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

DATE AND TIME:
Tuesday,
September 15, 2020
6:00 p.m.

REGULAR MEETING AGENDA

OF THE

CITY COUNCIL OF THE CITY OF EL MONTE

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

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

---

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.

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

1. CALL TO ORDER:

2. ROLL CALL FOR CITY COUNCIL AND AUTHORITY BODIES:

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

3. APPROVAL OF AGENDA:

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

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

4.1 Closed Session Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(3) – Conference with Legal Counsel Regarding Anticipated 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: El Rovia vs. City of El Monte, District Court Central District Case No. 2:19-CV-7506 CAS AFMx.

4.3 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.

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 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:

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

10. DEMAND RESOLUTION NO. D-628

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 $7,288,790.84 have been examined by the City Treasurer and that warrant numbers 1093164 through 1093585 and the payroll period ending August 15, 2020 inclusive are hereby allowed in the amounts and ordered paid out of the respective funds as set forth.

11. APPROVAL OF MINUTES:

12. CONSENT CALENDAR:

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

12.1 Waiver of Full Reading of Ordinance(s).

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

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

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

12.2 Approval of a Resolution of the City Council of the City of El Monte, State of California, Adjourning the Regular City Council Meeting of October 6, 2020 to the Next Regular Meeting Date of October 20, 2020 Pursuant to Government Code Section 54955.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Resolution of the El Monte City Council to adjourn the regularly scheduled meeting of October 6, 2020 to the next regularly scheduled meeting of October 20, 2020.

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

Resolution No. 10182

12.3 Approval for Second Reading of 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.

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. 2984

12.4 Approval of Request for Authorization to Accept Additional Funding from the Skatepark Project and Delta Airlines and Packs El Monte for the Design and Construction of a Skatepark Located at Gibson Mariposa Park in the Amount of $35,000.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Authorize the City of El Monte to accept funding from the Skatepark Project and Delta Airlines for the design and construction of a Skatepark at Gibson Mariposa Park in the amount of $25,000; and $10,000 donation from Packs El Monte.
2. Authorize the City Manager or her designee to sign all necessary documents to execute letter of agreement and grant documentation.

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

12.5 Approval of Request for Authorization to Accept Additional Funding from the Los Angeles County Workforce Development Aging and Community Services for the Elderly Nutrition Program for Contract Year 2020-2021 in the Amount of $176,000.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Authorize the City of El Monte Parks, Recreation and Community Services Department to accept additional funding from the Los Angeles Workforce Development Aging and Community Services for the Elderly Nutrition Program for Contract Year 2020-2021 in the amount of $176,000;
2. Authorize the City Manager to designate the Interim Parks, Recreation and Community Services Director to sign all necessary documents to execute grant documentation; and
3. Authorize an increase appropriation in the amount of $176,000 in the Elderly Nutrition Program Fund for FY 2020-2021 budget to expenditure account 256-55-551-6111 and revenue account 256-55-4221 respectively; and authorize the use of WDAC funds for this budget amendment.

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

12.6 Approval of a Resolution Authorizing the Application for, Receipt of, and Implementation of the State of California Housing and Community Development (HCD) Homekey Program.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Adopt the proposed Resolution authorizing the application for, receipt of, and implementation of the State of California Housing and Community Development (HCD) Homekey Program.

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

Resolution No. 10183

12.7 Approval of a Resolution Approving the Execution of a Memorandum of Understanding between the City of El Monte and the Los Angeles County Metropolitan Transportation Authority for Collecting and Reporting Data for the National Transit Database for Report Years 2017 and 2018.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Adopt a Resolution approving the execution of the Proposition A Discretionary Incentive Program a Memorandum of Understanding between the City of El Monte and the Los Angeles County Metropolitan Transportation Authority for voluntary reporting of Fiscal Year 2017 and 2018 financial and statistical transit and paratransit data for the Federal Transit Administration's National Transit Database.

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

Resolution No. 10184

12.8 Approval of a Contract Service Agreement with NOVA Electric to Provide Electrician Services As-Needed for a Cost of $110,000.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Contract Service Agreement with NOVA Electric to provide electrician services as-needed; and
2. Authorize the City Manager, or her designee, to execute a Contract Services Agreement with NOVA Electric.

Total Cost: $110,000 Account No: 100-67-626-6111 - $10,000

100-67-673-6111 - $20,000
100-67-685-6111 - $20,000
General Fund
600-67-696-6111 - $30,000
Water Authority Fund
Is the cost of this item budgeted? Yes 650-67-693-6311 - $30,000
Sewer Fund

12.9 Approval of a Rental Agreement with Sunbelt Rentals for General Use Equipment and Machinery Rentals on an As-Needed Basis for an Amount of $40,000.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Rental Agreement with Sunbelt Rentals for general use equipment and machinery rentals on an as-needed basis for an amount of $40,000; and
2. Authorize the City Manager, or her designee, to execute a Rental Agreement with Sunbelt Rentals.

Total Cost: $40,000 Account No: 100-67-626-6292 - $20,000
100-67-673-6338 - $20,000
Is the cost of this item budgeted? Yes General Fund

12.10 Approval of a Resolution Declaring a Shelter Crisis Pursuant to the California Shelter Crisis Act, Government Code Section 8698 Et Seq.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Adopt the proposed Resolution declaring a shelter crisis exists in the City of El Monte pursuant to Government Code Section 8698 and Shelter Crisis Act (Government Code Section 8698 et seq.);
2. Authorize the City Manager or her designee to facilitate necessary and reasonable actions to assist in sheltering unsheltered persons in the City pursuant to the Shelter Crisis Act and this Resolution; and
3. Approve that the activities described in this Resolution are not a “project” as defined in the California Environmental Quality Act (“CEQA”) Section 15378 and, therefore, are not subject to CEQA pursuant to Section 15060(c)(3) of the State CEQA Guidelines.

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

Resolution No. 10185

13. PUBLIC HEARINGS:

13.1 A Public Hearing to Consider and Approve a Resolution Approving the Five-Year Consolidated Plan 2020-2025, 2020 Analysis of Impediments to Fair Housing Choice, and Fiscal Year 2020-2021 Annual Action Plan.

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 a Resolution approving the Five-Year Consolidated Plan 2020-2025, 2020 Analysis of Impediments to Fair Housing Choice, and Fiscal Year 2020-2021 Annual Action Plan; and
8. Authorize the City Manager or her designee to submit the Five-Year Consolidated Plan 2020-2025, 2020 Analysis of Impediments to Fair Housing Choice, and Fiscal Year 2020-2021 Annual Action Plan to U.S. Department of Housing and Urban Development.

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

Resolution No. 10186

14. REGULAR AGENDA:

14.1 Consideration and Approval of a Resolution Extending the "Dine-Out El Monte" Program to December 31, 2020, to Allow Temporary Outdoor Dining for Restaurants and Other Eateries to Promote the City's Economic Recovery in Response to the COVID-19 Pandemic.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and adopt a Resolution extending the "Dine-Out El Monte" Program through December 31, 2020, to allow temporary outdoor dining for restaurants and other eateries in response to the Coronavirus COVID-19 pandemic.

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

Resolution No. 10187

14.2 Consideration and Approval of the Third Amendment to the Professional Services Agreement with Avant Garde for Housing Consulting Services for an Additional Not-to-Exceed Amount of $372,000 for an Additional One (1) Year Term Through December 31, 2021.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve the Third Amendment to the Professional Services Agreement with Avant Garde for as-needed housing consulting services for an additional not-to-exceed amount of $372,000 for an additional one (1) year term through December 31, 2021; and
2. Authorize the City Manager to make all conforming modifications and edits and execute all implementing documents.

