A, in order to promote and recognize the Foundation and other funders for their contribution to the Mini Pitch.

11. **Grant Not Assignable:** Grant is intended solely for the benefit of Grantee. No benefit of the Grant may be delegated, assigned or otherwise transferred without the advance, written consent of Foundation, which consent shall be in the sole and absolute discretion of Foundation.
12. **Proper Authority:** Each of the parties and its officers represent and warrant that they are authorized to enter into this Agreement and execute the same without further authority.
13. **Absence of Warranties:** FOUNDATION MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE RELATING TO THE MINI PITCH OR ANY COMPONENT PART THEREOF, OR ANY OTHER ENTITIES AND THEIR ASSOCIATED SERVICES. IN NO EVENT WILL FOUNDATION BE LIABLE FOR ANY DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, LOST PROFITS, OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR PERFORMANCE OF THE OBLIGATIONS HEREUNDER.
14. **Assumption of Risk:** Grantee hereby agrees to assume all risks and liabilities associated with the use, operation, maintenance, safety and condition of the Mini Pitch.
15. **Indemnification:** Grantee agrees to indemnify, defend and hold harmless Foundation, its parent, subsidiary and affiliated companies, sponsors, benefactors, donors, officers, directors, employees, accountants, attorneys, agents, successors and assigns (“Foundation Parties”) from and against any and all third party claims, demands, losses, damages, liabilities, costs and expenses (including reasonable legal/attorneys’ fees and expenses arising out of or related to any legal proceeding and any legal appeal) (“Claim” or “Claims”) related to the Grant, the Mini Pitch or this Agreement and liabilities of any kind or nature whatsoever, whether in contract, tort, or otherwise, resulting from any claim (including, without limitation, personal injury, death, or property damage) actually or allegedly arising out of or in connection with the maintenance, location, or condition of the Mini Pitch, or any person’s use of the Mini Pitch, whether authorized or unauthorized, proper or improper. Grantee’s indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement. Without limiting this obligation, Grantee will maintain the insurance described in Section 18 of this Agreement.

Grantee represents to Foundation that the Mini Pitch does not violate any applicable law, regulation, ordinance, lease, or otherwise violate the rights of any person or entity.

16. **Insurance Requirements:**
  - (a) **Insurance Requirements of the Mini Pitch.** At all times while the Mini Pitch is in place, Grantee shall provide and maintain, at its expense, the following insurance, or appropriate self-insurance, which shall protect Grantee and the Foundation on a primary basis from any and all

Claims arising out of or in connection with the Grant Project and the Mini Pitch pursuant to this Agreement:

- (i) Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. Such insurance shall include coverage for contractual liability, premises liability, products-completed operations, personal and advertising injury, property damage and bodily injury liability (including death). Said policy shall be endorsed to name the Foundation and Foundation Parties as Additional Insureds.
- (ii) Automobile Liability insurance covering liability arising out of the Grantee's use, operation and/or maintenance of any auto (including trucks and other construction vehicles), with limits not less than \$1,000,000 each accident combined single limit for bodily injury and property damage.
- (iii) Workers' Compensation insurance covering employees of Grantee involved with the use and maintenance of the Mini Pitch, with limits as required by statutory law, including Employer's Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limit.
- (iv) Umbrella and/or Excess Liability insurance with limits not less than \$2,000,000 each occurrence shall apply in excess of the Commercial General Liability, Automobile Liability and Employer's Liability policy limits.
- (v) Participant Accident insurance covering all Participants and other individuals using the Mini Pitch with limits not less than \$5,000 per participant for Accident Medical coverage and \$1,000 per participant for AD&D coverage.

All such insurance required above shall be (1) considered primary with respect to Claims arising out of the use and maintenance of the Mini Pitch; and (2) shall be written by insurance companies that are satisfactory to Foundation and that are licensed to do business in the state in which the Mini Pitch is located. Grantee shall not allow any of the required policies to be materially changed, reduced or cancelled unless Grantee provides thirty (30) days prior written notice thereof to Foundation.

Upon execution of this Agreement, Grantee shall provide Foundation with a certificate of insurance confirming that the appropriate insurance is in place and that the policies have been properly endorsed to meet the insurance requirements as set forth above.

17. **Participant Waiver and Release Forms:** To the extent that Grantee requires Participants in its programs or others who use the Mini Pitch to sign waiver and release forms, Grantee shall include the Foundation and the Foundation Parties as released parties in the form.
18. **Use of Mark:** Notwithstanding anything in this Agreement to the contrary, in the event Grantee desires to use a Mark owned or controlled by Foundation in a manner consistent with this Agreement, Grantee shall first submit a sample of the concept of the proposed use to Foundation for prior written approval, which approval may be withheld in the sole discretion of Foundation. Any such use by Grantee shall create no rights for Grantee in or to the Mark. Each Mark shall remain at all times the sole and exclusive intellectual property of Foundation, and Foundation shall have the right, from time to time, to request samples of use from which it may determine compliance with these terms and conditions. Notwithstanding any provision of this Agreement to the contrary, Foundation reserves, in its sole and absolute discretion, the right to prohibit use of its Marks.

19. **Applicable Law; Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to principles of conflict of laws. Each party agrees that any action or proceeding with respect to this Agreement may only be brought in a federal or state court situated in the District of Columbia, and by execution and delivery of this Agreement, such party irrevocably consents to jurisdiction and venue in each such court.
20. **Attorneys' Fees:** Grantee agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Foundation in connection with any litigation concerning this Agreement should Foundation prevail against Grantee in such litigation, whether commenced by Foundation or Grantee.
21. **Third Party Beneficiaries:** It is expressly agreed and by this statement specifically intended by the parties that nothing within this Agreement shall be construed as indicating any intent by either party to benefit any other entity or person not a party signatory to this Agreement by any provision or to entitle any such third party to any right of action on account hereof.
22. **Notices:** Any notices or communications given under this Agreement must be made in writing (a) if to Foundation, at the address of Foundation as hereinabove set forth or at such other address as Foundation may designate by notice, or (b) if to Grantee, at the address of Grantee as hereinabove set forth or at such other address as Grantee may designate by notice
23. **Entire Agreement; Modifications:** This Agreement contains the entire agreement between Foundation and Grantee and cannot be changed, modified, amended, waived or canceled except by an agreement in writing and executed by each of the parties hereto.
24. **Counterparts and Facsimile Signatures:** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signature by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized signatories as of the date first above written.

**U.S. Soccer Foundation**

**City of El Monte**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Rob Kaler

Name: \_\_\_\_\_

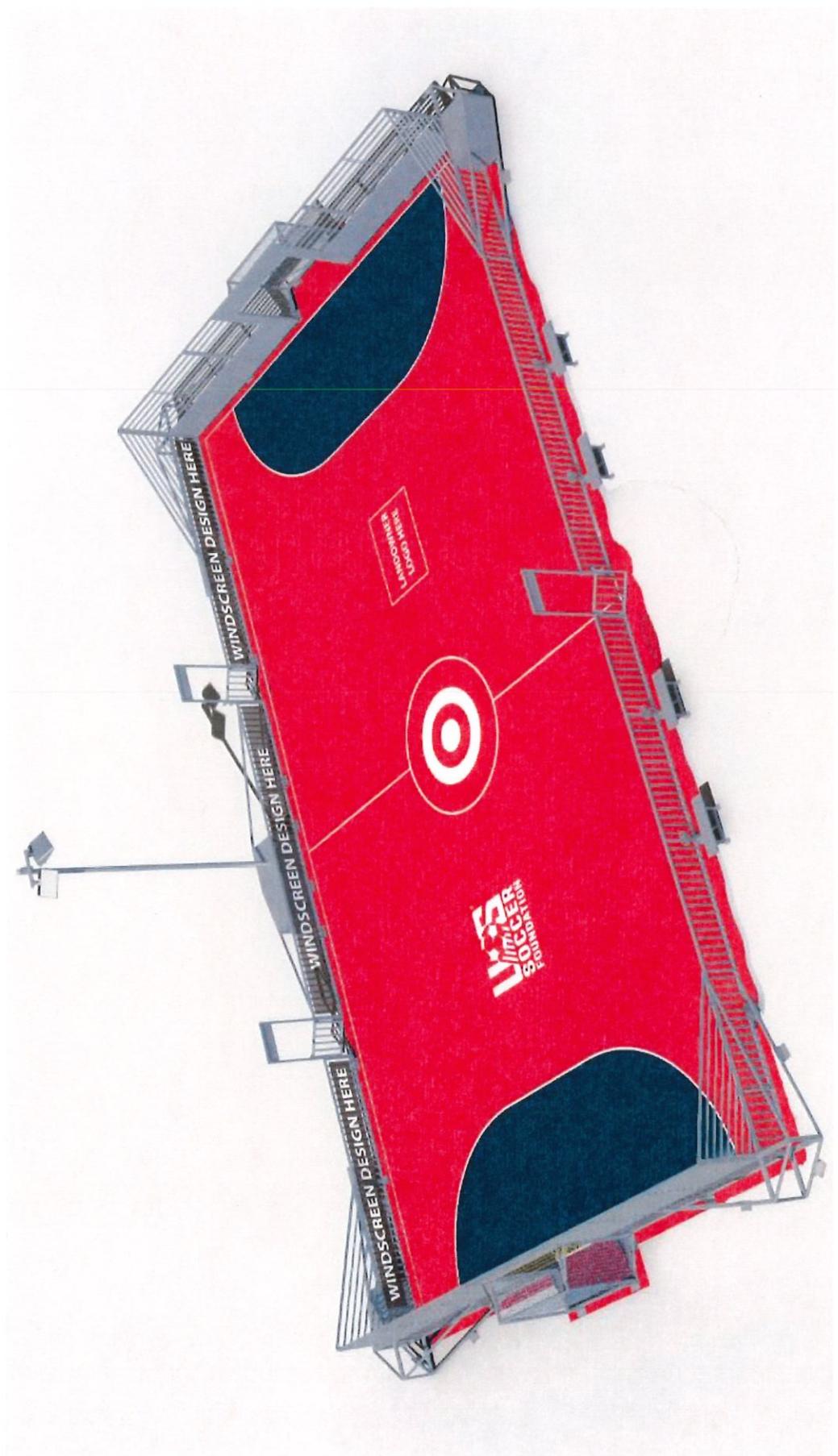
Title: COO & General Counsel

Title: \_\_\_\_\_

Date: \_\_\_\_\_

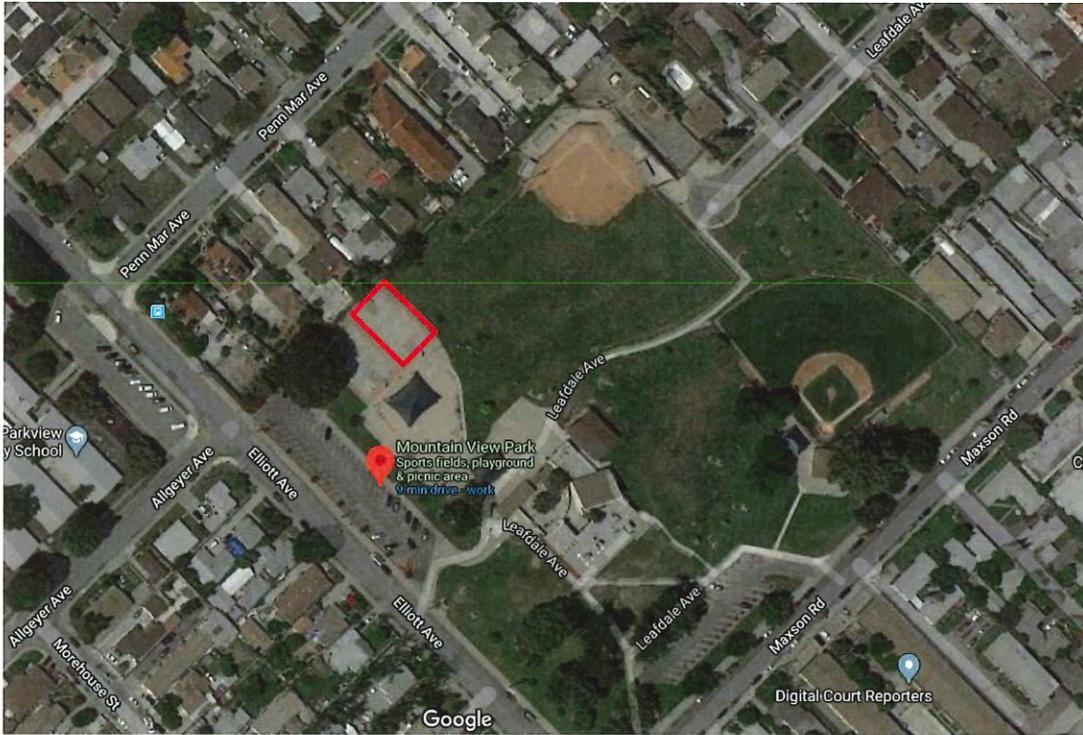
Date: \_\_\_\_\_

ATTACHMENT A



# Mt. View Park

12127 Elliott Avenue





# CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT  
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF SEPTEMBER 1, 2020

August 17, 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 SUPPLIES PROCUREMENT AGREEMENT WITH WAXIE SANITARY SUPPLY FOR THE PURCHASE OF JANITORIAL SUPPLIES FOR CITY PARKS AND FACILITIES FOR AN AMOUNT NOT-TO-EXCEED \$70,000**

**IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Consider and approve a Supplies Procurement Agreement with Waxie Sanitary Supply for the purchase of janitorial supplies for City Parks and Facilities for an amount not-to-exceed \$70,000; and
2. Authorize the City Manager, or her designee, to execute an Supplies Procurement Agreement with Waxie Sanitary Supply.

## **BACKGROUND**

The Public Works Maintenance Division is responsible for supplying janitorial supplies to all City-owned facilities and parks which includes: City Hall; the Public Works Yard; the Aquatics Center; Senior Center; and Community Center. Maintenance staff is also responsible for cleaning, disinfecting, and maintenance of all City bus stops, which require trash liners, disinfectants, and personal protective equipment for staff.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

A Supplies Procurement Agreement with Waxie Sanitary Supply ('Waxie') is exempted from competitive bidding requirements, per Section 3.24.060 of the El Monte Municipal Code (Attachment 1). Waxie and the City of El Monte are members of the National Cooperative Purchasing Alliance (NCPA), a national cooperative bidding agency. Waxie was awarded an annual Contract for Comprehensive Operational and Janitorial

Supplies Solutions through a Request for Proposals by the Region 14 Education Services Center. As a result, the City is able to purchase janitorial supplies on an as-needed basis at the same unit pricing and rates given to Region 14 under the Waxie Contract.

**FISCAL IMPACT/FINANCING**

The Public Works Department budgeted funds in Fiscal Year 2020-21 to offset the \$70,000 purchase of janitorial supplies; see table below for the fund distribution:

<b><u>Funding Source</u></b>	<b><u>Account Number</u></b>	<b><u>Division Code</u></b>	<b><u>Requested Amount</u></b>
General Fund	100-67-626-6211	Facilities	\$38,000
	100-67-678-6211	Parks	\$20,000
Proposition C	203-67-576-6211	Operations	\$5,000
Proposition A	202-67-576-6211	Operations	\$7,000
		<b>Total</b>	<b>\$70,000</b>

**CONCLUSION**

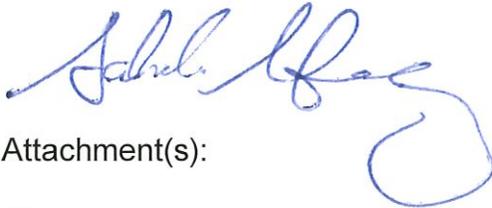
It is recommended that the City Council consider and approve a Supplies Procurement Agreement with Waxie Sanitary Supply; and, authorize the City Manager, or her designee, to execute this Supplies Procurement Agreement on behalf of the City in the amount not-to-exceed \$70,000.

HONORABLE MAYOR AND CITY COUNCIL  
AUGUST 17, 2020  
PAGE 3

Respectfully submitted,

ALMA K. MARTINEZ  
City Manager

SALVADOR MENDEZ  
Public Works and Utilities Director



Attachment(s):

Attachment 1: Supplies Procurement Agreement

DATE: SEPTEMBER 1, 2020	
PRESENTED TO EL MONTE CITY COUNCIL	
<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	PULLED
<input type="checkbox"/>	RECEIVED AND FILE
<input type="checkbox"/>	CONTINUED
<input type="checkbox"/>	REFERRED TO
CHIEF DEPUTY CITY CLERK	



2020

SUPPLIES PROCUREMENT AGREEMENT  
(Procurement: As-Needed Janitorial Supplies)  
(Parties: City of El Monte and Waxie Sanitary Supply)

THIS SUPPLIES PROCUREMENT 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 WAXIE SANITARY SUPPLY (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 desires janitorial supplies on as-needed basis; and

WHEREAS, CITY desires to enter into an agreement with CONTRACTOR for the purchase of janitorial supplies on an as-needed basis upon the conditions set forth below; and

WHEREAS, per Section 3.24.060 (Procurements Exempted from Competitive Bidding Requirements) of Chapter 3.24 (Purchasing System) of the El Monte Municipal Code (hereinafter, "Section 3.24.060"), the City Council, without competitively bidding or soliciting proposals, may authorize the award of an agreement when such purchases have already been made using the competitive bidding procedures of another public agency; and

WHEREAS, on February 15, 2016, the Region 14 Education Service Center issued a Request for Proposals ("RFP") for Comprehensive Operational & Janitorial Supplies Solutions, Solicitation Number 08-16 on behalf of the National Cooperation Purchasing Alliance (hereinafter, "Region 14 RFP"); and

WHEREAS, on March 28, 2016, CONTRACTOR submitted Solicitation No. 08-16 (hereinafter "Waxie Proposal"); and

WHEREAS, on April 11, 2016, CONTRACTOR was awarded an annual Contract for Comprehensive Operational and Janitorial Supplies Solutions which was again

renewed on October 12, 2018 (hereinafter, "Waxie Contract"); and

WHEREAS, the Region 14 RFP provides in relevant part that: the provisions and pricing of the Waxie Contract shall be made available to all participating agencies in the United States; and

WHEREAS, authorized under Section 3.24.060 of the El Monte Municipal Code, but such to certain terms and conditions set forth, CITY wishes to avail itself to the opportunity to purchase certain janitorial supplies on an as-needed basis that meet the specifications of the Waxie Contract at the same unit pricing and rates given to the Region 14 under the Waxie Contract; and

WHEREAS, the execution of this Agreement was approved by the El Monte City Council at its Regular Meeting of \_\_\_\_\_, 2020 as 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 CONTRACTOR SERVICES.**

- A. Subject to all the terms and conditions of this Agreement, CONTRACTOR agrees to provide the CITY with janitorial supplies on an as-needed basis as described in CONTRACTOR's Quotation No. 113784, dated July 28, 2020 (the "Contractor Quote"). (A true and correct copy of the Contractor Quote is attached and incorporated hereto as **Exhibit "A"**.) The prices charged by CONTRACTOR to CITY for the janitorial supplies listed in the Contractor Quote shall be no greater than the unit prices charged to Region 14 under the Waxie Contract. Except as otherwise provided herein, the Contractor Quote shall in all respects meet the specifications for identical Quotes set forth under the Waxie Contract and shall be subject to all warranties set forth under the REGION 14 RFP, Waxie RFP and Waxie Contract (Collectively referred to as "Waxie Documents"). (A true and correct copy of the Waxie Documents are attached and incorporated hereto as **Exhibit "B"**).
- 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 all services and tasks contemplated under this Agreement continuously and with due diligence. By executing this Agreement, CONTRACTOR warrants that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the work, services and tasks to be performed under this Agreement; (ii) has carefully considered how the Work should be performed; and (iii) fully understands the facilities, difficulties, and restrictions attending

performance of the services under this Agreement. CONTRACTOR warrants that CONTRACTOR has or will investigate any location where the Work is to be performed and is or will be fully acquainted with the conditions there existing, prior to undertaking any service or task requested by CITY in the manner described under Section 1(D), below. Should CONTRACTOR discover any latent or unknown conditions which will materially affect the performance of the services hereunder, CONTRACTOR shall immediately inform the CITY of such fact and shall not proceed except at CONTRACTOR's risk until written instructions are received from the City Representative as defined herein.

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

## **SECTION 2. TERM.**

- A. This Agreement shall have a term commencing from the Effective Date through June 30, 2021 (hereinafter, the "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.

## **SECTION 3. PROSECUTION OF WORK.**

- A. 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.
- B. CONTRACTOR shall perform no Work under this Agreement without a written request from the City Representative, containing the information set forth in Section 3(A), above.
- C. 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 a timely and a diligently manner as possible.

#### **SECTION 4. STANDARD OF CARE.**

- A. CONTRACTOR represents, acknowledges and agrees as follows:
1. CONTRACTOR shall perform all work skillfully, competently and to the highest standards applicable to CONTRACTOR's field;
  2. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform the Services;
  3. CONTRACTOR shall perform all work in a manner reasonably satisfactory to the CITY;
  4. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). CONTRACTOR's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization;
  5. CONTRACTOR understands the nature and scope of the work to be performed under this Agreement as well as any and all schedules of performance;
  6. 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;
  7. All of CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services

contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement; and

8. CONTRACTOR shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative. The quality of Services shall meet or exceed those standards established by the City or the City or County of jurisdiction.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from CITY, any services or tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar 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 Agreement administrator and CITY's representative shall be Sal Mendez, 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, Steve Thomas, Senior Vice President, is hereby designated as the principal and representative of CONTRACTOR authorized to act on its behalf with respect to CONTRACTOR's performance under this Agreement and to make all decisions in connection therewith (the "Contractor Representative"). Notice to the Contractor Representative whether written or verbal shall constitute notice to

CONTRACTOR.

## **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 CONTRACTOR's performance of the Work, and shall indemnify, defend and hold harmless the CITY against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against the 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. WARRANTIES**

CONTRACTOR shall extend to CITY all such warranties for the supplies as set forth in the Contractor Quote or provided in the Waxie Documents subject to the same terms and conditions set forth therein.

## **SECTION 8. PREVAILING WAGES AND GENERAL LABOR COMPLIANCE AND**

## REPORTING

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 not necessarily limited to the following:

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.

- F. 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.
- G. 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.
- H. 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.

- I. 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. COMPENSATION

- A. Compensation for Scope of Services. CONTRACTOR shall provide services referenced in the Contractor Quote at pricing that is no greater than the pricing provided to Region 14 for identical services under the Region 14I Documents. The foregoing notwithstanding, in no event may CONTRACTOR's total compensation exceed the aggregate not to exceed sum of **SEVENTY THOUSAND DOLLARS (\$70,000)** (the "Total Not-to-Exceed Sum").
- B. Compensation for Related Services. The Related Services shall be provided to CITY by CONTRACTOR in accordance with the Contractor Quote as well as the compensation terms provided to Region 14 under the Waxie Documents. Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. 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 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 CONTRACTOR.

## SECTION 10. PROHIBITED INTERESTS

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

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

## **SECTION 11. INDEPENDENT CONTRACTOR**

- A. All acts of CONTRACTOR, its agents, officers, subcontractors and employees and all others acting on behalf of CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONTRACTOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONTRACTOR has no authority or responsibility to exercise any rights or power vested in CITY. No agent, officer, or employee of CITY is to be considered an employee of CONTRACTOR. It is understood by both CONTRACTOR and CITY that this Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture.
- B. CONTRACTOR, its agents, officers, subcontractors and employees are and, at all times during the term of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.
- C. CONTRACTOR shall determine the method, details and means of performing the Work. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR has control over the manner and means of performing the services under this Agreement. CONTRACTOR is permitted to provide services to others during the same period as it provides services to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.
- D. If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by CONTRACTOR.
- E. It is understood and agreed that as an independent contractor and not an employee of CITY neither CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of CITY in any capacity whatsoever as an agent, or to bind CITY to any obligation whatsoever.

- F. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

## **SECTION 12. RECORDS AND INSPECTION**

CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years. CITY shall have access, without charge, upon reasonable notice, during normal business hours to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities. This right inspection shall not extend to the makeup of lump sum prices, day rates, or profit margins.

## **SECTION 13. 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 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 executes in connection with the performance of this Agreement.

## **SECTION 14. INDEMNIFICATION**

- A. CONTRACTOR shall indemnify, defend and hold harmless the CITY, its elected and appointed officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") for the same types of loss, claims, suits, actions, damages and causes of action and to the same extent afforded to Region 14 as set forth in Indemnity Paragraph of the Waxie Documents.

## **SECTION 15. INSURANCE**

- A. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
  - 1. Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.
  - 2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

3. Worker's Compensation insurance as required by the State of California.
- B. CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.
  - C. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
  - D. CONTRACTOR agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.
  - E. Prior to commencement of work under this Agreement, CONTRACTOR shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.
  - F. CONTRACTOR shall provide proof that policies of insurance expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
  - G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
  - H. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
  - I. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.

- J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.
- K. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
- L. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.
- M. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- N. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **SECTION 16. TERMINATION FOR CONVENIENCE; TERMINATION FOR CAUSE**

- 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 or 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 Waxie Documents.

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.
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 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 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 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  
11333 Valley Boulevard  
El Monte, CA 91731  
Phone: 626-580-2058  
Attn: Sal Mendez, Public Works Director

### **If to CONTRACTOR:**

Waxie Sanitary Supply  
9353 Waxie Way  
San Diego, CA 92123  
Attn: Steve Thomas, Senior Vice  
President

Phone: (858) 292-8111

**SECTION 19. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

In the performance of this Agreement, shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation or other basis prohibited by law. will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

**SECTION 20. PROHIBITION AGAINST ASSIGNMENT**

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, which shall not be unreasonably withheld or delayed and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

**SECTION 21. ATTORNEY FEES**

In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

**SECTION 22. ENTIRE AGREEMENT**

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

**SECTION 23. GOVERNING LAW; JURISDICTION**

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

**SECTION 24. SEVERABILITY**

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

**SECTION 25. 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

**SECTION 26. 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 27. AUTHORIZATION**

Both parties represent and warrant that the person executing this Agreement on behalf of each party is an authorized agent who has actual authority to bind each party to each and every term, condition, and obligation of this Agreement and that all requirements of each party have been fulfilled to provide such actual authority.

**SECTION 28. SURVIVAL OF PROVISIONS AND OBLIGATIONS**

Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

**SECTION 29. 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**

**WAXIE SANITARY SUPPLY**

By: \_\_\_\_\_  
Alma K. Martinez  
City Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Richard Padilla  
Assistant City Attorney

Date: \_\_\_\_\_

**EXHIBIT "A"**  
**CONTRACTOR QUOTE**



*Exclusively for*

**City of El Monte Public Works Department**

**Account #: 113784**

**Attn: Richard Montanez**

**7/28/20**

ITEM #	DESCRIPTION	U/M	PRICE	STOCK STATUS
850045	2010 KleenLine Multifold Towels, 9.25"x9.25", 16/250/cs	CS	\$19.83	1282 cases
790381	8642 Nitrile Disposable Powder Free General Purpose Gloves, Black, Medium. 100/bx, 10 bx/cs	CS	\$90.24	186 cases
650133	Waxie Ultra Sorb Cut End Mop Head Blue Headband 12/Cs	CS	\$60.80	12 cases
850572	3600 Clean & Soft White Universal Roll Towels, 12/600/cs	CS	\$56.00	426 cases
851306	1996 KleenLine White 2-Ply Bath Tissue, 4.2" x 3.54", 96/500/cs	CS	\$40.99	1581 cases
851106	1945 Clean and Soft Bath Tissue 2-ply, 80 rls/500 shts/case	CS	\$33.97	372 cases
703084	40 x 46 Black Max Liners, 1.5 mil, 100/cs	CS	\$34.00	327 cases
1030111	WAXIE Traffic Signal Disinfectant Bowl Cleaner, 12/qt/cs	CS	\$39.66	39 cases
1031990	WAXIE-Green Bowl Cleaner Premeasured Packets. Professional strength, nonacid daily cleaner with a pleasant fragrance. Breaks down lime scale and urinary salts with high-foaming action. Use one .5-oz. packet per bowl. 2-90/.5 oz/cs	CS	\$35.05	34 cases
170394	WAXIE Lemon Quat Disinfectant Cleaner. Phosphate-free, pH neutral formulation designed to provide effective cleaning, deodorizing, and disinfectant for all hard, nonporous surfaces. Will not dull or blush finished floors. Effective against a broad spectrum of bacteria, is virucidal (including HIV-1 and HBV), fungicidal, and inhibits the growth of mold and mildew. Lemon fragrance. EPA registration #1839-169-14994. Dilution: Disinfecting and deodorizing 64:1 or 2 ounces to one gallon. 4/gl/cs	CS	\$52.44	267 cases
750310	WAXIE Metal Sheen Stainless Steel Cleaner & Polish, 12/15 oz/cs	CS	\$56.10	95 cases

950152	WAXIE-Green Sparkle Glass Cleaner. 12/16oz/cs	CS	\$36.00	44 cases
870011	WAXIE Friendly Professional Foam Cleaner and Protector. 12/15 oz/cs	CS	\$40.65	15 cases

***Prices are good until further notice. Subject to manufacturer/supplier increase.***

**Jeff Kothe**  
Sanitary Maintenance Consultant  
(562) 400-0344  
[jkothe@waxie.com](mailto:jkothe@waxie.com)

**EXHIBIT "B"**  
**WAXIE DOCUMENTS**

# Request for Proposal (RFP) for Comprehensive Operational & Janitorial Supplies Solutions

Solicitation Number: 08-16

Publication Date: Monday, February 15<sup>th</sup>, 2016

## Notice to Respondent:

**Submittal Deadline: Tuesday, March 29<sup>th</sup>, 2016, 2:00 pm CST**

Questions regarding this solicitation must be submitted to [questions@ncpa.us](mailto:questions@ncpa.us) no later than Tuesday, March 22<sup>nd</sup>, 2016. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Comprehensive Operational and Janitorial Supplies Solutions for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Comprehensive Operational and Janitorial Supplies Solutions, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

**Region 14 Education Service Center  
1850 Highway 351  
Abilene, Texas 79601**

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided.



Competitive Solicitation by  
Region 14 Education Service Center

For

Comprehensive Operational & Janitorial Supplies  
Solutions

On behalf of itself and other Government Agencies

And made available through the  
National Cooperative Purchasing Alliance

RFP # 08-16

**NCPA**

**National Cooperative Purchasing Alliance**

# Introduction / Scope

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- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Comprehensive Operational and Janitorial Supplies Solutions.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
  - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
  - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
  - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
  - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
  - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

# Instructions to Respondents

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## ◆ Submission of Response

- Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
- Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

## ◆ Required Proposal Format

- Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

## ◆ Binder Tabs

- Tab 1 – Signature Form
- Tab 2 – NCPA Administration Agreement
- Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents

## ◆ Shipping Label

- The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packaged must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

From: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Solicitation Name and Number: \_\_\_\_\_  
Due Date and Time: \_\_\_\_\_

# Tab 1 – Master Agreement

## General Terms and Conditions

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- ◆ Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
  
- ◆ Assignment of Contract
  - No assignment of contract may be made without the prior written approval of Region 14 ESC. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.
  
- ◆ Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
  
- ◆ Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional five (5) years if agreed to by Region 14 ESC and the vendor.
  
- ◆ Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
    - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
  
- ◆ Shipments (if applicable)
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- ◆ Payments
  - The entity using the contract will make payments directly to the awarded vendor or their affiliates as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
  - Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from NCPA.
  - Awarded vendors must notify NCPA each time it wishes to add an authorized distributor or dealer.
  - Purchase orders and payment can only be made to awarded vendor unless otherwise approved by NCPA.
  - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by NCPA.
- ◆ Pricing
  - All pricing submitted to shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
  - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Adding authorized distributors/dealers
  - Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from NCPA.
  - Awarded vendors must notify NCPA each time it wishes to add an authorized distributor or dealer.
  - Purchase orders and payment can only be made to awarded vendor unless otherwise approved by NCPA.
  - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by NCPA.
- ◆ Warranty
  - Proposals should address each of the following:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.
- ◆ Force Majeure
  - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
  - The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty
- ◆ Prevailing Wage
  - It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- ◆ Miscellaneous
  - Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- ◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
  
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

# Process

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Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
  - The contract term will be for three (3) years starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms.
- ◆ Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$35 - \$60 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- ◆ Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

- ◆ Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
  - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
  - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

# Evaluation Criteria

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- ◆ Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
  
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.
  
- ◆ References (15 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
  
- ◆ Technology for Supporting the Program (10 points)
  - Electronic on-line catalog, order entry use by and suitability for the entity's needs
  - Quality of vendor's on-line resources for NCPA members.
  - Specifications and features offered by respondent's products and/or services
  
- ◆ Value Added Services Description, Products and/or Services (10 points)
  - Marketing and Training
  - Customer Service

# Signature Form

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The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name

Address

City/State/Zip

Telephone No.

Fax No.

Email address

Printed name

Position with company

Authorized signature

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## Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of \_\_\_\_\_, by and between National Cooperative Purchasing Alliance (“NCPA”) and \_\_\_\_\_ (“Vendor”).

### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated \_\_\_\_\_, referenced as Contract Number \_\_\_\_\_, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Comprehensive Operational and Janitorial Supplies Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

#### ◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

**Total** \_\_\_\_\_

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<b>Annual Sales Through Contract</b>	<b>Administrative Fee</b>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ **General Provisions**

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

**National Cooperative Purchasing Alliance:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Vendor:**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Tab 3 – Vendor Questionnaire

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Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

**50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Maryland       | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Massachusetts  | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Michigan       | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> Minnesota      | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> California           | <input type="checkbox"/> Mississippi    | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> Missouri       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> Montana        | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> Nebraska       | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada         | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> New Hampshire  | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> New Jersey     | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> New Mexico     |   |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> New York       |   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> North Carolina |   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> North Dakota   |   |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> Ohio           |   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Oklahoma       |   |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Oregon         |   |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Pennsylvania   |   |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Rhode Island   |   |

**All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

American Samoa

Northern Marina Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

Midway Islands

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

➤ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

• Respondent Certifies that this firm is a M/WBE

▪ **Historically Underutilized Business**

• Respondent Certifies that this firm is a HUB

◆ **Residency**

➤ Responding Company's principal place of business is in the city of \_\_\_\_\_,  
State of \_\_\_\_\_

◆ **Felony Conviction Notice**

➤ Please Check Applicable Box;

A publically held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony

➤ If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

➤ Which best describes your company's position in the distribution channel:

Manufacturer Direct

Certified education/government reseller

Authorized Distributor

Manufacturer marketing through reseller

Value-added reseller

Other: \_\_\_\_\_

◆ **Processing Information**

➤ Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

- Purchase Orders

Contact Person: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

- Sales and Marketing

Contact Person: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
  - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
    - Yes       No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
  - Yes       No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
  - Yes       No

- ◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

# Tab 4 – Vendor Profile

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Please provide the following information about your company:

- ◆ Company's official registered name.
- ◆ Brief history of your company, including the year it was established.
- ◆ Company's Dun & Bradstreet (D&B) number.
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
- ◆ Corporate office location.
  - List the number of sales and services offices for states being bid in solicitation.
  - List the names of key contacts at each with title, address, phone and e-mail address.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
  - Cities / Counties
  - K-12
  - Higher Education
  - Other government agencies or nonprofit organizations
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- ◆ Green Initiatives
  - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste,

energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

◆ Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

## Tab 5 – Products and Services

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- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:
  - Cleaning Supplies - Floor and carpet cleaning tools, window cleaning tools, general purpose cleaning tools and accessories.
  - Cleaning Chemicals
  - Dilution Control Cleaning Chemical Systems
  - Floor Finishes and Floor Sealers
  - Wood Floor Cleaning and Maintenance Products
  - Cleaning Equipment
    - Vacuums, floor machines, wet/dry vacuums, sweepers, scrubbers, carpet cleaning machines, restroom cleaning systems and other cleaning equipment
  - Food Service Disposable Products
  - Safety Supplies
  - Lighting
    - Fixtures, lamps, equipment, parts, tools and accessories.
  - Plumbing
    - Fixtures, equipment, parts, tools and accessories.
  - Electrical
    - Fixtures, equipment, parts, tools and accessories.
  - Heating, Ventilating and Air Conditioning
    - Equipment, parts, tools and accessories.
  - Hand Tools
  - Power Tools
  - Office Supplies
  - Office Furniture
  - Automotive
    - Parts, Cleaning Supplies, Tools
  - Building Materials
  - Clothing & Apparel
  - Doors & Windows
    - Hardware and Accessories
  - Electrical
  - Lawn & Garden
  - Paint & Painting Supplies
  - Storage and Organization

## Tab 6 – References

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- ◆ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.
  
- ◆ All references should include the following information from the entity:
  - Entity Name
  - Contact Name and Title
  - City and State
  - Phone
  - Years Serviced
  - Description of Services
  - Annual Volume

# Tab 7 – Pricing

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- ◆ Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.
  
- ◆ Price lists must contain the following:
  - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
  - Description
  - Vendor's List Price
  - Percent Discount to NCPA participating entities
  
- ◆ Submit price list electronically on CD, DVD, or Flash Drive. Include respondents name, name of solicitation, and date on media of choice.
  