Total Cost: $372,000	Account No:	$224,000 CDBG/Home FY 20/21 $ 40,000 CDBG-CV/ESG-CV FY 20/21 $108,000 CDBG/HOME/ESG FY 21/22
Is the cost of this item budgeted? Yes		

14.3 Consideration and Approval of Allocation of an Additional $250,000 from the Art in Public Places Fund to the Pilot Mural Program and Approval of Twenty-Five (25) Qualified Artists for On-Call Services for Murals in the Downtown Area.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Authorize an allocation of an additional $250,000 from the Art in Public Places Fund to expand the 2018 Pilot Mural Program for a total of $300,000, to produce murals for certain properties in the Downtown Area;
2. Approve twenty-five (25) qualified artists to provide on-call Artistic Services for a term of three (3) years; and
3. Authorize the City Manager or her designee to execute a Master Professional Services Agreement with twenty-five (25) qualified artists, not-to-exceed $300,000.

Total Cost: $300,000	Account No:	209-61-611-8XXX
Is the cost of this item budgeted? Yes		Art in Public Places Fund

14.4 Consideration and Approval of a Resolution Approving a List of Approved Consultants Required from Time-to-Time to Perform On-Call Professional Consulting Services (Project Management Services, Traffic Engineering Services, Land Development Engineering Services, Permit Technician Services, Construction Management & Inspection Services) and Approval of Multiple On-Call Professional Services Agreements with Consultants on the Approved List.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Approve the attached Resolution approving an On-Call Consultant List comprised of three (3) consultants to provide Land Development Engineering and Permit Technician services, three (3) consultants to provide Project Management and Traffic Engineering, and twelve (12) consultants to provide Construction Management/Inspection services;
2. Approve the multiple on-call consulting services agreements with consultants identified in the pre-qualified list for a period of three (3) years and authorize the City Manager, or her designee, to execute the same on behalf of the City; and
3. Authorize the Director of Public Works to execute Work Orders for services on an as-needed basis as provided under the terms of each on-call services agreement.

Total Cost: $1,500,000

Account No:
100-67-677-6111
General Fund
212-67-677-6111
Measure R Fund
225-67-677-6111
Measure M Fund
203-67-677-6111
Prop C
600-67-677-6111
Water Authority Fund
650-67-677-6111
Sewer Fund

Is the cost of this item budgeted? Yes

Resolution No. 10188

14.5 Consideration and Adoption of a Resolution Authorizing the Execution of the Safe Clean Water Municipal Funds Transfer Agreement Between the City of El Monte and the County of Los Angeles Flood Control District's Safe Clean Water Program.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Adopt a Resolution authorizing the execution of the Safe Clean Water Municipal Funds transfer agreement between the City of El Monte and the County of Los Angeles Flood Control District's Safe Clean Water Program;

2. Accept the receipt of funds for Fiscal Year 2020-2021 in the approximate amount of $1,080,000 from the Safe Clean Water Program (SCP) to the Special Revenue Fund 283 Storm Drain revenue account 283-67-4080 and increase the estimated revenue budget to $1,080,000; and
3. Update the total appropriation amount to $1,080,000 in the Storm Drain Fund 283 for the FY 2020-2021 fiscal budget to expenditure account series 283-67-XXX-XXXX; and authorize the use of State Clean Water funds for this budget appropriation.

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

Resolution No. 10189

14.6 Consideration and Approval of a Resolution Updating the Citywide Classification and Compensation Plan and Repealing and Replacing Resolution No. 10128 Approved May 5, 2020.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve the attached Resolution establishing an updated Citywide Classification and Compensation Plan, effective July 1, 2020.

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

Resolution No. 10190

15. CITY ATTORNEY'S AGENDA:

16. CITY MANAGER'S AGENDA:

16.1 City Manager's Update.

17. WRITTEN COMMUNICATIONS:

18. COUNCIL COMMUNICATIONS/REPORTS:

18A. Mayor Quintero

18B. Mayor Pro Tem Morales

18B.1 Update Regarding Gibson Mariposa Skate Park.

18B.2 Update Regarding Fletcher "Fetch" Dog Park.

18B.2 Update Regarding Citywide Broadband Accessibility.

18C. Councilwoman Ancona

18C.1 Discussion Regarding Community Emergency Response Team.

18C.2 Discussion and Update Regarding Deferment of Car Allowance for all Elected Officials.

18C.3 Discussion Regarding Tree Maintenance and Replacement Guidelines.

18C.4 Request an Update on All Park Improvement Projects.

18D. Councilwoman Martinez Muela

18D.1 Discussion Regarding State Audit.

18D.2 Discussion Regarding Transparency In Financial Management Policy.

18E. Councilman Velasco

18E.1 Update Regarding Census 2020.

18E.2 Update Regarding COVID-19 Testing at the Community Center and the San Gabriel Airport.

19. ADJOURNMENT: Adjourn in Memory of Mrs. Elvira San Pedro Bernal, Mother of Public Works Employee Eric Bernal.

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

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

Posted: September 10, 2020 at 8:45 p.m.

CITY OF EL MONTE

FINANCE DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF September 15, 2020

September 9, 2020

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

Dear Mayor and City Council:

TRANSMITTAL OF THE TREASURER'S CASH AND INVESTMENT REPORT FOR THE QUARTER ENDED JUNE 30, 2020

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Receive and file the Treasurer's Cash and Investment Report for the quarter ended June 30, 2020.

BACKGROUND/JUSTIFICATION OF RECOMMENDED ACTION

Government Code Section 53646(b) (1) and the City's investment policy requires the City Treasurer to render quarterly reports to the City Manager and the City Council. This Government Code Section requires certain information about the City's investments to be presented in the report and that the report (Attachment 1) contains statements that:

1) The City is in compliance with its investment policy; and
2) The ability of the City to meet its expenditure requirements for the following six (6) months or provide an explanation why sufficient funds will or may not be available.

The quarterly Treasurer's Cash and Investment Report for the quarter ended June 30, 2020 was prepared by the Finance Department and reviewed by the City Treasurer. This report meets the latest requirements of the City's Investment Policy as presented to the City Council on August 20, 2019, as well as Government Code Section 53646.

STATEMENT OF FACT

The City's investment strategy continues to prioritize its investment opportunities on the following; in order of importance:

1) Safety;
2) Liquidity; and
3) Yield

This strategy is consistent with the Government Code and stresses keeping the citizens' funds safe and available for operations, rather than attempting to maximize returns by making riskier investments.

As of June 30, 2020, approximately 66.98% of the City's investment portfolio, $58.28 million is held in the State of California Local Agency Investment Fund (LAIF) which earned 1.35% during the quarter compared to the US Treasury Bill benchmark which earned .14% during the quarter. LAIF is a safe investment and is extremely liquid. The City also maintains an overnight investment account with Bank of America. At June 30, 2020, $5.18 million was held in the overnight sweep account.

As of June 30, 2020, approximately 18.93% of the City's investment portfolio, $16.47 million is being managed by Chandler Asset Management through US Bank. The investments, as further described below, include corporate bonds, government securities and a money market fund invested in government obligations.

The City, through its advisors, has 3.99%, $3.47 million, investment in Federal Agency bonds which earned .73% for the quarter compared to the benchmark which earned .18%. Corporate bonds is 3.62%, $3.14 million which earned 2.26% compared to the benchmark of .18%. US Treasury is 10.23% of this portfolio, $8.90 million which earned 1.24%. The City also has a $.94 million investment in a Money Market fund invested in government obligations. The money market account is used as a temporary holding account by the advisor for funds awaiting trades and is therefore included in the corporate bonds and government securities in the graphic presentations of the City's Portfolio. The weighted average maturity of the entire investment portfolio is 1.53 months.

The market value of the City cash and investments total $87.01 million at June 30, 2020 which represents a $3.60 million decrease 4.07% as compared to $90.7 million at June 30, 2019. This decrease is due to differences in timing of collections and payments between years.

FISCAL IMPACT

There is no fiscal impact associated with this action.

CONCLUSION

Staff recommends that the City Council receive and file the Treasurer's Cash and Investment Report for the quarter ended June 30, 2020.

Respectfully submitted,

ALMA MARTINEZ
City Manager

VIVIANA LONGORIA
City Treasurer

Attachment
1. Treasurer's Cash and Investment Report for the quarter ended June 30, 2020.

DATE: September 15, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

Attachment 1

City of El Monte

Cash and Investment Holdings
June 30, 2020

Investments under City Management	Average Earnings Rate this Quarter *	Metrics (3)	Cost	Market Value(1)	Days	% of Portfolio	WAM (2)
Local Agency Investment Fund (LAIF)	1.35%	0.14%	58,000,000	58,284,942	-	66.98 %	-
Overnight Sweep Account	0.04%	0.00%	5,187,448	5,187,448	-	5.96 %	-
Total Investments under City Management			63,187,448	63,472,390			
Investments Managed by Contracted Parties (Held in the City's Name under Custodial Arrangements)							
Federal Agency	0.73%	0.18%	3,438,327	3,471,548		3.99 %	2.40
Corporate	2.26%	0.18%	3,078,316	3,148,282		3.62 %	1.98
Money Market Fund	0.01%	NA	948,392	948,392		1.09 %	-
US Treasury	1.24%	NA	8,744,526	8,904,793	-	10.23 %	1.20
Total Investments Managed by Contracted Parties			16,209,561	16,473,015			
Demand Deposits and Cash on Hand			7,070,480	7,070,480	-	8.13 %	-
Total Treasurer's Cash and Investments			86,467,490	87,015,886		100.00%	1.53

(1) Sources: Chandler Asset Management (US Bank), LAIF, and Bank of America

(2) Weighted Average Maturity

(3) Metrics from public sources

- ICE BAML 1-3 Yr US Treasury/Agency Index
- Short Term Portfolio: 13 Week Treasury Bill Rate
- Sweep Account metric is idle cash

(*) May include true-up adjustments from previous periods.

(i) The City's Portfolio of Investments comply with the Treasurer's Investment Policy.

(ii) According to Government Code Section 53646(b)(3) this report shall include a statement denoting the City's ability to meet its expenditure requirement for the next six months. - The City does not have sufficient available funds on hand to meet its estimated expenditures for the next six months and is relying on cash inflows to supplement its available funds.

Attachment 1

City of El Monte

Account #10693

Holdings Report

As of June 30, 2020

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
313385EX0	FHLB Discount Note 0.17% Due 4/28/2021	400,000.00	04/30/2020 0.17%	399,314.33 399,314.33	99.83 0.17%	399,314.33 117.11	2.42% 0.00	P-1 / A-1+ F-1+	0.83 0.83
31337BJP7	FHLB Note 2.375% Due 9/10/2021	185,000.00	03/04/2020 0.75%	189,504.75 188,545.25	102.48 0.29%	189,587.82 1,354.74	1.16% 1,042.57	Aaa / AA+ AAA	1.20 1.18
3130AHSR5	FHLB Note 1.625% Due 12/20/2021	185,000.00	02/19/2020 1.46%	185,536.50 185,430.64	102.03 0.25%	188,748.10 91.86	1.14% 3,317.46	Aaa / AA+ AAA	1.47 1.46
3137EADB2	FHLMC Note 2.375% Due 1/13/2022	162,000.00	02/19/2020 1.46%	164,750.76 164,226.81	103.33 0.20%	167,400.59 1,795.50	1.02% 3,173.78	Aaa / AA+ AAA	1.54 1.50
3133ELWD2	FFCB Note 0.375% Due 4/8/2022	180,000.00	04/03/2020 0.45%	179,733.60 179,764.25	100.27 0.22%	180,483.84 155.63	1.09% 719.59	Aaa / AA+ AAA	1.77 1.76
3133ELYR9	FFCB Note 0.25% Due 5/6/2022	200,000.00	04/30/2020 0.31%	199,746.00 199,765.48	100.02 0.24%	200,045.40 76.39	1.21% 279.92	Aaa / AA+ AAA	1.85 1.84
3134GVJ66	FHLMC Note 0.25% Due 6/8/2022	200,000.00	06/04/2020 0.28%	199,880.00 199,883.78	99.90 0.30%	199,801.40 31.94	1.21% (82.38)	Aaa / NR AAA	1.94 1.93
3133ELNW0	FFCB Note 1.45% Due 2/21/2023	185,000.00	02/19/2020 1.44%	185,037.89 185,033.36	103.04 0.30%	190,616.42 968.68	1.16% 5,583.06	Aaa / AA+ AAA	2.65 2.59
3137EAEQ8	FHLMC Note 0.375% Due 4/20/2023	200,000.00	04/17/2020 0.46%	199,500.00 199,532.88	100.27 0.28%	200,545.60 147.92	1.21% 1,012.72	Aaa / AA+ AAA	2.81 2.79
3137EAER6	FHLMC Note 0.375% Due 5/5/2023	190,000.00	05/05/2020 0.39%	189,920.20 189,924.22	100.26 0.28%	190,493.62 106.88	1.15% 569.40	Aaa / AA+ AAA	2.85 2.83
3135G04Q3	FNMA Note 0.25% Due 5/22/2023	150,000.00	05/20/2020 0.35%	149,548.50 149,564.99	99.90 0.29%	149,842.50 40.63	0.91% 277.51	NR / AA+ AAA	2.89 2.88
3137EAEN5	FHLMC Note 2.75% Due 6/19/2023	185,000.00	03/24/2020 0.77%	196,667.95 195,699.74	107.49 0.22%	198,850.03 169.58	1.20% 3,150.29	Aaa / AA+ AAA	2.97 2.87
3137EAES4	FHLMC Note 0.25% Due 6/26/2023	185,000.00	06/24/2020 0.35%	184,459.80 184,462.27	99.84 0.30%	184,712.14 6.42	1.12% 249.87	Aaa / AA+ AAA	2.99 2.97
3135G0U43	FNMA Note 2.875% Due 9/12/2023	185,000.00	02/19/2020 1.45%	194,094.60 193,171.15	108.37 0.25%	200,486.54 1,610.40	1.22% 7,315.39	Aaa / AA+ AAA	3.20 3.06
3130A3VC5	FHLB Note 2.25% Due 12/8/2023	200,000.00	03/19/2020 0.96%	209,426.00 208,711.07	106.36 0.39%	212,715.00 287.50	1.29% 4,003.93	Aaa / AA+ NR	3.44 3.32
3130AB3H7	FHLB Note 2.375% Due 3/8/2024	185,000.00	03/18/2020 0.89%	195,707.80 194,939.79	107.22 0.40%	198,356.08 1,379.15	1.21% 3,416.29	Aaa / AA+ NR	3.69 3.53