- ◆ Not To Exceed Pricing
  - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
  - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
  - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

## Tab 8 – Value Added Products and Services

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- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

## Tab 9 – Required Documents

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- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

## Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor

Print Name

Address

City, State, Zip

Authorized signature

Date

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# Contractor Requirements

## **Contractor Certification Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

### **Fingerprint & Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

### **Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature \_\_\_\_\_

Date \_\_\_\_\_

## **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email address \_\_\_\_\_

Printed name \_\_\_\_\_

Position with company \_\_\_\_\_

Authorized signature \_\_\_\_\_

## **FEMA Standard Terms and Conditions Addendum for Contracts and Grants**

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
  - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
  - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
  - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
  - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
  - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
  - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
  - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions regarding copyrights:
  - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
    - 1) The copyright in any work developed under a grant or contract; and
    - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

# Required Clauses for Federal Assistance provided by FTA

## ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).*

## CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
  - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating 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, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
  - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

### **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

### **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

### **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

## State Notice Addendum

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirement of said statutes:

Nationwide: [http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

Other States: Cities, Towns, Villages, and Boroughs

<b>No.</b>	<b>Cities, Towns, Villages and Boroughs in Oregon</b>	<b>No.</b>	<b>Cities, Towns, Villages and Boroughs in Oregon</b>
1	CEDAR MILL COMMUNITY LIBRARY	54	CITY OF MOSIER
2	CITY COUNTY INSURANCE SERVICES	55	CITY OF NEWBERG
3	CITY OF ADAIR VILLAGE	56	CITY OF NORTH PLAINS
4	CITY OF ALBANY	57	CITY OF OREGON CITY
5	CITY OF ASHLAND	58	CITY OF PHOENIX
6	CITY OF ASTORIA OREGON	59	CITY OF PILOT ROCK
7	CITY OF AUMSVILLE	60	CITY OF PORT ORFORD
8	CITY OF AURORA	61	CITY OF PORTLAND
9	CITY OF BEAVERTON	62	CITY OF POWERS
10	CITY OF BOARDMAN	63	CITY OF REDMOND
11	CITY OF BURNS	64	CITY OF REEDSPORT
12	CITY OF CANBY	65	CITY OF RIDDLE
13	CITY OF CANNON BEACH OR	66	CITY OF SALEM
14	CITY OF CANYONVILLE	67	CITY OF SANDY
15	CITY OF CENTRAL POINT POLICE DEPARTMENT	68	CITY OF SANDY
16	CITY OF CLATSKANIE	69	CITY OF SCAPPOOSE
17	CITY OF COBURG	70	CITY OF SEASIDE
18	CITY OF CONDON	71	CITY OF SHADY COVE
19	CITY OF COOS BAY	72	CITY OF SHERWOOD
20	CITY OF CORVALLIS	73	CITY OF SPRINGFIELD
21	CITY OF COTTAGE GROVE	74	CITY OF ST. PAUL
22	CITY OF CRESWELL	75	CITY OF STAYTON
23	CITY OF DALLAS	76	CITY OF TIGARD, OREGON
24	CITY OF DAMASCUS	77	CITY OF TUALATIN, OREGON
25	CITY OF DUNDEE	78	CITY OF WARRENTON
26	CITY OF EAGLE POINT	79	CITY OF WEST LINN/PARKS
27	CITY OF ECHO	80	CITY OF WILSONVILLE
28	CITY OF ESTACADA	81	CITY OF WINSTON
29	CITY OF EUGENE	82	CITY OF WOOD VILLAGE
30	CITY OF FAIRVIEW	83	CITY OF WOODBURN
31	CITY OF FALLS CITY	84	CITY OF YACHATS
32	CITY OF GATES	85	FLORENCE AREA CHAMBER OF COMMERCE
33	CITY OF GEARHART	86	GASTON RURAL FIRE DEPARTMENT
34	CITY OF GERVAIS	87	GLADSTONE POLICE DEPARTMENT
35	CITY OF GOLD HILL	88	HOUSING AUTHORITY OF THE CITY OF SALEM
36	CITY OF GRANTS PASS	89	KEIZER POLICE DEPARTMENT
37	CITY OF GRESHAM	90	LEAGUE OF OREGON CITIES
38	CITY OF HAPPY VALLEY	91	MALIN COMMUNITY PARK AND RECREATION DISTRICT
39	CITY OF HILLSBORO	92	METRO
40	CITY OF HOOD RIVER	93	MONMOUTH - INDEPENDENCE NETWORK
41	CITY OF JOHN DAY	94	PORTLAND DEVELOPMENT COMMISSION
42	CITY OF KLAMATH FALLS	95	RAINIER POLICE DEPARTMENT
43	CITY OF LA GRANDE	96	RIVERGROVE WATER DISTRICT
44	CITY OF LAKE OSWEGO	97	SUNSET EMPIRE PARK AND RECREATION
45	CITY OF LAKESIDE	98	THE NEWPORT PARK AND RECREATION CENTER
46	CITY OF LEBANON	99	TILLAMOOK PEOPLES UTILITY DISTRICT
47	CITY OF MALIN	100	TUALATIN VALLEY FIRE & RESCUE
48	CITY OF MCMINNVILLE	101	WEST VALLEY HOUSING AUTHORITY
49	CITY OF MEDFORD	<b>No.</b>	<b>Counties and Parishes</b>
50	CITY OF MILL CITY	1	ASSOCIATION OF OREGON COUNTIES
51	CITY OF MILLERSBURG	2	BENTON COUNTY
52	CITY OF MILWAUKIE	3	CLACKAMAS COUNTY DEPT OF TRANSPORTATION
53	CITY OF MORO	4	CLATSOP COUNTY
		5	COLUMBIA COUNTY, OREGON
		6	COOS COUNTY HIGHWAY DEPARTMENT
		7	CROOK COUNTY ROAD DEPARTMENT

8	CURRY COUNTY OREGON	3	BAKER SCHOOL DISTRICT 5-J
9	DESCHUTES COUNTY	4	BANDON SCHOOL DISTRICT
10	DOUGLAS COUNTY	5	BANKS SCHOOL DISTRICT
11	GILLIAM COUNTY	6	BEAVERTON SCHOOL DISTRICT
12	GILLIAM COUNTY OREGON	7	BEND / LA PINE SCHOOL DISTRICT
13	GRANT COUNTY, OREGON	8	BEND-LA PINE SCHOOL DISTRICT
14	HARNEY COUNTY SHERIFFS OFFICE	9	BROOKING HARBOR SCHOOL DISTRICT NO.17-C
15	HOOD RIVER COUNTY	10	CANBY SCHOOL DISTRICT
16	HOUSING AUTHORITY OF CLACKAMAS COUNTY	11	CANYONVILLE CHRISTIAN ACADEMY
17	JACKSON COUNTY HEALTH AND HUMAN SERVICES	12	CASCADE SCHOOL DISTRICT
18	JEFFERSON COUNTY	13	CASCADES ACADEMY OF CENTRAL OREGON
19	KLAMATH COUNTY VETERANS SERVICE OFFICE	14	CENTENNIAL SCHOOL DISTRICT
20	LAKE COUNTY	15	CENTRAL CATHOLIC HIGH SCHOOL
21	LANE COUNTY	16	CENTRAL POINT SCHOOL DISTRICT NO. 6
22	LINCOLN COUNTY	17	CENTRAL SCHOOL DISTRICT 13J
23	LINN COUNTY	18	CLACKAMAS EDUCATION SERVICE DISTRICT
24	MARION COUNTY , SALEM, OREGON	19	COOS BAY SCHOOL DISTRICT
25	MORROW COUNTY	20	COOS BAY SCHOOL DISTRICT NO.9
26	MULTNOMAH COUNTY	21	COQUILLE SCHOOL DISTRICT 8
27	MULTNOMAH COUNTY	22	COUNTY OF YAMHILL SCHOOL DISTRICT 29
28	MULTNOMAH LAW LIBRARY	23	CRESWELL SCHOOL DISTRICT
29	NAMI LANE COUNTY	24	CROSSROADS CHRISTIAN SCHOOL
30	POLK COUNTY	25	CULVER SCHOOL DISTRICT NO.
31	SHERMAN COUNTY	26	DALLAS SCHOOL DISTRICT NO. 2
32	UMATILLA COUNTY, OREGON	27	DAVID DOUGLAS SCHOOL DISTRICT
33	UNION COUNTY	28	DAYTON SCHOOL DISTRICT NO.8
34	WALLOWA COUNTY	29	DE LA SALLE N CATHOLIC HS
35	WASCO COUNTY	30	DESCHUTES COUNTY SD NO.6 - SISTERS SD
36	WASHINGTON COUNTY	31	DOUGLAS COUNTY SCHOOL DISTRICT 116
37	YAMHILL COUNTY	32	DOUGLAS EDUCATION SERVICE DISTRICT
1	BOARD OF WATER SUPPLY	33	DUFUR SCHOOL DISTRICT NO.29
2	COUNTY OF HAWAII	34	ELKTON SCHOOL DISTRICT NO.34
3	MAUI COUNTY COUNCIL	35	ESTACADA SCHOOL DISTRICT NO.108
<b>No.</b>	<b>Higher Education</b>	36	FOREST GROVE SCHOOL DISTRICT
1	BIRTHINGWAY COLLEGE OF MIDWIFERY	37	GASTON SCHOOL DISTRICT 511J
2	BLUE MOUNTAIN COMMUNITY COLLEGE	38	GEN CONF OF SDA CHURCH WESTERN OR
3	CENTRAL OREGON COMMUNITY COLLEGE	39	GLADSTONE SCHOOL DISTRICT
4	CHEMEKETA COMMUNITY COLLEGE	40	GLENDALE SCHOOL DISTRICT
5	CLACKAMAS COMMUNITY COLLEGE	41	GLIDE SCHOOL DISTRICT NO.12
6	COLUMBIA GORGE COMMUNITY COLLEGE	42	GRANTS PASS SCHOOL DISTRICT 7
7	GEORGE FOX UNIVERSITY	43	GREATER ALBANY PUBLIC SCHOOL DISTRICT
8	KLAMATH COMMUNITY COLLEGE DISTRICT	44	GRESHAM-BARLOW SCHOOL DISTRICT
9	LANE COMMUNITY COLLEGE	45	HARNEY COUNTY SCHOOL DIST. NO.3
10	LEWIS AND CLARK COLLEGE	46	HARNEY EDUCATION SERVICE DISTRICT
11	LINFIELD COLLEGE	47	HEAD START OF LANE COUNTY
12	LINN-BENTON COMMUNITY COLLEGE	48	HERITAGE CHRISTIAN SCHOOL
13	MARYLHURST UNIVERSITY	49	HIGH DESERT EDUCATION SERVICE DISTRICT
14	MT. HOOD COMMUNITY COLLEGE	50	HOOD RIVER COUNTY SCHOOL DISTRICT
15	MULTNOMAH BIBLE COLLEGE	51	JACKSON CO SCHOOL DIST NO.9
16	NATIONAL COLLEGE OF NATURAL MEDICINE	52	JEFFERSON COUNTY SCHOOL DISTRICT 509-J
17	NORTHWEST CHRISTIAN COLLEGE	53	JEFFERSON SCHOOL DISTRICT
18	OREGON HEALTH AND SCIENCE UNIVERSITY	54	KLAMATH FALLS CITY SCHOOLS
19	OREGON UNIVERSITY SYSTEM	55	LA GRANDE SCHOOL DISTRICT
20	PACIFIC UNIVERSITY	56	LAKE OSWEGO SCHOOL DISTRICT 7J
21	PORTLAND COMMUNITY COLLEGE	57	LANE COUNTY SCHOOL DISTRICT 4J
22	PORTLAND STATE UNIV.	58	LANE COUNTY SCHOOL DISTRICT 69
23	REED COLLEGE	59	LEBANON COMMUNITY SCHOOLS NO.9
24	ROGUE COMMUNITY COLLEGE	60	LINCOLN COUNTY SCHOOL DISTRICT
25	SOUTHWESTERN OREGON COMMUNITY COLLEGE	61	LINN CO. SCHOOL DIST. 95C - SCIO SD
26	TILLAMOOK BAY COMMUNITY COLLEGE	62	LOST RIVER JR/SR HIGH SCHOOL
27	UMPQUA COMMUNITY COLLEGE	63	LOWELL SCHOOL DISTRICT NO.71
28	WESTERN STATES CHIROPRACTIC COLLEGE	64	MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
29	WILLAMETTE UNIVERSITY	65	MCMINNVILLE SCHOOL DISTRICT NO.40
1	ARGOSY UNIVERSITY	66	MEDFORD SCHOOL DISTRICT 549C
2	BRIGHAM YOUNG UNIVERSITY - HAWAII	67	MITCH CHARTER SCHOOL
3	COLLEGE OF THE MARSHALL ISLANDS	68	MOLALLA RIVER ACADEMY
4	RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	69	MOLALLA RIVER SCHOOL DISTRICT NO.35
5	UNIVERSITY OF HAWAII AT MANOA	70	MONROE SCHOOL DISTRICT NO.1J
<b>No.</b>	<b>K - 12</b>	71	MORROW COUNTY SCHOOL DISTRICT
1	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL	72	MT. ANGEL SCHOOL DISTRICT NO.91
2	BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD	73	MT.SCOTT LEARNING CENTERS
		74	MULTISENSORY LEARNING ACADEMY

75	MULTNOMAH EDUCATION SERVICE DISTRICT	16	BONNEVILLE ENVIRONMENTAL FOUNDATION
76	MYRTLE POINT SCHOOL DISTRICT NO.41	17	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
77	NEAH-KAH-NIE DISTRICT NO.56	18	BROAD BASE PROGRAMS INC.
78	NESTUCCA VALLEY SCHOOL DISTRICT NO.101	19	CANBY FOURSQUARE CHURCH
79	NOBEL LEARNING COMMUNITIES	20	CANCER CARE RESOURCES
80	NORTH BEND SCHOOL DISTRICT 13	21	CASCADIA BEHAVIORAL HEALTHCARE
81	NORTH CLACKAMAS SCHOOL DISTRICT	22	CASCADIA REGION GREEN BUILDING COUNCIL
82	NORTH SANTIAM SCHOOL DISTRICT 29J	23	CATHOLIC CHARITIES
83	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	24	CATHOLIC COMMUNITY SERVICES
84	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	25	CENTER FOR RESEARCH TO PRACTICE
85	NYSSA SCHOOL DISTRICT NO. 26	26	CENTRAL BIBLE CHURCH
86	ONTARIO MIDDLE SCHOOL	27	CENTRAL CITY CONCERN
87	OREGON TRAIL SCHOOL DISTRICT NO.46	28	CENTRAL DOUGLAS COUNTY FAMILY YMCA
88	OUR LADY OF THE LAKE SCHOOL	29	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
89	PHILOMATH SCHOOL DISTRICT	30	CHILDPACE MONTESSORI
90	PHOENIX-TALENT SCHOOL DISTRICT NO.4	31	CITY BIBLE CHURCH
91	PORTLAND ADVENTIST ACADEMY	32	CLACKAMAS RIVER WATER
92	PORTLAND JEWISH ACADEMY	33	CLASSROOM LAW PROJECT
93	PORTLAND PUBLIC SCHOOLS	34	COAST REHABILITATION SERVICES
94	RAINIER SCHOOL DISTRICT	35	COLLEGE HOUSING NORTHWEST
95	REDMOND SCHOOL DISTRICT	36	COLUMBIA COMMUNITY MENTAL HEALTH
96	REEDSPORT SCHOOL DISTRICT	37	COMMUNITY ACTION ORGANIZATION
97	REYNOLDS SCHOOL DISTRICT	38	COMMUNITY ACTION TEAM, INC.
98	ROGUE RIVER SCHOOL DISTRICT NO.35	39	COMMUNITY CANCER CENTER
99	ROSEBURG PUBLIC SCHOOLS	40	COMMUNITY HEALTH CENTER, INC
100	SALEM-KEIZER PUBLIC SCHOOLS	41	COMMUNITY VETERINARY CENTER
101	SCAPPOOSE SCHOOL DISTRICT 1J	42	CONFEDERATED TRIBES OF GRAND RONDE
102	SEASIDE SCHOOL DISTRICT 10	43	CONSERVATION BIOLOGY INSTITUTE
103	SEVEN PEAKS SCHOOL	44	CONTEMPORARY CRAFTS MUSEUM AND GALLERY
104	SHERWOOD SCHOOL DISTRICT 88J	45	CORVALLIS MOUNTAIN RESCUE UNIT
105	SILVER FALLS SCHOOL DISTRICT	46	COVENANT CHRISTIAN HOOD RIVER
106	SIUSLAW SCHOOL DISTRICT	47	COVENANT RETIREMENT COMMUNITIES
107	SOUTH COAST EDUCATION SERVICE DISTRICT	48	DECISION SCIENCE RESEARCH INSTITUTE, INC.
108	SOUTH LANE SCHOOL DISTRICT 45J3	49	DELIGHT VALLEY CHURCH OF CHRIST
109	SOUTHERN OREGON EDUCATION SERVICE DISTRICT	50	DOGS FOR THE DEAF, INC.
110	SOUTHWEST CHARTER SCHOOL	51	DOUGLAS ELECTRIC COOPERATIVE, INC.
111	SPRINGFIELD SCHOOL DISTRICT NO.19	52	EAST HILL CHURCH
112	STANFIELD SCHOOL DISTRICT	53	EAST SIDE FOURSQUARE CHURCH
113	SWEET HOME SCHOOL DISTRICT NO.55	54	EAST WEST MINISTRIES INTERNATIONAL
114	THE CATLIN GABEL SCHOOL	55	EDUCATIONAL POLICY IMPROVEMENT CENTER
115	TIGARD-TUALATIN SCHOOL DISTRICT	56	ELMIRA CHURCH OF CHRIST
116	UMATILLA-MORROW ESD	57	EMERALD PUD
117	VERNONIA SCHOOL DISTRICT 47J	58	EMMAUS CHRISTIAN SCHOOL
118	WEST HILLS COMMUNITY CHURCH	59	EN AVANT, INC.
119	WEST LINN WILSONVILLE SCHOOL DISTRICT	60	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
120	WHITEAKER MONTESSORI SCHOOL	61	EUGENE BALLET COMPANY
121	YONCALLA SCHOOL DISTRICT NO.32	62	EUGENE SYMPHONY ASSOCIATION, INC.
1	CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	63	EUGENE WATER & ELECTRIC BOARD
2	EMMANUEL LUTHERAN SCHOOL	64	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
3	HANAHAU'OLI SCHOOL	65	FAIR SHARE RESEARCH AND EDUCATION FUND
4	HAWAII TECHNOLOGY ACADEMY	66	FAITH CENTER
5	ISLAND SCHOOL	67	FAITHFUL SAVIOR MINISTRIES
6	KAMEHAMEHA SCHOOLS	68	FAMILIES FIRST OF GRANT COUNTY, INC.
7	KE KULA O S. M. KAMAKAU	69	FANCONI ANEMIA RESEARCH FUND INC.
8	MARYKNOLL SCHOOL	70	FARMWORKER HOUSING DEV CORP
9	PACIFIC BUDDHIST ACADEMY	71	FIRST CHURCH OF THE NAZARENE
<b>No.</b>	<b>Nonprofit &amp; Other</b>	72	FIRST UNITARIAN CHURCH
1	211INFO	73	FORD FAMILY FOUNDATION
2	ACUMENTRA HEALTH	74	FOUNDATIONS FOR A BETTER OREGON
3	ADDICTIONS RECOVERY CENTER, INC	75	FRIENDS OF THE CHILDREN
4	ALLFOURONE/CRESTVIEW CONFERENCE CTR.	76	GATEWAY TO COLLEGE NATIONAL NETWORK
5	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	77	GOAL ONE COALITION
6	ALZHEIMERS NETWORK OF OREGON	78	GOLD BEACH POLICE DEPARTMENT
7	ASHLAND COMMUNITY HOSPITAL	79	GOOD SHEPHERD COMMUNITIES
8	ATHENA LIBRARY FRIENDS ASSOCIATION	80	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
9	BARLOW YOUTH FOOTBALL	81	GRANT PARK CHURCH
10	BAY AREA FIRST STEP, INC.	82	GRANTS PASS MANAGEMENT SERVICES, DBA
11	BENTON HOSPICE SERVICE	83	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
12	BETHEL CHURCH OF GOD	84	HALFWAY HOUSE SERVICES, INC.
13	BIRCH COMMUNITY SERVICES, INC.	85	HEARING AND SPEECH INSTITUTE INC
14	BLACHLY LANE ELECTRIC COOPERATIVE	86	HELP NOW! ADVOCACY CENTER
15	BLIND ENTERPRISES OF OREGON	87	HIGHLAND HAVEN

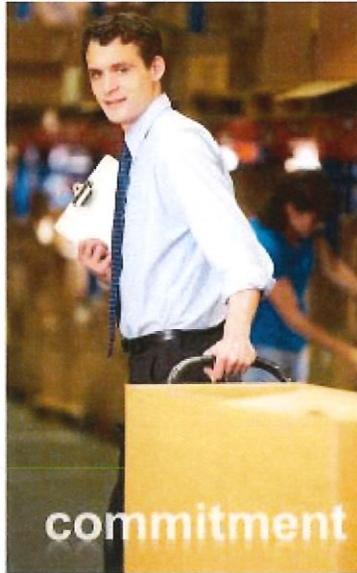
88	HIGHLAND UNITED CHURCH OF CHRIST	160	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
89	HIV ALLIANCE, INC	161	PORT CITY DEVELOPMENT CENTER
90	HOUSING AUTHORITY OF LINCOLN COUNTY	162	PORTLAND ART MUSEUM
91	HOUSING AUTHORITY OF PORTLAND	163	PORTLAND BUSINESS ALLIANCE
92	HOUSING NORTHWEST	164	PORTLAND HABILITATION CENTER, INC.
93	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	165	PORTLAND SCHOOLS FOUNDATION
94	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	166	PORTLAND WOMENS CRISIS LINE
95	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	167	PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND
96	IRCO	168	PRINGLE CREEK SUSTAINABLE LIVING CENTER
97	JASPER MOUNTAIN	169	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
98	JUNIOR ACHIEVEMENT	170	QUADRIPLIGICS UNITED AGAINST DEPENDENCY, INC.
99	KLAMATH HOUSING AUTHORITY	171	REBUILDING TOGETHER - PORTLAND INC.
100	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	172	REGIONAL ARTS AND CULTURE COUNCIL
101	LA GRANDE UNITED METHODIST CHURCH	173	RELEVANT LIFE CHURCH
102	LANE ELECTRIC COOPERATIVE	174	RENEWABLE NORTHWEST PROJECT
103	LANE MEMORIAL BLOOD BANK	175	ROGUE FEDERAL CREDIT UNION
104	LANECO FEDERAL CREDIT UNION	176	ROSE VILLA, INC.
105	LAUREL HILL CENTER	177	SACRED HEART CATHOLIC DAUGHTERS
106	LIFEWORKS NW	178	SAIF CORPORATION
107	LIVING WAY FELLOWSHIP	179	SAINT ANDREW NATIVITY SCHOOL
108	LOAVES & FISHES CENTERS, INC.	180	SAINT CATHERINE OF SIENA CHURCH
109	LOCAL GOVERNMENT PERSONNEL INSTITUTE	181	SAINT JAMES CATHOLIC CHURCH
110	LOOKING GLASS YOUTH AND FAMILY SERVICES	182	SALEM ALLIANCE CHURCH
111	MACDONALD CENTER	183	SALEM ELECTRIC
112	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	184	SALMON-SAFE INC.
113	METRO HOME SAFETY REPAIR PROGRAM	185	SCIENCEWORKS
114	METROPOLITAN FAMILY SERVICE	186	SE WORKS
115	MID COLUMBIA COUNCIL OF GOVERNMENTS	187	SECURITY FIRST CHILD DEVELOPMENT CENTER
116	MID-COLUMBIA CENTER FOR LIVING	188	SELF ENHANCEMENT INC.
117	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	189	SERENITY LANE
118	MORNING STAR MISSIONARY BAPTIST CHURCH	190	SEXUAL ASSAULT RESOURCE CENTER
119	MORRISON CHILD AND FAMILY SERVICES	191	SEXUAL ASSAULT RESOURCE CENTER
120	MOSAIC CHURCH	192	SHELTERCARE
121	NATIONAL PSORIASIS FOUNDATION	193	SHERIDAN JAPANESE SCHOOL FOUNDATION
122	NATIONAL WILD TURKEY FEDERATION	194	SHERMAN DEVELOPMENT LEAGUE, INC.
123	NEW AVENUES FOR YOUTH INC	195	SILVERTON AREA COMMUNITY AID
124	NEW BEGINNINGS CHRISTIAN CENTER	196	SISKIYOU INITIATIVE
125	NEW HOPE COMMUNITY CHURCH	197	SMART
126	NEWBERG FRIENDS CHURCH	198	SOCIAL VENTURE PARTNERS PORTLAND
127	NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	199	SOUTH COAST HOSPICE, INC.
128	NORTHWEST FOOD PROCESSORS ASSOCIATION	200	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
129	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	201	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
130	NORTHWEST REGIONAL EDUCATIONAL LABORATORY	202	SOUTHERN OREGON HUMANE SOCIETY
131	NORTHWEST YOUTH CORPS	203	SPARC ENTERPRISES
132	OCHIN	204	SPIRIT WIRELESS
133	OHSU FOUNDATION	205	SPONSORS, INC.
134	OLIVET BAPTIST CHURCH	206	SPOTLIGHT THEATRE OF PLEASANT HILL
135	OMNIMEDIX INSTITUTE	207	SPRINGFIELD UTILITY BOARD
136	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	208	ST VINCENT DE PAUL
137	OREGON BALLET THEATRE	209	ST. ANTHONY CHURCH
138	OREGON CITY CHURCH OF THE NAZARENE	210	ST. ANTHONY SCHOOL
139	OREGON COAST COMMUNITY ACTION	211	ST. MARYS OF MEDFORD, INC.
140	OREGON DEATH WITH DIGNITY	212	ST. VINCENT DEPAUL OF LANE COUNTY
141	OREGON DONOR PROGRAM	213	STAND FOR CHILDREN
142	OREGON EDUCATION ASSOCIATION	214	STAR OF HOPE ACTIVITY CENTER INC.
143	OREGON ENVIRONMENTAL COUNCIL	215	SUMMIT VIEW COVENANT CHURCH
144	OREGON MUSUEM OF SCIENCE AND INDUSTRY	216	SUNNYSIDE FOURSQUARE CHURCH
145	OREGON PROGRESS FORUM	217	SUNRISE ENTERPRISES
146	OREGON REPERTORY SINGERS	218	SUSTAINABLE NORTHWEST
147	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	219	TENAS ILLAHEE CHILDCARE CENTER
148	OREGON SUPPORTED LIVING PROGRAM	220	THE EARLY EDUCATION PROGRAM, INC.
149	OSLC COMMUNITY PROGRAMS	221	THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
150	OUTSIDE IN		
151	OUTSIDE IN	222	THE NEXT DOOR
152	PACIFIC CASCADE FEDERAL CREDIT UNION	223	THE OREGON COMMUNITY FOUNDATION
153	PACIFIC FISHERY MANAGEMENT COUNCIL	224	THE SALVATION ARMY - CASCADE DIVISION
154	PACIFIC INSTITUTES FOR RESEARCH	225	TILLAMOOK CNTY WOMENS CRISIS CENTER
155	PACIFIC STATES MARINE FISHERIES COMMISSION	226	TILLAMOOK ESTUARIES PARTNERSHIP
156	PARALYZED VETERANS OF AMERICA	227	TOUCHSTONE PARENT ORGANIZATION
157	PARTNERSHIPS IN COMMUNITY LIVING, INC.	228	TRAILS CLUB
158	PENDLETON ACADEMIES	229	TRAINING EMPLOYMENT CONSORTIUM
159	PENTAGON FEDERAL CREDIT UNION	230	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE

231	TRILLIUM FAMILY SERVICES, INC.	9	DESCHUTES COUNTY RFPD NO.2
232	UMPQUA COMMUNITY DEVELOPMENT CORPORATION	10	DESCHUTES PUBLIC LIBRARY SYSTEM
233	UNION GOSPEL MISSION	11	EAST MULTNOMAH SOIL AND WATER CONSERVANCY
234	UNITED CEREBRAL PALSY OF OR AND SW WA	12	GASTON RURAL FIRE DEPARTMENT
235	UNITED WAY OF THE COLUMBIA WILLAMETTE	13	GLADSTONE POLICE DEPARTMENT
236	US CONFERENCE OF MENONNITE BRETHREN CHURCHES	14	GLENDALE RURAL FIRE DISTRICT
237	US FISH AND WILDLIFE SERVICE	15	HOODLAND FIRE DISTRICT NO.74
238	USAGENCIES CREDIT UNION	16	HOODLAND FIRE DISTRICT #74
239	VERMONT HILLS FAMILY LIFE CENTER	17	HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
240	VIRGINIA GARCIA MEMORIAL HEALTH CENTER	18	KLAMATH COUNTY 9-1-1
241	VOLUNTEERS OF AMERICA OREGON	19	LANE EDUCATION SERVICE DISTRICT
242	WE CARE OREGON	20	LANE TRANSIT DISTRICT
243	WESTERN RIVERS CONSERVANCY	21	MALIN COMMUNITY PARK AND RECREATION DISTRICT
244	WESTERN STATES CENTER	22	MARION COUNTY FIRE DISTRICT #1
245	WESTSIDE BAPTIST CHURCH	23	METRO
246	WILD SALMON CENTER	24	METROPOLITAN EXPOSITION-RECREATION COMMISSION
247	WILLAMETTE FAMILY	25	MONMOUTH - INDEPENDENCE NETWORK
248	WILLAMETTE VIEW INC.	26	MULTONAH COUNTY DRAINAGE DISTRICT #1
249	WOODBURN AREA CHAMBER OF COMMERCE	27	NEAH KAH NIE WATER DISTRICT
250	WORD OF LIFE COMMUNITY CHURCH	28	NW POWER POOL
251	WORKSYSTEMS INC	29	OAK LODGE WATER DISTRICT
252	YOUTH GUIDANCE ASSOC.	30	OR INT'L PORT OF COOS BAY
253	YWCA SALEM	31	PORT OF ST HELENS
1	ALCOHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA	32	PORT OF UMPQUA
2	ALOHACARE	33	REGIONAL AUTOMATED INFORMATION NETWORK
3	AMERICAN LUNG ASSOCIATION	34	RIVERGROVE WATER DISTRICT
4	BISHOP MUSEUM	35	SALEM AREA MASS TRANSIT DISTRICT
5	BUILDING INDUSTRY ASSOCIATION OF HAWAII	36	SANDY FIRE DISTRICT NO. 72
6	CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST	37	SUNSET EMPIRE PARK AND RECREATION
7	EAH, INC.	38	THE NEWPORT PARK AND RECREATION CENTER
8	EASTER SEALS HAWAII	39	THE PORT OF PORTLAND
9	GOODWILL INDUSTRIES OF HAWAII, INC.	40	TILLAMOOK PEOPLES UTILITY DISTRICT
10	HABITAT FOR HUMANITY MAUI	41	TUALATIN HILLS PARK AND RECREATION DISTRICT
11	HALE MAHAOLU	42	TUALATIN VALLEY FIRE & RESCUE
12	HAROLD K.L. CASTLE FOUNDATION	43	TUALATIN VALLEY WATER DISTRICT
13	HAWAII AGRICULTURE RESEARCH CENTER	44	UNION SOIL & WATER CONSERVATION DISTRICT
14	HAWAII EMPLOYERS COUNCIL	45	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
15	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA	46	WEST VALLEY HOUSING AUTHORITY
16	HONOLULU HABITAT FOR HUMANITY	47	WILLAMALANE PARK AND RECREATION DISTRICT
17	IUPAT, DISTRICT COUNCIL 50	48	YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT
18	LANAKILA REHABILITATION CENTER INC.		
19	LEEWARD HABITAT FOR HUMANITY	<b>No.</b>	<b>State Agencies</b>
20	MAUI COUNTY FCU	1	BOARD OF MEDICAL EXAMINERS
21	MAUI ECONOMIC DEVELOPMENT BOARD	2	OFFICE OF MEDICAL ASSISTANCE PROGRAMS
22	MAUI ECONOMIC OPPORTUNITY, INC.	3	OFFICE OF THE STATE TREASURER
23	MAUI FAMILY YMCA	4	OREGON BOARD OF ARCHITECTS
24	NA HALE O MAUI	5	OREGON CHILD DEVELOPMENT COALITION
25	NA LEI ALOHA FOUNDATION	6	OREGON DEPARTMENT OF EDUCATION
26	NETWORK ENTERPRISES, INC.	7	OREGON DEPARTMENT OF FORESTRY
27	ORI ANUENUE HALE, INC.	8	OREGON DEPT OF TRANSPORTATION
28	PARTNERS IN DEVELOPMENT FOUNDATION	9	OREGON DEPT. OF EDUCATION
29	POLYNESIAN CULTURAL CENTER	10	OREGON LOTTERY
30	PUNAHOU SCHOOL	11	OREGON OFFICE OF ENERGY
31	ST. THERESA CHURCH	12	OREGON STATE BOARD OF NURSING
32	WAIANAE COMMUNITY OUTREACH	13	OREGON STATE POLICE
33	WAILUKU FEDERAL CREDIT UNION	14	OREGON TOURISM COMMISSION
34	YMCA OF HONOLULU	15	OREGON TRAVEL INFORMATION COUNCIL
		16	SANTIAM CANYON COMMUNICATION CENTER
<b>No.</b>	<b>Special/Independent Districts</b>	17	SEIU LOCAL 503, OPEU
1	BAY AREA HOSPITAL DISTRICT	1	ADMIN. SERVICES OFFICE
2	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	2	HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
3	CENTRAL OREGON IRRIGATION DISTRICT	3	HAWAII HEALTH SYSTEMS CORPORATION
4	CHEHALEM PARK AND RECREATION DISTRICT	4	SOH- JUDICIARY CONTRACTS AND PURCH
5	CITY COUNTY INSURANCE SERVICES	5	STATE DEPARTMENT OF DEFENSE
6	CLEAN WATER SERVICES	6	STATE OF HAWAII
7	COLUMBIA 911 COMMUNICATIONS DISTRICT	7	STATE OF HAWAII
8	COLUMBIA RIVER PUD	8	STATE OF HAWAII, DEPT. OF EDUCATION

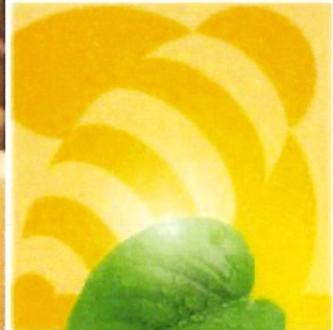
**WAXIE**<sup>®</sup>  
SANITARY SUPPLY



trust



commitment



The Most Trusted Name In Clean.  
Since 1945

**Region 14 Education Service Center  
RFP # 08-16 for Comprehensive Operational & Janitorial  
Supplies Solutions made available through the National  
Cooperative Purchasing Alliance**

March 28, 2016



Region 14 Education Service Center  
1850 Highway 351  
Abilene, Texas 79601

Re: **Solicitation No. 08-16**

Dear Region 14 ESC/NCPA,

WAXIE Sanitary Supply ("WAXIE") is pleased to submit this response to the Region 14 Education Service Center ("Region 14 ESC") RFP #08-16 for Comprehensive Operational & Janitorial Supplies Solutions.

WAXIE offers a fundamental change to how institutional supplies are procured in the Public Sector. We are replacing the current multiple channel, highly specialized approach that results in a large number of supply contracts, ordering systems, points of communication, and sources of confusion with an intuitive, single ordering platform for multiple commodities.

WAXIE and our program partner, Brighton Cromwell, developed the ability to source through primary and secondary manufacturing and master distribution sources delivering a smooth ordering experience and a single invoice for orders across multiple commodity groups. This ordering system automatically chooses the lowest cost available to each customer for each item and the least expensive contract compliant delivery method.

Public Sector agencies will save substantially on the direct cost of supplies in all categories and will benefit significantly in the administration of these procurements. The costs for ordering, delivery, receiving, and payables can all be reduced. Supply ordering system training can be standardized across multiple departments making it much easier to implement than multiple contract channels.

WAXIE currently enjoys a substantial volume of business through our existing contract with Region 14 ESC for Janitorial Supplies Maintenance and Repair. This new method of consolidation of contracts, ordering, fulfillment, and invoicing will present Region 14 members and Public Sector agencies across the United States an opportunity to reduce their supply chain spend for a broad array of common institutional supplies.

In order to most clearly respond to Region 14 ESC's RFP, WAXIE is providing responses or acknowledgements immediately below each section or sub-section in **blue font**. If you have any questions regarding our submitted information please contact me at [mmuscara@waxie.com](mailto:mmuscara@waxie.com) or (480) 213-1709.

Thank you again for the opportunity to present our proposal and we look forward to continuing to work together to bring value and sustainability to the Public Sector supply chain.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Muscara', is written over a light blue horizontal line.

Michael Muscara  
Corporate Accounts Director

# Request for Proposal (RFP) for Comprehensive Operational & Janitorial Supplies Solutions

Solicitation Number: 08-16

Publication Date: Monday, February 15<sup>th</sup>, 2016

## Notice to Respondent:

**Submittal Deadline: Tuesday, March 29<sup>th</sup>, 2016, 2:00 pm CST**

Questions regarding this solicitation must be submitted to [questions@ncpa.us](mailto:questions@ncpa.us) no later than Tuesday, March 22<sup>nd</sup>, 2016. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Comprehensive Operational and Janitorial Supplies Solutions for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Comprehensive Operational and Janitorial Supplies Solutions, respondents are encouraged to submit an offering on any or all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

**Region 14 Education Service Center  
1850 Highway 351  
Abilene, Texas 79601**

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided.



Competitive Solicitation by  
Region 14 Education Service Center

For

Comprehensive Operational & Janitorial Supplies  
Solutions

On behalf of itself and other Government Agencies

And made available through the  
National Cooperative Purchasing Alliance

RFP # 08-16



**National Cooperative Purchasing Alliance**

# Introduction / Scope

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- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Comprehensive Operational and Janitorial Supplies Solutions.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
  - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
  - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
  - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
  - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
  - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

WAXIE acknowledges and agrees to all aspects of the Introduction/Scope section.

# Instructions to Respondents

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- ◆ Submission of Response
  - Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
  - Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
  - Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
  - Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.
  
- ◆ Required Proposal Format
  - Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.
  
- ◆ Binder Tabs
  - Tab 1 – Signature Form
  - Tab 2 – NCPA Administration Agreement
  - Tab 3 – Vendor Questionnaire
  - Tab 4 – Vendor Profile
  - Tab 5 – Products and Services / Scope
  - Tab 6 - References
  - Tab 7 - Pricing
  - Tab 8 – Value Added Products and Services
  - Tab 9 – Required Documents
  
- ◆ Shipping Label
  - The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packaged must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

From:	<u>Mike Muscara</u>
Company:	<u>Waxie's Enterprises, Inc. dba WAXIE Sanitary Supply</u>
Address:	<u>9353 Waxie Way</u>
City, State, Zip:	<u>San Diego, CA 92123</u>
Solicitation Name and Number:	<u>RFP 08-16 for Comprehensive Operational &amp; Janitorial Supplies Solutions</u>
Due Date and Time:	<u>Tuesday, March 29<sup>th</sup>, 2016; 2:00pm CST</u>

WAXIE acknowledges and agrees to all aspects of the Instructions to Respondents section.

# Tab 1 – Master Agreement

## General Terms and Conditions

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- ◆ Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- ◆ Assignment of Contract
  - No assignment of contract may be made without the prior written approval of Region 14 ESC. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.
- ◆ Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- ◆ Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional five (5) years if agreed to by Region 14 ESC and the vendor.
- ◆ Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
  - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
  
- ◆ Payments
  - The entity using the contract will make payments directly to the awarded vendor or their affiliates as long as written request and approval by NCPA is provided to the awarded vendor.
  
- ◆ Adding authorized distributors/dealers
  - Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from NCPA.
  - Awarded vendors must notify NCPA each time it wishes to add an authorized distributor or dealer.
  - Purchase orders and payment can only be made to awarded vendor unless otherwise approved by NCPA.
  - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by NCPA.
  