Attachment 1

City of El Monte

Account #10693

Holdings Report

As of June 30, 2020

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	200,000.00	03/24/2020 0.99%	215,498.00 214,513.04	109.71 0.40%	219,425.00 271.53	1.33% 4,911.96	Aaa / AA+ NR	3.96 3.77
Total Agency		**3,377,000.00**	**0.73%**	**3,438,326.68** **3,432,483.05**	**0.28%**	**3,471,424.41** **8,611.86**	**21.06%** **38,941.36**	**Aaa / AA+** **AAA**	**2.40** **2.35**
CORPORATE									
46625HQJ2	JP Morgan Chase Callable Note Cont 2/1/2021 2.55% Due 3/1/2021	500,000.00	11/29/2017 2.40%	502,255.00 500,417.95	101.25 0.41%	506,243.50 4,250.00	3.09% 5,825.55	A2 / A- AA-	0.67 0.58
61746BED4	Morgan Stanley Note 2.625% Due 11/17/2021	500,000.00	11/27/2017 2.63%	499,920.00 499,972.21	102.79 0.59%	513,967.00 1,604.17	3.12% 13,994.79	A3 / BBB+ A	1.38 1.36
38141GWC4	Goldman Sachs Group Inc Callable Note S/A 4/26/2021 3% Due 4/26/2022	500,000.00	12/12/2017 2.87%	502,095.00 500,508.86	101.94 0.63%	509,682.00 2,708.33	3.10% 9,173.14	A3 / BBB+ A	1.82 0.81
95000U2B8	Wells Fargo & Company Note 2.625% Due 7/22/2022	500,000.00	11/27/2017 2.71%	498,145.00 499,179.56	104.18 0.58%	520,905.00 5,796.88	3.19% 21,725.44	A2 / A- A+	2.06 1.99
24422ETV1	John Deere Capital Corp Note 2.15% Due 9/8/2022	130,000.00	05/05/2020 1.15%	133,185.00 132,787.31	103.73 0.44%	134,848.09 877.32	0.82% 2,060.78	A2 / A A	2.19 2.13
89236TEL5	Toyota Motor Credit Corp Note 2.7% Due 1/11/2023	130,000.00	05/05/2020 1.17%	135,525.00 134,918.21	105.05 0.68%	136,564.87 1,657.50	0.84% 1,646.66	A1 / A+ A+	2.53 2.43
9497465K8	Wells Fargo Company Callable Note 1X 1/24/2023 3.069% Due 1/24/2023	130,000.00	02/11/2020 1.90%	132,900.30 132,333.29	103.62 0.74%	134,707.69 1,739.95	0.83% 2,374.40	A2 / A- A+	2.57 1.52
747525AR4	Qualcomm Inc Callable Note Cont 12/30/2022 2.6% Due 1/30/2023	130,000.00	02/11/2020 1.75%	133,077.10 132,670.14	104.97 0.60%	136,455.15 1,417.72	0.83% 3,785.01	A2 / A- NR	2.59 2.41
037833AK6	Apple Inc Note 2.4% Due 5/3/2023	130,000.00	02/11/2020 1.62%	133,161.60 132,787.59	105.71 0.38%	137,419.10 502.67	0.83% 4,631.51	Aa1 / AA+ NR	2.84 2.75
06406FAD5	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 8/16/2023	130,000.00	02/11/2020 1.72%	132,031.90 131,800.21	104.53 0.65%	135,888.74 1,072.50	0.83% 4,088.53	A1 / A AA-	3.13 2.85

Attachment 1

City of El Monte

Account #10693

Holdings Report

As of June 30, 2020

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
59491BBX1	Microsoft Callable Note Cont 12/6/2023 2.875% Due 2/6/2024	130,000.00	03/05/2020 1.06%	138,658.00 137,935.97	107.72 0.60%	140,039.77 1,505.38	0.86% 2,103.80	Aaa / AAA AA+	3.61 3.26
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	130,000.00	02/11/2020 1.80%	137,361.90 136,674.20	108.90 0.80%	141,563.76 1,290.97	0.86% 4,889.56	Aa3 / A AA-	3.70 3.48
Total Corporate		**3,040,000.00**	**2.26%**	**3,078,315.80 3,071,985.50**	**0.58%**	**3,148,284.67 24,423.39**	**19.20% 76,299.17**	**A2 / A- A+**	**1.98 1.69**
MONEY MARKET FUND FI									
31846V203	First American Govt Obligation Fund Class Y	948,392.26	Various 0.01%	948,392.26 948,392.26	1.00 0.01%	948,392.26 0.00	5.74% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		**948,392.26**	**0.01%**	**948,392.26 948,392.26**	**0.01%**	**948,392.26 0.00**	**5.74% 0.00**	**Aaa / AAA AAA**	**0.00 0.00**
US TREASURY									
9127963F4	US Treasury Bill 0.118% Due 7/21/2020	1,500,000.00	06/29/2020 0.12%	1,499,897.19 1,499,897.19	99.99 0.12%	1,499,897.19 4.90	9.08% 0.00	P-1 / A-1+ F-1+	0.06 0.06
912828Z V1	US Treasury Note 1.375% Due 9/15/2020	250,000.00	12/12/2017 1.91%	246,406.25 249,729.04	100.25 0.20%	250,616.50 1,008.83	1.52% 887.46	Aaa / AA+ AAA	0.21 0.21
912828L99	US Treasury Note 1.375% Due 10/31/2020	500,000.00	02/11/2020 1.56%	499,355.47 499,699.88	100.39 0.20%	501,962.50 1,158.29	3.04% 2,262.62	Aaa / AA+ AAA	0.34 0.33
912828N48	US Treasury Note 1.75% Due 12/31/2020	500,000.00	11/29/2017 1.90%	497,773.44 499,638.78	100.77 0.20%	503,867.00 23.78	3.05% 4,228.22	Aaa / AA+ AAA	0.50 0.50
912828P87	US Treasury Note 1.125% Due 2/28/2021	500,000.00	03/24/2020 0.22%	504,199.22 502,988.86	100.61 0.21%	503,066.50 1,880.10	3.06% 77.64	Aaa / AA+ AAA	0.67 0.66
912828Q37	US Treasury Note 1.25% Due 3/31/2021	750,000.00	11/29/2017 1.94%	733,476.56 746,296.47	100.80 0.18%	756,035.25 2,356.56	4.59% 9,738.78	Aaa / AA+ AAA	0.75 0.75
912828Q78	US Treasury Note 1.375% Due 4/30/2021	500,000.00	02/11/2020 1.51%	499,199.22 499,452.29	100.98 0.19%	504,922.00 1,158.29	3.06% 5,469.71	Aaa / AA+ AAA	0.83 0.83
912828S27	US Treasury Note 1.125% Due 6/30/2021	750,000.00	11/29/2017 1.96%	728,349.61 743,979.57	100.94 0.18%	757,060.50 22.93	4.58% 13,080.93	Aaa / AA+ AAA	1.00 1.00
912828S76	US Treasury Note 1.125% Due 7/31/2021	250,000.00	03/24/2020 0.33%	252,666.02 252,136.06	101.03 0.17%	252,578.00 1,174.45	1.54% 441.94	Aaa / AA+ AAA	1.08 1.08