- ◆ Pricing
  - All pricing submitted to shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
  - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
  
  - ❖ WAXIE Sanitary Supply is offering the following price and delivery program:
    - Within WAXIE Sanitary Supply's normal company owned truck delivery zones, all orders are delivered with no minimum order and no freight charges.
    - Outside of WAXIE Sanitary Supply's normal company truck delivery zones, all orders shall have no minimum and shall be delivered on a freight prepay and add basis.

The same pricing and delivery parameters shall prevail for any subcontractors WAXIE utilizes for contract fulfillment in states where we do not operate.

Special Pricing and Delivery Terms:

Alaska

WAXIE Sanitary Supply operates in the State of Alaska. Due to Alaska's extraordinary environment and the distances and expense required to operate in Alaska, the following terms shall apply.

A twenty-nine (29) cent per pound additional charge shall be added to all prices quoted for the continental U.S. for delivery in WAXIE Sanitary Supply's normal delivery area in Anchorage and Fairbanks.

Outside of WAXIE Sanitary Supply's normal truck delivery area in Anchorage and Fairbanks, the Alaska price plus freight on a prepay and add basis.

Delivery to remote areas is on an availability of transportation basis. Some areas have no deliveries in the winter months.

#### Hawaii, Puerto Rico and US Territories

All orders outside contiguous United States and Alaska will be charged contract price plus actual freight.

WAXIE prices are based on a category minimum discount off list price. Each line item is individually priced at or below the category discount percentage. This allows WAXIE to provide the best pricing for each line item and increases the contract's value to the end user.

List prices are based on manufacturers' or Master Distributors' list price in effect on April 1, 2016 or WAXIE list price effective on March 1, 2016. WAXIE publishes list prices on the first of each month. March 1, 2016 WAXIE Price Pages will be provided upon request. Category discounts are included on our price spreadsheet.

- ◆ Adding authorized distributors/dealers
  - Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from NCPA.
  - Awarded vendors must notify NCPA each time it wishes to add an authorized distributor or dealer.
  - Purchase orders and payment can only be made to awarded vendor unless otherwise approved by NCPA.
  - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by NCPA.
  
- ❖ Since many Public Sector agencies require or prefer to work through a disadvantaged business partner WAXIE has developed a network of reputable small disadvantaged businesses that we authorize to support the contract through sales, customer service, and other commercially useful functions. The current list of companies is:
  - Brighton Cromwell, a federal small business;
  - Document Imaging Dimensions, a women and veteran owned business;
  - MANS Distributing Inc., a women and minority owned business;
  - J Hurley Company, a service related disabled veteran owned business;
  - Vet Force Inc., a service related disabled veteran owned business; and
  - Sustain One, a minority and women owned business.

◆ Warranty

➤ Proposals should address each of the following:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- ❖ WAXIE's supplier and product selection practice combined with operational and logistical excellence insure uniform quality and consistency in product performance and customer service. WAXIE stands behind manufacturer's full warranty for all products we sell and distribute. If dissatisfied with performance of any product, all unopened and unused portion may be returned for credit within one year of the date of manufacture. Use product as directed, wear personal protection equipment where appropriate, and read and understand all precautionary statements.
- Availability of replacement parts
- ❖ WAXIE has over \$2,000,000 in replacement parts in inventory at any given time. Most replacement parts will be delivered in the same time frame as normal product delivery. Parts requiring a special order will be shipped under freight conditions unless the customer chooses to expedite shipping. Expedited shipping charges will be the responsibility of the customer.
- Life expectancy of equipment under normal use
- ❖ Manufacturers' warranties are the only warranties available to the customer. The life expectancy of the equipment varies based on a variety of factors including weather, intensity of use, daily maintenance and other factors. For these reasons, there is no standard for the life expectancy of Janitorial Equipment.
- Detailed information as to proposed return policy on all equipment
- ❖ WAXIE stands behind manufacturer's full warranty for all products we sell and distribute. If dissatisfied with performance of any product, all unopened and unused portion may be returned for credit within one year of the date of manufacture. Use product as directed, wear personal protection equipment where appropriate, and read and understand all precautionary statements.

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

- ❖ WAXIE requests reciprocal indemnification using the following language:

Region 14 ESC and its participants, administrators, employees and agents shall protect, indemnify, and hold harmless WAXIE and its officers, agents and employees against all claims, damages, losses and expenses arising out of or resulting from the actions of the end user in the preparation of the solicitation and the later execution of the contract.

- ◆ Franchise Tax
  - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
  
- ◆ Supplemental Agreements
  - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.
  
- ◆ Certificates of Insurance
  - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
  
  - ❖ WAXIE's corporate insurance policies do not provide a (10) day notice of modification/cancellation. However, WAXIE recently celebrated our 70th anniversary and in that time, WAXIE has never had a day without insurance coverage. In the extreme unlikelihood that insurance is cancelled by our carrier, WAXIE will notify Region 14 ESC at the first possible opportunity.
  
- ◆ Legal Obligations
  - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
  
- ◆ Protest
  - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
    - Name, address and telephone number of protester
    - Original signature of protester or its representative
    - Identification of the solicitation by RFP number
    - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
  
  - Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by- page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Except where indicated otherwise, WAXIE acknowledges and agrees to all other aspects of the General Terms and Conditions section.

# Process

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Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
  - The contract term will be for three (3) years starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms.
- ◆ Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$35 - \$60 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- ◆ Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

◆ Formation of Contract

- A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

◆ NCPA Administrative Agreement

- The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

◆ Clarifications / Discussions

- Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

◆ Multiple Awards

- Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

- ❖ WAXIE is pleased to have had an agreement in place with Region 14 ESC over the past four years and we look forward to continuing to provide superior administrative performance, exceptional levels of customer satisfaction, and mandating that customers' interests drive every decision we make as well as every solution we offer.

WAXIE has been delivering superior customer service for over 75 years. Currently WAXIE manages over 5,000 public sector accounts throughout the US and rarely has a service related

issue. Our experience with State purchasing cooperatives and price group purchasing cooperatives in the public sector accounts for over 25% of our total business.

Our partner Brighton Cromwell is a very fast growing supply source integration and logistics company that has prospered under the difficult rules of business in the federal sector. Brighton Cromwell has a perfect record with the Defense Logistics Agency in delivering highly complex contract requirements worldwide including into active war zones.

Our combined customer touches, through orders and deliveries, exceed three million instances annually. Both of our companies are highly invested in customer service and highly capable of delivering superior service to all of our customers.

Except where indicated otherwise, WAXIE acknowledges and agrees to all other aspects of the Process section.

# Evaluation Criteria

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- ◆ Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
  
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.
  
- ◆ References (15 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
  
- ◆ Technology for Supporting the Program (10 points)
  - Electronic on-line catalog, order entry use by and suitability for the entity's needs
  - Quality of vendor's on-line resources for NCPA members.
  - Specifications and features offered by respondent's products and/or services
  
- ◆ Value Added Services Description, Products and/or Services (10 points)
  - Marketing and Training
  - Customer Service

WAXIE acknowledges and agrees to all aspects of the Evaluation Criteria section.

# Signature Form

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The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Waxie's Enterprises, Inc. dba WAXIE Sanitary Supply
Address	9353 Waxie Way
City/State/Zip	San Diego, CA 92123
Telephone No.	Office: 800/292-9437 x641; Cell: 480/213-1709
Fax No.	619/615-2150
Email address	mmuscara@waxie.com
Printed name	Mike Muscara
Position with company	Corporate Account Director
Authorized signature	

Except where indicated otherwise, WAXIE acknowledges and agrees to all other aspects of Tab 1.

## Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of April 11, 2016, by and between National Cooperative Purchasing Alliance (“NCPA”) and Waxie's Enterprises (“Vendor”).

### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated April 11, 2016, referenced as Contract Number 02-27, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Comprehensive Operational and Janitorial Supplies Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

#### ◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

**Total** \_\_\_\_\_

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.
  
- General Provisions
  - This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
  - Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
  
  - ❖ WAXIE requests reciprocity using the following language:

NCPA and Region 14 ESC agree to allow WAXIE to use their names and logos within website, marketing materials and advertisement. Any use of WAXIE name and logo or any form of publicity regarding this contract by NCPA or Region 14 ESC must have prior approval by WAXIE.
  - If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
  - Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
  - This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
  - All written communications given hereunder shall be delivered to the addresses as set forth below.

Except where indicated otherwise, WAXIE acknowledges and agrees to all other aspects of Tab 2.

**National Cooperative Purchasing Alliance:**

Name: Matthew Mackel

Title: Director, Business Development

Address: PO Box 701273

Houston, TX 77270

Signature: 

Date: April 11, 2016

**Vendor:** WAXIE Sanitary Supply

Name: Mike Muscara

Title: Corporate Accounts Director

Address: 9353 Waxie Way

San Diego, CA 92123

Signature: 

Date: March 28, 2016

# Tab 3 – Vendor Questionnaire

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Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

➤ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.
- ❖ Pricing and any additional transportation charges are described completely in the General Terms and Conditions section of Tab 1 and in Tab 7

**50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Maryland       | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Massachusetts  | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Michigan       | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> Minnesota      | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> California           | <input type="checkbox"/> Mississippi    | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> Missouri       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> Montana        | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> Nebraska       | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada         | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> New Hampshire  | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> New Jersey     | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> New Mexico     |   |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> New York       |   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> North Carolina |   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> North Dakota   |   |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> Ohio           |   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Oklahoma       |   |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Oregon         |   |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Pennsylvania   |   |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Rhode Island   |   |

**All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> American Samoa                 | <input checked="" type="checkbox"/> Northern Marina Islands |
| <input checked="" type="checkbox"/> Federated States of Micronesia | <input checked="" type="checkbox"/> Puerto Rico             |
| <input checked="" type="checkbox"/> Guam                           | <input checked="" type="checkbox"/> S. Virgin Islands       |
| <input checked="" type="checkbox"/> Midway Islands                 |   |

Please reference our pricing and delivery program in the Pricing section of Tab 1 and in Tab 7.

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

➤ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

• Respondent Certifies that this firm is a M/WBE

▪ **Historically Underutilized Business**

• Respondent Certifies that this firm is a HUB

➤ Please note that WAXIE is not a Minority and Women Owned Business Enterprise. Since many Public Sector agencies require or prefer to work through a disadvantaged business partner, WAXIE has developed a network reputable small disadvantaged businesses that we are authorizing to support the contract through sales, customer service, and other commercially useful functions. The current list of such companies can be found in the Authorized Distributors section of Tab 1 in this response, including the Minority and Women Owned businesses MANS, Inc., Sustain One, and DID, Inc.

◆ **Residency**

➤ Responding Company's principal place of business is in the city of San Diego, State of CA

➤ **Felony Conviction Notice**

➤ **Please Check Applicable Box;**

A publically held corporation; therefore, this reporting requirement is not applicable. Is

not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony

➤ If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

➤ Which best describes your company's position in the distribution channel:

Manufacturer Direct

Certified education/government reseller

Authorized Distributor

Manufacturer marketing through reseller

Value-added reseller

Other: \_\_\_\_\_

◆ Processing Information

➤ Provide company contact information for the following:

▪ Sales Reports / Accounts Payable

Contact Person: Sales Reports: Jorge Vazquez / Accounts Payable: Aldo Preciado

Title: Jorge - Sales Analyst / Aldo - Market Segment Specialist

Company: WAXIE Sanitary Supply

Address: 9353 Waxie Way

City: San Diego State: CA Zip: 92123

Phone: 800/544-8054 x 648/ x 649 Email: jvazquez@waxie.com/apreciado@waxie.com

▪ Purchase Orders

Contact Person: Aldo Preciado

Title: Market Segment Specialist

Company: WAXIE Sanitary Supply

Address: 9353 Waxie Way

City: San Diego State: CA Zip: 92123

Phone: 800/544-8054 x 649 Email: apreciado@waxie.com

▪ Sales and Marketing

Contact Person: Mike Muscara

Title: Corporate Account Director

Company: WAXIE Sanitary Supply

Address: 9353 Waxie Way

City: San Diego State: CA Zip: 92123

Phone: Office: 800/292-9437 x641; Cell: 480/213-1789

Email: mmuscara@waxie.com

◆ Pricing Information

➤ In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

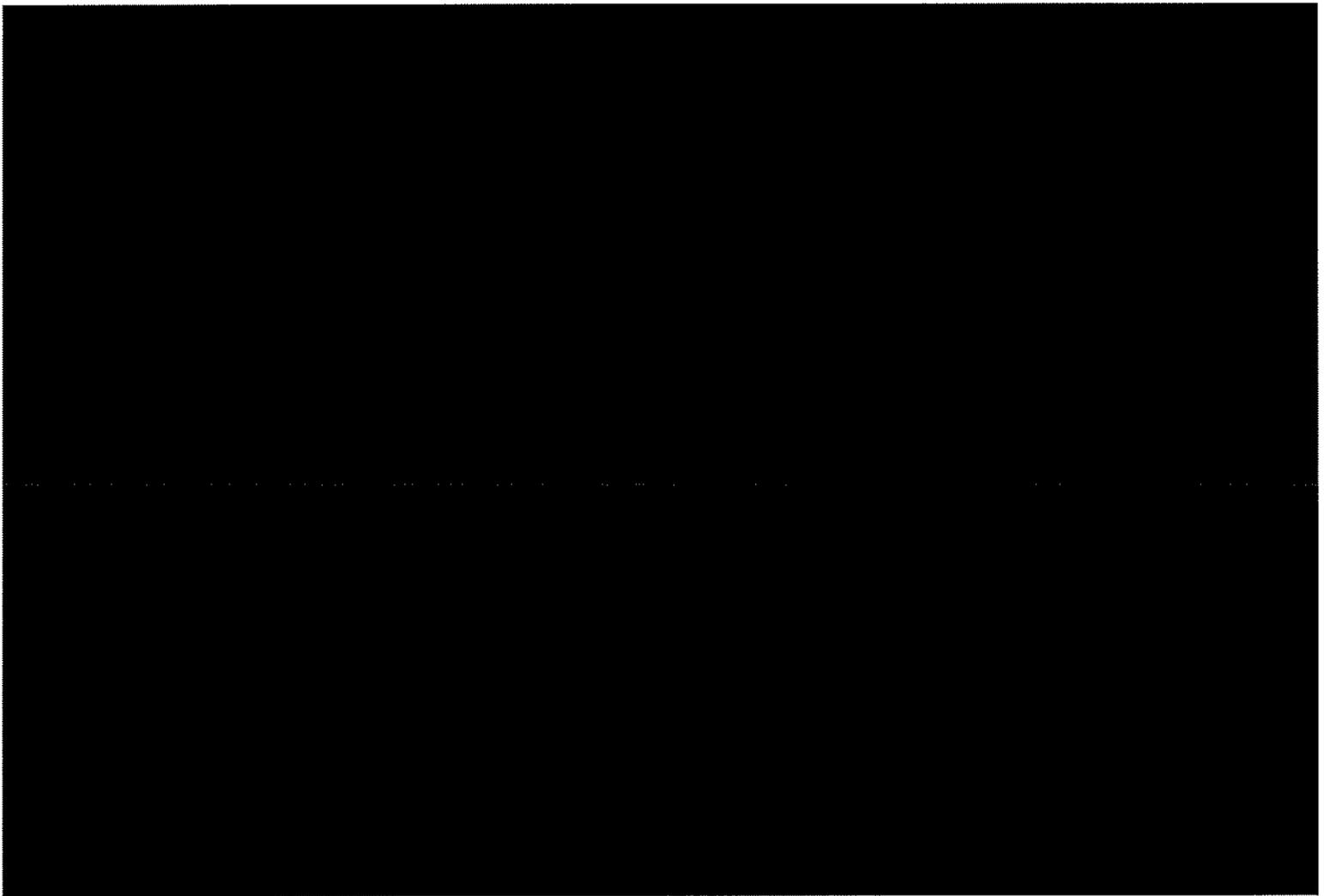
Yes  No

➤ Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes  No

➤ Vendor will provide additional discounts for purchase of a guaranteed quantity.

Yes  No



# Tab 4 – Vendor Profile

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Please provide the following information about your company:

- ◆ Company's official registered name.
  - Our legally registered name is Waxie's Enterprises, Inc.
- ◆ Brief history of your company, including the year it was established.
  - ❖ Founded in 1945, WAXIE Sanitary Supply is a 71-year-old, privately held, family owned company with a proud history of honoring our clients, communities, and family values. This attitude is embodied in our company motto: **"The Most Trusted Name In Clean. Since 1945."** WAXIE has long been focused on our customers and prides ourselves on helping businesses keep their facilities cleaner, healthier, greener and safer. We are passionate about what we do and committed to delivering that passion to our customers.

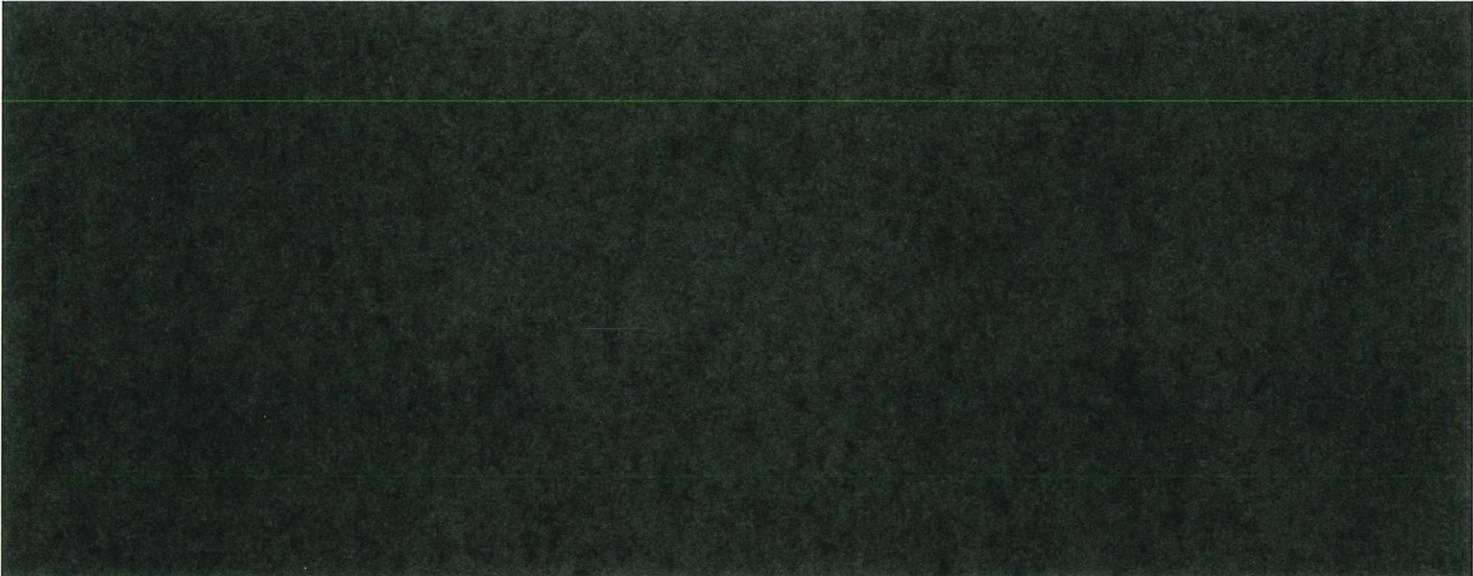
WAXIE is among the largest distributors of sanitary supplies and equipment in the Western USA and is one of the largest family owned distributors in the nation. We differentiate ourselves by having orders delivered on time, at the right price, with exceptional customer service. We are here to listen to our clients and respond to their needs. Our average fill rate on orders is 97%.

For the past 7 decades, WAXIE has remained the industry leader in the distribution of quality institutional supplies to the Public Sector, commercial, industrial, and contractor markets in the United States and abroad.
- ◆ Company's Dun & Bradstreet (D&B) number.
  - ❖ 02-914-2577
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
  - ❖ Please see **Exhibit A** for an organizational charts of WAXIE individuals to be involved in this contract. We have included our corporate and operational zone organizational charts.
- ◆ Corporate office location.
  - List the number of sales and services offices for states being bid in solicitation.
    - ❖ WAXIE's corporate office is located in San Diego, CA. Additionally, we have (21) twenty-one sales and services offices located throughout Alaska, Arizona, California, Colorado, Idaho, Nevada, Oregon, Utah, and Washington.
  - List the names of key contacts at each with title, address, phone and e-mail address.
    - ❖ Please see **Exhibit B** for a listing of all of our office locations and the key contact information for each.
- ◆ Define your standard terms of payment.
  - ❖ WAXIE's standard payment terms are Net 30.

◆ Who is your competition in the marketplace?

❖ Our competition includes the following:

W.W. Grainger, Inc.  
Staples, Inc.  
Office Depot, Inc.  
MSC Corp.  
Fastenal  
Veritiv Corp.  
W.B. Mason, Inc.  
Woolsley, Inc.



◆ What differentiates your company from competitors?

- ❖ WAXIE, a relatively small company, has been able to set standards for sustainable supply chain development in the institutional supply segment for Public Sector contracts. Through the creative use of discounting and programs that encourage customers to change procurement process behavior, WAXIE has contributed to the greening of the supply chain since 2004. Those same sustainability principles are currently applied through all of the categories we can source. We are able to accomplish this by creating specific programs that match the needs of individual customers, under the umbrella of our national group purchasing contracts.

Through negotiated Supplemental Agreements WAXIE encourages sustainability enhancing behaviors from our contract customers such as:

- Full electronic commerce with order to invoice;
- Automated payment handled electronically with no exchange of paper invoices or checks;
- Increases in order size through order volume discounting;
- Purchase of third party verified green products whenever possible;
- Participation in a complete Deliver Clean Savings account audit that brings substantial supply chain savings;
- Drop shipment large volume orders for many products.

All of these programs allow us to reduce our operating costs and the impact on the environment of contract fulfillment, and pass those savings along to our contract customers.

- ◆ Describe how your company will market this contract if awarded.
- ❖ Marketing Initiatives – WAXIE, Brighton Cromwell, our Disadvantaged Business partners, and our manufacturers will do the following to market the Region14/NCPA contract nationally:

#### **WAXIE**

- Our sales force of over 200 will be trained in all features and benefits of the contract and will bring the contract to all available Public Sector entities eligible for its use as our first option.
- WAXIE's teleservice sales force will also be trained and will be marketing the contract to Public Sector agencies throughout the United States.
- WAXIE will feature the NCPA contract at all of the trade shows we attend including NIGP nationally, state wide ASBO's, statewide purchasing groups like CAPPO in CA, Corrections Industries, NASPO, and many others.
- WAXIE will transmit contract information regularly to both current and prospective customers via a robust email marketing campaign.

#### **Brighton Cromwell**

- Brighton Cromwell will educate its internal telesales and external sales force on the features and benefits of the contract and use the contract as its first choice for nonfederal Public Sector opportunities.
- Brighton Cromwell will coordinate both email and telemarketing outreach programs to prospective NCPA clients.
- Brighton Cromwell will communicate to all current customers through the contract web ordering portal [www.waxiencpa.com](http://www.waxiencpa.com).
- Brighton Cromwell will use SEO and related tools to include social media to identify, market to, and promote the use of the NCPA contract.

**Disadvantaged Business affiliates** – All of our participating customers provide additional exposure for the contract at trade shows and through their web sites.

- ◆ Describe how you intend to introduce NCPA to your company.
- ❖ WAXIE enjoys an existing contract with Region 14 ESC and NCPA; our sales force is very aware of the strength of that contract. The new contract information will be communicated at sales meetings at every branch office of WAXIE and Brighton Cromwell. In addition, a detailed SOP Manual will be created for the new contract and placed in an online reference area that all Sales and Operations personnel can access. On our website [www.waxie.com](http://www.waxie.com), a new contract page with all information necessary for current and prospective customers will be posted within thirty (30) days of award.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- ❖ The WAXIE/Brighton Cromwell ecommerce platform is a proven, tested application allowing users to access over 150,000 standard stocked, priced parts and to request price and availability for non-stocked items. The site ([www.waxiencpa.com](http://www.waxiencpa.com)) houses dozens of commodity groups supporting fleet, facilities, food service, laundry, and office supply. The system is fully mobile enabled and has the following features:
  - User friendly/intuitive screen for ordering parts.
  - Fully "cloud" based solution with no software or firmware installation required.

- The ability to login remotely and to validate the user as an approved user.
  - The ability to search by part number and nomenclature or drill into commodities.
  - The ability to request pricing and availability for non-catalog items regardless of brand name or user location
  - The ability to create a multi-part order “cart” or a single line item order.
  - The ability to place orders for multiple product lines and commodities on one purchase order.
  - The ability to create orders from remote and mobile locations in real time.
  - A print option for all orders placed to include the PO#.
  - The ability to store and edit multiple “shopping carts” for future re-use/reorder.
  - The ability to update parts quantities up to the point of order confirmation.
  - The ability to run user purchase history reports online.
  - The ability to support multiple ship-to locations for an individual approved user.
  - The ability to assign individual approved users rights, restrictions, and roles.
  - Functionality to provide users ability to access status of all orders and deliveries.
  - Messaging capability to allow for approved users to communicate with customer service.
  - Live customer service and dedicated client support representatives.
  - On-line help/tutorial.
  - Print capability.
  - Daily data backup.
  - Program and database security IAW commercially accepted standards.
  - Off-site DPR and “hot site” dual capability is live as part of a disaster mitigation plan.
- ◆ Describe your company’s Customer Service Department (hours of operation, number of service centers, etc.)
- ❖ WAXIE employs over 50 Customer Service Representatives supporting over 200 sales professionals and all of our customers. Each of our 21 locations provides local customer service and our Home Office provides customer service to all of our GPO contract customers as well as our other corporate and strategic accounts.
- Hours of operation for customer service are 8am Eastern to 5pm Pacific. Customers may call in to 800/544-8054 x649 to contact Aldo Preciado, the primary contact for orders and service inquiries. Aldo can also be reached by email at [aprecaido@waxie.com](mailto:aprecaido@waxie.com).
- Additional customer service support is provided by Brighton Cromwell for any web related customer services issues or inquiries. Brighton Cromwell customer service is available between 6:00am to 4:00pm Pacific with on-call support available until 5:00pm Pacific. Dedicated customer service can be reached via email or by calling 973/252-4100.
- ◆ Green Initiatives
- As our business grows, we want to make sure we minimize our impact on the Earth’s climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

- ❖ WAXIE shares NCPA's and Region 14 ESC's emphasis on minimizing our impact on the Earth's climate as well as employing environmentally responsible practices. WAXIE is a leader in green and sustainable options for our partners. WAXIE is committed to being an industry leader in promoting responsible business practices that support sustainable communities that are secure, economically prosperous, environmentally responsible and healthy places in which to live and work. Sustainability has emerged as a global theme of the 21st century – it is a concept which balances the interconnectedness of the environment, the economy and our quality of life. Please see **Exhibit C** for our *Commitment to Sustainability* brochure.

WAXIE has led the development of sustainable supply chain contracts in the Public Sector since 2004 and we are recognized as a leader in both the sale of and development of green cleaning products as well as operating our company as environmentally appropriately as possible. Here are some of our initiatives:

- WAXIE has committed to building all new buildings to LEED Silver and has two new Regional Inventory Centers that are LEED Silver Certified, Salt Lake City, UT and Mesa, AZ. The WAXIE Livermore facility is currently seeking LEED-EB certification.
- WAXIE has converted our four California Regional Inventory Centers to LED lighting.
- Photovoltaic Solar Panels have been installed at all California locations. Other locations are being evaluated for solar power.
- WAXIE has purchased and operates several CNG powered delivery trucks. These trucks are being operated out of our Santa Ana, CA facility and the program will be expanded to other areas as CNG filling stations become more common.
- WAXIE has the largest selection of green cleaning products, sanitary paper, and hand care products in the US.
- WAXIE has introduced a new line of bio-based products under our brand.
- WAXIE is a member of the USGBC with ten LEED EB Accredited Professionals on staff.
- WAXIE recycles all of its corrugated card board, office paper, plastic wrap, and pallets at all of our facilities.
- Brighton Cromwell offers a full line of EPA approved Energy Star items. This includes lighting, power tools, appliances, HVAC items, plumbing supplies, building materials and more.
- Brighton Cromwell actively promotes brands such as GreenWorks, a line of energy efficient, chargeable outdoor power products.
- Brighton Cromwell participates in the "Envirolink" program, with over 2,000 stocked items that save water, are energy efficient, are recyclable, conserve resources, or are Energy Star qualified.
- Brighton Cromwell is a leading provider of pre-packaged vehicle maintenance and repair kits which results in dramatically reduced packaging and environmental waste.
- Brighton Cromwell recycles all its corrugated card board, office paper, plastic wrap, and pallets at all of its facilities.

Over the past 12 years, WAXIE has developed a wealth of tools and initiatives to support a more environmentally sustainable portfolio of products and programs.

Our WAXIE GPS® Green Partner Support™ program is unparalleled in helping organizations reach their sustainability goals. This program and process allows WAXIE to determine customized needs in a balanced approach summarizing and measuring for management oversight; while still conducting site surveys and providing the right product mix for customer-facing operations. Please see **Exhibit D** for our *Green Partner Support* brochure.

- ◆ Vendor Certifications (if applicable)
  - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.
  
- ❖ Please see **Exhibit E** for a listing of our licenses and registrations.

## Tab 5 – Products and Services

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- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:

❖ Contract Category	Minimum Category Discount
Cleaning Supplies - Floor and carpet cleaning tools, window cleaning tools, general purpose cleaning tools and accessories.	30%
Cleaning Chemicals	30%
3M Cleaning Tools	15%
3M Diamond Grit Floor Pads	15%
Spartan Chemical	20%
Dilution Control Cleaning Chemical Systems	30%
Floor Finishes and Floor Sealers	40%
Wood Floor Cleaning and Maintenance Products	30%
Battery Operated Cleaning Equipment	18%
Cord electric Powered Equipment	28%
Gas, diesel and propane powered cleaning equipment	10%
Direct Wired Electrical Equipment	10%
Equipment Parts and Accessories	10%
Paper Products - Toilet Tissue, Paper Towels, Facial Tissues	50%
Plastic Can Liners	50%
Laundry Products	40%
Ware Washing Products	40%
Food Service Disposable Products	30%
Air Filters	12%
Appliances	10%
Automotive	12%
Building Materials	10%
Electrical Repairs and Equipment	15%
Electronics & Technology	11%
Farm & Ranch	12%
Fasteners	15%
Furniture	10%
General	7%
Hand Tools	11%
HVAC	10%
Lamps, Ballasts, Fixtures	15%
Lawn & Garden	10%
Material Handling	10%
Office Supplies	10%
Paint and Accessories	7%

Plumbing	15%
Pneumatic Tools	7%
Power Tools & Accessories	7%
Safety & Security	12%
Welding and Soldering	8%

WAXIE understands and acknowledges the requirements in Tab 5. We have substituted our products and services categories for the sample categories that appeared on the original RFP. WAXIE will add categories beyond those listed above as they become available.

## Tab 6 – References

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- ◆ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.
  
- ◆ All references should include the following information from the entity:
  - Entity Name
  - Contact Name and Title
  - City and State
  - Phone
  - Years Serviced
  - Description of Services
  - Annual Volume
  
- Please see **Exhibit F** for a comprehensive list of WAXIE’s customer references.

WAXIE acknowledges and understands the quantity and range of references being requested in Tab 6. We are confident the quantity, quality, and range of government entity groups provided in Exhibit E will not only satisfy but exceed this requirement.

## Tab 7 – Pricing

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- ◆ Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.
  - Please see **Exhibit J** of our electronic submission for our complete price list.
- ◆ Price lists must contain the following:
  - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
  - Description
  - Vendor's List Price
  - Percent Discount to NCPA participating entities
- ◆ Submit price list electronically on CD, DVD, or Flash Drive. Include respondents name, name of solicitation, and date on media of choice.
- ◆ Not To Exceed Pricing
  - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
  - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
  - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

As indicated in the General Terms and Conditions of Tab 1, WAXIE offers the following policies with regard to pricing:

- ❖ WAXIE Sanitary Supply is offering the following price and delivery program:
  - Within WAXIE Sanitary Supply's normal company owned truck delivery zones, all orders are delivered with no minimum order and no freight charges.
  - Outside of WAXIE Sanitary Supply's normal company truck delivery zones, all orders shall have a no minimum and shall be delivered on a freight prepay and add basis.

The same pricing and delivery parameters shall prevail for any subcontractors WAXIE utilizes for contract fulfillment in states where we do not operate.

### Special Pricing and Delivery Terms:

#### Alaska

WAXIE Sanitary Supply operates in the State of Alaska. Due to Alaska's extraordinary environment and the distances and expense required to operate in Alaska, the following terms shall apply.

A twenty-nine (29) cent per pound additional charge shall be added to all prices quoted for the

continental U.S. for delivery in WAXIE Sanitary Supply's normal delivery area in Anchorage and Fairbanks.

Outside of WAXIE Sanitary Supply's normal truck delivery area in Anchorage and Fairbanks, the Alaska price plus freight on a prepay and add basis.

Delivery to remote areas is on an availability of transportation basis. Some areas have no deliveries in the winter months.

Hawaii, Puerto Rico and US Territories

All orders outside contiguous United States and Alaska will be charged contract price plus actual freight.

WAXIE prices are based on a category minimum discount off list price. WAXIE prices are based on a minimum discount by category. Each line item is individually priced at or below the category discount percentage. This allows WAXIE to provide the best pricing for each line item and increases the contract's value to the end user.

List prices are based on manufacturers' or Master Distributors' list price in effect on April 1, 2016 or WAXIE list price effective on March 1, 2016. WAXIE publishes list prices on the first of each month. March 1, 2016 WAXIE Price Pages will be provided upon request. Category discounts are included on our price spreadsheet.

WAXIE acknowledges and understands the pricing requirements as delineated in Tab 7.

## Tab 8 – Value Added Products and Services

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- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.
  
- WAXIE adds value to our partnerships in numerous ways, including but limited to the following:
  - WAXIE Deliver Clean Savings (DCS®)
  - WAXIE Green Partner Support (GPS®)
  - WAXIE Web Based Training
  - WAXIE Onsite Training
  - WAXIE Specialists
  - Brighton Cromwell “Spot Buy” Functionality
  - Dedicated Customer Support

### **WAXIE Deliver Clean Savings**

Qualifying customers can take advantage of WAXIE’s premier consulting service for supply chain analysis. To qualify, customers must agree to purchase their supplies from WAXIE through the NCPA contract and participate fully in the survey process. The program requires participation by procurement as well as all necessary operating departments. Cost reductions of 20-25% hard costs are a common result. Please see **Exhibit G** for the WAXIE DCS Brochure for Higher Education and a sample DCS power point presentation.

### **WAXIE Green Partner Support**

Customers that are interested in working with WAXIE to investigate all areas of sustainability in their buildings can utilize WAXIE’s GPS program. The program is designed to survey and recommend product and process changes that have a lasting positive effect on the environment. The program allows for tracking green product spend as well as employee training on the proper products and processes to reduce the overall impact on the environment of cleaning operations. Please see **Exhibit H** for our GPS program brochure along with a sample outcome.

### **WAXIE Web Based Training**

WAXIE’s online training provides basic custodial operations training and testing online. The program allows supervisors to track and archive employee performance. All modules are available in English and Spanish. Please see **Exhibit I** for WAXIE’s online training brochure.

### **WAXIE Onsite training**

Customers can receive customized training programs onsite through WAXIE’s over 200 sales professionals and through our manufacturer’s representatives and their training staffs.

### **WAXIE Specialists**

WAXIE offers the most knowledgeable and well trained consulting capacity of any facility supply company. WAXIE employs Equipment and Chemical Specialists at all our locations to provide answers and best practices with regard to utilization and efficacy of the equipment and chemical products we sell.

**Brighton Cromwell “Spot Buy” Functionality**

Customers can inquire about pricing and availability for virtually any item within the contract scope. Brighton Cromwell is not restricted in its product offering by geographic or product boundaries. As sourcing and procurement professionals Brighton Cromwell is able to provide product well outside of its standard, stocked items and supply chain.

**Dedicated Customer Support**

Customers can access dedicated contract specific customer service professionals. These individuals are able to respond to any and all questions or concerns related to the website ([www.waxiencpa.com](http://www.waxiencpa.com)), product scope, spot buys, or order status.

## Tab 9 – Required Documents

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- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

WAXIE acknowledges and understands and is please to sign all documents contained in Tab 9.

## Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	WAXIE Sanitary Supply
Print Name	Mike Muscara
Address	9353 Waxie Way
City, State, Zip	San Diego, CA 92123
Authorized signature	
Date	March 28, 2016

# Contractor Requirements

## **Contractor Certification Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

### **Fingerprint & Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

### **Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



Date

March 28, 2016

## Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	WAXIE Sanitary Supply
Address	9353 Waxie Way
City/State/Zip	San Diego, CA 92123
Telephone No.	Office: 800/292-9437 x641; Cell: 480/213-1709
Fax No.	619/615-2150
Email address	mmuscara@waxie.com
Printed name	Mike Muscara
Position with company	Corporate Account Director
Authorized signature	

## **FEMA Standard Terms and Conditions Addendum for Contracts and Grants**

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
  - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
  - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
  - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
  - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
  - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
  - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
  - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
  - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
    - 1) The copyright in any work developed under a grant or contract; and
    - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

## **Required Clauses for Federal Assistance provided by FTA**

### **ACCESS TO RECORDS AND REPORTS**

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).*

### **CIVIL RIGHTS / TITLE VI REQUIREMENTS**

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
  - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating 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, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
  - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

#### **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

### **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

### **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

## State Notice Addendum

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirement of said statutes:

Nationwide: [http://www.usa.gov/Agencies/Local Government/Cities.shtml](http://www.usa.gov/Agencies/Local%20Government/Cities.shtml)

Other States: Cities, Towns, Villages, and Boroughs

No.	Cities, Towns, Villages and Boroughs in Oregon	No.	Cities, Towns, Villages and Boroughs in Oregon
		54	CITY OF MOSIER
		55	CITY OF NEWBERG
1	CEDAR MILL COMMUNITY LIBRARY	56	CITY OF NORTH PLAINS
2	CITY COUNTY INSURANCE SERVICES	57	CITY OF OREGON CITY
3	CITY OF ADAIR VILLAGE	58	CITY OF PHOENIX
4	CITY OF ALBANY	59	CITY OF PILOT ROCK
5	CITY OF ASHLAND	60	CITY OF PORT ORFORD
6	CITY OF ASTORIA OREGON	61	CITY OF PORTLAND
7	CITY OF AUMSVILLE	62	CITY OF POWERS
8	CITY OF AURORA	63	CITY OF REDMOND
9	CITY OF BEAVERTON	64	CITY OF REEDSPORT
10	CITY OF BOARDMAN	65	CITY OF RIDDLE
11	CITY OF BURNS	66	CITY OF SALEM
12	CITY OF CANBY	67	CITY OF SANDY
13	CITY OF CANNON BEACH OR	68	CITY OF SANDY
14	CITY OF CANYONVILLE	69	CITY OF SCAPPOOSE
15	CITY OF CENTRAL POINT POLICE DEPARTMENT	70	CITY OF SEASIDE
16	CITY OF CLATSKANIE	71	CITY OF SHADY COVE
17	CITY OF COBURG	72	CITY OF SHERWOOD
18	CITY OF CONDON	73	CITY OF SPRINGFIELD
19	CITY OF COOS BAY	74	CITY OF ST. PAUL
20	CITY OF CORVALLIS	75	CITY OF STAYTON
21	CITY OF COTTAGE GROVE	76	CITY OF TIGARD, OREGON
22	CITY OF CRESWELL	77	CITY OF TUALATIN, OREGON
23	CITY OF DALLAS	78	CITY OF WARRENTON
24	CITY OF DAMASCUS	79	CITY OF WEST LINN/PARKS
25	CITY OF DUNDEE	80	CITY OF WILSONVILLE
26	CITY OF EAGLE POINT	81	CITY OF WINSTON
27	CITY OF ECHO	82	CITY OF WOOD VILLAGE
28	CITY OF ESTACADA	83	CITY OF WOODBURN
29	CITY OF EUGENE	84	CITY OF YACHATS
30	CITY OF FAIRVIEW	85	FLORENCE AREA CHAMBER OF COMMERCE
31	CITY OF FALLS CITY	86	GASTON RURAL FIRE DEPARTMENT
32	CITY OF GATES	87	GLADSTONE POLICE DEPARTMENT
33	CITY OF GEARHART	88	HOUSING AUTHORITY OF THE CITY OF SALEM
34	CITY OF GERVAIS	89	KEIZER POLICE DEPARTMENT
35	CITY OF GOLD HILL	90	LEAGUE OF OREGON CITIES
36	CITY OF GRANTS PASS	91	MALIN COMMUNITY PARK AND RECREATION DISTRICT
37	CITY OF GRESHAM	92	METRO
38	CITY OF HAPPY VALLEY	93	MONMOUTH - INDEPENDENCE NETWORK
39	CITY OF HILLSBORO	94	PORTLAND DEVELOPMENT COMMISSION
40	CITY OF HOOD RIVER	95	RAINIER POLICE DEPARTMENT
41	CITY OF JOHN DAY	96	RIVERGROVE WATER DISTRICT
42	CITY OF KLAMATH FALLS	97	SUNSET EMPIRE PARK AND RECREATION
43	CITY OF LA GRANDE	98	THE NEWPORT PARK AND RECREATION CENTER
44	CITY OF LAKE OSWEGO	99	TILLAMOOK PEOPLES UTILITY DISTRICT
45	CITY OF LAKESIDE	100	TUALATIN VALLEY FIRE & RESCUE
46	CITY OF LEBANON	101	WEST VALLEY HOUSING AUTHORITY
47	CITY OF MALIN		
48	CITY OF MCMINNVILLE	<b>No.</b>	<b>Counties and Parishes</b>
49	CITY OF MEDFORD	1	ASSOCIATION OF OREGON COUNTIES
50	CITY OF MILL CITY	2	BENTON COUNTY
51	CITY OF MILLERSBURG	3	CLACKAMAS COUNTY DEPT OF TRANSPORTATION
52	CITY OF MILWAUKIE	4	CLATSOP COUNTY
53	CITY OF MORO	5	COLUMBIA COUNTY, OREGON
		6	COOS COUNTY HIGHWAY DEPARTMENT
		7	CROOK COUNTY ROAD DEPARTMENT

8	CURRY COUNTY OREGON	3	BAKER SCHOOL DISTRICT 5-J
9	DESCHUTES COUNTY	4	BANDON SCHOOL DISTRICT
10	DOUGLAS COUNTY	5	BANKS SCHOOL DISTRICT
11	GILLIAM COUNTY	6	BEAVERTON SCHOOL DISTRICT
12	GILLIAM COUNTY OREGON	7	BEND / LA PINE SCHOOL DISTRICT
13	GRANT COUNTY, OREGON	8	BEND-LA PINE SCHOOL DISTRICT
14	HARNEY COUNTY SHERIFFS OFFICE	9	BROOKING HARBOR SCHOOL DISTRICT NO.17-C
15	HOOD RIVER COUNTY	10	CANBY SCHOOL DISTRICT
16	HOUSING AUTHORITY OF CLACKAMAS COUNTY	11	CANYONVILLE CHRISTIAN ACADEMY
17	JACKSON COUNTY HEALTH AND HUMAN SERVICES	12	CASCADE SCHOOL DISTRICT
18	JEFFERSON COUNTY	13	CASCADES ACADEMY OF CENTRAL OREGON
19	KLAMATH COUNTY VETERANS SERVICE OFFICE	14	CENTENNIAL SCHOOL DISTRICT
20	LAKE COUNTY	15	CENTRAL CATHOLIC HIGH SCHOOL
21	LANE COUNTY	16	CENTRAL POINT SCHOOL DISTRICT NO. 6
22	LINCOLN COUNTY	17	CENTRAL SCHOOL DISTRICT 13J
23	LINN COUNTY	18	CLACKAMAS EDUCATION SERVICE DISTRICT
24	MARION COUNTY , SALEM, OREGON	19	COOS BAY SCHOOL DISTRICT
25	MORROW COUNTY	20	COOS BAY SCHOOL DISTRICT NO.9
26	MULTNOMAH COUNTY	21	COQUILLE SCHOOL DISTRICT 8
27	MULTNOMAH COUNTY	22	COUNTY OF YAMHILL SCHOOL DISTRICT 29
28	MULTNOMAH LAW LIBRARY	23	CRESWELL SCHOOL DISTRICT
29	NAMI LANE COUNTY	24	CROSSROADS CHRISTIAN SCHOOL
30	POLK COUNTY	25	CULVER SCHOOL DISTRICT NO.
31	SHERMAN COUNTY	26	DALLAS SCHOOL DISTRICT NO. 2
32	UMATILLA COUNTY, OREGON	27	DAVID DOUGLAS SCHOOL DISTRICT
33	UNION COUNTY	28	DAYTON SCHOOL DISTRICT NO.8
34	WALLOWA COUNTY	29	DE LA SALLE N CATHOLIC HS
35	WASCO COUNTY	30	DESCHUTES COUNTY SD NO.6 - SISTERS SD
36	WASHINGTON COUNTY	31	DOUGLAS COUNTY SCHOOL DISTRICT 1.16
37	YAMHILL COUNTY	32	DOUGLAS EDUCATION SERVICE DISTRICT
1	BOARD OF WATER SUPPLY	33	DUFUR SCHOOL DISTRICT NO.29
2	COUNTY OF HAWAII	34	ELKTON SCHOOL DISTRICT NO.34
3	MAUI COUNTY COUNCIL	35	ESTACADA SCHOOL DISTRICT NO.108
<b>No.</b>	<b>Higher Education</b>	36	FOREST GROVE SCHOOL DISTRICT
1	BIRTHINGWAY COLLEGE OF MIDWIFERY	37	GASTON SCHOOL DISTRICT 51.1J
2	BLUE MOUNTAIN COMMUNITY COLLEGE	38	GEN CONF OF SDA CHURCH WESTERN OR
3	CENTRAL OREGON COMMUNITY COLLEGE	39	GLADSTONE SCHOOL DISTRICT
4	CHEMEKETA COMMUNITY COLLEGE	40	GLENDALE SCHOOL DISTRICT
5	CLACKAMAS COMMUNITY COLLEGE	41	GLIDE SCHOOL DISTRICT NO.12
6	COLUMBIA GORGE COMMUNITY COLLEGE	42	GRANTS PASS SCHOOL DISTRICT 7
7	GEORGE FOX UNIVERSITY	43	GREATER ALBANY PUBLIC SCHOOL DISTRICT
8	KLAMATH COMMUNITY COLLEGE DISTRICT	44	GRESHAM-BARLOW SCHOOL DISTRICT
9	LANE COMMUNITY COLLEGE	45	HARNEY COUNTY SCHOOL DIST. NO.3
10	LEWIS AND CLARK COLLEGE	46	HARNEY EDUCATION SERVICE DISTRICT
11	LINFIELD COLLEGE	47	HEAD START OF LANE COUNTY
12	LINN-BENTON COMMUNITY COLLEGE	48	HERITAGE CHRISTIAN SCHOOL
13	MARYLHURST UNIVERSITY	49	HIGH DESERT EDUCATION SERVICE DISTRICT
14	MT. HOOD COMMUNITY COLLEGE	50	HOOD RIVER COUNTY SCHOOL DISTRICT
15	MULTNOMAH BIBLE COLLEGE	51	JACKSON CO SCHOOL DIST NO.9
16	NATIONAL COLLEGE OF NATURAL MEDICINE	52	JEFFERSON COUNTY SCHOOL DISTRICT 509-J
17	NORTHWEST CHRISTIAN COLLEGE	53	JEFFERSON SCHOOL DISTRICT
18	OREGON HEALTH AND SCIENCE UNIVERSITY	54	KLAMATH FALLS CITY SCHOOLS
19	OREGON UNIVERSITY SYSTEM	55	LA GRANDE SCHOOL DISTRICT
20	PACIFIC UNIVERSITY	56	LAKE OSWEGO SCHOOL DISTRICT 7J
21	PORTLAND COMMUNITY COLLEGE	57	LANE COUNTY SCHOOL DISTRICT 4J
22	PORTLAND STATE UNIV.	58	LANE COUNTY SCHOOL DISTRICT 69
23	REED COLLEGE	59	LEBANON COMMUNITY SCHOOLS NO.9
24	ROGUE COMMUNITY COLLEGE	60	LINCOLN COUNTY SCHOOL DISTRICT
25	SOUTHWESTERN OREGON COMMUNITY COLLEGE	61	LINN CO. SCHOOL DIST. 95C - SCIO SD
26	TILLAMOOK BAY COMMUNITY COLLEGE	62	LOST RIVER JR/SR HIGH SCHOOL
27	UMPQUA COMMUNITY COLLEGE	63	LOWELL SCHOOL DISTRICT NO.71
28	WESTERN STATES CHIROPRACTIC COLLEGE	64	MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
29	WILLAMETTE UNIVERSITY	65	MCMINNVILLE SCHOOL DISTRICT NO.40
1	ARGOSY UNIVERSITY	66	MEDFORD SCHOOL DISTRICT 549C
2	BRIGHAM YOUNG UNIVERSITY - HAWAII	67	MITCH CHARTER SCHOOL
3	COLLEGE OF THE MARSHALL ISLANDS	68	MOLALLA RIVER ACADEMY
4	RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	69	MOLALLA RIVER SCHOOL DISTRICT NO.35
5	UNIVERSITY OF HAWAII AT MANOA	70	MONROE SCHOOL DISTRICT NO.1J
<b>No.</b>	<b>K - 12</b>	71	MORROW COUNTY SCHOOL DISTRICT
1	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL	72	MT. ANGEL SCHOOL DISTRICT NO.91
2	BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD	73	MT.SCOTT LEARNING CENTERS
		74	MULTISENSORY LEARNING ACADEMY

75	MULTNOMAH EDUCATION SERVICE DISTRICT	16	BONNEVILLE ENVIRONMENTAL FOUNDATION
76	MYRTLE POINT SCHOOL DISTRICT NO.41	17	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
77	NEAH-KAH-NIE DISTRICT NO.56	18	BROAD BASE PROGRAMS INC.
78	NESTUCCA VALLEY SCHOOL DISTRICT NO.101	19	CANBY FOURSQUARE CHURCH
79	NOBEL LEARNING COMMUNITIES	20	CANCER CARE RESOURCES
80	NORTH BEND SCHOOL DISTRICT 13	21	CASCADIA BEHAVIORAL HEALTHCARE
81	NORTH CLACKAMAS SCHOOL DISTRICT	22	CASCADIA REGION GREEN BUILDING COUNCIL
82	NORTH SANTIAM SCHOOL DISTRICT 29J	23	CATHOLIC CHARITIES
83	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	24	CATHOLIC COMMUNITY SERVICES
84	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	25	CENTER FOR RESEARCH TO PRACTICE
85	NYSSA SCHOOL DISTRICT NO. 26	26	CENTRAL BIBLE CHURCH
86	ONTARIO MIDDLE SCHOOL	27	CENTRAL CITY CONCERN
87	OREGON TRAIL SCHOOL DISTRICT NO.46	28	CENTRAL DOUGLAS COUNTY FAMILY YMCA
88	OUR LADY OF THE LAKE SCHOOL	29	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
89	PHILOMATH SCHOOL DISTRICT	30	CHILDPACE MONTESSORI
90	PHOENIX-TALENT SCHOOL DISTRICT NO.4	31	CITY BIBLE CHURCH
91	PORTLAND ADVENTIST ACADEMY	32	CLACKAMAS RIVER WATER
92	PORTLAND JEWISH ACADEMY	33	CLASSROOM LAW PROJECT
93	PORTLAND PUBLIC SCHOOLS	34	COAST REHABILITATION SERVICES
94	RAINIER SCHOOL DISTRICT	35	COLLEGE HOUSING NORTHWEST
95	REDMOND SCHOOL DISTRICT	36	COLUMBIA COMMUNITY MENTAL HEALTH
96	REEDSPORT SCHOOL DISTRICT	37	COMMUNITY ACTION ORGANIZATION
97	REYNOLDS SCHOOL DISTRICT	38	COMMUNITY ACTION TEAM, INC.
98	ROGUE RIVER SCHOOL DISTRICT NO.35	39	COMMUNITY CANCER CENTER
99	ROSEBURG PUBLIC SCHOOLS	40	COMMUNITY HEALTH CENTER, INC
100	SALEM-KEIZER PUBLIC SCHOOLS	41	COMMUNITY VETERINARY CENTER
101	SCAPPOOSE SCHOOL DISTRICT 1J	42	CONFEDERATED TRIBES OF GRAND RONDE
102	SEASIDE SCHOOL DISTRICT 10	43	CONSERVATION BIOLOGY INSTITUTE
103	SEVEN PEAKS SCHOOL	44	CONTEMPORARY CRAFTS MUSEUM AND GALLERY
104	SHERWOOD SCHOOL DISTRICT 88J	45	CORVALLIS MOUNTAIN RESCUE UNIT
105	SILVER FALLS SCHOOL DISTRICT	46	COVENANT CHRISTIAN HOOD RIVER
106	SIUSLAW SCHOOL DISTRICT	47	COVENANT RETIREMENT COMMUNITIES
107	SOUTH COAST EDUCATION SERVICE DISTRICT	48	DECISION SCIENCE RESEARCH INSTITUTE, INC.
108	SOUTH LANE SCHOOL DISTRICT 45J3	49	DELIGHT VALLEY CHURCH OF CHRIST
109	SOUTHERN OREGON EDUCATION SERVICE DISTRICT	50	DOGS FOR THE DEAF, INC.
110	SOUTHWEST CHARTER SCHOOL	51	DOUGLAS ELECTRIC COOPERATIVE, INC.
111	SPRINGFIELD SCHOOL DISTRICT NO.19	52	EAST HILL CHURCH
112	STANFIELD SCHOOL DISTRICT	53	EAST SIDE FOURSQUARE CHURCH
113	SWEET HOME SCHOOL DISTRICT NO.55	54	EAST WEST MINISTRIES INTERNATIONAL
114	THE CATLIN GABEL SCHOOL	55	EDUCATIONAL POLICY IMPROVEMENT CENTER
115	TIGARD-TUALATIN SCHOOL DISTRICT	56	ELMIRA CHURCH OF CHRIST
116	UMATILLA-MORROWESD	57	EMERALD PUD
117	VERNONIA SCHOOL DISTRICT 47J	58	EMMAUS CHRISTIAN SCHOOL
118	WEST HILLS COMMUNITY CHURCH	59	EN AVANT, INC.
119	WEST LINN WILSONVILLE SCHOOL DISTRICT	60	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
120	WHITEAKER MONTESSORI SCHOOL	61	EUGENE BALLET COMPANY
121	YONCALLA SCHOOL DISTRICT NO.32	62	EUGENE SYMPHONY ASSOCIATION, INC.
1	CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	63	EUGENE WATER & ELECTRIC BOARD
2	EMMANUAL LUTHERAN SCHOOL	64	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
3	HANAHAU'OLI SCHOOL	65	FAIR SHARE RESEARCH AND EDUCATION FUND
4	HAWAII TECHNOLOGY ACADEMY	66	FAITH CENTER
5	ISLAND SCHOOL	67	FAITHFUL SAVIOR MINISTRIES
6	KAMEHAMEHA SCHOOLS	68	FAMILIES FIRST OF GRANT COUNTY, INC.
7	KE KULA O S. M. KAMAKAU	69	FANCONI ANEMIA RESEARCH FUND INC.
8	MARYKNOLLS SCHOOL	70	FARMWORKER HOUSING DEV CORP
9	PACIFIC BUDDHIST ACADEMY	71	FIRST CHURCH OF THE NAZARENE
<b>No.</b>	<b>Nonprofit &amp; Other</b>	72	FIRST UNITARIAN CHURCH
1	211INFO	73	FORD FAMILY FOUNDATION
2	ACUMENTRA HEALTH	74	FOUNDATIONS FOR A BETTER OREGON
3	ADDICTIONS RECOVERY CENTER, INC	75	FRIENDS OF THE CHILDREN
4	ALLFOURONE/CRESTVIEW CONFERENCE CTR.	76	GATEWAY TO COLLEGE NATIONAL NETWORK
5	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	77	GOAL ONE COALITION
6	ALZHEIMERS NETWORK OF OREGON	78	GOLD BEACH POLICE DEPARTMENT
7	ASHLAND COMMUNITY HOSPITAL	79	GOOD SHEPHERD COMMUNITIES
8	ATHENA LIBRARY FRIENDS ASSOCIATION	80	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
9	BARLOW YOUTH FOOTBALL	81	GRANT PARK CHURCH
10	BAY AREA FIRST STEP, INC.	82	GRANTS PASS MANAGEMENT SERVICES, DBA
11	BENTON HOSPICE SERVICE	83	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
12	BETHEL CHURCH OF GOD	84	HALFWAY HOUSE SERVICES, INC.
13	BIRCH COMMUNITY SERVICES, INC.	85	HEARING AND SPEECH INSTITUTE INC
14	BLACHLY LANE ELECTRIC COOPERATIVE	86	HELP NOW! ADVOCACY CENTER
15	BLIND ENTERPRISES OF OREGON	87	HIGHLAND HAVEN

88	HIGHLAND UNITED CHURCH OF CHRIST	160	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
89	HIV ALLIANCE, INC	161	PORT CITY DEVELOPMENT CENTER
90	HOUSING AUTHORITY OF LINCOLN COUNTY	162	PORTLAND ART MUSEUM
91	HOUSING AUTHORITY OF PORTLAND	163	PORTLAND BUSINESS ALLIANCE
92	HOUSING NORTHWEST	164	PORTLAND HABILITATION CENTER, INC.
93	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	165	PORTLAND SCHOOLS FOUNDATION
94	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	166	PORTLAND WOMENS CRISIS LINE
95	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	167	PREGNANCY RESOURCE CENTERS OF GREATER PORTLAND
96	IRCO	168	PRINGLE CREEK SUSTAINABLE LIVING CENTER
97	JASPER MOUNTAIN	169	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
98	JUNIOR ACHIEVEMENT	170	QUADRIPLIGICS UNITED AGAINST DEPENDENCY, INC.
99	KLAMATH HOUSING AUTHORITY	171	REBUILDING TOGETHER - PORTLAND INC.
100	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	172	REGIONAL ARTS AND CULTURE COUNCIL
101	LA GRANDE UNITED METHODIST CHURCH	173	RELEVANT LIFE CHURCH
102	LANE ELECTRIC COOPERATIVE	174	RENEWABLE NORTHWEST PROJECT
103	LANE MEMORIAL BLOOD BANK	175	ROGUE FEDERAL CREDIT UNION
104	LANECO FEDERAL CREDIT UNION	176	ROSE VILLA, INC.
105	LAUREL HILL CENTER	177	SACRED HEART CATHOLIC DAUGHTERS
106	LIFEWORKS NW	178	SAIF CORPORATION
107	LIVING WAY FELLOWSHIP	179	SAINT ANDREW NATIVITY SCHOOL
108	LOAVES & FISHES CENTERS, INC.	180	SAINT CATHERINE OF SIENA CHURCH
109	LOCAL GOVERNMENT PERSONNEL INSTITUTE	181	SAINT JAMES CATHOLIC CHURCH
110	LOOKING GLASS YOUTH AND FAMILY SERVICES	182	SALEM ALLIANCE CHURCH
111	MACDONALD CENTER	183	SALEM ELECTRIC
112	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	184	SALMON-SAFE INC.
113	METRO HOME SAFETY REPAIR PROGRAM	185	SCIENCEWORKS
114	METROPOLITAN FAMILY SERVICE	186	SE WORKS
115	MID COLUMBIA COUNCIL OF GOVERNMENTS	187	SECURITY FIRST CHILD DEVELOPMENT CENTER
116	MID-COLUMBIA CENTER FOR LIVING	188	SELF ENHANCEMENT INC.
117	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	189	SERENITY LANE
118	MORNING STAR MISSIONARY BAPTIST CHURCH	190	SEXUAL ASSAULT RESOURCE CENTER
119	MORRISON CHILD AND FAMILY SERVICES	191	SEXUAL ASSAULT RESOURCE CENTER
120	MOSAIC CHURCH	192	SHELTERCARE
121	NATIONAL PSORIASIS FOUNDATION	193	SHERIDAN JAPANESE SCHOOL FOUNDATION
122	NATIONAL WILD TURKEY FEDERATION	194	SHERMAN DEVELOPMENT LEAGUE, INC.
123	NEW AVENUES FOR YOUTH INC	195	SILVERTON AREA COMMUNITY AID
124	NEW BEGINNINGS CHRISTIAN CENTER	196	SISKIYOU INITIATIVE
125	NEW HOPE COMMUNITY CHURCH	197	SMART
126	NEWBERG FRIENDS CHURCH	198	SOCIAL VENTURE PARTNERS PORTLAND
127	NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	199	SOUTH COAST HOSPICE, INC.
128	NORTHWEST FOOD PROCESSORS ASSOCIATION	200	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
129	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	201	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
130	NORTHWEST REGIONAL EDUCATIONAL LABORATORY	202	SOUTHERN OREGON HUMANE SOCIETY
131	NORTHWEST YOUTH CORPS	203	SPARCENTERPRISES
132	OCHIN	204	SPIRIT WIRELESS
133	OHSU FOUNDATION	205	SPONSORS, INC.
134	OLIVET BAPTIST CHURCH	206	SPOTLIGHT THEATRE OF PLEASANT HILL
135	OMNIMEDIX INSTITUTE	207	SPRINGFIELD UTILITY BOARD
136	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	208	ST VINCENT DE PAUL
137	OREGON BALLET THEATRE	209	ST. ANTHONY CHURCH
138	OREGON CITY CHURCH OF THE NAZARENE	210	ST. ANTHONY SCHOOL
139	OREGON COAST COMMUNITY ACTION	211	ST. MARYS OF MEDFORD, INC.
140	OREGON DEATH WITH DIGNITY	212	ST. VINCENT DEPAUL OF LANE COUNTY
141	OREGON DONOR PROGRAM	213	STAND FOR CHILDREN
142	OREGON EDUCATION ASSOCIATION	214	STAR OF HOPE ACTIVITY CENTER INC.
143	OREGON ENVIRONMENTAL COUNCIL	215	SUMMIT VIEW COVENANT CHURCH
144	OREGON MUSEUM OF SCIENCE AND INDUSTRY	216	SUNNYSIDE FOURSQUARE CHURCH
145	OREGON PROGRESS FORUM	217	SUNRISE ENTERPRISES
146	OREGON REPERTORY SINGERS	218	SUSTAINABLE NORTHWEST
147	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	219	TENASILLAHEE CHILDCARE CENTER
148	OREGON SUPPORTED LIVING PROGRAM	220	THE EARLY EDUCATION PROGRAM, INC.
149	OSLC COMMUNITY PROGRAMS	221	THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
150	OUTSIDE IN		
151	OUTSIDE IN	222	THE NEXT DOOR
152	PACIFIC CASCADE FEDERAL CREDIT UNION	223	THE OREGON COMMUNITY FOUNDATION
153	PACIFIC FISHERY MANAGEMENT COUNCIL	224	THE SALVATION ARMY - CASCADE DIVISION
154	PACIFIC INSTITUTES FOR RESEARCH	225	TILLAMOOK CNTY WOMENS CRISIS CENTER
155	PACIFIC STATES MARINE FISHERIES COMMISSION	226	TILLAMOOK ESTUARIES PARTNERSHIP
156	PARALYZED VETERANS OF AMERICA	227	TOUCHSTONE PARENT ORGANIZATION
157	PARTNERSHIPS IN COMMUNITY LIVING, INC.	228	TRAILS CLUB
158	PENDLETON ACADEMIES	229	TRAINING EMPLOYMENT CONSORTIUM
159	PENTAGON FEDERAL CREDIT UNION	230	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE

231	TRILLIUM FAMILY SERVICES, INC.	9	DESCHUTES COUNTY RFPD NO.2
232	UMPQUA COMMUNITY DEVELOPMENT CORPORATION	10	DESCHUTES PUBLIC LIBRARY SYSTEM
233	UNION GOSPEL MISSION	11	EAST MULTNOMAH SOIL AND WATER CONSERVANCY
234	UNITED CEREBRAL PALSY OF OR AND SW WA	12	GASTON RURAL FIRE DEPARTMENT
235	UNITED WAY OF THE COLUMBIA WILLAMETTE	13	GLADSTONE POLICE DEPARTMENT
236	US CONFERENCE OF MENONNITE BRETHREN CHURCHES	14	GLENDALE RURAL FIRE DISTRICT
237	US FISH AND WILDLIFE SERVICE	15	HOODLAND FIRE DISTRICT NO.74
238	USAGENCIES CREDIT UNION	16	HOODLAND FIRE DISTRICT #74
239	VERMONT HILLS FAMILY LIFE CENTER	17	HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
240	VIRGINIA GARCIA MEMORIAL HEALTH CENTER	18	KLAMATH COUNTY 9-1-1
241	VOLUNTEERS OF AMERICA OREGON	19	LANE EDUCATION SERVICE DISTRICT
242	WE CARE OREGON	20	LANE TRANSIT DISTRICT
243	WESTERN RIVERS CONSERVANCY	21	MALIN COMMUNITY PARK AND RECREATION DISTRICT
244	WESTERN STATES CENTER	22	MARION COUNTY FIRE DISTRICT #1
245	WESTSIDE BAPTIST CHURCH	23	METRO
246	WILD SALMON CENTER	24	METROPOLITAN EXPOSITION-RECREATION COMMISSION
247	WILLAMETTE FAMILY	25	MONMOUTH - INDEPENDENCE NETWORK
248	WILLAMETTE VIEW INC.	26	MULTONAH COUNTY DRAINAGE DISTRICT #1
249	WOODBURN AREA CHAMBER OF COMMERCE	27	NEAH KAH NIE WATER DISTRICT
250	WORD OF LIFE COMMUNITY CHURCH	28	NW POWER POOL
251	WORKSYSTEMS INC	29	OAK LODGE WATER DISTRICT
252	YOUTH GUIDANCE ASSOC.	30	OR INT'L PORT OF COOS BAY
253	YWCA SALEM	31	PORT OF ST HELENS
1	ALCOHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA	32	PORT OF UMPQUA
2	ALOHACARE	33	REGIONAL AUTOMATED INFORMATION NETWORK
3	AMERICAN LUNG ASSOCIATION	34	RIVERGROVE WATER DISTRICT
4	BISHOP MUSEUM	35	SALEM AREA MASS TRANSIT DISTRICT
5	BUILDING INDUSTRY ASSOCIATION OF HAWAII	36	SANDY FIRE DISTRICT NO. 72
6	CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST	37	SUNSET EMPIRE PARK AND RECREATION
7	EAH, INC.	38	THE NEWPORT PARK AND RECREATION CENTER
8	EASTER SEALS HAWAII	39	THE PORT OF PORTLAND
9	GOODWILL INDUSTRIES OF HAWAII, INC.	40	TILLAMOOK PEOPLES UTILITY DISTRICT
10	HABITAT FOR HUMANITY MAUI	41	TUALATIN HILLS PARK AND RECREATION DISTRICT
11	HALE MAHAOLU	42	TUALATIN VALLEY FIRE & RESCUE
12	HAROLD K.L. CASTLE FOUNDATION	43	TUALATIN VALLEY WATER DISTRICT
13	HAWAII AGRICULTURE RESEARCH CENTER	44	UNION SOIL & WATER CONSERVATION DISTRICT
14	HAWAII EMPLOYERS COUNCIL	45	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
15	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA	46	WEST VALLEY HOUSING AUTHORITY
16	HONOLULU HABITAT FOR HUMANITY	47	WILLAMALANE PARK AND RECREATION DISTRICT
17	IUPAT, DISTRICT COUNCIL 50	48	YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT
18	LANAKILA REHABILITATION CENTER INC.	<b>No.</b>	<b>State Agencies</b>
19	LEEWARD HABITAT FOR HUMANITY	1	BOARD OF MEDICAL EXAMINERS
20	MAUI COUNTY FCU	2	OFFICE OF MEDICAL ASSISTANCE PROGRAMS
21	MAUI ECONOMIC DEVELOPMENT BOARD	3	OFFICE OF THE STATE TREASURER
22	MAUI ECONOMIC OPPORTUNITY, INC.	4	OREGON BOARD OF ARCHITECTS
23	MAUI FAMILY YMCA	5	OREGON CHILD DEVELOPMENT COALITION
24	NA HALE O MAUI	6	OREGON DEPARTMENT OF EDUCATION
25	NA LEI ALOHA FOUNDATION	7	OREGON DEPARTMENT OF FORESTRY
26	NETWORK ENTERPRISES, INC.	8	OREGON DEPT OF TRANSPORTATION
27	ORI ANUENUE HALE, INC.	9	OREGON DEPT. OF EDUCATION
28	PARTNERS IN DEVELOPMENT FOUNDATION	10	OREGON LOTTERY
29	POLYNESIAN CULTURAL CENTER	11	OREGON OFFICE OF ENERGY
30	PUNAHOU SCHOOL	12	OREGON STATE BOARD OF NURSING
31	ST. THERESA CHURCH	13	OREGON STATE POLICE
32	WAIANA E COMMUNITY OUTREACH	14	OREGON TOURISM COMMISSION
33	WAILUKU FEDERAL CREDIT UNION	15	OREGON TRAVEL INFORMATION COUNCIL
34	YMCA OF HONOLULU	16	SANTIAM CANYON COMMUNICATION CENTER
<b>No.</b>	<b>Special/Independent Districts</b>	17	SEIU LOCAL 503, OPEU
1	BAY AREA HOSPITAL DISTRICT	1	ADMIN. SERVICES OFFICE
2	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	2	HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
3	CENTRAL OREGON IRRIGATION DISTRICT	3	HAWAII HEALTH SYSTEMS CORPORATION
4	CHEHALEM PARK AND RECREATION DISTRICT	4	SOH- JUDICIARY CONTRACTS AND PURCH
5	CITY COUNTY INSURANCE SERVICES	5	STATE DEPARTMENT OF DEFENSE
6	CLEAN WATER SERVICES	6	STATE OF HAWAII
7	COLUMBIA 911 COMMUNICATIONS DISTRICT	7	STATE OF HAWAII
8	COLUMBIA RIVER PUD	8	STATE OF HAWAII, DEPT. OF EDUCATION



## Region XIV Education Service Center

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1850 Highway 351  
Abilene, TX 79601-4750  
325-675-8600  
FAX 325-675-8659

Monday, April 11<sup>th</sup>, 2016

Waxie's Enterprises, Inc. dba Waxie Sanitary Supply  
ATTN: Mike Muscara  
9353 Waxie Way  
San Diego, CA 92123

Dear Mike:

Region XIV Education Service Center is happy to announce that Waxie's Enterprises, Inc. dba Waxie Sanitary Supply has been awarded an annual contract for Comprehensive Operational and Janitorial Supplies Solutions based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on April 30<sup>th</sup>, 2019. The contract can be renewed annually for an additional five years, if mutually agreed on by Region XIV ESC and Waxie's Enterprises, Inc. dba Waxie Sanitary Supply

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in blue ink that reads "Ronnie Kincaid".

Ronnie Kincaid  
Region XIV, Executive Director



## Region XIV Education Service Center

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1850 Highway 351  
Abilene, TX 79601-4750  
325-675-8600  
FAX 325-675-8659

Friday, October 12<sup>th</sup>, 2018

Waxie's Enterprises, Inc. dba Waxie Sanitary Supply  
ATTN: Mike Muscara  
9353 Waxie Way  
San Diego, CA. 92123

Re: Annual Renewal of NCPA contract #02-27

Dear Mike:

Region XIV Education Service Center is happy to announce that Waxie's Enterprises, Inc. dba Waxie Sanitary Supply has been awarded a three-year term contract renewal for Comprehensive Operational and Janitorial Supplies Solutions based on the proposal submitted to Region XIV ESC.

The contract will expire on April 30<sup>th</sup>, 2022, completing the sixth year of a possible eight year term. If your company is not in agreement, please contact me immediately.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in black ink, appearing to read "Shane", written in a cursive style.

Shane Fields  
Region XIV, Executive Director

**EXHIBIT "B"**  
**WAXIE DOCUMENTS**



*Exclusively for*

**City of El Monte Public Works Department**

**Account #: 113784**

**Attn: Richard Montanez**

**7/28/20**

ITEM #	DESCRIPTION	U/M	PRICE	STOCK STATUS
850045	2010 KleenLine Multifold Towels, 9.25"x9.25", 16/250/cs	CS	\$19.83	1282 cases
790381	8642 Nitrile Disposable Powder Free General Purpose Gloves, Black, Medium. 100/bx, 10 bx/cs	CS	\$90.24	186 cases
650133	Waxie Ultra Sorb Cut End Mop Head Blue Headband 12/Cs	CS	\$60.80	12 cases
850572	3600 Clean & Soft White Universal Roll Towels, 12/600/cs	CS	\$56.00	426 cases
851306	1996 KleenLine White 2-Ply Bath Tissue, 4.2" x 3.54", 96/500/cs	CS	\$40.99	1581 cases
851106	1945 Clean and Soft Bath Tissue 2-ply, 80 rls/500 shts/case	CS	\$33.97	372 cases
703084	40 x 46 Black Max Liners, 1.5 mil, 100/cs	CS	\$34.00	327 cases
1030111	WAXIE Traffic Signal Disinfectant Bowl Cleaner, 12/qt/cs	CS	\$39.66	39 cases
1031990	WAXIE-Green Bowl Cleaner Premeasured Packets. Professional strength, nonacid daily cleaner with a pleasant fragrance. Breaks down lime scale and urinary salts with high-foaming action. Use one .5-oz. packet per bowl. 2-90/.5 oz/cs	CS	\$35.05	34 cases
170394	WAXIE Lemon Quat Disinfectant Cleaner. Phosphate-free, pH neutral formulation designed to provide effective cleaning, deodorizing, and disinfectant for all hard, nonporous surfaces. Will not dull or blush finished floors. Effective against a broad spectrum of bacteria, is virucidal (including HIV-1 and HBV), fungicidal, and inhibits the growth of mold and mildew. Lemon fragrance. EPA registration #1839-169-14994. Dilution: Disinfecting and deodorizing 64:1 or 2 ounces to one gallon. 4/gl/cs	CS	\$52.44	267 cases
750310	WAXIE Metal Sheen Stainless Steel Cleaner & Polish, 12/15 oz/cs	CS	\$56.10	95 cases

950152	WAXIE-Green Sparkle Glass Cleaner. 12/16oz/cs	CS	\$36.00	44 cases
870011	WAXIE Friendly Professional Foam Cleaner and Protector. 12/15 oz/cs	CS	\$40.65	15 cases

***Prices are good until further notice. Subject to manufacturer/supplier increase.***

**Jeff Kothe**  
Sanitary Maintenance Consultant  
(562) 400-0344  
[jkothe@waxie.com](mailto:jkothe@waxie.com)



# CITY OF EL MONTE

## PUBLIC WORKS DEPARTMENT CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF SEPTEMBER 1, 2020

August 17, 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 NOBEL SYSTEMS, INC. FOR GIS SUPPORT SERVICES, WATER LOSS TRACKING, IOT, AND AI INTEGRATION FOR A NOT-TO-EXCEED AMOUNT OF \$191,600**

#### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Consider and approve a Professional Services Agreement with Nobel Systems, Inc. for GIS Support Services, Water Loss Tracking, IOT (Internet of Things), and AI (Artificial Intelligence) integration in the amount of \$107,200 for year 1 and \$84,400 for year 2 for a not-to-exceed amount of \$191,600; and
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 the water system and provides drinking water to a portion of customers in the City. The City's mission is to continue providing reliable, safe drinking water for the 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, and 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 recently invested in the development of 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-builts into GIS and to deploy an online viewer. The second phase of the GIS integration was to deploy a Computerized Maintenance Management System (CMMS) to manage all of the assets within the GIS system through a proprietary software called Nobel. On March 17, 2020, City Council awarded a Professional Service Agreement to Nobel Systems Inc. (Nobel) to integrate CMMS software.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The goal of the CMMS integration for the City is to add as many layers (water, sewer, storm, street sweeping, trash routes, etc.) as possible to efficiently manage and maintain all of the City's assets. Originally, programming all of these assets into the new GIS/CMMS database was going to be performed by a full-time GIS staff under the Utility Division. The Utility Division was unable to find a qualified applicant after interviewing multiple candidates, so staff reached out to Nobel for professional services that included proprietary software services.

Pursuant to Section 3.24.060 of the El Monte Municipal Code, the professional services provided by Nobel is under the sole source exemption to the City of El Monte's public bidding requirements to allow the City to utilize Nobel's unique programming services to incorporate assets into the already existing Nobel GIS/CMMS database. The CMMS software used by the City must be purchased directly from Nobel. No division of Nobel, nor any other company, makes a similar or competing product. There are no agents or dealers authorized to represent this product. Only Nobel has the exclusive right to market, implement, and support this product. Staff is currently unaware of a comparable product that would provide the City with all of the same functionalities, tools, and resources within one software platform. Allowing Nobel to provide services for this CMMS software will insure the integration of multiple layers and assets into the CMMS software, as well as implement the following proprietary functions of their system:

**Public Viewer:** Intuitive interface to GIS that allows the casual viewer (residents) the ability to access the information from the CMMS and to instantly report issues related to any of the city's assets.

**Pressure Monitoring Devices:** Nobel Systems has developed an Internet of Things (IOT) that is a real time pressure monitoring system that can be used across a water utility's distribution or transmission network. The purpose of this system is to continuously monitor pressure throughout strategic points on the distribution network, especially in areas where electric power is not available. If a water leak occurs, the pressure drops and alerts the system operator through a push notification. This solution will lead to fixing leaks faster and reduction of water loss.