Attachment 1

City of El Monte

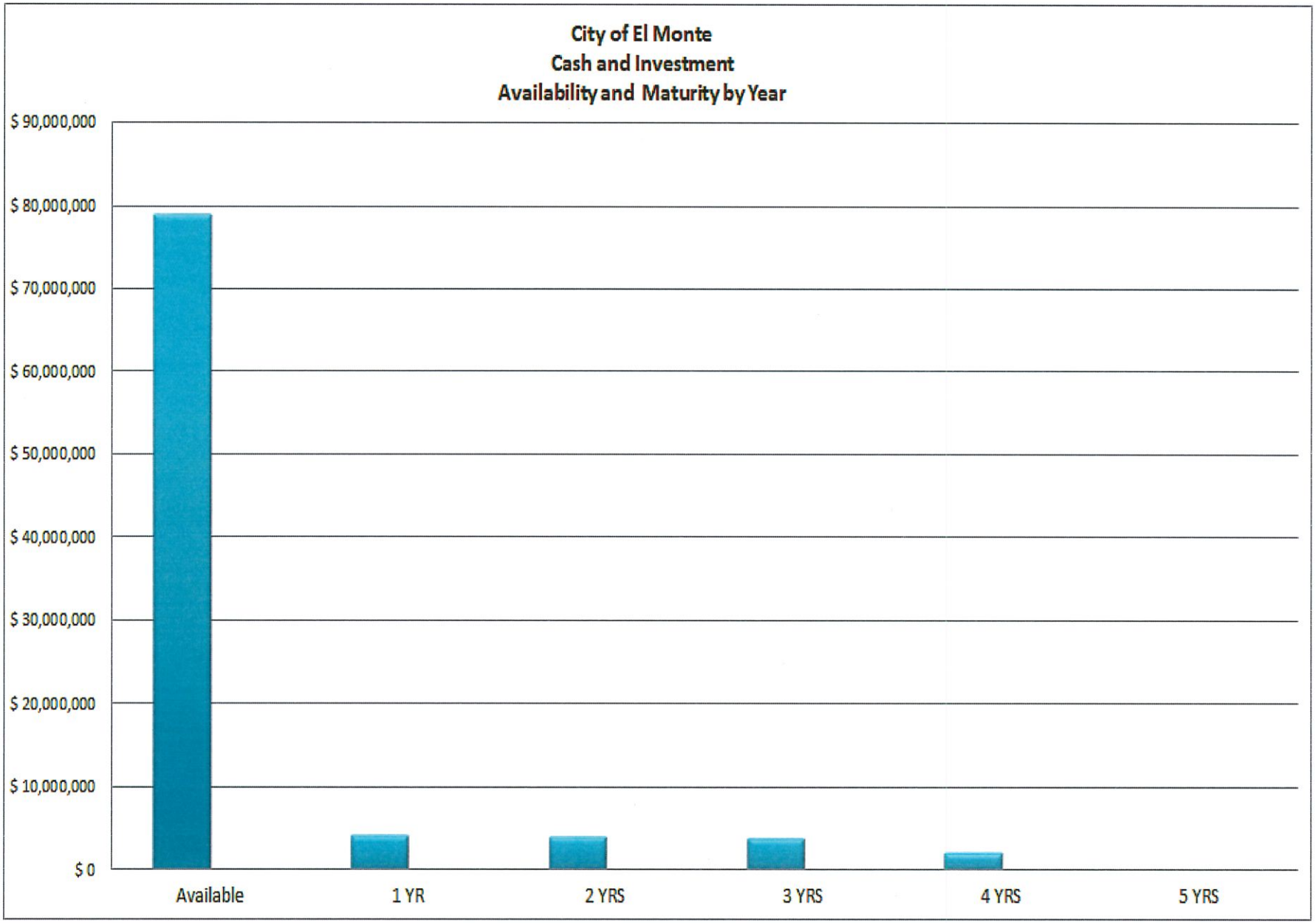
Account #10693

Holdings Report

As of June 30, 2020

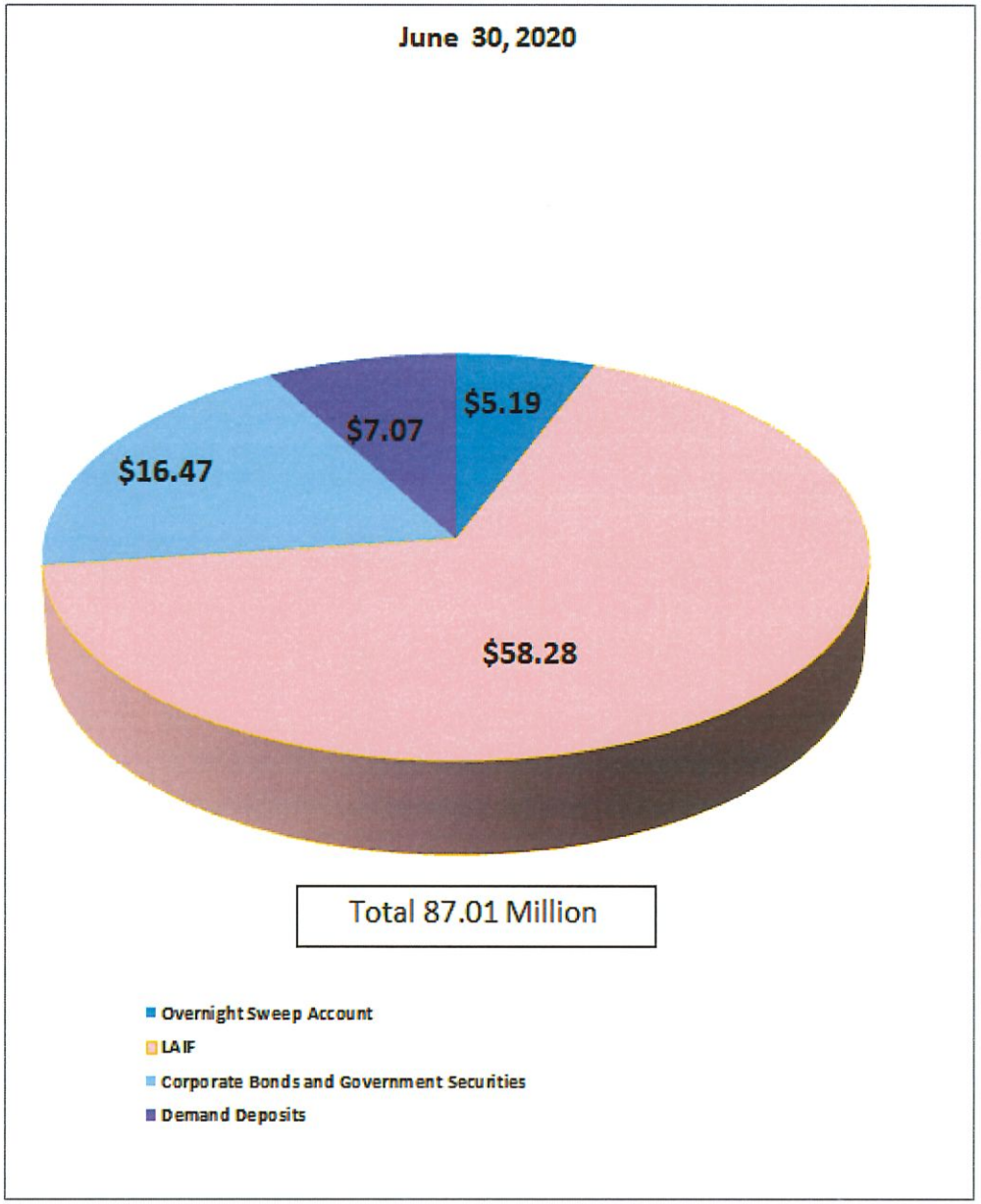
CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
91282BT34	US Treasury Note 1.125% Due 9/30/2021	250,000.00	12/12/2017 2.08%	241,328.13 247,151.03	101.19 0.17%	252,968.75 706.97	1.54% 5,817.72	Aaa / AA+ AAA	1.25 1.24
91282BU81	US Treasury Note 2% Due 12/31/2021	250,000.00	11/27/2017 2.00%	249,960.94 249,985.68	102.73 0.18%	256,816.50 13.59	1.55% 6,830.82	Aaa / AA+ AAA	1.50 1.48
91282BV72	US Treasury Note 1.875% Due 1/31/2022	250,000.00	06/03/2020 0.21%	256,875.00 256,568.69	102.68 0.18%	256,689.50 1,957.42	1.57% 120.81	Aaa / AA+ AAA	1.59 1.56
91282BW89	US Treasury Note 1.875% Due 3/31/2022	250,000.00	11/27/2017 2.03%	248,437.50 249,371.06	102.96 0.18%	257,412.00 1,178.28	1.56% 8,040.94	Aaa / AA+ AAA	1.75 1.72
91282BXW5	US Treasury Note 1.75% Due 6/30/2022	750,000.00	12/04/2017 2.14%	737,343.75 744,471.90	103.15 0.17%	773,613.00 35.67	4.68% 29,141.10	Aaa / AA+ AAA	2.00 1.97
912828ZS8	US Treasury Note 1.625% Due 8/31/2022	250,000.00	06/04/2020 0.22%	257,812.50 257,563.88	103.14 0.17%	257,851.50 1,357.85	1.57% 287.62	Aaa / AA+ AAA	2.17 2.13