**AI (Artificial Intelligence) Leak Predictive Analysis:** This analysis utilizes below listed variables to determine areas to watch, based on AI & Advanced Machine Learning.

- Pipe Size
- Pipe Material
- Pipe Age
- Pipe Length
- Elevation
- Soil Type/Information
- Slope
- Road Ratings
- Previous Leak History of a Pipe
- Pressure from IOT devices

Accuracy of 92% is achievable by calculating the Probability of Failure (POF) + Consequences of Failure (COF). POF is based on machine learning numbers whereas COF is obtained by conducting interviews with field operations staff. This will help prioritize aging infrastructure replacement for the Utility Division.

These services were presented and approved by the Enterprise Committee in a meeting held on August 12, 2020. Staff recommends awarding the Professional Services Agreement to Nobel Systems Inc. based on the proprietary services they are able to offer in reference to the current software used for GIS. Finally, Nobel is also recommended due to lower annual costs compared to a fully burdened GIS position:

Annual Cost of Nobel Services: \$95,800/Year  
Annual Cost of Fully Burdened GIS Position: \$105,732/Year

### **FISCAL IMPACT/FINANCING**

The Professional Service Agreement with Nobel Systems, Inc. includes GIS Support Services, Water Loss Tracking, IOT (Internet of Things), and AI (Artificial Intelligence) integration in the amount of \$107,200 for Year 1 and \$84,400 for Year 2 for a total not-to-exceed amount of \$191,600.

The Asset Management/GIS Services has been budgeted for the Fiscal Year 2020-2021 in the Water Fund and the Sewer Fund. Staff requests an appropriation for a not-to-exceed amount of \$53,600 from the Water Fund account number 600-67-695-6111 and the amount of \$53,600 and from the Sewer Fund account number 650-67-695-6111. Appropriation for the Fiscal Year 2021-2022 will be set for a not-to-exceed amount of \$42,200 from the Water Fund account number 600-67-695-6111 and the amount of \$42,200 and from the Sewer Fund account number 650-67-695-6111.

### **CONCLUSION**

It is recommended that the City Council consider and approve a Professional Services Agreement with Nobel Systems, Inc. for a not-to-exceed amount of \$191,600 to provide

HONORABLE MAYOR AND CITY COUNCIL  
AUGUST 17, 2020  
PAGE 4

unlimited GIS Support Services for Multi-Department Integration that includes data updates, map creations, layer creations, unlimited field forms development, technical support, multi-department training, and additional utility monitoring services for Fiscal Year 2020-2021 and 2021-2022, and authorize the City Manager, or her designee, to execute the agreement.

Respectfully submitted,



ALMA K. MARTINEZ  
City Manager



SALVADOR MENDEZ  
Public Works and Utilities Director

Attachment:

1. Nobel Sole Source Letter
2. Nobel Systems, Inc. Agreement

DATE: SEPTEMBER 1, 2020
PRESENTED TO EL MONTE CITY COUNCIL
<input type="checkbox"/> APPROVED
<input type="checkbox"/> DENIED
<input type="checkbox"/> PULLED
<input type="checkbox"/> RECEIVE AND FILE
<input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
CHIEF DEPUTY CITY CLERK



436 E Vanderbilt Way  
San Bernardino, CA 92408  
Phone (909) 890-5611  
Fax (909) 890-5612

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August 19, 2020

### **To Whom It May Concern**

The City of El Monte (the City) is dedicated to improved operational efficiency, cost savings, transparency across the City's Departments and groups, and reduced burden on City staff and contractors. To support the City, over the past 10+ years, Nobel Systems Inc. (Nobel) has built a GIS database specifically for the City's current GeoViewer Implementation. Our efforts and technology have helped the City meet their goals by driving efficiency, transparency, innovation, and cost savings. Through our collaboration with the City, we implemented and expanded our initial offering with incremental improvements and additional services to enhance the City's capabilities and mission.

Please note that our GeoViewer software is a unique product that integrates these many different capabilities. As the sole owner and producer of the GeoViewer software, Nobel is the most qualified organization to continue to support the multiple programs and developments to the City's GIS database, GeoViewer Platform, GIS software integration, Internet of Things (IoT) Monitoring devices, and Leak Predictive Analysis using Artificial Intelligence (AI) that will be provided as part of this project. The GeoViewer Platform is essential for receiving these additional cost saving and groundbreaking functionalities. Our GeoViewer software has been trademarked by the United States Patent and Trademark Office Serial number 78606542.

In addition to the products listed above, Nobel will also provide GIS Support Services to the City which includes all of the GIS Data Updates to Water, Sewer and Storm facilities, Creation of Maps, Creation of layers, and any other GIS related requests. As the manufacturer and sole distributor of the GeoViewer Platform, we understand the specific data requirements necessary for integrating the City's GIS database with your current GeoViewer implementation. Our GIS Support Services will ensure the City's GIS database is seamlessly integrated with the above services and previously implemented workflows and tools the City uses daily.

The City's specialized GIS database was developed, maintained, and integrated with our GeoViewer software. All of the City's Water and Sewer pipelines, GIS layers, and GIS tools as well as all of the tools and additional functionalities developed for other City Departments are based on our software. It would require extensive time and costs to the City to purchase other software products.

This product must be purchased directly by institutions from Nobel at the address listed above. No division of Nobel, nor any other company, makes a similar or competing product. There are no agents or dealers authorized to represent this product. Only Nobel has the exclusive right to market, implement, and support this product. We are currently unaware of a comparable product that would provide the City with all of the same functionalities, tools, and resources within one software platform.

If you desire additional information, do not hesitate to contact me at 909-891-0896

Sincerely,

A handwritten signature in black ink, appearing to read "Balaji Kadaba".

Balaji Kadaba  
Vice President, Operations  
Nobel Systems, Inc.



2020

PROFESSIONAL SERVICES AGREEMENT

(Engagement: GIS Support Services, Water Loss Tracking, IOT and AI Integration)  
(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 consulting services for GIS Support, water loss tracking, IOT, and AI Integration; and

WHEREAS, CITY and CONSULTANT are separately engaged in an agreement for asset management services under Contract No. 20PW02020; and

WHEREAS, CITY wishes to enter into this Agreement that is separate and distinct for GIS support services, water loss tracking, IOT and AI integration for the already existing Asset Management services provided by CONSULTANT; and

WHEREAS, pursuant to Section 3.24.060 of the El Monte Municipal Code, this Agreement is being issued under the sole source exemption to CITY's public bidding requirements to allow CITY to utilize CONSULTANT'S unique programming services to incorporate CITY's assets into the already existing Nobel GIS/CMMS database; 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 September 30, 2022 (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:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain proposal of CONSULTANT entitled "Proposal for Services: GIS Support Services, Water Loss Tracking, IOT and AI Integration" dated July 23, 2020 (hereinafter, the "Scope of Services") which is attached and incorporated hereto as **Exhibit "A"**. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.3 PROSECUTION OF WORK:

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

1. A detailed description of the specific services or tasks requested;
2. The location of where the particular services or tasks are to be performed, if applicable;
3. A not-to-exceed budget for performing the services or tasks;
4. A timeline for completing the requested services or tasks;
5. Any other information CITY deems necessary and relevant to the requested services or tasks; and
6. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.

B. CONSULTANT shall perform no Work under this Agreement without a written request from the City Representative, containing the information set forth in Section 1.3(A) above.

- C. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- D. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- E. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- F. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.4 COMPENSATION:

- A. CONSULTANT shall perform a one-time initial Project Setup for Public Viewer, one-time initial Installation of Pressure Monitoring Devices (10 No's); and one-time initial Leak Predictive Analysis/Artificial Intelligence (AI) Project Setup for a One-Time fee of **TWENTY-TWO THOUSAND EIGHT HUNDRED DOLLARS (\$22,800)**;
- 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 **EIGHTY-FOUR THOUSAND FOUR HUNDRED DOLLARS (\$84,400)** (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 Services, CONSULTANT will deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the services, 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 Sal Mendez, Director of Public Works and Utilities, (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, Vice President 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.
- 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 claim.

- 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 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.8 SPECIAL RISKS OR CIRCUMSTANCES. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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 or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) 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, 2<sup>nd</sup> Floor  
11333 Valley Boulevard  
El Monte, CA 91731  
Phone: 626-580-2058  
Attn: Sal Mendez, Director of Public  
Works and Utilities

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:**

**NOBEL SYSTEMS, INC.**

By: \_\_\_\_\_  
Alma K. Martinez, City Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

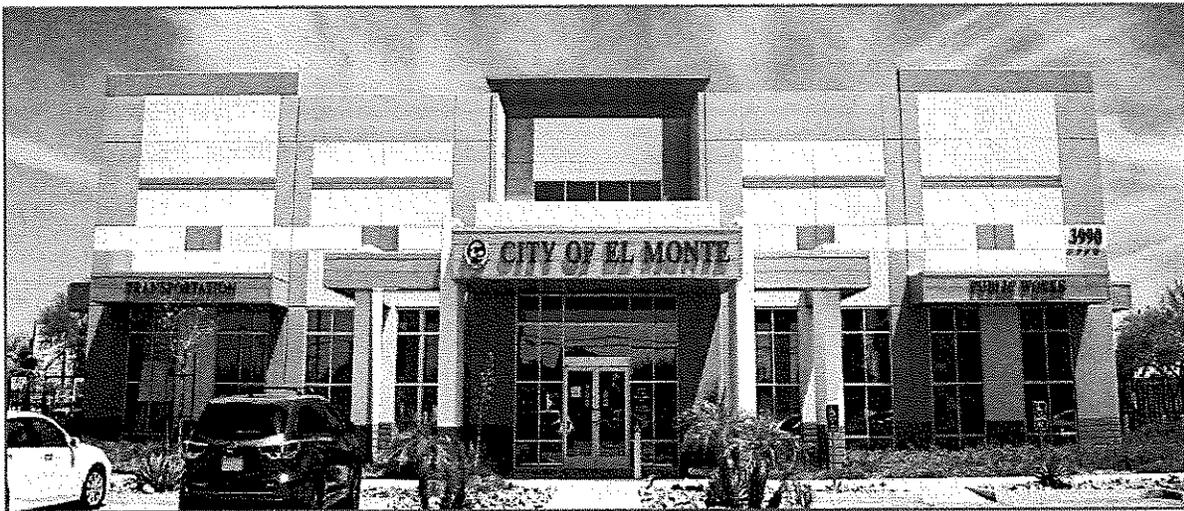
By: \_\_\_\_\_  
Richard Padilla, Assistant City Attorney

Date: \_\_\_\_\_

**EXHIBIT "A"**  
**SCOPE OF SERVICES**



**PROPOSAL FOR SERVICES:**  
*GIS SUPPORT SERVICES, WATER LOSS  
TRACKING, IOT, AND AI INTEGRAION*



Prepared by: Nobel Systems Inc.  
436 East Vanderbilt Way  
San Bernardino, CA 92408

Date: July 27, 2020

Bret Kadel  
Utilities Manager  
City of El Monte  
11333 Valley Boulevard  
El Monte, CA 91731

**Re: PROPOSAL FOR GIS SUPPORT SERVICES, WATER LOSS TRACKING, IOT AND AI INTEGRATION**

Dear Mr. Kadel,

Nobel Systems is pleased to submit our proposal for the above referenced project to City of El Monte ("City"). As demonstrated throughout the proposal, we offer an outstanding combination of Mapping, Information Technology and most importantly an in-depth understanding of Water, Sewer and Storm data conversion.

With over 20 years of Geographic Information Systems (GIS) implementation and development experience, Nobel has successfully enabled more than 100 organizations (public/private) with smarter technology that delivers optimal efficiency and effectiveness.

While Nobel Systems is a premier leader in Cloud Mapping and Data Conversion, we maintain a balance of using existing and new technologies to ensure the highest level of customer service and costs effectiveness to meet our clients' critical objectives. The core solutions described in Nobel Systems' proposal, is based on proven methods successfully implemented at other Municipalities and Utility agencies across the globe.

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](mailto:kgbalaji@nobel-systems.com))

Sincerely,



Balaji Kadaba  
Vice President, Operations  
Nobel Systems, Inc.

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# 1. FIRM'S QUALIFICATION

## NOBEL SYSTEMS INC.

Nobel is among the largest Geographic Information System (GIS) firm that has GIS and GIS hosting services as its sole focus. Our revenues have shown impressive, yet stable growth over time and honored by INC Magazine as one of the Top 100 Fastest Growing Inner SBMWD Companies in 2003 and in 2006. The company is headquartered just a few miles from ESRI in San Bernardino, which is where the staff for this project is located.

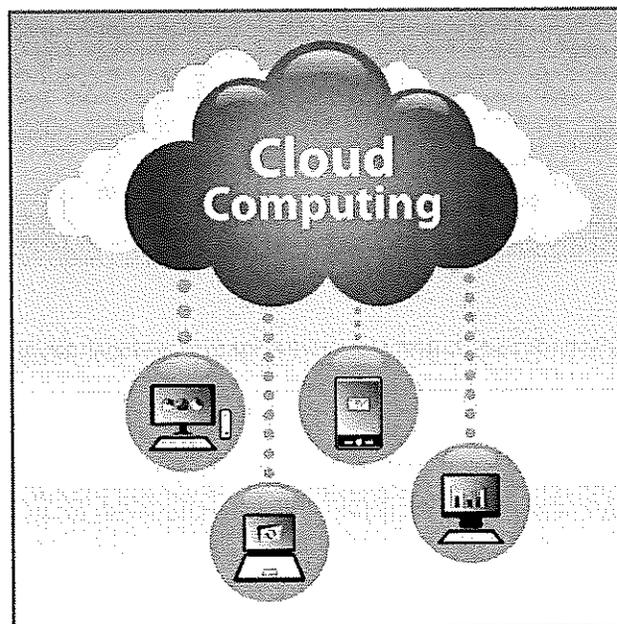
Nobel is an industry leader in all aspects of GIS, comprised of over 70 information technology professionals with backgrounds that include Civil Engineering, Public Works Management, Utility Engineering & Design, Information Technology, and GIS. Nobel provides a portfolio of GIS services – from data 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.

Nobel is exceptionally skilled in the development, maintenance, and integration of GIS databases. 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.

The financial stability of Nobel can best be characterized by our Dun and Bradstreet report from 2005 that placed Nobel in the lowest risk category possible in the Financial Stress and Credit categories.

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



## CONTACT DETAILS

**Nobel Systems'** is headquartered in San Bernardino, which is where staffing for this project is located. Nobel employs experienced geospatial professionals in San Bernardino, specializing in Enterprise GIS Integration, Software Development, GIS Administration and GIS Cloud Solutions.

Location & Address: Nobel Systems, Inc.  
436 E Vanderbilt Way  
San Bernardino, CA 92408

Telephone Number: (909) 890-5611  
Fax Number: (909) 890-5612  
Web Address: [www.nobel-systems.com](http://www.nobel-systems.com)

Authorized Personnel: Michael Samuel  
President  
(909) 890-5611

Key Contact Person: Balaji Kadaba  
Role: Vice President, Operations  
Contact Information: (909) 891-0896  
[kgbalaji@nobel-systems.com](mailto:kgbalaji@nobel-systems.com)

Certifications: Small Business Enterprise

Form of Business: 'S' Corporation, Private

Business Hours: Monday – Friday 7:00am – 6:00pm (PST)

After Hours: Hours before or after normal business hours

Clientele: Nobel's clientele ranges from cities, counties and quasi government agencies to public utilities and private companies across the globe.

Primary Markets: Local and State Government, Public Utilities, Engineering, Private Organizations.

International Clientele: Netherlands, Philippines, and India.

## 2. GIS SUPPORT SERVICES

The City of El Monte is looking for a vendor to provide complete GIS and mapping support for the existing GIS who has the expertise and the availability to provide the support required for their GIS. The vendor will need to be experienced in ArcGIS editing tools and techniques. The chosen firm will be required to edit features (lines, points, polygons, annotations) within the framework of an existing GIS. The vendor will need to be able, as needed, create new feature classes, add the features, and populate the fields from sources provided from the City of El Monte. The City of El Monte is also looking for a vendor that can provide support to their GIS and staff.

### **KICK-OFF MEETING:**

Nobel Systems will begin the project with a team kickoff meeting that includes the Nobel Systems project team and all key decision-makers from City. The purpose of this meeting is to bring together all players and to finalize the definitions of the common goals for the project. Nobel Systems will formally introduce their team to all the participants, discuss the goals of the project and our approach, and give an overview of the project approach. This kickoff meeting provides an opportunity to bring all players together in the same room to understand the scope and goals of this initiative and to identify roles of each point of contact.

### **1. DIGITIZE UTILITY NETWORK FEATURES:**

Paper and CAD As-built drawings will be used as source for digitizing features in the Water, Wastewater and Storm networks, using replica Geodatabase. Basemap provided by City will be used as reference to digitize line features using one of the following options:

- Using measurements/dimensions shown on source documents.
- By measuring offset distances/dimensions from the source documents.
- Measuring the distances from block boundaries/parcel lots/other features, in cases where distances / measurements are not indicated on the sources files.

Digitization of features will be done with due diligence, to ensure the following –

- Positional Accuracy.
- Connectivity Accuracy.
- Feature Placement.

Subsequent to construction of line features, point features such as valves, hydrants, fittings, etc., will be captured. Similarly, other point and polygon features will be captured as shown on source documents.

Over the years, Nobel has been able to develop standards and procedures for data capture, based on experience working with various Clients and Utilities. Nobel is confident that adopting these procedures, would not only ensure consistency in digitizing/construction of features, but also will assure that it complies with the best practices that are followed currently in the GIS industry.

## QA/QC Procedures:

Quality assurance is an important part of any project and is much needed in a data conversion project such as this one. At Nobel, we believe it is very important to ensure that quality data is produced and delivered to our Clients.

QA/QC tasks are performed at various stages of the conversion process to ensure that inconsistencies/errors are not passed on to subsequent tasks, as it would result in accumulation of errors for fixing at the last stage. QA/QC procedures which Nobel will apply are discussed in detail in this section of the proposal.

The QC team will abide with the guidelines prepared by the Quality Management Cell and make sure that all checks are duly performed on the data, which will include the following three criteria:

- Consistency of Cartographic features.
- Positional Accuracy.
- Attribute Accuracy.

### Initial Quality Control:

Once the data capture and attribution tasks are completed, initial quality checks will be performed to ensure that the features are constructed to check for positional accuracy, with the existing atlas maps and as-built documents. A one-to-one check is done to ensure that all relevant features are captured, to ensure the data conforms to specified quality standards.

Feature accuracy is evaluated based on the connectivity and segmentation accuracy for line features. While checking for connectivity, it will also be ensured that all lines end with a point feature. Data will also be checked for representing distinct end/connecting points at locations where two or more lines intersect with each other.

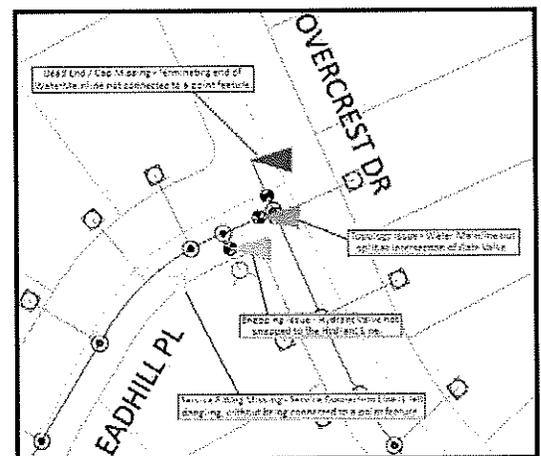
These checks if done at this stage will ensure topology, which is important to facilitate network analysis in utilities. Similar checks will be adopted to ensure accuracy in point and polygon features.

On-Screen Verification to check graphical construction and attribution of features -

### Checking Graphical Construction:

Upon completion of initial quality control tasks, a series of quality checks will be performed to ensure accurate and complete datasets are generated. Immediately after data capture in AutoCAD, QA/QC tools available in DataWorks are run. These tools will identify graphical connectivity errors and features that are missing.

The figure indicates some of the common anomalies that would have crept in during the data capture process. Errors are fixed and QC tools are re-run until the drawing is error free. Taking care of these snapping issues will ensure that 100% connectivity is maintained between Hydrants, Blow-Off Lines, Air Release Lines, Mainlines, House Connection, Valves, etc.



## **2. EDIT FEATURES AND ANNOTATIONS:**

### **Edit Lines:**

Nobel System will, using the ArcGIS Interface, edit the line features as required. The line features over the course of the Database Development Life Cycle may be required to be edited for spatial accuracy. As required, Nobel Systems will adjust the accuracy of the line feature per the information provide on the source. For example, if the engineering sketches, survey notes, redline note, or Asbuilt source depicts the line feature in a different location than the location it appears in the existing GIS System, Nobel System will adjust the line feature per the source provided. In the case of Asbuilts and/or survey notes, Nobel Systems will locate and construct the line features using coordinate geometry if available. In doing the adjustment, Nobel Systems will ensure the connectivity of the system remains intact by using the ArcGIS built in snapping functionality. The use of the snapping ensures that the continuity of the lines and the geometric network remains intact during the edit of the network. During the construction process of the line features, Nobel Systems will adhere to the construction standards and connectivity rules established by the City of El Monte.

### **Edit Points:**

The point features of the GeoDatabase will also require editing over the course of the Database Development Life Cycle. The point may require editing spatial and attribute accuracy. Like the line features, Nobel Systems will edit the point feature per the sources provided. In addition, the real world features may get replaced, upgraded, or removed. In such cases, Nobel Systems will provide the appropriate edit or adjustment to the existing GeoDatabase. Also, like the line features, the involvement of the points in the Geometric Network is crucial to the continuity of the Geometric Network. To ensure that the points participate fully in the network, Nobel Systems snap all points to their perspective line end points. The snapping of the end points will be performed by utilizing the ArcGIS snapping functionality. By snapping the points to their perspective end points, Nobel System ensures that the points participate in the Geometric Network when the network is built and rebuilt.

### **Edit Polygons:**

Polygons are features that encapsulate a line or point features physically or symbolically within a GIS database. Polygon features can be tangible features such as encasements or casings. A polygon feature can also depict symbolic area features such as easements and encroachments. In either case, Nobel Systems will construct the polygon feature as shown on the provided source. Nobel Systems will create the polygon feature using coordinate geometry or any other information available on the source provided for the GIS updates. Nobel Systems will ensure that features are a closed feature as required by a polygon feature class.

### **Edit Annotations:**

The annotation feature class is designed for display and map creation purposes. The annotations, according to the Addendum No. 1 to the RFP, the annotations are not currently feature link. Since the GeoDatabase does not have feature linked annotation, the annotation will be required to be edited manually. Once the feature that pertain to the annotation string, Nobel Systems will edit the annotation manually, using ArcGIS's editing tools, to edit the annotation string to reflect the change in attributes.

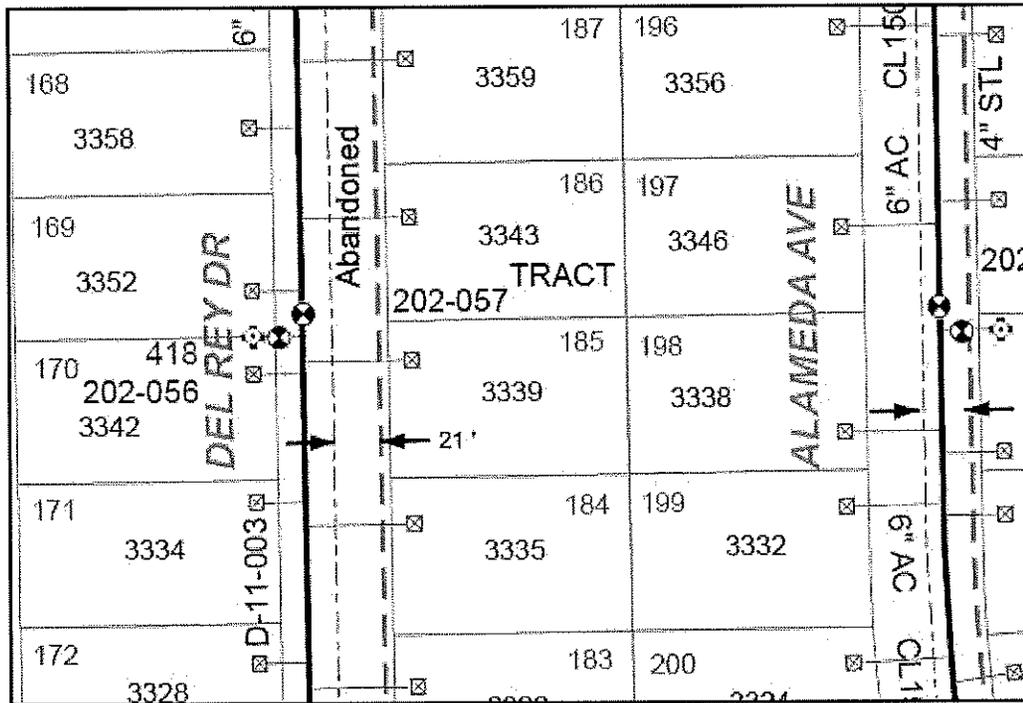
Based on discussions with City staff, we will generate specific information attributed with the features, as annotations in the GeoDatabase. Annotations are stored in special feature classes called annotation feature classes which are created at this stage of work. There exist two kinds of annotations: feature-linked annotation and non-feature-linked annotation.

Feature-linked annotation is associated with a specific feature in another feature class in the GeoDatabase. This means that when the attribute value in the feature class is changed, the feature's corresponding annotation will automatically be updated with the changed information. Nobel will generate the requested information as feature-linked annotations.

Non-feature linked classes, such as miscellaneous annotation will not reflect this change, but will behave as a separate GIS layer.

In water data conversion projects, information pertaining Diameter, Material, InstallDate, etc., are the most likely information that will be displayed as annotations for line features. Similarly, annotations for HydrantNo, ValveNo, etc., will be generated for point features. Annotations pertaining to different feature types are assigned with different fonts, color and sizes.

Dimension feature class can be created and offset distance information will be annotated. Offset and OffsetFrom information (information attributed about location of a mainline with reference to Right-of-Way, Easement, etc.,) can be generated in dimension feature classes.



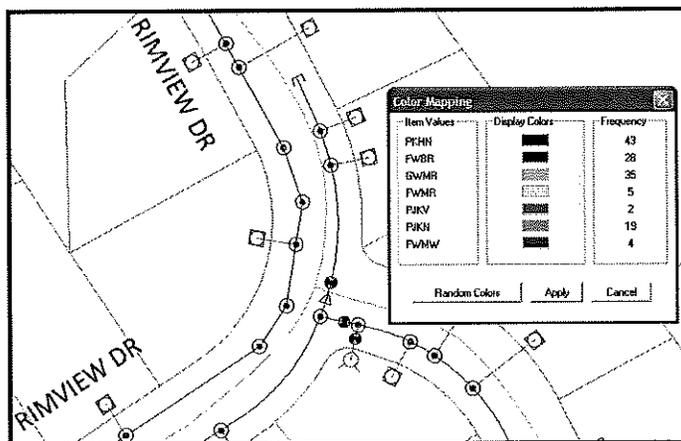
### 3. CREATE, DEVELOP AND POPULATE NEW FEATURES:

The addition of new features and feature class are a common occurrence with any GIS Database during the Systems Development Life Cycle (SDLC). During the course of the performed edits, Nobel Systems may run into features that are not currently in the existing GIS. In such cases, Nobel Systems will need to add the feature to the GIS. If Nobel Systems encounters features that are not currently in the GIS, Nobel Systems will inform the City of El Monte as to the type of feature encountered. The City of El Monte will respond by informing Nobel Systems into which feature class that feature shall be added.

The feature to be in many cases will be put into an existing feature class. If the feature is to be put into an existing feature class, Nobel Systems will add new feature to the existing feature to the feature class subtype. The new feature will use the existing feature class table for the new feature. If the new feature is required to exist in a new feature class, Nobel System will communicate to the City of El Monte. During the communication, the City of El Monte will inform Nobel Systems in writing the feature class name, column names and their definitions, and any subtypes. After the information required for the new feature class, Nobel Systems will create the feature class, table, and subtypes. Nobel Systems will then proceed to add the feature to the appropriate feature class based the source provided such as engineering drawing, survey drawings, tabular data, and/or GPS information.

**Checking Attribution:**

An on-screen consistency check, as illustrated in below figure will be performed wherein digitized lines will be rendered different colors based on attribute values populated, to check for attribute consistency. This check can be performed based on any attributed value associated with any feature.



Consistency of attribution in all fields that are supposed to be attributed in the features, including 'Barcode' and 'JobNumber' which are vital for linking the GIS features with as-built drawing/atlas and other documents respectively will be checked using QA/QC toolset. Errors or inconsistencies identified during this QC check will be corrected and verified before moving to the next step.

**4. OTHER GIS UPDATES AND MAPPING SUPPORT:**

The City of El Monte may require support during the life of the contract. Nobel Systems will make their staff available for any required support. The City of El Monte may require services that are not explicitly covered within the contract. If the City of El Monte requires additional editing, technical support, or mapping support, Nobel Systems will provide the support required.

The essence of any enterprise GIS solution is high-quality data. Over the past twenty-five years, Nobel Systems has developed proven data capture and quality control processes that ensure that we deliver accurate and complete GIS datasets to our customers on time and on budget. The City of El Monte Water and Wastewater Division has identified specific GIS projects to help increase the accuracy of the water and wastewater GIS databases, operational workflow processes, and the overall management of the water and wastewater distribution system. For a more effective management of the GIS data, the city utilizes Nobel's GeoViewer Cloud Solution, which is coupled with Nobel's Mobile solution, and can be integrated with third-party software solutions delivering optimal data usability and accessibility.

Nobel's data capture/collection methodology incorporates the utilization of source documents, as-built drawings, and field data collection GPS equipment. Nobel's Project Manager will work closely with key-staff to develop a GIS roadmap that meets the water divisions overall GIS objectives, database requirements and departmental needs.

#### **FIELD DATA COLLECTION (GPS):**

City staff will capture the geographic location (GPS) of Water features, not covered under the valve-exercising project. Features include hydrants, hydrant valves, sampling stations, wells, and backflows. The GPS Data collection can also be done for Sewer features and any Public Works assets such as Street Signs, Trees, Street Lights etc. The project team will collect the information, using industry standards and hardware (Trimble). Data collected in the field will be integrated into the GIS Geodatabase by Nobel Systems, and fully operable and accessible within Nobel's Online and Mobile solutions.

All the feature assets identified by city are to be GPS located within sub-foot accuracy. Coordinate data shall be field collected with autonomous GPS readings and subsequently differentially corrected via post-processing. Nobel will provide applicable data to the City, and load to the existing GIS database. The database shall contain the information agreed upon with the City of El Monte.

#### **FIELD NOTES (REDLINES)**

Nobel Systems will take care of updating the GIS Data with reference to all the field notes (Redlines) that will be created for Water, Sewer and Storm Facilities thru GeoViewer Mobile application. Once the GIS Data is updated with reference to these field notes, the revised data will be updated in GeoViewer Online and Mobile applications.

#### **PROJECT MANAGEMENT AND GIS OVERSIGHT**

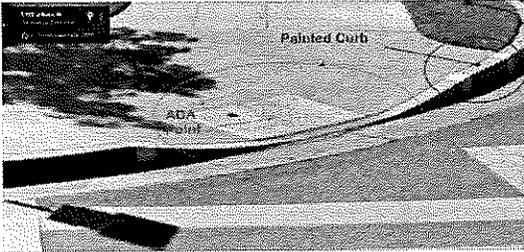
Nobel's Project Manager will work closely with City staff to ensure all aspects of the project meet critical objectives, milestones, and full compliance with the statement of work. The project manager will assist city staff with training, GIS best practices, provide GIS oversight and guidance. The project manager will be the point of contact and responsible for weekly updates and onsite meetings, as necessary.

#### **SPATIAL DATA CAPTURE:**

The essence of any enterprise GIS solution is high-quality data. Over the past twenty-five years, Nobel Systems has developed proven data conversion and quality control processes that ensure that we deliver accurate and complete GIS data to our customers on time and on budget. Nobel owns and operates a production facility where we employ highly skilled professionals who have been in industry for several years. This gives Nobel Systems complete control over project scheduling, resources, and cost. The Nobel team will meet with key-staff to identify departmental GIS needs, information availability, priorities, and expectations. Nobel's Project Manager will work closely with key-staff to develop a GIS roadmap that meets the City's GIS objectives. The City has limited information and/or GIS data for integration into the GeoViewer mapping portal and is requesting support to capture (location) and integrate the following layers. Nobel Systems will work on obtaining or capturing this information over the 3 years of contract period.

### ADA (Accessibility) Ramps

- Nobel will identify and capture the location of ADA Ramps within the city limits using Google Street View and supporting base map layers. Nobel will create a feature class (Point) layer and post the newly created layer to GeoViewer Online.



### Caltrans ROW/Properties

- Nobel will identify and capture Caltrans R/W within the city limits using Google Street View and supporting base map layers. Nobel will create a feature class (Poly) layer and post the newly created layer to GeoViewer Online.

### City Boundary

- The City boundary file has been extracted from the LA County GIS dataset and posted to GeoViewer Online. Any modifications requested by the city may result in an additional cost.

### City Facilities

- City staff will provide the location (address) of all city facilities. Nobel will create a feature class (Point) layer and post the newly created layer to GeoViewer Online.

### Controlled Crosswalks

- Nobel will identify and capture the location of Controlled Crosswalks within the city limits using Google Street View and supporting base map layers. Nobel will create a feature class (Poly) layer and post the newly created layer to GeoViewer Online. Controlled crosswalks will be captured as one single polygon.

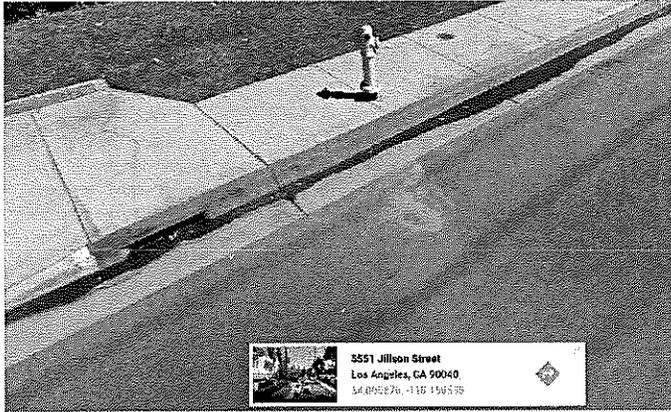


## General Plan

- City will provide Nobel the GP layer in a shape file format for posting to GeoViewer Online.

## Painted Curbs

- Nobel will identify and capture the location and type of Painted Curbs within the city limits using Google Street View. Nobel will create a feature class (Line) layer and post the newly created layer to GeoViewer Online.

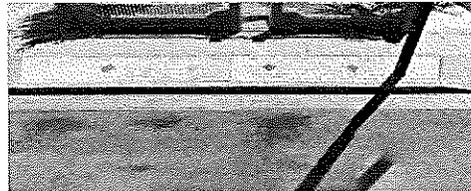


## Parks/Playground

- Nobel will capture the location and area for Parks and Playgrounds within the city limits using base map layers provided by Google and LA County Assessor. Nobel will create a feature class (Poly) layer and post the newly created layer to GeoViewer Online.

## Parkways

- Nobel will capture the location and area for Parkways within the city limits using base map layers provided by Google and LA County Assessor. Nobel will create a feature class (Poly) layer and post the newly created layer to GeoViewer Online. Parkway layer does not include driveways.



## Railroads

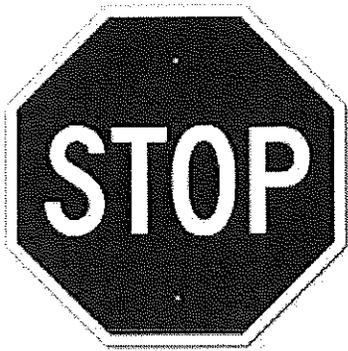
- Nobel will capture the location and area for Railroads, within the city limits using base map layers provided by Google and LA County Assessor. Nobel will create a feature class (Line) layer and post the newly created layer to GeoViewer Online.

## Streetlights/Street Light Poles

- City staff to provide the Street Lights layer either in Shapefiles format or as GPS Points. Nobel will create a feature class (Point) layer for both the streetlights and streetlight poles and post the newly created layers to GeoViewer Online.

### Street Signs

- City staff to provide the Street Signs layer either in Shapefiles format or as GPS Points. Nobel will create a feature class (Point) layer for street signs and post the newly created layers to GeoViewer Online.



### Street Trees

- City staff to provide the Trees layer either in Shapefiles format or as GPS Points. Nobel will create a feature class (Point) layer for street signs and post the newly created layers to GeoViewer Online.

### Zoning

- City will provide Nobel the zoning layer in a shape file format for posting to GeoViewer.

### Sidewalks

- Nobel will capture the location and area for Sidewalks, within the city limits using base map layers provided by Google and LA County Assessor. Nobel will create a feature class (Poly) layer and post the newly created layer to GeoViewer Online. Sidewalk layer does not include driveways.



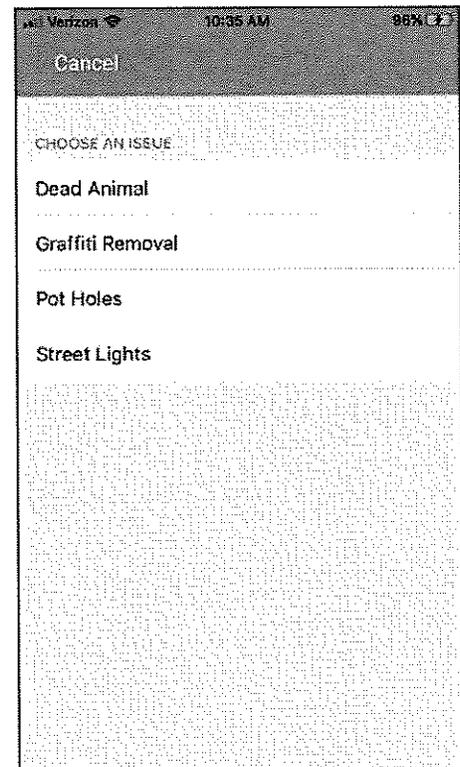
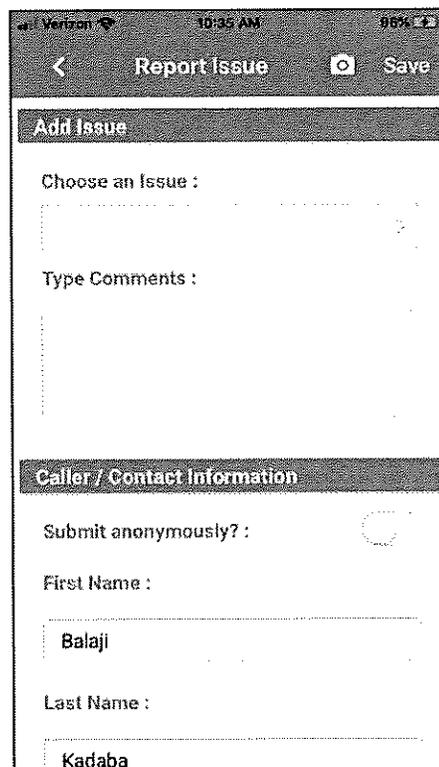
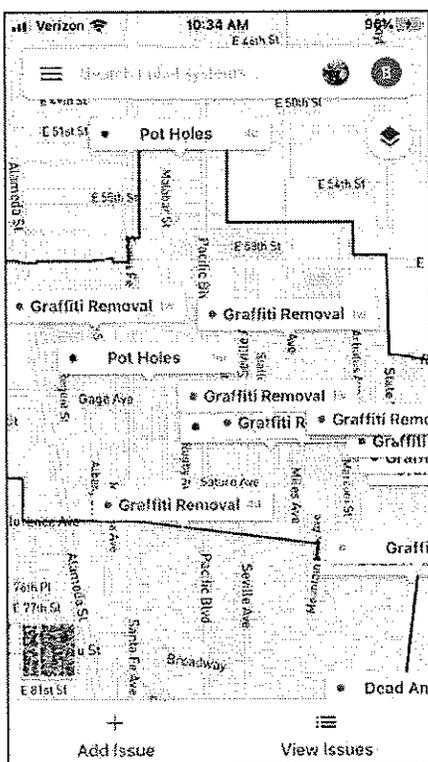
**Note:** All newly created GIS spatial layers will follow industry standard data models and best practices.

### 3. PUBLIC VIEWER

#### Citizen Engagement Simplified:

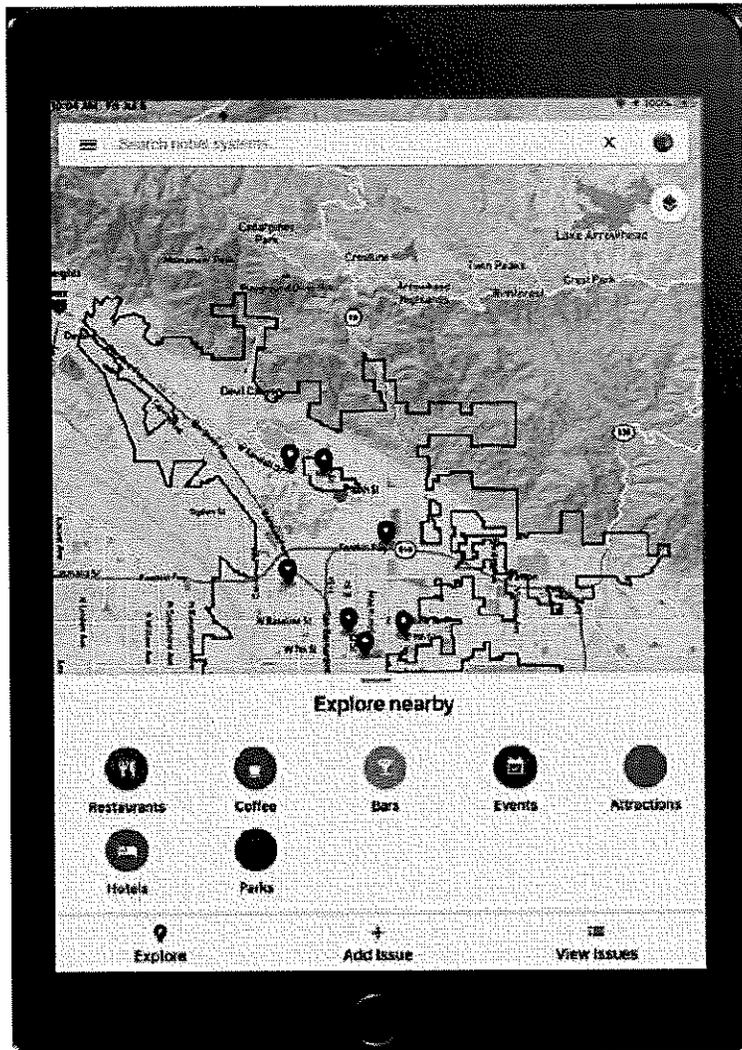
One of the biggest objectives of the City when dealing with Geographic Information Systems is to be able to make that information available to the Public user/viewer. Making GIS data available to casual users is very important. In many organizations the "non-GIS people" are the ones who can use it the most. Easy access to geographic information can save time and money for many types of organizations

The GeoViewer approach to this objective is quite simple. We offer an easy-to-use, intuitive interface to Geographic Information Systems that allows the casual user the ability to access the information they need.



## Key Features:

- Available for Free app on the App Store and Google Play.
- Public can report an Issue along with location instantly.
- Simple to use interface, makes keeping your city beautiful, fun, and simple.
- Select from a simple drop-down list to report a problem.
- Public can submit request anonymously or by adding their information.
- Public can view issues that have already been reported.
- Public will get notified when work has been completed by City staff.

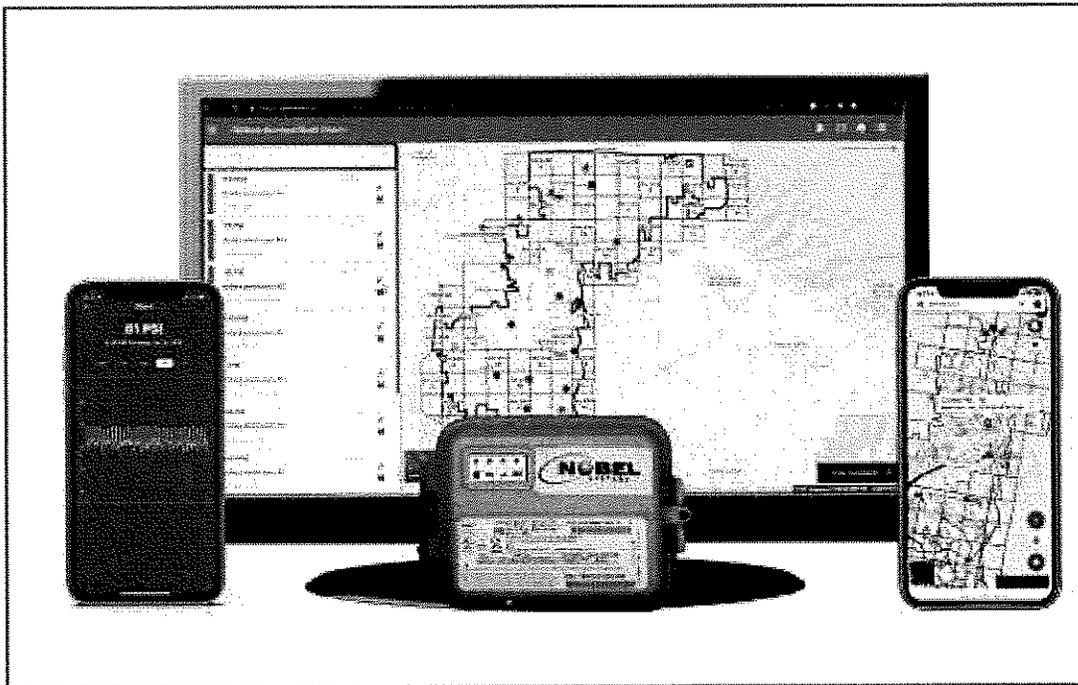


## 4. IOT PRESSURE MONITORING SYSTEM

Nobel Systems has developed an Internet of Things (IoT) real time pressure monitoring system that can be used across a water utility's Distribution or Transmission Network. The purpose of this system is to continuously monitor pressure throughout strategic points on the distribution network, especially in areas where electric power is not available. The data is transmitted to our GeoViewer through a Verizon or AT&T LTE Cat M1 network. The choice of carrier depends on the cellular signal. The pressure monitoring frequency ranges from every 5 seconds to 1 minute. If a leak occurs, the pressure drops and alerts the system operator through a push notification. This solution will revolutionize monitoring and fixing leaks faster, leading to reduced NRW and also increase the data validity scores in the AWWA water loss program.

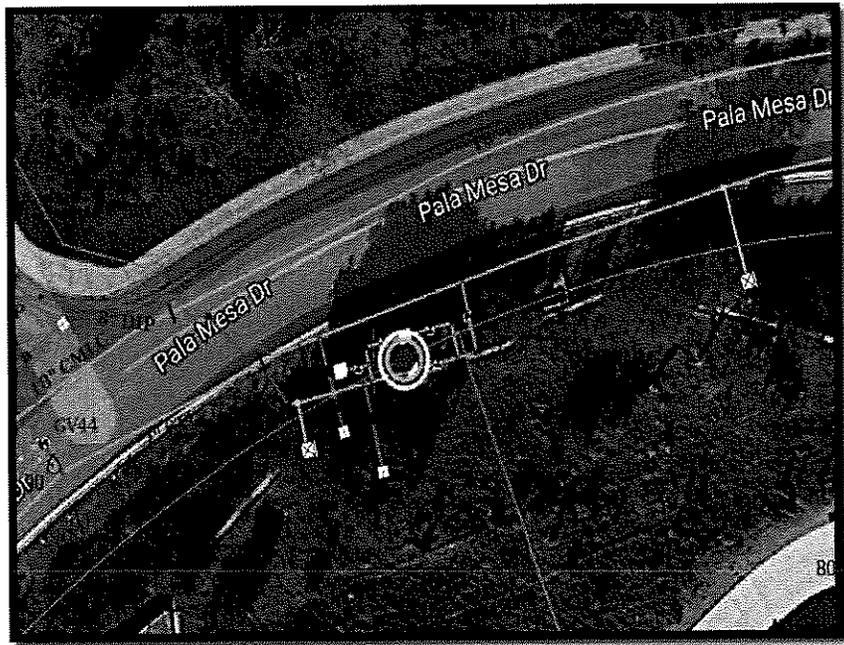
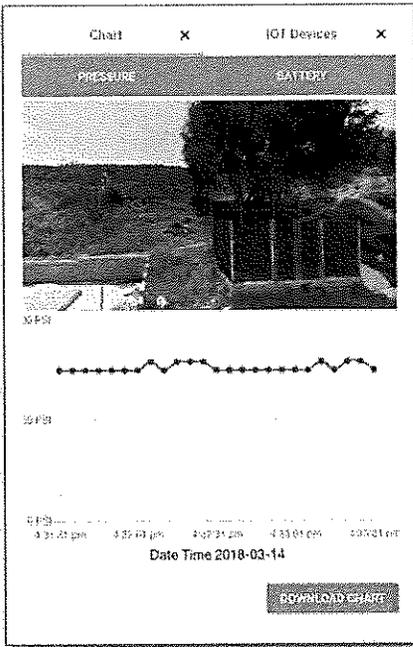
This unique system is one of the first of its kind to be used in the US. Using GeoViewer, the water utility can view pressures briefly throughout its network. This system works on a battery system which needs to be changed every 5 years, and no external power is needed.

At the heart of this system is a triple bearer Telit based microcontroller – a perfect enterprise grade IoT platform for connected Things. With the latest micro chipset, the system offers a perfect combination of power, friendliness, and flexibility. This allowed us to create and connect things everywhere and fast.

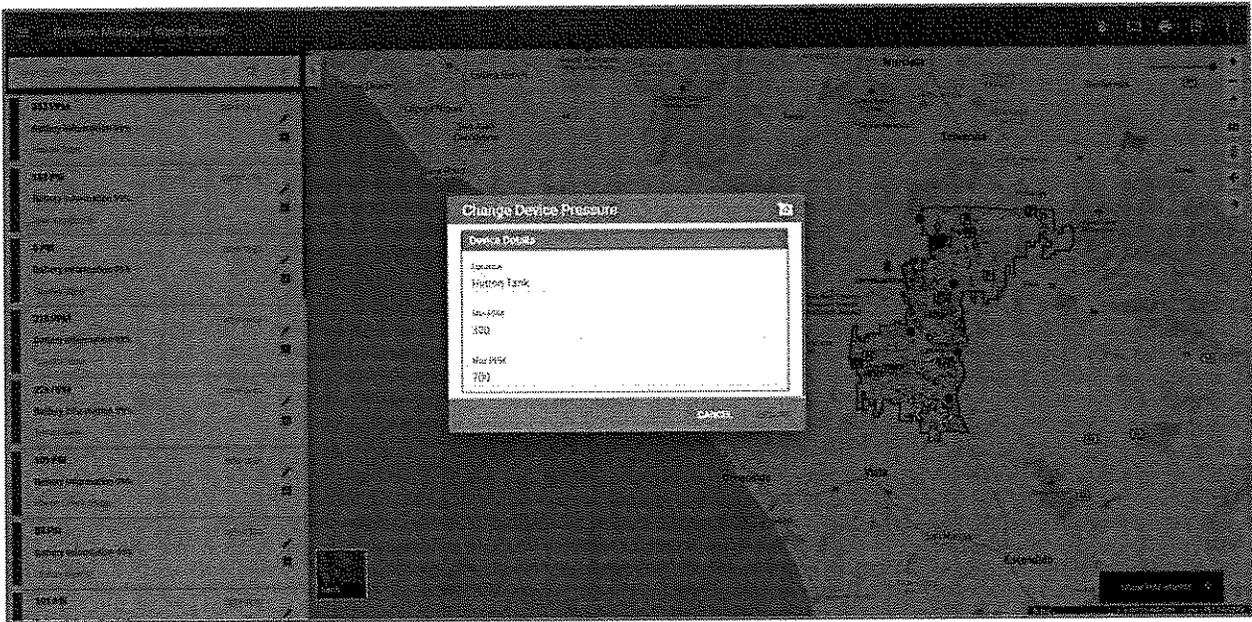


**IoT GIS Smart-Map System**

It is powered by a small and lightweight battery optimized for charging and a built in "Always On" feature for IoT, which means that the output of the battery or power bank does not shut off after a set amount of time. It always stays on. The Battery life will be 5 years. The pressure sensor uses a high accuracy silicon strain gauge molecularly bonded to the stainless-steel diaphragm which is NSF 61 certified. The accuracy is within 0.25%. The data will be displayed on our GeoViewer Mobile App designed for iPhones/iPads.

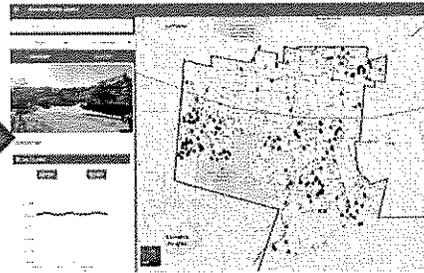
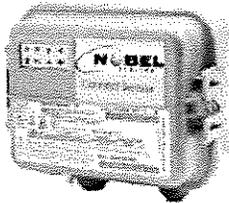
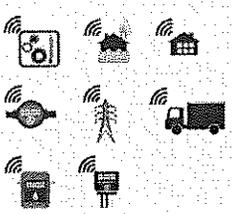


**Figure 1: Real-Time Monitoring**



**Figure 3: IOT Device Change Device Pressure using GeoViewer Online**

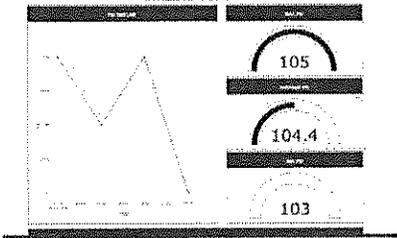
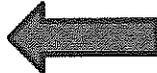
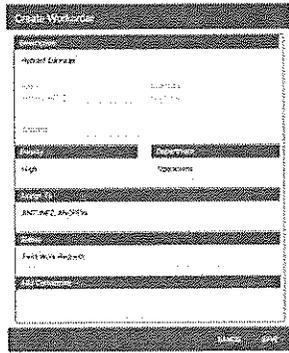
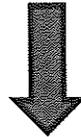
**IoT ARCHITECTURE – SUPPORTING SB 555 – PRESSURE MONITORING AND MANAGEMENT**



Any electrical sensors can be connected to the Nobel IoT gateway – This includes water pressure (0-300 PSI), TDS meters, flow meters etc.

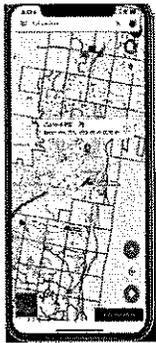
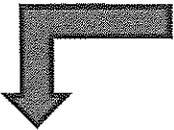
Nobel Connect sensor gateway has a cellular chipset which reads and transmits all the sensor data to GeoViewer desktop and mobile.

User can will have access to sensor data, location and alerts configuration. All data can be visualized in a details graph and export.



Details analysis regarding the reading is available using the report function.

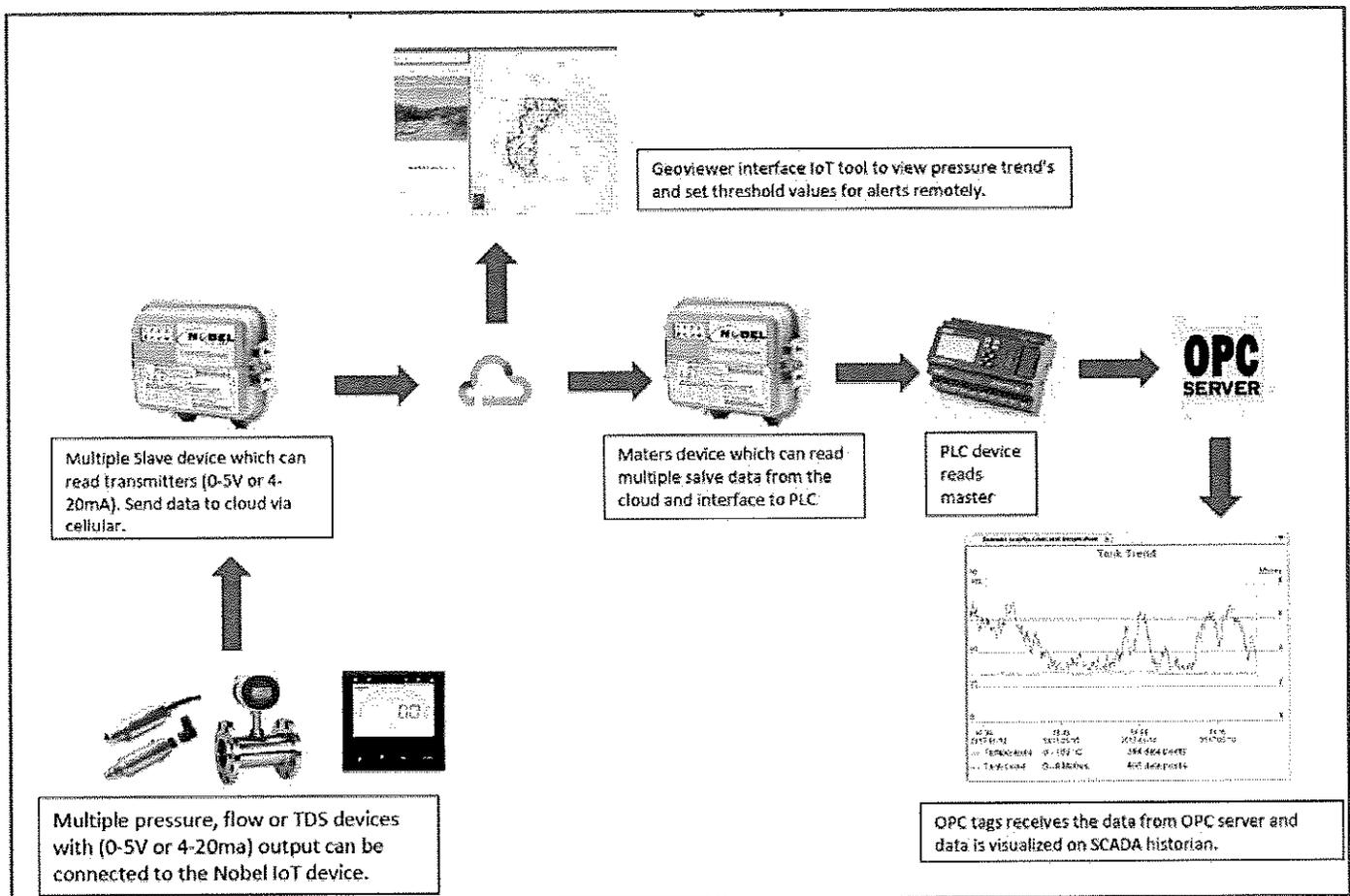
Any Spike or abnormal readings will create work orders and assign it the field



Alerts the user as a text or a call and notifications on GeoViewer mobile.

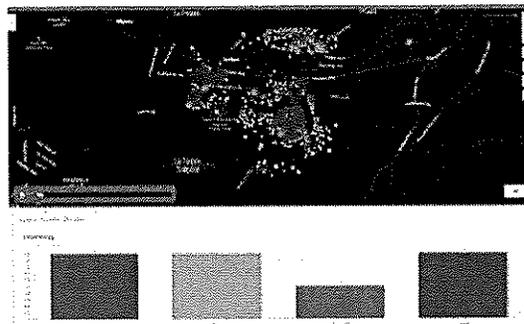
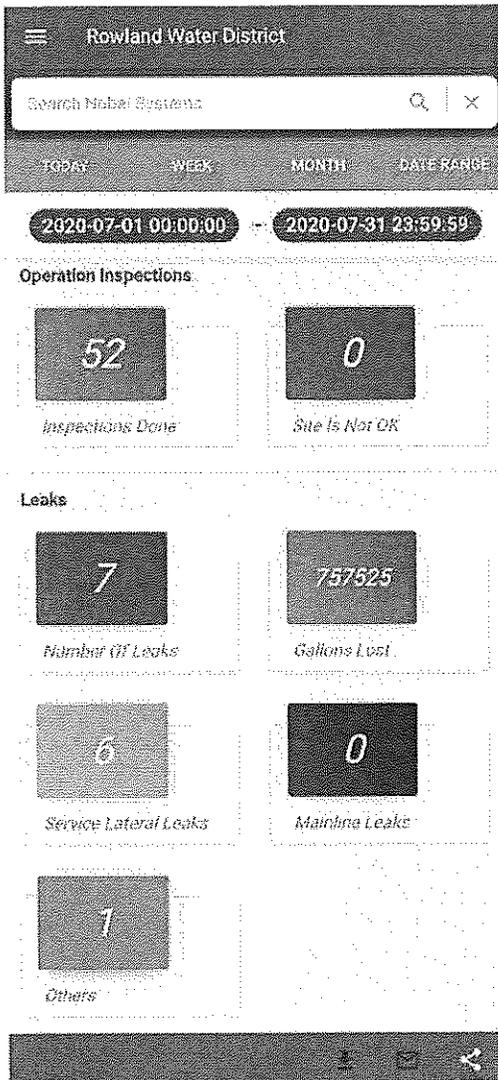
## ARCHITECTURE FOR IOT-SACDA INTEGRATION:

The Nobel connect sensor plus device acts as an IoT based cellular gateway to send data to the cloud. Any transmitters (Flow, pressure, TDS) with a 0-5 V or 4-20ma can be connected to this device. The device works a secured dedicated IoT network called MQTT. We use a reliable Verizon cellular network. The data is sent to a very secured central cloud. This data can be visualized on the GeoViewer with a interface to set the high and low pressure/flow/PPM thresholds. This data can be sent to a special SCADA-IoT Open Automation software (OAS) which connects SCADA OPC server to IoT devices. This software sits locally on the OPC machine. The data is sent locally to the OPC server without interfacing the OPC server software to the internet. The data from the cloud can also be send to a master Nobel connect sensor device which in turn connects to a local PLC device. The local PLC device can be securely connected to the OPC server. Each Tag in the OPC server is connected to the respective device to visualizes it on the SCADA historian. A watchdog timer is configured to monitor the device failure times. Alerts can be sent through text/email/call or through SCADA system.



**WATER LOSS TRACKING AND MANAGEMENT – SB 555 -WATER LOSS MONITORING AND MANAGEMENT.**

GeoViewer Maintenance BI tool provides real-time water loss tracking for all mainline, lateral lines, hydrant, and other types of leaks. Any formula or estimation used for tracking leaks and customized on this leak tracking tool. This tool gives a capability to easily export leaks reports to be used for water audit and its validation according to the SB-555 rule.



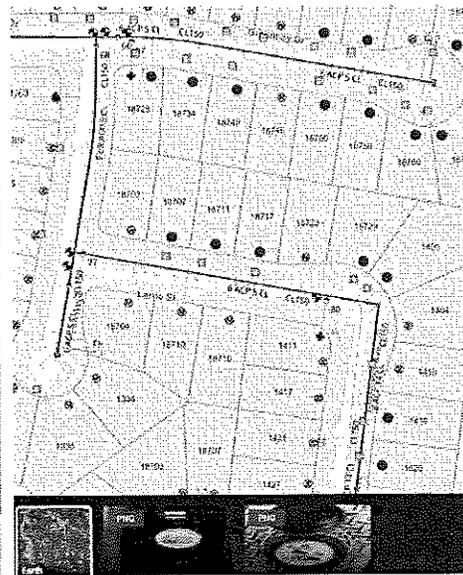
**METER REPLACEMENT TRACKING -SB 555. -AMI, AMR OR METER INSPECTIONS.**

Nobel systems GeoViewer Meter replacement tool can track the number of meters replaced and inspected during the fiscal year. Any calibration done on the customer meters can be inputted in this tool. This calibration data for customer meter replacement will be useful for audit input and validation.

Rowland Water District

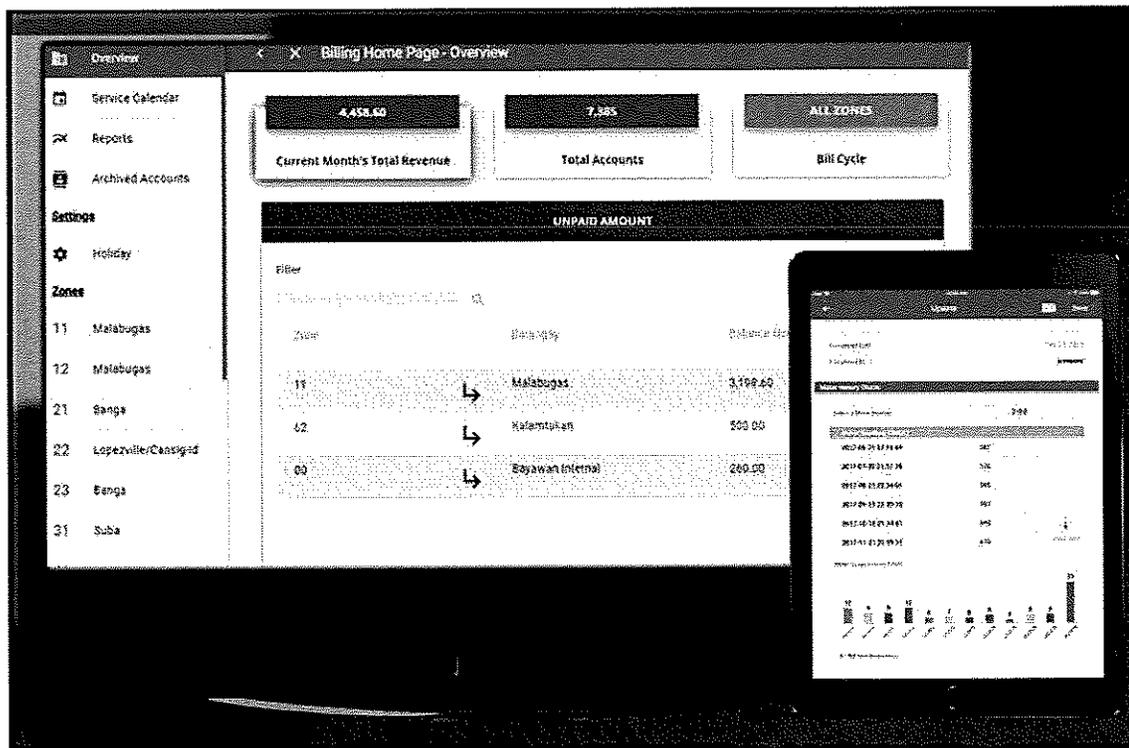
Search Meter Replacements

<b>590020</b>	2020-07-23	intern1 - 1430 GREENPORT AVE, ROWLAND HEIGHTS, CA - 91748	06718484 - N/A
<b>631225</b>	2020-07-23	intern1 - 1426 GREENPORT AVE, ROWLAND HEIGHTS, CA - 91748	06718501 - N/A
<b>555081</b>	2020-07-23	intern1 - 1420 GREENPORT AVE, ROWLAND HEIGHTS, CA - 91748	06718789 - N/A
<b>423295</b>	2020-07-23	intern1 - 1416 GREENPORT AVE, ROWLAND HEIGHTS, CA - 91748	06718787 - N/A
<b>390080</b>	2020-07-23	intern1 - 1400 GREENPORT AVE, ROWLAND HEIGHTS, CA - 91748	06694067 - N/A
<b>264890</b>	2020-07-23	intern1	06708171 - N/A
<b>470959</b>	2020-07-23	intern1 - 18707 LARNE ST, ROWLAND HEIGHTS, CA - 91748	06718421 - N/A



**MONITORING WATER SUPPLIED AND AUTHORIZED CONSUMPTION. – WATER AUDIT COLUMN 1.**

Nobel systems billing and water production data tool can help the utility track the water supplied and authorized consumption for the fiscal year. This will be easy to use tool for tracking all the figures to be entered in column 1 of the water audit validation sheet.



## 5. LEAK PREDICTIVE ANALYSIS / ARTIFICIAL INTELLIGENCE (AI)

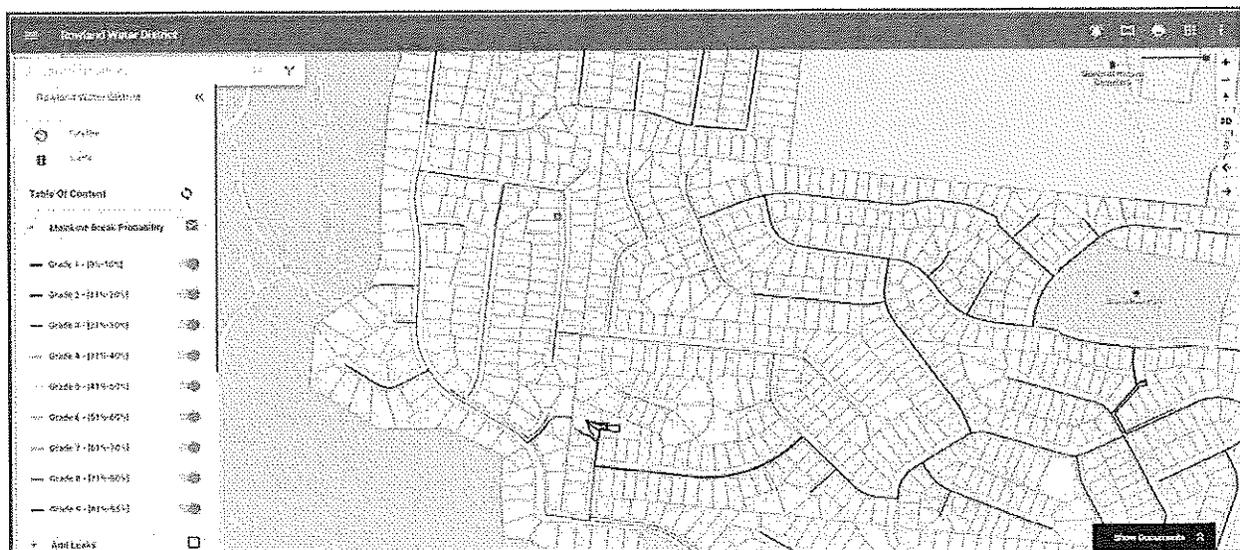
Nobel Systems has developed a highly accurate AI Predictive Modeling system is used to make better, more prepared planning to anticipate problem areas. Nobel System's Machine Learning will analyze results over time improving accuracy as current information is gathered.

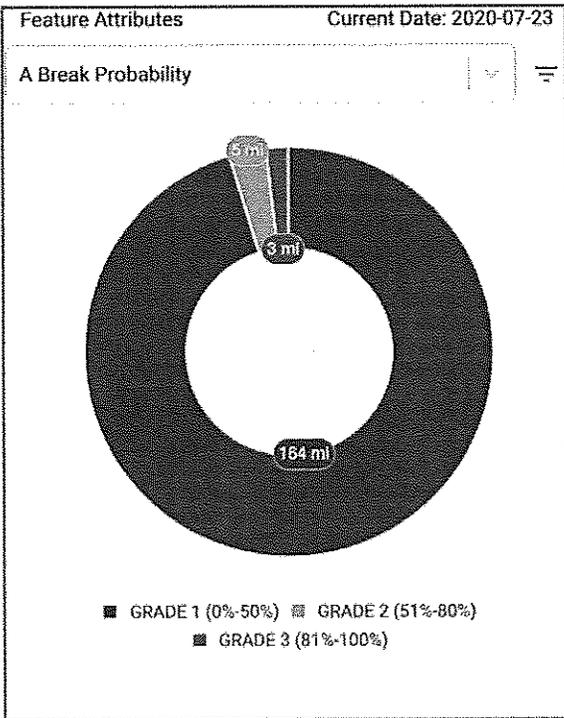
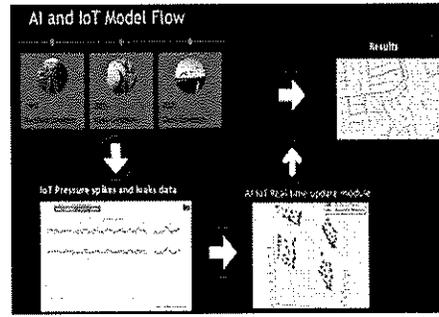
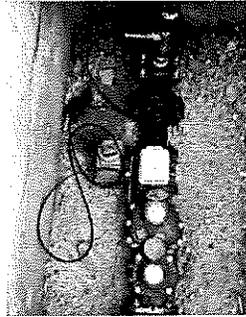
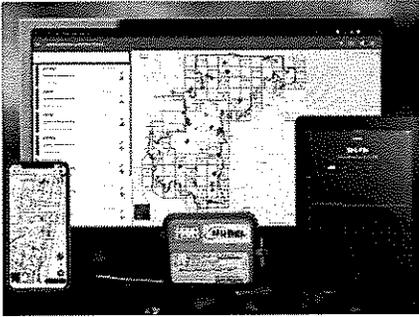
This analysis utilizes below listed variables to determine areas to watch, based on AI & Advanced Machine Learning. Ultimately predicting a pipe's failure probability.

- Pipe Size
- Pipe Material
- Pipe Age
- Pipe Length
- Elevation
- Soil Type/Information
- Slope
- Road Ratings
- Previous Leak History of a Pipe
- Pressure from IOT devices

Accuracy of 92% is achievable by calculating the Probability of Failure(POF) + Consequences of Failure(COF). (POF) is based on machine learning numbers whereas (COF) is obtained by conducting interviews with field operations staff.

Nobel Systems will use autoregressive integrated moving average (ARIMA) method to forecast the leaks. ARIMA is a regression analysis that gauges the strength of one dependent variable relative to other changing variables. Regression analysis is a statistical method that allows us to examine the relationship between two or more variables of interest, such as pipe length, age etc. This method monitored the error between the forecasted leaks and actual collected leaks. Initial error was 30% which reduced to 8%.





Rowland Water District

- Satellite
- Traffic

Table Of Content

- MainLine Break Probability
  - Grade 1 - [0%-50%]
  - Grade 2 - [51%-80%]
  - Grade 3 - [81%-100%]
- ServiceLine Break Probability
  - Grade 1 - [0%-50%]
  - Grade 2 - [51%-80%]
  - Grade 3 - [81%-98%]

## 6. FIELD FORMS DEVELOPMENT

City is currently using Nobel Systems GeoViewer Online and Mobile application to access their GIS data for day-to-day operations, analysis and decision making.

Nobel Systems will work on the below listed tasks as part of this project:

- Create any kind of forms that can be used to fill out the inspections by City team on GeoViewer Mobile such as Leaks, Meter Exchange, Reservoir and Pump data collection, Well data collection etc.
- Provide Calculations in the form if any
- The forms will automatically get the last inspection data.
- Validation of values will be done on the forms, to prevent user error.
- Data will be synchronized with the servers.
- After the data is available on the servers, reports can be generated from the data through GeoViewer Online application.
- Data exports can also be created.

Following are the steps to accomplish this project:

- **Workflow Definition & Modeling**

Nobel will work with the District to define the workflow and functions to be included. This activity will ensure that the application provides the greatest benefit and meets all requirements. A workflow diagram Document will be developed that models the existing process and process to be developed.

- **Development of field forms with GV Mobile**

This step includes the actual programming and interface design. During the application building process, we will communicate regularly with the District to monitor project status. If the District and the Project Team agree to any scope changes, we will document those changes in the Project Plan and redistribute it among the project's key personnel. This step will focus on the development of Plant Check data collection form for testing purposes.

- **Application Testing & Debugging**

The next step is usability testing that focuses on how the data can be collected through the app, check and make sure synchronizing working properly and the reports can be generated easily through GeoViewer Online application. The outcome of usability testing is a report to the software developers for use during debugging. The results of the test will be implemented in the final version of the Integration.

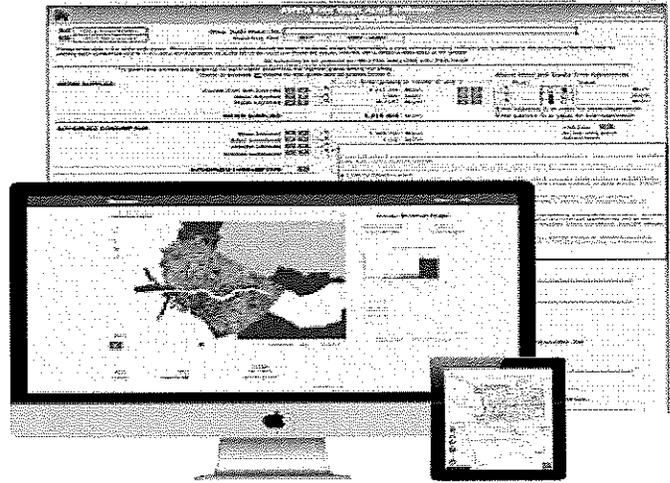
- **Application Training**

The final step of the development process and one that cannot be overlooked is application training. As part of this task Nobel will train both the users of the application and the system configuration.

## 7. WATER AUDIT VALIDATION

Nobel Systems certified water loss audit validation staff will deliver an accurate report validation to the City of El Monte for Water Loss Audit Validation as presented within this proposal. Nobel Systems will also conduct an analysis of existing City's scores and processes to determine where there are areas of improvement to reduce costs, increase productivity, and improve future scores.