912828ZW9	US Treasury Note 1.875% Due 9/30/2022	250,000.00	12/12/2017 2.16%	246,718.75 248,463.26	103.83 0.17%	259,570.25 1,178.28	1.58% 11,106.99	Aaa / AA+ AAA	2.25 2.20
912828M49	US Treasury Note 1.875% Due 10/31/2022	250,000.00	12/12/2017 2.16%	246,699.22 248,423.62	103.96 0.17%	259,912.00 789.74	1.58% 11,488.38	Aaa / AA+ AAA	2.34 2.29
912828T26	US Treasury Note 1.375% Due 9/30/2023	250,000.00	06/03/2020 0.27%	259,130.86 258,927.62	103.86 0.18%	259,658.25 864.07	1.58% 730.63	Aaa / AA+ AAA	3.25 3.18
912828V80	US Treasury Note 2.25% Due 1/31/2024	250,000.00	04/30/2020 0.29%	268,281.25 267,454.53	107.31 0.20%	268,281.25 2,348.90	1.64% 826.72	Aaa / AA+ AAA	3.59 3.44
912828WJ5	US Treasury Note 2.5% Due 5/15/2024	250,000.00	03/24/2020 0.49%	270,615.23 269,279.06	108.80 0.22%	272,002.00 798.23	1.65% 2,722.94	Aaa / AA+ AAA	3.88 3.71
Total US Treasury		**8,750,000.00**	**1.23%**	**8,744,526.11** **8,791,478.47**	**0.18%**	**8,904,780.44** **20,017.13**	**54.00%** **113,301.97**	**Aaa / AA+** **AAA**	**1.20** **1.17**
TOTAL PORTFOLIO		**16,115,392.26**	**1.25%**	**16,209,560.85** **16,244,339.28**	**0.26%**	**16,472,881.78** **53,052.38**	**100.00%** **228,542.50**	**Aa1 / AA** **AAA**	**1.53** **1.45**
TOTAL MARKET VALUE PLUS ACCRUED						**16,525,934.16**			