This proposal is to complete the water loss validation & analysis for 2019.



### SCOPE OF WORK (SOW)

1. City submits their current water loss audit to Nobel Systems.
2. Customer sends over the required supporting documents as required in an Excel format.
3. Nobel Systems Certified Validator will review scores from the information provided and verify the calculations/results.
4. Nobel Systems will then plan an in-person (preferred) or phone meeting to go over and confirm the water loss audit information, then produce the Validation Certificate.
5. Nobel Systems will review City's validation scores and current technology/needs to create a "Score Improvement Report". This report is meant to identify gaps within the City's systems that should be addressed to increase efficiency, mitigate loss, and improve future scores.

### TIMEFRAME TO COMPLETE

Same day as validation and certification.

## 8. COSTS

Unlimited GIS Support Services (Data Updates, Map Creation, Layer creation etc.)	\$ 44,800 / Year
Technical Support	Included
Training	Included
Project Setup Costs for Public Viewer	\$ 4,600 (onetime fee)
Public Viewer and Citizen App for Public Hosting Costs	\$ 9,800 / Year
Installation of Pressure Monitoring Devices (10 No's)	\$ 9,800 (onetime fee)
IOT Pressure Monitoring Devices Hosting costs	\$ 8,000 / Year
Leak Predictive Analysis / Artificial Intelligence (AI) Project Setup Costs	\$ 8,400 (onetime fee)
Predictive Analysis Hosting Costs	\$ 12,000 / Year
Unlimited field forms development for GeoViewer Mobile Data Collection	\$ 9,800 / Year
Water Audit Validation Support	Free of Cost

<b>Total Fee Year One (1)</b>	<b>\$ 107,200</b>
<b>Total Fee Year Two (2)</b>	<b>\$ 84,400</b>

**Note: The above costs are based on a one-year contract with an option to extend an additional one more year at no additional cost.**

# HOSTING AGREEMENT

## Nobel Systems Inc. - Terms and Conditions

### 1. LICENSE, SUBSCRIPTION, AND PAYMENT

**1.1 License.** Subject to the terms of this Agreement, Nobel Systems grants to Customer a limited, non-exclusive, non-transferable, and non-assignable license to access and use the Provided Content for a period of Twelve (12) months with option to extend an additional one more year. In GeoViewer, customer's access and use of the Provided Content shall be solely for its normal internal business activities, free of charge, by its employees and consistent with Customer's representations to NOBEL.

**1.2 Payment for the License and Subscription.** In exchange for the license or services granted, the Customer agrees to pay all the fees listed in this order. All invoices are due upon receipt and are payable in accordance with the payment schedule. Any invoice not paid within thirty (30) days of its scheduled payment date shall be considered past due.

**1.3 Non-Payment or Failure to Pay.** A charge of one and one-half percent (1.5%) per month may be assessed on any outstanding and past due invoices until paid in full. If NOBEL does not receive from Customer payment for the invoiced amount within thirty (30) days of its due date, Nobel may suspend Customer's access and use of the Provided Content, until Customer brings its account current.

### 2. DURATION OF AGREEMENT & TERMINATION

**2.1 Term of Agreement.** This Agreement will continue for the period defined under 1.1 License as the Current Term. Upon termination of this Agreement, all licenses granted by Nobel Systems Inc., under this Agreement are immediately revoked.

- a. **Termination by Customer.** NOBEL shall have the right to make a material modification to any of the content of or discontinue any of the content of the Provided Content at any time with ninety (90) days prior written notice to Customer. Upon receipt of such notice from NOBEL, Customer may terminate this Agreement as of the effective date of the change by providing written notice to Nobel at least thirty (30) days prior to the effective date of the change. In the event Customer terminates prior to the end of any annual term, Customer will not be entitled to receive a pro rata return of any amounts prepaid.

### 3. WARRANTY & LIMITATION OF LIABILITY

**1.1 Limited Warranty.** Each party represents and warrants that it has full power and authority to enter into this Agreement. Each party will indemnify and defend the other and its officers, directors, and employees from third party claims arising out of or related to a breach of such party's representation or warranty in this Agreement.

**3.2 Disclaimed Warranties.** Except for any express warranties, NOBEL and each contributor to the Provided Content disclaims all warranties, including but not limited to any warranty of design, merchantability, fitness for a particular purpose, and against infringement. NOBEL and each contributor make no representation or warranties that the Provided Content is accurate and free of errors and/or omissions. As such the Provided Content is not suitable for use in emergencies. Customer accepts the Provided Content on an "as is", "as available" basis.

**3.3 Limitation of Liability.** NOBEL shall not be liable for any loss, injury, claim, or damage of any kind resulting in any way from Customer's use of the Provided Content (regardless of any assistance from NOBEL in using the content) or from any delay or failure in performance beyond the reasonable control of NOBEL. The aggregate and maximum liability of NOBEL in connection with any claim arising out of or relating to this Agreement shall be limited to a refund of 12 months of fees and taxes paid by Customer to NOBEL. NOBEL shall not be liable for any special, indirect, incidental, or consequential damages of any kind whatsoever (including attorneys' fees) arising in connection with Customer's use of the Web site, Provided Content, or the failure of NOBEL to perform its obligations, regardless of any negligence alleged.

**The information contained in this document is proprietary and confidential.**

**NOBEL SYSTEMS**

**CITY OF EL MONTE**

\_\_\_\_\_  
By: Balaji Kadaba Date

\_\_\_\_\_  
By: Bret Kadel Date

Title: Vice President, Operations  
\_\_\_\_\_

Utilities Manager  
\_\_\_\_\_



# CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT  
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF SEPTEMBER 1, 2020

August 17, 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 PURCHASE AGREEMENT WITH GRAINGER FOR ELECTRICAL AND HVAC SUPPLIES AND TOOLS ON AN AS-NEEDED BASIS FOR AN AMOUNT OF \$35,500**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Consider and approve a Purchase Agreement with Grainger for electrical and HVAC supplies and tools on an as-needed basis for an amount of \$35,500; and,
2. Authorize the City Manager to execute a Purchase Agreement with Grainger.

### **BACKGROUND**

The City of El Monte Public Works Maintenance Division maintains the City's 150 HVAC units, 300 traffic signals and safety lights, 500 City-owned street lights and underpass lights, and all facilities. In order to maintain all of these assets, Public Works staff requires a vendor to supply HVAC motors, electrical components, industrial and specialty trade tools, and personal protective equipment on an on-going basis.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The City of El Monte Public Works Department solicited three (3) bids from qualified trade tools and equipment supply vendors. Grainger offers a wide array of specialty equipment and tools that will allow staff to go to Grainger as opposed to Home Depot. Last Fiscal Year, Building Maintenance spent over \$19,000 in Home Depot purchases; this figure was used to project the budget needed for Grainger this Fiscal Year as Building Maintenance will be making the majority of purchases. In addition, Grainger sells personal protective equipment (PPE) that crews will be purchased as-needed.

Staff recommends a Purchase Agreement with Grainger for electrical and HVAC supplies and tools on an as-needed basis for an amount not-to-exceed \$35,500.

**FISCAL IMPACT/FINANCING**

The Public Works Department budgeted funds in Fiscal Year 2020-2021 to offset the \$35,500 purchase order to supply electrical and HVAC supplies and tools; see table below for the fund distribution:

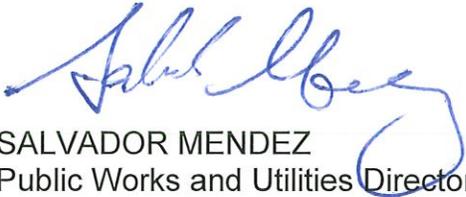
<b><u>Funding Source</u></b>	<b><u>Account Number</u></b>	<b><u>Division Code</u></b>	<b><u>Requested Amount</u></b>
General Fund	100-67-626-6211	Facilities	\$1,500
	100-67-672-6211	Graffiti/CARE	\$1,500
	100-67-673-6211	Building	\$19,000
	100-67-682-6248	Signs/Striping	\$2,000
	100-67-685-6211	Traffic Signal	\$10,000
	100-67-688-6211	Medians	\$1,500
		<b>Total</b>	<b>\$35,500</b>

**CONCLUSION**

Staff recommends that the City Council approve a Purchase Agreement with Grainger; and authorize the City Manager to execute a Purchase Agreement with Grainger for an amount of \$35,500.

Respectfully submitted,

ALMA K. MARTINEZ  
City Manager



SALVADOR MENDEZ  
Public Works and Utilities Director

Attachment(s):

Attachment 1 – Bid Summary Sheet

DATE: SEPTEMBER 1, 2020	
PRESENTED TO EL MONTE CITY COUNCIL	
<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	PULLED
<input type="checkbox"/>	RECEIVED AND FILE
<input type="checkbox"/>	CONTINUED
<input type="checkbox"/>	REFERRED TO
CHIEF DEPUTY CITY CLERK	



# CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT  
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF SEPTEMBER 1, 2020

## ATTACHMENT 1

### LIST OF BIDS

Vendor	Bid
Grainger	\$192.66
McMaster-Carr	\$264.53
HD Supply	\$316.17
<b>Nexus</b>	
Grainger offers a wide array of specialty equipment and tools that will allow staff to go to Grainger as opposed to Home Depot. Last fiscal year Building Maintenance made over \$19,000 in Home Depot purchases; this figure was used to project the budget for Grainger this fiscal year as Building Maintenance will be making the majority of purchases.	



# CITY OF EL MONTE

CITY MANAGER'S OFFICE  
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF SEPTEMBER 1, 2020

August 27, 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 WAIVER TO THE CITY'S POLICY FOR PLEDGING AND DEPLOYMENT OF CITY RESOURCES FOR SPECIAL COMMUNITY EVENTS**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve a waiver of the City's policy for the pledging and deployment of City resources for special community events in order to provide a digital platform for the Broadway International Film Festival.

### **BACKGROUND**

On July 7, 2020, the El Monte City Council considered and adopted Resolution No. 10163 approving the City's policy for the pledging and deployment of City resources for special community events.

On August 22, 2020, the City received a letter from Mr. Emilio Vega, the Executive Director of the Broadway International Film Festival discussing the new dates and formats for the Film Festival this year due to COVID-19. In that letter, Mr. Vega also requested utilizing the cable TV channel of El Monte as a presentation platform and the Festival YouTube channel along with social media for the 2020 Broadway International Film Festival program.

### **DISCUSSION**

The Broadway International Film Festival Los Angeles (BIFF-LA) is dedicated to the growth and expansion of independent cinema. Its primary purpose and commitment is to provide an ongoing exhibition platform for all local and international filmmakers.

BIFF-LA does this by focusing on the importance and the significance of having a bridge to connect the Latin American industry with the North American industry. BIFF-LA is a major event in where the artist, political and city leaders, business, and the community unite. The event is set to be presented on a virtual platform this year due to the COVID-19 pandemic.

At this time, staff is recommending a waiver of the City's policy for the pledging and deployment of City resources for special community events in order to accommodate the request of the Broadway International Film Festival to utilize the City's Channel 3 cable television network as a presentation platform for the 2020 Broadway International Film Festival program.

The only waiver being requested pertains to section B (i) of the Resolution which reads:

B. Authorization: Notwithstanding paragraph A, above, City Resources may not be pledged or deployed in the service of a Special Event (including a Special Event specifically accounted for under the annual fiscal year budget) unless all three of the following conditions have first been satisfied:

(i) The City Manager has been provided written notice of the request at least ninety (90) calendar days prior to the date(s) of the Special Event or any other day by which the City Resources must be pledged or deployed in or in part.

Due to the COVID-19 pandemic, the Broadway International Film Festival has changed its date twice; and finally settled on a virtual platform just this past week. Due to this fluid situation, there was no way to have known about the virtual platform, and the Festival's request to utilize our cable television network 90 days prior to the October 23-25, 2020 festival dates.

The City of El Monte has always strived to be an ardent supporter of the performing arts by bringing programming to our community. This is an excellent opportunity to support the cinematic arts.

### **FISCAL IMPACT**

This action will have no fiscal impact to the General Fund.

### **CONCLUSION**

It is recommended that the City Council adopt the Resolution adopting a policy for the pledging and deployment of City Resources.

HONORABLE MAYOR AND CITY COUNCIL  
AUGUST 27, 2020  
PAGE 3

Respectfully submitted,



ALMA K. MARTINEZ  
City Manager

DATE: September 1, 2020
PRESENTED TO EL MONTE CITY COUNCIL
<input type="checkbox"/> APPROVED
<input type="checkbox"/> DENIED
<input type="checkbox"/> PULLED
<input type="checkbox"/> RECEIVE AND FILE
<input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
CHIEF DEPUTY CITY CLERK



# CITY OF EL MONTE

FINANCE DEPARTMENT  
CITY COUNCIL AGENDA REPORT

REGULAR CITY COUNCIL MEETING OF SEPTEMBER 1, 2020

August 23, 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 AND APPROVE AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA AMENDING THE PROVISIONS OF CHAPTER 3.24 (PURCHASING SYSTEM) OF THE EL MONTE MUNICIPAL CODE AND A COMPANION RESOLUTION UPDATING THE CITY'S PURCHASING PROCEDURE MANUAL**

**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 first reading of an El Monte Council Ordinance (Attachment 1 - Ordinance) and Approve Companion Resolution approving updated Purchasing Procedure Manual.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On August 5, 2008 the City Council adopted the Purchasing Policy and Procedures Manual with only minor edits to the ordinance in subsequent years. The purpose of the Purchasing Policy and Procedures Manual is to define the procedures governing the procurement of supplies, materials, equipment and services for City use and to comply with the provisions of applicable Federal and State law, El Monte Municipal Code (EMMC), City Ordinance and overall City Policy. Staff recognized that areas of the Purchasing Policy and Procedures Manual had not been updated for more than ten years. The most significant updates are the inclusion of the requirements of the Uniform Guidance (2 CFR) Part 200.318 General procurement standards through

200.326 Contract provisions, which are used when procuring supplies, materials, equipment and services under a Federal award, and the adjustment of threshold for the formal bidding. The manual also includes the Section 3.24.075 Public Projects - General Competitive Bidding Procedures and Section 3.24.080 Public Projects - Uniform Public Construction Cost Accounting Act (UPCCAA) Procedures of the EMMC.

The updated Purchasing Procedure Manual increases the dollar thresholds at which certain procurements are to be conducted through more formalized methods (e.g., competitive bidding or RFQ/RFP's etc.). The thresholds are increased from \$125,000 to \$150,000. It should be noted that procurements such as public works construction procurements remain governed by State competitive bidding mandates and are largely unaffected by the modifications made here which apply primarily to procurements that are not covered by State-mandated competitive bidding requirements.

### **FISCAL IMPACT/FINANCING**

There is no direct fiscal impact associated with this recommended action.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

California law requires all local agencies to formally adopt policies and procedures governing the acquisition of materials, supplies, equipment and services as referenced below.

*"California Government Code Section 54202: Every local agency shall adopt policies and procedures, including bidding regulations, governing purchases of supplies and equipment by the local agency. Purchases of supplies and equipment by the local agency shall be in accordance with said duly adopted policies and in accordance with all provisions of law governing same. No policy, procedure, or regulation shall be adopted which is inconsistent or in conflict with statute."*

When procuring supplies, materials, equipment and services under a Federal award, the City must follow Uniform Guidance (2 CFR) Part 200.318 General procurement standards through 200.326 Contract provisions.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There is no impact on current services or projects.

**CONCLUSION**

It is recommended that the City Council approve the attached Ordinance for first reading and the attached companion resolution which approves the City's updated Purchasing Procedure Manual.

Respectfully submitted,



ALMA K. MARTINEZ  
City Manager



BRUCE FOLTZ  
Finance Director

Attachments

1. Ordinance
2. Resolution
3. Purchasing Policy and Procedures Manual

DATE: September 1, 2020
PRESENTED TO EL MONTE CITY COUNCIL
<input type="checkbox"/> APPROVED
<input type="checkbox"/> DENIED
<input type="checkbox"/> PULLED
<input type="checkbox"/> RECEIVED AND FILE
<input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
CHIEF DEPUTY CITY CLERK

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA AMENDING PROVISIONS OF CHAPTER 3.24 (PURCHASING SYSTEM) OF TITLE 3 (REVENUE AND FINANCE) OF THE EL MONTE MUNICIPAL CODE TO ADJUST CERTAIN BIDDING THRESHOLDS**

WHEREAS, Chapter 3.24 (Purchasing System) of Title 3 (Revenue and Finance) of the El Monte Municipal Code ("Chapter 3.24") sets forth the City of El Monte's policies for the awarding of contracts, including the awarding of certain low cost contracts by the City's executive staff; and

WHEREAS, the City wishes to update thresholds for the application of more formal contract award procedures for the procurement of supplies, equipment, materials, general services, public works projects and the like.

**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 3.24.050 (Formal purchasing procedures) of Chapter 3.24 (Purchasing System) of Title 3 (Revenue and Finance) of the El Monte Municipal Code is hereby amended in its entirety to state the following:

**3.24.050 Formal purchasing procedures.**

***Except as otherwise provided in this chapter, procurements subject to the formal bidding procedures of this section shall be awarded in accordance the following requirements and such additional requirements set forth under the Purchasing Procedure Manual:***

- A. Notice Inviting Bids. The Purchasing Officer shall issue a notice inviting bids for all purchases or sales subject to this section. In addition to such other requirements as may be set forth in the Purchasing Procedure Manual, such notice inviting bids shall include a general description of the supplies, materials, equipment or general services to be procured; where bid forms and specifications may be secured; and the final time and place for submitting bids.**
- B. Published Notice. Notice inviting bids shall be published at least ten (10) days before the date of opening of the bids. Such notice may be published in any one or more the following manners: (i) a recognized trade publication; (ii) an internet platform for the publication of public contract solicitations; (iii) a newspaper of general circulation in the City**

*of El Monte; and/or (iv) such other method prescribed by applicable law or under the Purchasing Procedure Manual.*

- C. Bidder's Security. When required applicable law or deemed desirable, the Purchasing Officer shall require bidders' security. If bid security is prescribed, the same type and rate of security shall be required of each bidder, and no contract may be awarded to any bidder failing to post the required bid security. The City Council may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder.***
- D. Bid Opening Procedure. Bidders shall submit sealed bids in the manner prescribed in the bid solicitation documents. Bids shall be opened in public at the time and place stated in the bid solicitation documents. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.***
- E. Rejection of Bids. In its discretion, the City Council may reject any and all bids presented, and may re-advertise for bids.***
- F. Nonresponsive Bids. If no bid, or no responsive bid, is received after inviting bids under this section, the Purchasing Officer, to the extent permitted by applicable law, may proceed to hire or have general services performed or purchase the supplies or equipment on the open market.***
- G. Award of Contracts. Except as otherwise provided under this chapter or applicable law, contracts awarded pursuant to the procedures set for under this Section, shall be awarded by the City Council to the lowest responsive and responsible bidder.***
- H. Tie Bids. If two (2) or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of re-advertising for bids, the City Council may select any one of the tie bidders in its sole and absolute discretion.***
- I. Performance Bonds and Labor and Materials Bond. Except as otherwise required under the Purchasing Procedures Manual, the Purchasing Officer may require a performance bond and/or a labors and materials bond as a condition to the city's solicitation of any bids, in such amount as the Purchasing Officer shall find reasonably necessary to protect the best interests of the city. If the Purchasing Officer requires a performance bond and/or labor and materials bond, the form and amount of the bond shall be described in the notice inviting bids.***
- J. Unlawful Evasion of Bidding Requirements. It is unlawful to split into smaller orders the purchase of supplies, equipment, materials or***

*general services for the purpose of evading the competitive bidding provisions of this section.*

**K. Written Agreements.** *All procurements subject to this section shall be made by written agreement approved as to form by the City Attorney.*

**L. Scope of Application.** *These procedures do not apply to procurements covered under Sections 3.24.075 and 3.24.080.*

**SECTION 3.** Paragraph (D) of Section 3.24.040 (General procurement procedures) of Chapter 3.24 (Purchasing System) of Title 3 (Revenue and Finance) of the El Monte Municipal Code is hereby retitled and amended in its entirety to state the following:

**D. Applicable Award Procedures:** *With respect any type of contract (including purchase orders) referenced under subsection (C) of this section, above, if the proposed not-to-exceed sum for the length of the contract or the annual estimated compensation for the contract exceeds one hundred and fifty thousand (\$150,000), the solicitation documents for such a contract may either provide (i) that the contract will be awarded to the lowest responsive and responsible bidder; or alternatively, (ii) that the contract will be awarded on the basis of some alternative methodology that takes into account multiple factors (not simply unit pricing or overall cost) to obtain the best value for the City. The procedures prescribed under paragraph (A) through (D) of this Section shall not apply to public project contracts covered by Section 3.24.080 or public projects within the meaning of Section 20161 of the Public Contracts Code.*

**SECTION 4.** Paragraph (C)(3) of Section 3.24.070 (Professional consulting services) of Chapter 3.24 (Purchasing System) of Title 3 (Revenue and Finance) of the El Monte Municipal Code is hereby amended in its entirety to state the following:

**(C)(3) Any indefinite term contract for ongoing and/or as-needed professional consulting services:**

- (i) For contracts with an actual or estimated annual compensation sum in excess of thirty thousand dollars (\$30,000) per fiscal year;**
- (ii) For contracts with an estimated annual compensation sum of thirty thousand dollars (\$30,000) or less per fiscal year, if such contract can only be terminated for cause or can only be terminated for convenience and without cause**

**upon prior notice that is greater than thirty (30) calendar days.**

**With respect to the types of professional consulting services contracts described under this subsection, above, the following subset of contracts shall be awarded following the City's issuance of a request for qualifications or proposals as provided under the Purchasing Procedures Manual, unless such requirement is waived by the City Council:**

- 1. Any contract for professional consulting services for the preparation and completion of specific, tangible deliverables or other work product and the performance of related services and tasks for sums in excess of one hundred and fifty thousand dollars (\$150,000);**
- 2. Any fixed-term contract for ongoing and/or as-needed, professional consulting services for sums of in excess of one hundred and fifty thousand dollars (\$150,000) over the term specified in the contract, inclusive of any automatic extension terms or extensions terms which may be authorized administratively without further approval by the City Council;**
- 3. Any indefinite term contract for ongoing and/or as-needed professional consulting services, for contracts with an estimated annual sum in excess of one hundred and one hundred and fifty thousand dollars (\$150,000).**

**SECTION 5.** The last sentence of paragraph (D) of Section 3.24.080 (Public projects – UPCCAA procedures) of Chapter 3.24 (Purchasing System) of Title 3 (Revenue and Finance) of the El Monte Municipal Code is hereby amended in its entirety to state the following:

***The applicable formal bidding procedures shall those set forth under Section 3.24.075 of this chapter and such other additional procedures as may be set forth under the Purchasing Procedure Manual.***

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at the regular meeting of this 1st day of September, 2020.

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Andre Quintero, Mayor  
City of El Monte

ATTEST:

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Catherine A. Eredia, City Clerk  
City of El Monte

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

I, Catherine A. Eredia, City Clerk of the City of El Monte, hereby certify that the foregoing Ordinance No. \_\_\_\_\_ was passed and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 1<sup>st</sup> day of September, 2020 and that said Ordinance was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Catherine A. Eredia, City Clerk  
City of El Monte

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF EL MONTE, CALIFORNIA APPROVING AN  
UPDATED PURCHASING POLICY AND  
PROCEDURES MANUAL**

WHEREAS, Chapter 3.24 (Purchasing System) of Title 3 (Revenue and Finance) of the El Monte Municipal Code sets forth the City of El Monte's ("City") policies for the awarding of contracts; and

WHEREAS, Chapter 3.24 references a Purchasing Policy and Procedures Manual ("Manual") in various Sections; and

WHEREAS, the City has an existing Manual which periodically needs to be updated to comply with existing law; and

WHEREAS, City Staff has prepared an updated Manual to function with Chapter 3.24 and provide a means of assuring continuity and uniformity in the City's purchasing operation, and to define the responsibilities for City purchases and contracts; and

WHEREAS, the City desires to adopt the Manual, attached hereto as Exhibit "A".

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

SECTION 1. Approval and Adoption of Manual. The City Council hereby approves the Manual attached hereto as Exhibit "A". All prior iterations of the Manual approved by prior Resolution of the City Council are hereby repealed, replaced and superseded by the Manual attached hereto as Exhibit "A".

SECTION 2. 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 \_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_ 2020 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

**EXHIBIT "A":  
PURCHASING POLICY AND PROCEDURES MANUAL**

# CITY OF EL MONTE



## PURCHASING POLICY AND PROCEDURES MANUAL

Updated June 2020

Effective     , 2020

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## **SECTION 1: PURPOSE**

*EMMC 3.24.010*

The purpose of this policy is to define the procedures governing the procurement of supplies, materials, equipment and services for City use and to comply with the provisions of applicable Federal and state law, El Monte Municipal Code (EMMC), City Ordinance(s) and overall City Policy.

California law requires all local agencies to formally adopt policies and procedures governing the acquisition of materials, supplies, equipment and services as referenced below.

*"California Government Code Section 54202: Every local agency shall adopt policies and procedures, including bidding regulations, governing purchases of supplies and equipment by the local agency. Purchases of supplies and equipment by the local agency shall be in accordance with said duly adopted policies and in accordance with all provisions of law governing same. No policy, procedure, or regulation shall be adopted which is inconsistent or in conflict with statute."*

When procuring supplies, materials, equipment and services under a Federal award, the City must follow Uniform Guidance (2 CFR) Part 200.318 (general procurement standards) through 200.326 (contract provisions).

The policies outlined here shall be adhered to by all City employees when procuring supplies, materials, equipment and services.

## **SECTION 2: RESPONSIBILITIES FOR PURCHASING**

*EMMC 3.24.020, EMMC 3.24.030*

### **A. Decentralized Procurement**

The City utilizes a decentralized procurement process in which the responsibility to determine specifications of goods or services, to solicit proper bids, and to obtain proper approvals has been designated to the departments.

Each department within this decentralized purchasing process shall be responsible for the function of procurement of suitable materials, supplies, equipment and services for their department.

All Department Heads or their designees shall have the authority to initiate purchases on behalf of their department, within the guidelines described here. Department Heads shall inform the Purchasing Division of all individuals that may

initiate purchases or prepare purchase requisitions. The Purchasing Division shall maintain a current list of all authorized purchasers. The Purchasing Division is a subdivision of the Finance Department.

#### B. Responsibilities of Purchasing Officer

Pursuant to EMMC 3.24.020(A), the Finance Director is the designated Purchasing Officer of the City. The Purchasing Officer retains the responsibility to review and examine requisitions, bid documents, and contracts. Only the Purchasing Officer will create Purchase Orders. The Finance Director may delegate this responsibility to the Finance Manager or Accounting Manager.

Purchasing Officer responsibilities include:

1. Administration of the Purchasing Policy
2. Oversee the Purchasing Division
3. Review of Purchase Requisitions
4. Creation of Purchase Orders
5. Recommend revisions to purchasing procedures when necessary and keep informed of current developments in the field of public purchasing.
6. Provide training for City staff on this policy.
7. Such other duties and responsibilities as may be set forth under Section 3.24.020(B) of the EMMC.

#### C. Responsibilities of Departments

The departments are charged with the following responsibilities in the purchasing process:

1. Enter into contractual obligations on behalf of the City for the acquisition of supplies, materials, equipment, and services necessary to support City functions in accordance with this policy manual.
2. Obtain full and open competition in accordance with prescribed policies and procedures in a manner that presents the best overall value to the City.
3. To anticipate requirements sufficiently in advance to allow adequate time to obtain goods in accordance with the best purchasing practices.
4. Identify, evaluate and utilize purchasing methods which best meet the needs of the City (e.g. cooperative purchases, blanket purchase orders, contractual agreements, purchasing cards, etc.).
5. Provide for the fair and equitable treatment of contractors
6. Coordinate contractor relations, locate sources of supply, and evaluate contractor performance.
7. Supervise the receipt and inspection of all materials, supplies, equipment and

- services purchased to ensure conformance with specifications.
8. Recommend the disposition of surplus or unused supplies, materials, equipment, and scrap through sale or other means.
  9. Notify contractors of purchase award when authorized by the Purchasing Officer.
  10. To not "split" orders for the purpose of avoiding procurement requirements.
  11. Obtain the required approvals
  12. Submit forms and adequate supporting documentation necessary in the purchase requisition.
  13. Ensure that purchases are allowable, allocable, and reasonable.

**SECTION 3: CONFLICT OF INTEREST – (2 CFR 200.318(C)(1))**

*EMMC 3.24.130*

- A. City officials, officers and employees shall discharge their duties impartially so as to assure fair competitive access to the City procurement opportunities by responsible and responsive contractors, sellers and vendors. Moreover, they shall conduct themselves in such a manner as to foster public confidence in the integrity of City procurement activities.
- B. No City official, officer or employee shall participate directly or indirectly in a City procurement when the employee knows that: (1) the official, officer or employee or any member of the official's, officer's or employee's immediate family has a financial interest pertaining to the procurement; or (2) the official, officer or employee or any member of the official's, officer's or employee's immediate family is negotiating or has an employment arrangement which is contingent upon or will be affected by the procurement.
- C. Upon discovery of an actual or potential conflict of interest, an employee shall promptly withdraw from further participation in the procurement.
- D. No City official, officer or employee shall maintain a financial interest or stake in any contract where the approval of the contract in light of such interest would cause a violation of Section 1090 of the California Government Code.
- E. No person shall offer, give or agree to give any City official, officer or employee any gratuity or offer of employment in connection with a procurement by the City.
- F. For purposes of this section, the following terms shall have the meaning set forth below:
  1. "Financial interest" means any (a) ownership of any interest or involvement in any relationship from which, or as a result of which, a person has received compensation within the past year, or is entitled to, or is currently receiving compensation; or (b) ownership, whether wholly or in part, of any property or

business; or (c) status as an officer, director, trustee, partner, employee, agent or manager of a business.

2. "Immediate family" means any spouse, child or stepchild of a City officer, official or employee. The relationship of parent to child includes both natural and adoptive relationships.
3. "Gratuity" means a gift, payment, loan, advance, deposit of money, or service, presented or promised in return for or in anticipation of favorable consideration in the contracting process.

#### **SECTION 4: GENERAL PROCUREMENT PROCEDURES FOR FEDERAL AWARDS** **– (2 CFR 200.318)**

The following are the City's general procurement procedures:

- A. The City must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. *(2 CFR Part 200.318(b))*
- B. The City shall avoid purchasing of unnecessary or duplicative items for the performance of the activities required by a federal award. *(2 CFR Part 200.318(d))*.
- C. Where appropriate, an analysis shall be made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the federal government. *(2 CFR Part 200.318(d))*. This analysis should only be made when both lease and purchase alternatives are available to the program.
- D. Purchasers are encouraged to enter into state and local inter-governmental or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. *(2 CFR Part 200.318(e))*.
- E. Purchasers are encouraged to use federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs. *(2 CFR Part 200.318(f))*. To search for federal excess and surplus property, go to "<https://www.gsa.gov>" and enter "how to purchase surplus property" in the website search field for more information.
- F. The City must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. *(2 CFR Part 200.318(h))*.
- G. The City must maintain records sufficient to detail the history of procurement, including: *(2 CFR Part 200.318(i))*.

1. Rationale for the method of procurement;
2. Selection of contract type;
3. Contractor selection or rejection; and
4. The basis for the contract price.

H. The City must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. *(2 CFR Part 200.318(k)).*

### **SECTION 5: COMPETITION FOR FEDERAL AWARDS – (2 CFR 200.319)**

In order to promote full and open competition, all procurement transactions must adhere to the following procedures:

- A. Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements in order to ensure objective contractor performance and eliminate unfair competitive advantage.
- B. The use of geographical preferences in the evaluation of bids or proposals is prohibited, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- C. All solicitations should:
  1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
  2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

D. All prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition.

E. Not preclude potential bidders from qualifying during the solicitation period.

### **Prequalified Contractors**

Pre-qualified contractors are identified through a competitive process and used for purchases in excess of the micro-purchase limit. Departments will develop a list of approved contractors that can be used throughout the year. The process to identify an approved contractor is as follows.

A. Develop a list of similar, commonly-purchased items that can be acquired from a single contractor.

B. Obtain 3 quotes.

C. Compare the quotes.

D. The contractors with lowest prices, including shipping, will be approved for use during the year.

E. This process could result in multiple approved contractors if the prices are within five percent 5% of each other.

This process should be repeated annually, with the approved list produced by **July 15**. Contractors may be added throughout the year, but all contractors will be reevaluated July 1.

**SECTION 6: PROCUREMENT METHODS FOR FEDERAL AWARDS – (2 CFR 200.320)**

The City must use one of the following methods of procurement for Federal awards.

Method	Amount	Requirements
1. Micro-purchase	Not to exceed \$3,500*	No quotations required if price is reasonable.  To the extent practicable, must distribute micro-purchases equitably among qualified suppliers.
2. Small purchase	Up to \$150,000**	Quotations must be obtained from an adequate number of qualified sources.  The City's policy is to obtain three (3) quotes.
3. Sealed bids (formal advertising)	>\$150,000	Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price.  Refer to 2 CFR Part 200.320 (c) for additional requirements.
4. Competitive proposals	>\$150,000	It is generally used when conditions are not appropriate for the use of sealed bids.  Proposals must be solicited from an adequate number of qualified sources.  Refer to 2 CFR Part 200.320 (d) for additional requirements.
5. Sole source	Available for procurements of any dollar amount.	Used only when one (1) or more of the following circumstances apply: (1) The item is available only from a single source ; (Refer to Section 17) (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation; (3) The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request; or (4) After solicitation of a number of sources, competition is determined inadequate.  for the

\*The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions). The definition in 48 CFR Subpart 2.1 as of June 2020 is \$3,500, except:

- (1) For acquisitions of construction subject to 40 U.S.C. chapter 31, subchapter IV, Wage Rate Requirements (Construction), \$2,000;
- (2) For acquisitions of services subject to 41 U.S.C. chapter 67, Service Contract Labor Standards, \$2,500; and,
- (3) For acquisitions of supplies or services that, as determined by the head of the agency, are to be used to support a contingency operation; to facilitate defense against or recovery from cyber, nuclear, biological, chemical or radiological attack; to support a request from the Secretary of State or the Administrator of the United States Agency for International Development to facilitate provision of international disaster assistance pursuant to 22 U.S.C. 2292 *et seq.*; or to support response to an emergency or major disaster (42 U.S.C. 5122), as described in 13.201(g)(1), except for construction subject to 40 U.S.C. chapter 31, subchapter IV, Wage Rate Requirements (Construction) (41 U.S.C. 1903).
  - (i) \$20,000 in the case of any contract to be awarded and performed, or purchase to be made, inside the United States; and,
  - (ii) \$30,000 in the case of any contract to be awarded and performed, or purchase to be made, outside the United States.

\*\*The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. Simplified acquisition threshold means \$150,000, except for:

- (1) Acquisitions of supplies or services that, as determined by the head of the agency, are to be used to support a contingency operation; to facilitate defense against or recovery from cyber, nuclear, biological, chemical, or radiological attack; to support a request from the Secretary of State or the Administrator of the United States Agency for International Development to facilitate provision of international disaster assistance pursuant to 22 U.S.C. 2292 *et seq.*; or to support response to an emergency or major disaster (42 U.S.C. 5122), (41 U.S.C. 1903), the term means:
  - (i) \$750,000 for any contract to be awarded and performed, or purchase to be made, inside the United States; and
  - (ii) \$1.5 million for any contract to be awarded and performed, or purchase to be made, outside the United States; and
- (2) Acquisitions of supplies or services that, as determined by the head of the agency, are to be used to support a humanitarian or peacekeeping operation (10 U.S.C. 2302), the term means \$300,000 for any contract to be awarded and performed, or purchase to be made, outside the United States.

**SECTION 7: CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS FOR FEDERAL AWARDS – (2 CFR 200.321)**

The City must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Therefore, the following steps shall be taken:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,
- F. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

The City defines small businesses consistent with the definition in Title 13 of the Code of Federal Regulations. The size of the small business is tied to revenue and is specific to the category or subcategory of the business enterprise.

The City defines minority businesses as those that are at least fifty-one percent (51%) owned by such individuals or, in the case of a publicly-owned business, at least fifty-one percent (51%) of the stock is owned by one or more such individuals, *i.e.* the management and daily operations are controlled by those minority group members. Minority group members are United States citizens who are Asian, Black, Hispanic and Native American.

The City defines women's business enterprises as businesses with women ownership share of at least fifty-one percent (51%).

A Labor Surplus Area (LSA) is designated by the US Department of Labor (DOL). An

LSA is a civil jurisdiction that has a civilian average annual unemployment rate during the previous two (2) calendar years of 20 percent (20%) or more above the average annual civilian unemployment rate for all states (including Puerto Rico) during the same 24-month reference period. A list of labor surplus areas can be found at this link <https://www.dol.gov/agencies/eta/lisa>.

**SECTION 8: CONTRACT COST AND PRICE FOR FEDERAL AWARDS – (2 CFR 200.323)**

- A. The City must perform a cost or price analysis in connection with every procurement action in excess of the \$150,000 Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the City must make independent estimates before receiving bids or proposals.
- B. The City must negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- C. Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the City under 2 CFR 200 Subpart E- Cost Principles.
- D. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

**SECTION 9: REVIEW AND AUDIT FOR FEDERAL AWARDS – (2 CFR 200.324)**

Compliance with this policy is subject to review or audit at any time. The City must make available, upon request, all procurement documents to the granting agency or pass-through entity and auditors. It is the responsibility of the department initiating the purchase to maintain procurement documents such as such as requests for proposals or invitations for bids, independent cost estimates, bidding documents, contracts, sole source forms, change orders, and authorization signatures.

All staff members with the authority to approve purchases will receive a copy of, and be familiar with, 2 CFR Part 200.400 – 475, Cost Principles.

**SECTION 10: BONDING REQUIREMENTS FOR FEDERAL AWARDS –  
(2 CFR 200.325)**

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold of \$150,000, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the City provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- A. A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the contractor for one hundred percent (100%) of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.
- C. A performance bond on the part of the contractor for one hundred percent (100%) of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.
- D. A payment bond on the part of the contractor for one hundred percent (100%) of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**SECTION 11: CONTRACT PROVISIONS FOR FEDERAL AWARDS– (2 CFR 200.326)**

All contracts made by the City under the Federal award requirements must contain provisions covering the following, as applicable:

- A. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate
- B. Termination for cause and for convenience
- C. Equal Employment Opportunity

- D. Davis-Bacon Act
- E. Contract Work Hours and Safety Standards Act
- F. Rights to Inventions Made Under a Contract or Agreement
- G. Clean Air Act
- H. Debarment and Suspension
- I. Byrd Anti-Lobbying Amendment

Debarment and Suspension - A list of excluded parties can be found at [www.sam.gov](http://www.sam.gov). Note that some federal grants require evidence that a search for debarment or suspension status was completed for every purchase.