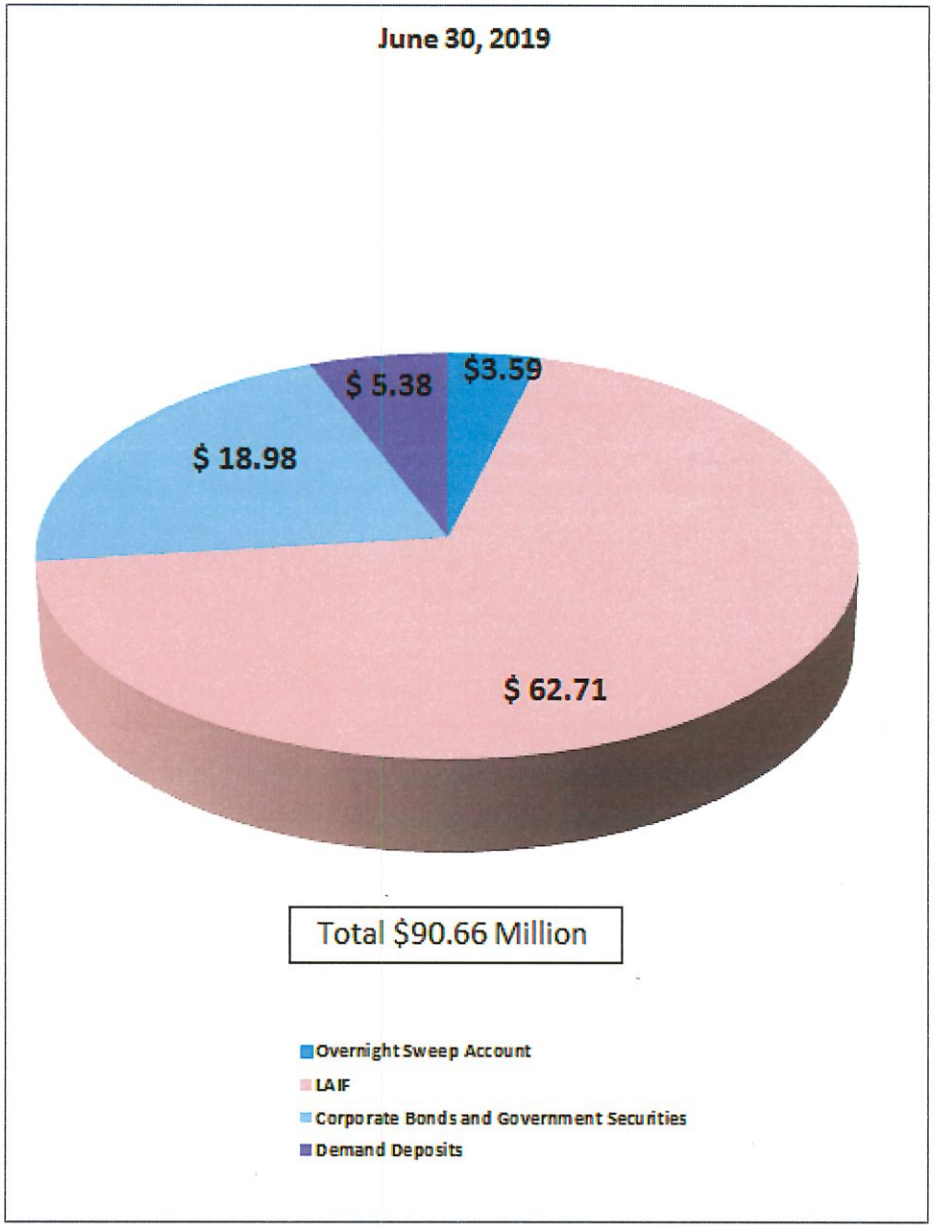
Attachment 1



Attachment 1

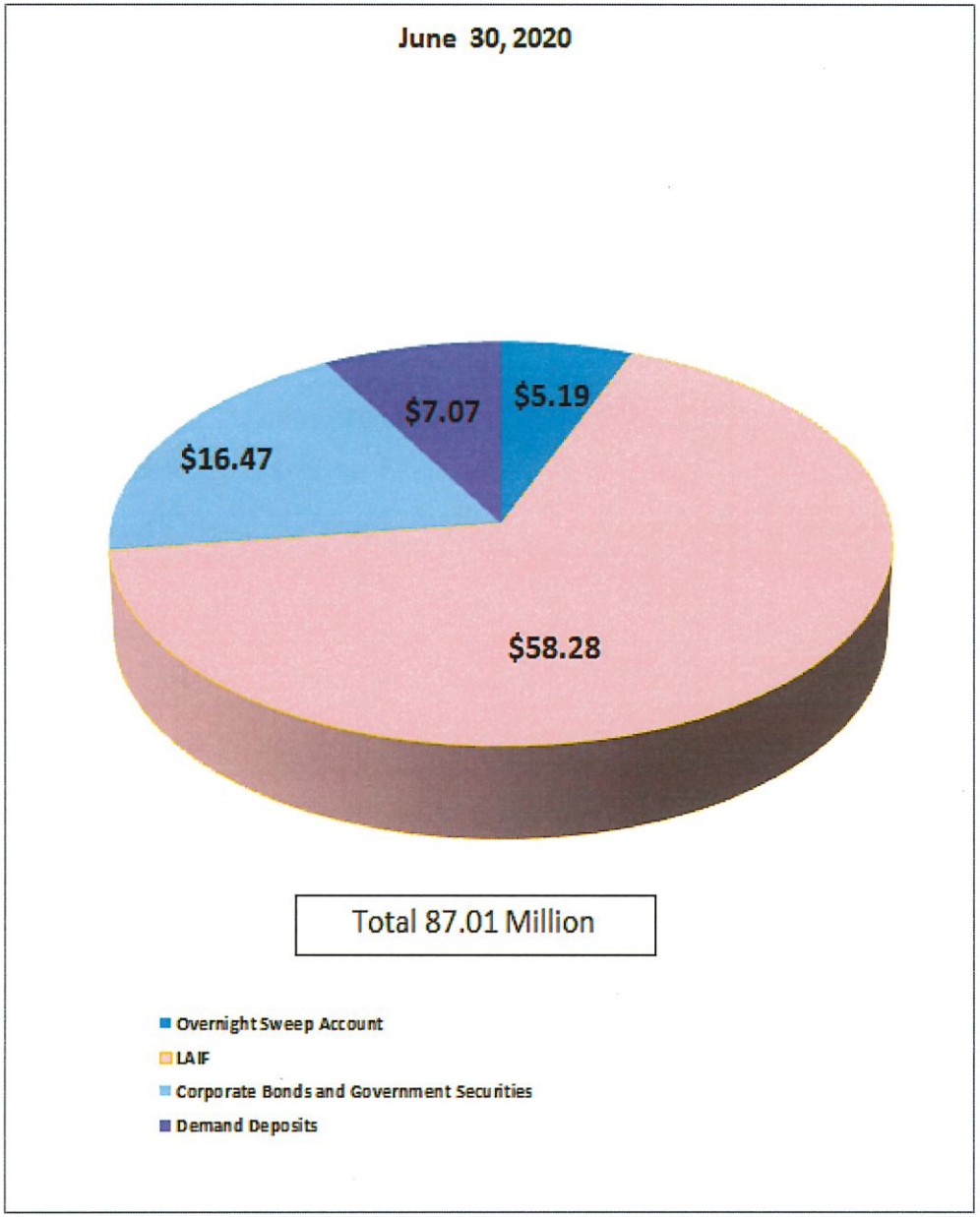
City of El Monte Cash and Investment Holdings Compared to Previous Year