For in- depth discussion of these contract provisions, refer to 2 CFR Part 200 Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards accessible online at <https://www.ecfr.gov>.

**SECTION 12: CONTRACT ADMINISTRATION FOR FEDERAL AWARDS – (2 CFR 200.318 (b))**

The City is required to have policies and procedures on contract administration. Therefore, all contract managers will adhere to the following procedures.

- A. Contract administration files shall be maintained:
  - 1. For each contract greater than \$15,000, a separate file shall be maintained.
  - 2. For contracts equal or less than \$15,000, contract records may be combined in a single file by grant or other funding source.
- B. Contract administration files shall contain:
  - 1. The required documentation specified in the Purchasing Guidelines Table, set forth in the Appendix, for the original scope of work and for all amendments.
  - 2. Where the contract work is identified in the grant award or budget, the identification and scope of the work contained in the award or budget, and all approved changes.
- C. Authorization of work:
  - 1. No work shall be authorized until the contract for the work has been approved and fully executed.

2. No change in the work shall be authorized until an amendment to the contract for the work has been approved and fully executed.
  3. No amendment of a contract for work shall be executed until it has been approved and authorized as required in the Purchasing Guidelines Table set forth in the Appendix and, where required by the terms of the grant award or budget, approval by the funding source.
- D. Conformance of work:
1. For each grant award, based on applicable laws, regulations and grant provisions, the Program Manager shall establish and maintain a system to reasonably assure that the contractor:
    - i. Is in conformance with the terms, conditions, and specifications of the contract, and
    - ii. Provides timely follow-up of all purchases to assure such conformance and adequate documentation.
- E. The Program Manager will authorize payment of invoices to contracts after final approval of work products.

**SECTION 13: INFORMAL BIDDING PROCEDURES**

*EMMC 3.24.040*

**Procurement of supplies, materials, equipment and general services:**

<b>Amount</b>	<b>Required Approval</b>	<b>Required Solicitation</b>	<b>Required Documentation</b>
≤ \$3,500	Department Head	No solicitation required if the price is reasonable.  To the extent practicable, must distribute micro-purchases equitably among qualified suppliers	<ul style="list-style-type: none"> <li>• Invoice; no PO or contract required</li> </ul>
\$3,501 to \$5,000	Department Head	3 quotes (verbal or written)	<ul style="list-style-type: none"> <li>• PO or contract</li> <li>• Summary of requisition</li> <li>• Copy of quotes (if written)</li> </ul>
\$5,001 to \$15,000	Department Head	3 written quotes	<ul style="list-style-type: none"> <li>• PO or contract</li> <li>• Summary of requisition</li> <li>• Copy of quotes</li> </ul>
\$15,001 to \$30,000*  *increased to \$50,000 for capital improvement project	City Manager	3 written quotes	<ul style="list-style-type: none"> <li>• PO or contract</li> <li>• Summary of requisition</li> <li>• Copy of quotes</li> <li>• City Manager approval</li> </ul>
\$30,001 to \$150,000	City Council	3 written quotes	<ul style="list-style-type: none"> <li>• PO or contract</li> <li>• Summary of requisition</li> <li>• Copy of quotes</li> <li>• Staff report</li> <li>• City Council approval</li> </ul>

Quotes must be current and should be obtained at least within six (6) months before submitting the requisition.

**Follow-Up Approval for Contracts that Exceed Original Limits:**

If a contract originally approved by a Department Head or the City Manager later requires authorization for additional expenditures or costs that, if included as part of the original contract, would have exceeded the Department Head's or City Manager's contract approval authority, any amendment(s) authorizing such additional expenditures or costs shall be:

- (i) approved by the City Manager if the additional expenditures and costs, had they been included in the original contract, would have still been within the City Manager's approval authority; or
- (ii) approved by the City Council if the additional expenditures and costs, had they been included in the original contract, would have exceeded the City Manager's approval authority.

**Miscellaneous Form and Content Requirements:**

All purchase orders must be made using printed forms that have been pre-approved by the City Manager and/or the City Council or on such other forms that have been approved as to form by the City Attorney.

All contracts (other than purchase orders) must be made in writing and approved as to form by the City Attorney.

During any given fiscal year, procurements of identical supplies, equipment, materials or general services may not be broken-up into multiple procurements for the purpose of evading the more approval requirements of this Section, above. The City Council reserves the right to disapprove any purchases, engagements or other procurements placed with such intent where it is determined that the accountability and expenditure control benefits of complying with the more stringent approval requirements outweigh the immediate convenience of avoiding such requirements or where such action runs contrary to the spirit of fiscal accountability which is the underlying objective of this chapter.

**City Attorney Review:**

All contracts required under this section must be submitted to and approved by the appropriate authorizing officer or body and the City Attorney before being presented to the vendor or general services provider as the City's propose instrument. Purchase orders do not need to be approved by the City Attorney.

**SECTION 14: FORMAL BIDDING PROCEDURES**

*EMMC 3.24.050*

**Procurement of supplies, materials, equipment and general services:**

<b>Amount</b>	<b>Required Approval</b>	<b>Required Solicitation</b>	<b>Required Documentation</b>
> \$150,000	City Council	Formal bid	<ul style="list-style-type: none"><li>• Contract</li><li>• Summary of requisition</li><li>• Notice inviting bid</li><li>• Copy of bids</li><li>• Staff report</li><li>• City Council approval</li></ul>

To initiate formal bid process, the department making the request shall provide specifications for the item to be purchased and documentation showing the existence of an unencumbered appropriation for the item in the current approved budget. The requesting department shall solicit formal bids as prescribed by the procedures below.

- A. Procurements Exceeding \$150,000. The procurement of supplies, materials, equipment, or general services shall be awarded to the lowest responsive and responsible bidder. All procurements subject to formal bid shall be made by written agreement approved as to form by the City Attorney.
- B. Notice Inviting Bids. The department shall issue a notice inviting bids which shall include a general description of the supplies, materials, equipment, or general services to be procured; where bid forms and specifications may be secured; and the final time and place for submitting bids.
- C. Published Notice. Notice inviting bids shall be published at least ten (10) days before the date of opening of the bids. Notice shall be published at least once in a newspaper of general circulation printed and published in the City, or if there is none it shall be posted in at least three (3) public places in the City that have been designated by the City Council by resolution as the places for posting public notices.
- D. Bidders' List. The department shall solicit sealed bids from all responsible prospective suppliers whose names are on the bidders' list or who have requested their names to be added thereto.
- E. Bidder's Security. When deemed necessary, the department shall require bidder's security. If bid security is prescribed, the same type and rate of security shall be required of each bidder, and no contract may be awarded to any bidder failing to post the required bid security. Bidders are entitled to the return of bid security upon execution of the contract or within twenty-one (21) calendar days following the re-advertisement of bids; provided, that a successful bidder forfeits the bidder's bid

security upon refusal or failure to execute the contract within ten (10) calendar days after the notice of award of contract has been mailed, unless the City is responsible for the delay. The City Council may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsive and responsible bidder. If the Council awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the City to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder within twenty-one (21) days from the date the contract is executed by the next lowest bidder.

- F. Bid Opening Procedure. Bidders shall submit sealed bids to the department and shall specifically identify them as bids on the envelope. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.
- G. Rejection of Bids. In its discretion, the City Council may reject any and all bids presented, and may re-advertise for bids.
- H. Nonresponsive Bids. If no bid, or no responsive bid, is received after inviting bids under this section, the department may proceed to hire or have general services performed or purchase the supplies or equipment on the open market.
- I. Award of Contracts. Contracts shall be awarded by the City Council to the lowest responsive and responsible bidder. In determining the lowest responsive and responsible bidder, the following shall be taken into account:
  - The quality, suitability and efficiency of the item or service offered and its conformity with the specifications.
  - The delivery, discount terms, local vendor preference, and all other conditions submitted in the bid.

The reputation of the equipment, the service reputation of the seller and all information and data required to prove the responsibility of the supplier.

- J. Tie Bids. If two (2) or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of re-advertising for bids, the City Council may select any one of the tie bidders in its sole and absolute discretion.
- K. Performance Bonds. The requesting department has the authority to require a performance bond as a condition to the City's solicitation of any bids, in such amount as the requesting department shall find reasonably necessary to protect the best interests of the City. If the bid requires a performance bond, the form and amount of

the bond shall be described in the notice inviting bids.

- L. Unlawful Evasion of Bidding Requirements. It is unlawful to split into smaller orders the purchase of supplies, equipment, materials or general services for the purpose of evading the competitive bidding provisions.

## **SECTION 15: EXEMPTIONS FROM COMPETITIVE BIDDING PROCEDURES**

*EMMC 3.24.060*

The following procurements are exempt from competitive bidding requirements:

- A. Single-Source or Sole-Source Procurements. An item or service shall be considered single-source or sole-source if such item or service is essentially unique and can only be met solely by a single patented, copyrighted or proprietary article or process available from a single or sole source. Examples of acceptable sole source purchases are:

- equipment for which there is no comparable competitive product,
- a component or replacement part for which there is no commercially available substitution and which can be obtained only from the manufacturer, or
- an item where compatibility with supplies, equipment, materials, general services or processes already in use by the City is the overriding consideration.

The facts and circumstances justifying the purchase from a single source must be documented.

- B. Cooperative purchases (or piggyback purchases) where such purchases:

- have already been made using the competitive bidding procedures of another public agency; or
- are conducted in accordance with the procedures of the California Multiple Award Schedules Program (the "CMAS Program"), the U.S. General Services Administration, the United States Communities Government Purchasing Alliance or any similar cooperative purchasing program.
- In order to qualify as a cooperative purchase exempt from the formal competitive bidding requirements of this chapter, the cost or unit price of the supplies, materials, equipment or general services procured must be equal to or less than the price paid by the public agency, organization or association with whom the cooperative purchase is made.

- C. The purchase of items for which there is no competitive market such as:

- memberships in professional organizations or industry organizations;
- registration fees for conferences, meetings or other like business- related

events; or

- subscriptions to professional or trade journals and/or periodicals.

D. Emergency Procurements or Supplies, Materials, Equipment or General Services.

To qualify as an emergency procurement exempt from the formal competitive bidding requirements, the procurement must be made for the purpose of responding to an "emergency" within the meaning of Section 1102 of the California Public Contract Code. All emergency procurements shall be conducted in accordance with the procedures set forth under Section 22050 of the California Public Contract Code.

E. Professional services. The City Council may waive any requirement for the solicitation of multiple quotes where it is determined to be in the best interests of the City to forego the solicitation of multiple quotes.

F. Any procurement of supplies, materials, equipment or general services, in which the city council shall find, by resolution adopted by not less than four-fifths (4/5) of its members, that such procurement may be more economically and efficiently effected through the use of an alternate transactional process or alternate procurement procedure. This exception may not be applied to public projects which are subject to mandatory competitive bidding under applicable State law or any mandated informal bidding authorized under the Uniform Public Construction Cost Accounting Act.

## **SECTION 16: PROFESSIONAL SERVICES**

*EMMC 3.24.070*

The term "professional services" means services rendered by persons or entities on an independent contractor basis where the service or function rendered is of an analytical nature; or where such services or functions essentially consist of the rendering of advice and opinion; and/or the exercise of judgment all based on the educational training, experience or specialized expertise of the person(s) rendering the advice and opinion or exercising judgment. The term "professional services" does not include services rendered by a natural person pursuant to a direct employment arrangement, employment contract, collective bargaining agreement or collective bargaining memorandum of understanding.

Professional Services - Any type of special service or advice in financial, economic, accounting, engineering, legal or administrative matters by persons specially trained and experienced and competent to perform the special services required (Gov't Code§ 53060).

Examples of professional service providers include accountants, actuaries, architects,

attorneys, engineers, educational trainers, financial advisors, surveyors, etc. Depending upon the trade, these individuals may or may not hold professional licenses.

**Procurement of professional services:**

<b>Amount</b>	<b>Required Approval</b>	<b>Required Solicitation</b>	<b>Required Documentation</b>
≤ \$3,500	Department Head	No solicitation required if the price is reasonable.	<ul style="list-style-type: none"> <li>• Invoice; no PO or contract required</li> </ul>
\$3,501 to \$5,000	Department Head	3 quotes (verbal or written)	<ul style="list-style-type: none"> <li>• PO or Contract</li> <li>• Summary of requisition</li> <li>• Copy of quotes (if written)</li> </ul>
\$5,001 to \$15,000	Department Head	3 written quotes	<ul style="list-style-type: none"> <li>• PO or Contract</li> <li>• Summary of requisition</li> <li>• Copy of quotes</li> </ul>
\$15,001 to \$30,000*  *increased to \$50,000 for capital improvement project	City Manager	3 written quotes	<ul style="list-style-type: none"> <li>• Contract</li> <li>• Summary of requisition</li> <li>• Copy of quotes</li> <li>• City Manager approval</li> </ul>
\$30,001 to \$150,000	City Council	3 written quotes	<ul style="list-style-type: none"> <li>• Contract</li> <li>• Summary of requisition</li> <li>• Copy of quotes</li> <li>• Staff report</li> <li>• City Council approval</li> </ul>
> \$150,000	City Council	Request For Proposal (RFP), Request for Qualification (RFQ)	<ul style="list-style-type: none"> <li>• Contract</li> <li>• Summary of requisition</li> <li>• RFQ/RFP</li> <li>• Copy of Qualifications or Proposals</li> <li>• Staff report</li> <li>• City Council approval</li> </ul>

A. Professional services over \$150,000 shall be awarded following the City's issuance of a request for qualifications or proposals.

B. Professional Services Contracts shall be awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Professional services are generally retained considering

technical factors (such as qualifications and experience), price and other factors such as the ability to meet the City's time schedule(s) for the project.

- C. Professional firms may be retained on a continuing basis to provide professional services. The Department Head, with the approval of the City Manager, may contract on a project-by-project or on a retainer basis for additional work/services without going through the RFP and selection process. At least every three (3) years these arrangements shall be reviewed, and every effort shall be made to receive proposals from at least three (3) consultants to perform the same services. This is to ensure the City is receiving the best value in their services.

**SECTION 17: PUBLIC PROJECTS – GENERAL COMPETITIVE BIDDING PROCEDURES**

*EMMC Section 3.24.075*

- A. Contracts for public projects which exceed five thousand dollars (\$5,000), the expenditure limit of Section 20162 of the California Public Contract Code, shall be let by a process of formal competitive bidding, except for public project contracts awarded in compliance with Section 17 (Public projects - UPCCAA procedures).

Public project per Section 20161 of the Public Contracts Code means:

1. A project for the erection, improvement, painting, or repair of public buildings and works.
2. Work in or about streams, bays, waterfronts, embankments, or other work for protection against overflow.
3. Street or sewer work except maintenance or repair.
4. Furnishing supplies or materials for any such project, including maintenance or repair of streets or sewers.

- B. Formal Bidding Procedures for Public Projects as defined above:

1. Notices inviting sealed bids shall be published at least twice, not less than five (5) days apart, the first time being no less than twenty-one (21) calendar days before the date of the opening of the bids.
2. Notices inviting bids shall include a description of the public project, state where bid forms and specifications may be obtained, and the time, date and place for the opening of bids.
3. When required by law or as otherwise deemed necessary by the requesting department, bidder's security may be prescribed in the public notice inviting bids. Bidders shall be entitled to return of bid security; provided, however, that a successful bidder shall forfeit the bid security upon the bidder's refusal or failure to execute the contract within ten (10) calendar days after the

notice of award of contract has been issued by the City. The City Council may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsive and responsible bidder. If the City Council awards the contract to the next lowest responsive and responsible bidder, the amount of the lowest bidder's security shall be applied by the City to the contract price differential between the lowest bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder. If the City Council rejects all bids presented, due to the failure of the successful bidder to execute the contract, and re-advertises, the amount of the lowest bidder's security may be used to offset the cost of receiving new bids and the surplus, if any, shall be returned to the lowest bidder.

4. Sealed bids together with bidder's security shall be submitted to the Public Works Director or designee. The bid shall be so identified on the envelope. Bids shall be opened in public at the date, time and place stated in the public notices inviting the bids. Any bid received after the scheduled time of the bid opening shall be returned to the bidder unopened. A tabulation of all bids received shall be available for public inspection during regular business hours.
  5. Public projects shall require the execution of a written agreement.
  6. At its sole discretion, the City Council may reject any and all bids presented and re-advertise for bids pursuant to the procedure prescribed above. In the event no bids are received, or all bids are rejected, the City Council may, in accordance with Public Contracts Code Section 20167, and any amendments thereto, direct the Public Works Director or designee to proceed pursuant to paragraphs relating to open market procedure or competitive negotiations.
  7. The City shall have authority to require performance and labor and materials security before entering into and executing a contract in such amount as it finds reasonably necessary to protect the best interests of the City. If the City requires security, the form and the amount of the security shall be described in the notice inviting bids. The notice inviting bids may provide that security may be posted in the form of a surety bond or such other security.
- C. Following the award of a public project contract, such contract may be amended by the issuance of a change order, provided the change which is the subject of the change order is reasonably related to the scope of the original contract. Unless a lower limit has been set by the terms of the City's bid solicitation documents, applicable law or the City Council, the City Manager is authorized to approve and execute the following change orders for public project contracts awarded pursuant to this section without City Council approval:

- (i) Any change order which results in the total contract price of fifty thousand dollars (\$50,000.00) or less; and
- (ii) Any change order which results in a total contract price not to exceed ten percent (10%) of the original contract price.

Any change order for contracts which results in a total contract price in excess of ten percent (10%) of the original contract price must be approved by the City Council.

## **SECTION 18: PUBLIC PROJECTS – UPCCAA PROCEDURES**

*EMMC Section 3.24.080*

- A. Work or services which fall with the definition of the term "public project" as defined under Section 22002 of the California Public Contract Code shall be let in accordance with the procedures set forth under Uniform Public Construction Cost Accounting Act (UPCCAA) codified under the California Public Contract Code, Section 22000 *et seq.* (hereinafter, the "Act"). The City of El Monte initially adopted the Act as its procedures for the procurement of work or services which fall within the definition of the term "public project" in 2004 by way of El Monte City Council Ordinance No. 2614.

Public project per Section 22002 of the Public Contract Code means any of the following:

1. Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility\*.
2. Painting or repainting of any publicly owned, leased, or operated facility\*.
3. In the case of a publicly owned utility system, "public project" shall include only the construction, erection, improvement, or repair of dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

\*Facility means any plant, building, structure, ground facility, utility system, subject to the limitation found in paragraph (3), real property, streets and highways, or other public work improvement.

Public project" does not include maintenance work. For purposes of this section, "maintenance work" includes all of the following:

1. Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.

2. Minor repainting.
3. Resurfacing of streets and highways at less than one (1) inch.
4. Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
5. Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

B. Pursuant to Section 22032(a) – Section 22032(c) of the California Public Contract Code, work or services which qualify as a "public project" within the meaning of the Act should be performed by:

Amount	Required solicitation
\$60,000 or less	by force account, by negotiated contract, or by purchase order.
\$200,000 or less	contract by informal bidding procedures set forth under Section 22034
More than \$200,000	contract by formal bidding procedure

C. Informal bidding procedures includes the following:

1. A list of contractors shall be developed and maintained in accordance with the provision of Section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission. At least once per calendar year, the City shall establish a new list or update its existing list of qualified contractors.
2. A notice inviting informal bids shall be mailed to either all contractors on the qualified contractors list maintained and/or all required construction trade journals designated for the City under Section 22036 of the Public Contract Code for the category of work or services to be bid no less than ten (10) days prior to the bid due date. Additional contractors and/or construction trade journals may be notified at the discretion of the City Manager or the City department or division authorized by the City Manager to solicit bids, provided however:
  - (a) If there is no list of qualified contractors maintained by the City of El Monte for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the Commission.

(b) if the work, product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

3. The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.

4. If all bids received are in excess of two hundred thousand dollars (\$200,000), the City Council may, by adoption of a resolution by a four-fifths vote, award the contract, at two hundred twelve thousand five hundred dollars (\$212,500) or less, to the lowest responsible bidder, if it determines the cost estimate of the City was reasonable.

D. Minimum criteria for development and maintenance of the contractors list determined by the California Uniform Construction Cost Accounting Commission.

Source: [https://www.sco.ca.gov/ard\\_cuccac.html](https://www.sco.ca.gov/ard_cuccac.html)

1. At least once per calendar year, the City will update its existing list of qualified contractors by mailing, faxing, or emailing written notice to all construction trade journals designated for the City. The notice shall invite all licensed contractors to submit the name of their firm to the City for inclusion on the City's list of qualified bidders.

2. The notice shall require that the contractor provide:

- The name and address to which a Notice to Contractors or Proposal should be mailed, faxed, or emailed;
- A phone number at which the contractor may be reached;
- The type of work in which the contractor is interested and currently licensed to do (earthwork, pipelines, electrical, painting, general building, etc.);
- The class of contractor's license(s) held; and
- The contractor license number(s).

3. The list must include, at the minimum, all contractors who have properly provided the City with the information required under #2 above in response to the written notice.

4. A contractor may have his or her firm added to the City's contractors list at any time by providing the required information.

E. Delegation of Award of Public Project Awards under the UPCCAA. The City Council may delegate the authority to award informal contracts to the Public Works Director, City Manager, Purchasing Agent, or other appropriate person. The City

Council has delegated approval of the following public project awards to the designated individual or body pursuant to EMMC 3.24.080:

Amount	Approval Required
\$15,000 or less	Department Head
\$15,001 to \$49,999	City Manager
\$50,000 or more	City Council

**SECTION 19: DISPOSITION OF SURPLUS AND/OR OBSOLETE PROPERTY**

*EMMC Section 3.24.090*

- A. Each City department or division shall identify supplies, materials and equipment which are no longer used or which have become obsolete or worn out.
- B. The Department Head shall have authority to sell or otherwise dispose of all supplies, materials and equipment which cannot be used by any department or division, or which have become unsuitable for City use. The Department may also exchange the same for, or trade in the same on, new supplies, materials and/or equipment.
- C. Disposition of surplus and/or obsolete items may include some form of recycling or reuse such as donation to public bodies, charitable, civic or nonprofit organizations and may include City property which has no commercial value or for which the estimated cost of continued care, handling, maintenance or storage would exceed the estimated proceeds of sale. Sales procedures may include negotiated sales, acceptance of sealed bids or public auction. Services of a paid auctioneer may be used, as appropriate.
- D. A Disposition or Transfer of City Property form shall be completed by the department and approved by the City Manager for each surplus property item. City Council approval is needed for the disposition of supplies, materials or equipment when the total estimated value exceeds ten thousand dollars (\$10,000.00). The department shall provide a copy of the Disposition or Transfer of City Property form to the Finance Department.
- E. Proceeds from the sale or trade-in of surplus property shall be returned to the appropriate fund.

**SECTION 20: AVAILABILITY OF FUNDS**

*EMMC 3.24.100*

The Finance Department shall not issue any purchase orders for supplies, materials, equipment or services in excess of one thousand dollars (\$1,000.00) unless there exists an unencumbered amount in the current fiscal budget against which said purchase is to be, or may be, charged.

**SECTION 21: PURCHASE AWARDS TO CITY BUSINESSES**

*EMMC 3.24.110*

Local preference is desirable because of its ability to stimulate the local economy, generate jobs and spur further investment into the community. As set forth in this section, the City shall strive to give preference to businesses located within the City of El Monte. All other procurement factors being equal, if the cost differential or unit price difference between an item or service provided by a business located in the City of El Monte is no greater than one percent of the cost or unit price quoted by a non-City business, the procurement may be awarded to the El Monte business under the rationale that the City will recoup at least one and half percent (1.50%) of the cost of the transaction in the form of sales taxes.

**SECTION 22: UNAUTHORIZED PROCUREMENTS**

*EMMC 3.24.120*

- A. Any procurement of supplies, materials, equipment or services made in violation of the procedures set forth under EMMC Section 3.24.120 or under this Purchasing Policy and Procedures Manual shall be void and not considered an obligation of the City.
- B. Invoices issued without an authorized purchase order may be returned to the contractor or service provider unpaid. The person making the unauthorized purchase may also be held personally liable for the costs of the purchase or contract.
- C. With respect to procurements authorized via purchase order, such purchase orders shall be issued prior to ordering supplies, equipment, materials or general services and not "after the fact" for work already performed or materials already supplied.

**SECTION 23: CONTRACTOR RELATIONS**

It is to the City's advantage to promote and maintain good relations with contractors. The Purchasing Division and all departments shall conduct their dealings with contractors in a professional manner and shall promote equal opportunity and demonstrate fairness, integrity, and courtesy in all contractor relations.

## **SECTION 24: REQUISITION AND PURCHASE ORDER**

### **Requisition**

A requisition is a method of communicating the needs of the requesting department to the Purchasing Division when a demand for supplies, materials, equipment, or services exists.

Requisitions can be submitted to the Purchasing Division in the following forms; paper requisition form or electronic requisition. Requisitions in any form must contain the required information.

A complete requisition form will have all the required information and approved by the Department Head. Additional approval by the City Manager is required for requisitions above \$15,000, except when the City Council approved the purchase.

If the City Council has approved the purchase, the requisition will not require additional signature beyond the Department Head. A copy of the approved staff report must be attached to the requisition.

Requisition forms will be reviewed by the Purchasing Division. Incomplete or incorrect requisition forms will be returned to the requestor for correction.

### **Purchase Order**

A purchase order (PO) is generated in response to a requisition as a written confirmation of an order and as a contract between the supplier and the City. POs are computer generated and can only be created by the Purchasing Division and approved by the Finance Director.

PO is a written authorization from the City to a specific contractor to deliver specific goods or services at a pre-determined price, quantity, and/or length of time. The assignment of a purchase order number (PO #) and the signature of the Finance Director is evidence of authorization to proceed with the purchase.

Purchase orders are:

- Used to document that the purchase is allowable, necessary and allocable, and to document approval of purchase
- Used to give a contractor approval to sell to the City
- Used to control expenditures
- Issued and approved prior to the purchase

Departments are encouraged to consider utilizing a yearly purchase order for repetitive purchases made on a regular basis throughout the year. This eliminates the need for issuing numerous requisitions.

A purchase order or contract is necessary for all purchases in excess of \$3,500.

### ***Purchase Order Exemptions***

A purchase order is not required for the following types of purchases. The department should submit the invoice and payment request to Accounts Payable. Departments are responsible for ensuring that all procurements without purchase order have sufficient budgets. In addition, all applicable purchasing policies must continue to be adhered to.

- advertising & publications/marketing/notices
- bank service charges
- debt service payments
- donations/contributions
- grants, loans, pass-through payments
- insurance claims and premiums
- medical payments (physicians, lab, etc.)
- membership dues
- permits, assessments, and taxes
- postage/courier/delivery
- periodic renewals, maintenance fees, and other charges associated with software licenses or systems already in use by the City (example: Eden system)
- real property/easement acquisition
- subscriptions
- trade circulars or books
- utility payments (Gas/Electricity, Telephone/Internet/Cable, Water)
- payments to other government agencies
- payments made through
  - petty cash
  - reimbursements
  - procurement card
  - store accounts (example: staples business advantage)

Refer to the separate policy and procedures for Petty Cash, Reimbursements, and Procurement Card.

When the purchase order has been approved, an electronic copy of the purchase order will be kept by Purchasing Division. A hard copy of the purchase order is distributed to the following:

- Requesting department
- Receiving department
- Contractor

If the user department determines a purchase order needs to be cancelled, a change order request should be submitted to the Purchasing Division.

### ***Insurance Certificate and Executed Agreement***

Services involving the performance of work on City property shall not be procured unless there is a fully executed agreement for the work and the contractor has current insurance certificates and endorsements. It is the responsibility of the department requesting the services to ensure compliance on this requirement. Failure to secure executed agreements and proper insurance and endorsements for services performed on City property renders the City unprotected against any subsequent claims by contractors. See the insurance section of the agreement to be used for general insurance requirements. Any deviation from these requirements must be coordinated with the Purchasing Officer and final approval authority rests with the Risk Management Division.

### ***Business License***

Contractors must have an active business license. It is the responsibility of the requesting Department to ensure compliance on this requirement.

### **SECTION 25: BLANKET PURCHASE ORDER**

A blanket purchase order is issued to selected contractors, on an annual basis, by the Purchasing Division for use by City departments to procure repetitive, high volume, low dollar value items on a continuous basis.

At the beginning of the fiscal year, Purchasing makes arrangements with certain contractors to have open accounts for use by all City departments. A listing of those contractors who have been issued blanket purchase orders is provided by the Purchasing Division. The blanket order states the products or services available and the terms and conditions of the purchase.

The intent of this procedure is to authorize a process through which departments may purchase, with minimum administration and cost to acquire operating supplies in a Just in Time or repetitive basis.

1. Blanket purchase orders shall be limited to the assigned value to the blanket

- purchase order
2. Material requirements will not be broken up in order to procure them by blanket purchase order
  3. No purchases shall be made by blanket purchase order unless there are unencumbered monies in the fund which the purchase is to be charged.
  4. Blanket purchase orders will be issued by the Purchasing Division, after negotiating the terms and conditions with the contractor, for a period of one (1) year.
  5. The Purchasing Officer will approve all blanket purchase orders.
  6. While blanket purchase orders are generated and negotiated by Purchasing, departments are encouraged to request adding or deleting vendors.

**SECTION 26: CHANGE ORDER**

**Non-Public Projects**

If a contract or purchase order originally approved by a Department Head or the City Manager later requires authorization for additional expenditures or costs that, if included as part of the original contract, would have exceeded the Department Head’s or City Manager’s contract approval authority, any amendment(s) authorizing such additional expenditures or costs shall be:

- (i) approved by the City Manager if the additional expenditures and costs, had they been included in the original contract, would have still been within the City Manager’s approval authority; or
- (ii) approved by the City Council if as the additional expenditures and costs, had they been included in the original contract, would have exceeded the City Manager’s approval authority.

**Public Projects**

Following the award of a public project contract, such contract may be amended by the issuance of a change order, provided the change which is the subject of the change order is reasonably related to the scope of the original contract.

Change orders for public projects are subject to the following authorization:

Authorization	Limit
City Manager	(i) Any change order which results in the total contract price of fifty thousand dollars (\$50,000.00) or less; and (ii) 10% or less of the original contract price.
City Council	In excess of 10% of the original contract price

## **SECTION 27: CREDIT CARD USAGE**

Under certain circumstances, the use of a City credit card may be the most appropriate method for certain purchases. The following policies and procedures are established to insure internal control and timely payment of charges.

- A. City credit cards will be signed out on an as-needed basis to staff at the sole discretion of the Purchasing Officer or the appointed designee, in accordance with internal control procedures. Failure to comply with established procedures may result in discontinuance of use by the employee/department.
- B. City credit cards shall be available to staff for the conduct of official City business, included, but not limited to the following purposes:
  - 1. Gasoline purchases;
  - 2. Authorized travel expenses and hotel charges which shall subsequently be documented on the travel reconciliation report;
  - 3. To charge the cost of meals when required in the conduct of official business, except when an employee is traveling on a per diem basis; and
  - 4. Other circumstances where the use of a credit card best meets the City's purchasing needs as determined by the Purchasing Officer or the appointed designee.
- C. All receipts must be turned in when credit card bill is submitted for payment.

No personal items shall be charged on any City credit card except those charges that might be incidental to another charge made on the card for travel or meetings. Whenever one (1) of these personal charges is made on the City credit card, the charges will be reconciled and reimbursed to the City when the travel reconciliation is completed. Under no circumstances shall a single personal charge be made on a City credit card.

- D. Refer to the complete policy of procedures for the Procurement Card

## **SECTION 28: CONTRACTOR FILES**

The Finance Department shall create a contractor file for each new contractor or re-activated contractor from whom the City purchases goods or services.

The Departments shall mail a blank Form W-9 to new contractor and request that the contractor complete and sign the W-9 (or provide equivalent, substitute information) and return it in the postage-paid envelope provided (or via email). Completed, signed Forms W-9 or substitute documentation shall be filed in each contractor's file.

Contractor files shall have the following information:

1. Completed and signed Form W-9. Contractors being reactivated are required to complete a new Form W-9 to verify current name, address, and tax ID number.
2. Contractors with a post office (PO) box shall provide a physical location address for the master file. The PO Box number may be used for postal purposes. The contractor name and physical address will be verified by performing an online search if such information is available online, particularly with the Secretary of State, and mailing of contractor forms that are required to be returned.

The following procedures will be performed prior to creating or re-activating all contractor files to help ensure that each contractor only has one (1) master file:

1. Search for existence of the tax ID number in the master file
2. Search for name variations and name standardization (entity resolution) (e.g. Doe, John; J Doe; John Doe)
3. Search for matching or similar addresses
4. Perform an online search of the contractor and the physical address to determine validity
5. Search for matches against the employee master file

#### Contractor Master File Maintenance

The City will monitor the contractor master file on a regular basis, with a full review of the master listing completed every year prior to year-end.

The Finance Department will review the master file for:

1. Duplicate contractors. Contractors with the same or similar tax ID number, name, address, email, contact, and other information. Duplicate contractors will be merged, and duplicates will be inactivated.
2. Contractors with a post office (PO) box address. Contractors with only a PO Box will be required to provide a physical location address for the master file.
3. Contractors without activity in the past 5 years will be inactivated. Inactivated contractors must go through the contractor creation process before being re-activated.

# APPENDIX

## EXHIBIT A – PURCHASING GUIDELINES – SUPPLIES, MATERIALS, EQUIPMENT AND GENERAL SERVICES

Amount	Required Approval	Required Solicitation	Required Documentation
≤ \$3,500	Department Head	No solicitation required if the price is reasonable.  To the extent practicable, must distribute micro-purchases equitably among qualified suppliers	<ul style="list-style-type: none"> <li>• Invoice; no PO or contract required</li> </ul>
\$3,501 to \$5,000	Department Head	3 quotes (verbal or written)	<ul style="list-style-type: none"> <li>• PO or contract</li> <li>• Summary of requisition</li> <li>• Copy of quotes (if written)</li> </ul>
\$5,001 to \$15,000	Department Head	3 written quotes	<ul style="list-style-type: none"> <li>• PO or contract</li> <li>• Summary of requisition</li> <li>• Copy of quotes</li> </ul>
\$15,001 to \$30,000*  *increased to \$50,000 for capital improvement project	City Manager	3 written quotes	<ul style="list-style-type: none"> <li>• PO or contract</li> <li>• Summary of requisition</li> <li>• Copy of quotes</li> <li>• City Manager approval</li> </ul>
\$30,001 to \$150,000	City Council	3 written quotes	<ul style="list-style-type: none"> <li>• PO or contract</li> <li>• Summary of requisition</li> <li>• Copy of quotes</li> <li>• Staff report</li> <li>• City Council approval</li> </ul>
> \$150,000	City Council	Formal bid	<ul style="list-style-type: none"> <li>• Contract</li> <li>• Summary of requisition</li> <li>• Notice inviting bid</li> <li>• Copy of bids</li> <li>• Staff report</li> <li>• City Council approval</li> </ul>

**EXHIBIT B – PURCHASING GUIDELINES – PROFESSIONAL SERVICES**

<b>Amount</b>	<b>Required Approval</b>	<b>Required Solicitation</b>	<b>Required Documentation</b>
≤ \$3,500	Department Head	No solicitation required if the price is reasonable.	<ul style="list-style-type: none"> <li>• Invoice; no PO or contract required</li> </ul>
\$3,501 to \$5,000	Department Head	3 quotes (verbal or written)	<ul style="list-style-type: none"> <li>• PO or Contract</li> <li>• Summary of requisition</li> <li>• Copy of quotes (if written)</li> </ul>
\$5,001 to \$15,000	Department Head	3 written quotes	<ul style="list-style-type: none"> <li>• PO or Contract</li> <li>• Summary of requisition</li> <li>• Copy of quotes</li> </ul>
\$15,001 to \$30,000*  *increased to \$50,000 for capital improvement project	City Manager	3 written quotes	<ul style="list-style-type: none"> <li>• Contract</li> <li>• Summary of requisition</li> <li>• Copy of quotes</li> <li>• City Manager approval</li> </ul>
\$30,001 to \$150,000	City Council	3 written quotes	<ul style="list-style-type: none"> <li>• Contract</li> <li>• Summary of requisition</li> <li>• Copy of quotes</li> <li>• Staff report</li> <li>• City Council approval</li> </ul>
> \$150,000	City Council	Request For Proposal (RFP), Request for Qualification (RFQ)	<ul style="list-style-type: none"> <li>• Contract</li> <li>• Summary of requisition</li> <li>• RFQ/RFP</li> <li>• Copy of Qualifications or Proposals</li> <li>• Staff report</li> <li>• City Council approval</li> </ul>

**EXHIBIT C – PURCHASING GUIDELINES - PUBLIC PROJECTS**

➤ **PUBLIC PROJECTS – GENERAL COMPETITIVE BIDDING PROCEDURES**

<b>Amount</b>	<b>Required Approval</b>	<b>Required Solicitation</b>	<b>Required Documentation</b>
≤ \$3,500	Department Head	No solicitation required if the price is reasonable.	<ul style="list-style-type: none"> <li>• Invoice; no PO or contract required</li> </ul>
\$3,501 to \$5,000	Department Head	3 quotes (verbal or written)	<ul style="list-style-type: none"> <li>• PO or Contract</li> <li>• Summary of requisition</li> <li>• Copy of quotes (if written)</li> </ul>
More than \$5,000	City Council	Formal bid	<ul style="list-style-type: none"> <li>• Contract</li> <li>• Summary of requisition</li> <li>• Notice inviting bid</li> <li>• Copy of bids</li> <li>• Staff report</li> <li>• City Council approval</li> </ul>

➤ **PUBLIC PROJECTS – UPCCAA PROCEDURES**

<b>Amount</b>	<b>Required Approval</b>	<b>Required Solicitation</b>	<b>Required Documentation</b>
≤ \$60,000	\$15,000 or less - Department Head	by force account, by negotiated contract, or by purchase order	<ul style="list-style-type: none"> <li>• PO or Contract</li> </ul>
\$60,001 to \$200,000	\$15,001 to \$49,999- City Manager	informal bidding, refer to Section 18	<ul style="list-style-type: none"> <li>• PO or Contract</li> <li>• Summary of requisition</li> <li>• Copy of bids</li> <li>• Contract (if applicable)</li> </ul>
More than \$200,000	\$50,000 or more - City Council	Formal bid	<ul style="list-style-type: none"> <li>• Contract</li> <li>• Summary of requisition</li> <li>• Notice inviting bid</li> <li>• Copy of bids</li> <li>• Staff report</li> <li>• City Council approval</li> </ul>