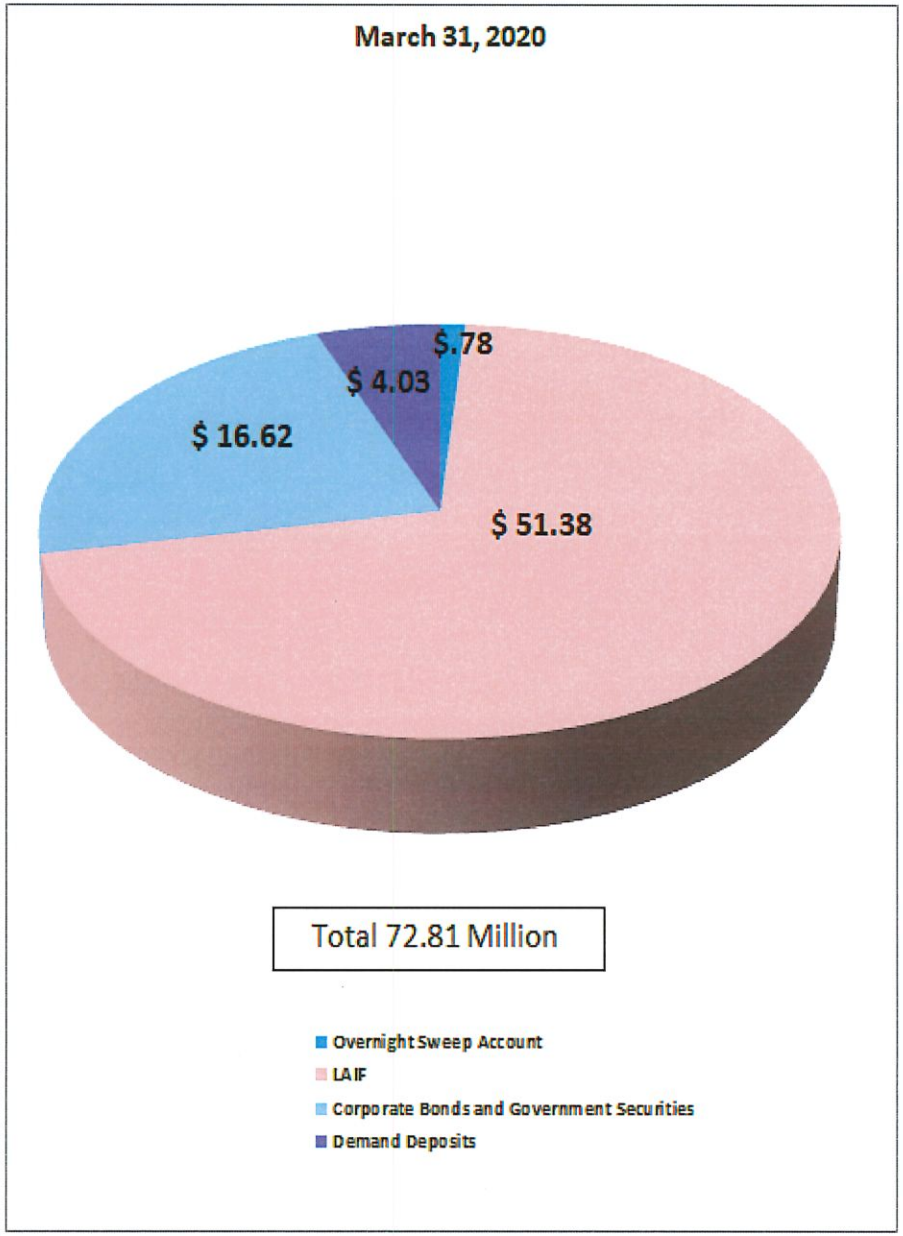




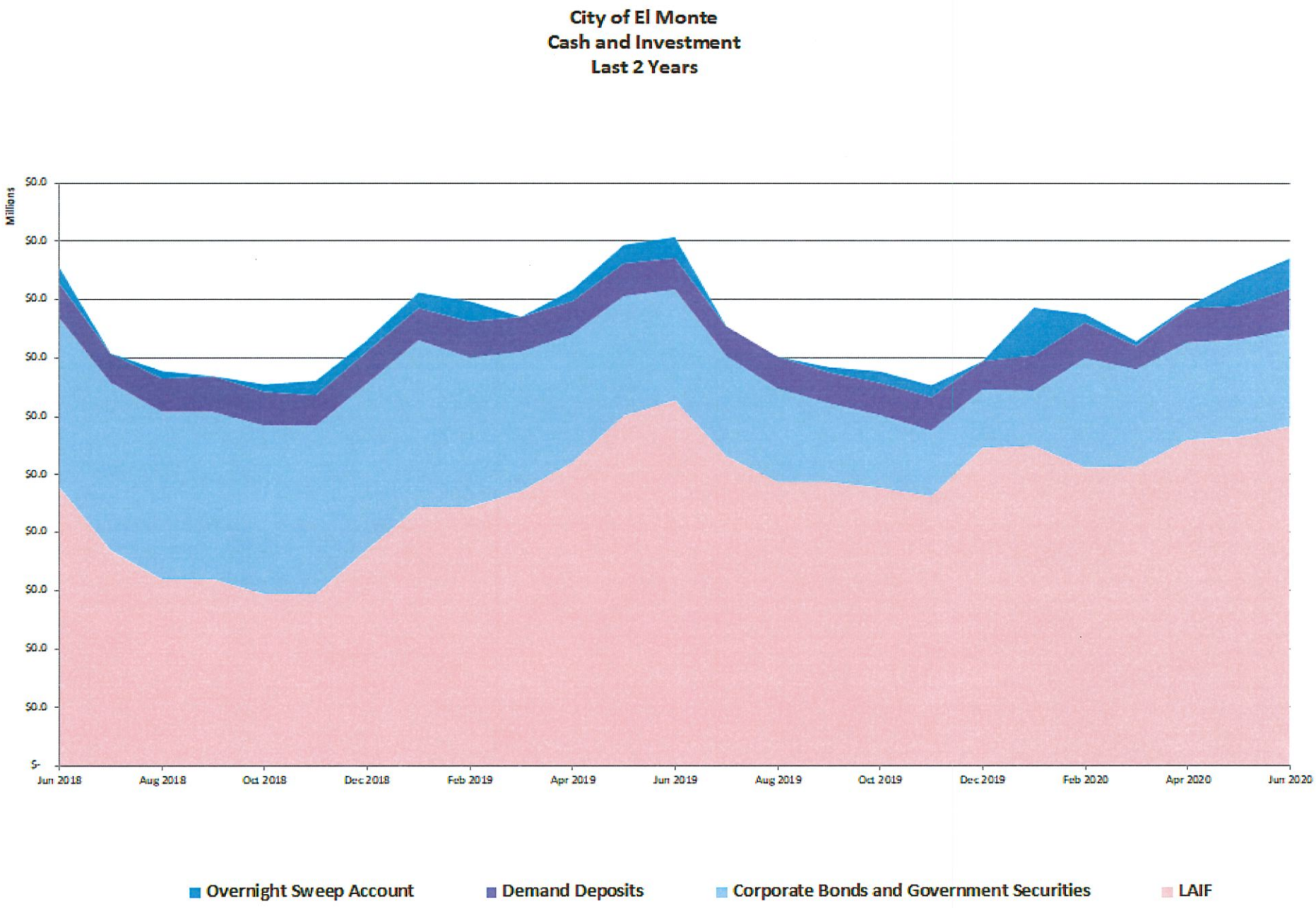
Attachment 1

City of El Monte Cash and Investment Holdings Compared to Previous Quarter





Attachment 1



Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
P							NET PAYROLL 8/1/20 - 8/15/20	1,004,924.73	
P	**Payroll Total**								**1,004,924.73**
P	AMERICAN FIDELITY ASSURANCE	12314	1093165	8/25/2020	P/E: 08/15/20	8/25/2020	SEC. 125 DEF FLEX BEN	3,070.59	**3,070.59**
P	CALIF STATE DISBURSEMENT/UNIT	04723	0827202012	8/25/2020	P/E: 08/15/20	8/25/2020		3,854.00	**3,854.00**
P	CALPERS LONG-TERM CARE PROGRAM	01616	1093509	9/3/2020	13553180	8/20/2020	AC #11096404 OCT-DEC 2020 RETIRED TOP MGMT LTC	17,215.30	**17,215.30**
P	CATALYST CORPORATE FEDERAL CU	04610	0827202004	8/25/2020	P/E: 08/15/20	8/25/2020	EL MONTE CREDIT UNION: PAYMENT	53,050.79	**53,050.79**
P	CITY OF EL MONTE	04622	1093166	8/25/2020	P/E: 08/15/20	8/25/2020	GARNISHMENT FEE/LOAN: PAYMENT	30.33	**30.33**
P	DEPARTMENT OF TREASURY	04731	0827202001	8/25/2020	P/E: 08/15/20	8/25/2020	FEDERAL TAX: PAYMENT	188,424.80	
P	DEPARTMENT OF TREASURY	04732	0827202002	8/25/2020	P/E: 08/15/20	8/25/2020	MEDICARE TAX: PAYMENT	42,372.26	**230,797.06**
P	EL MONTE CITY EMPLOYEES CR UN	06796	0827202011	8/25/2020	P/E: 08/15/20	8/25/2020	CREDIT UNION YARD ACCOUNT: PAYMENT	280.00	
P	EL MONTE CITY EMPLOYEES CR UN	04613	0827202013	8/25/2020	P/E: 08/15/20	8/25/2020	POLICE CREDIT UNION: PAYMENT	195.00	**475.00**
P	EL MONTE POLICE ASSOCIATION	04631	1093167	8/25/2020	P/E: 08/15/20	8/25/2020	ADMINISTRATOR PD DUES: PAYMENT	10,613.10	
P	EL MONTE POLICE ASSOCIATION	04630	1093168	8/25/2020	P/E: 08/15/20	8/25/2020	LONG TERM DISABILITY - POLICE: PAYMENT	1,662.66	**12,275.76**
P	EMPLOYMENT DEVELOPMENT	04730	0827202008	8/25/2020	P/E: 08/15/20	8/25/2020	STATE WITHOLDING TAX: PAYMENT	74,906.23	**74,906.23**
P	FIDELITY SECURITY LIFE	10747	1093187	8/27/2020	AUG 2020	7/22/2020	INV#164434026 AUG 2020 EYEMED VISION - HR/RM	4,658.18	**4,658.18**
P	FRANCHISE TAX BOARD	04616	1093169	8/25/2020	P/E: 08/15/20	8/25/2020	STATE OF CAL FRAN TAX BOARD: PAYMENT	125.00	**125.00**
P	LA COUNTY SHERIFF'S DEPT.	08162	1093170	8/25/2020	P/E: 08/15/20	8/25/2020	LOS ANGELES COUNTY SHERIFF DEP: PAYMENT	809.73	**809.73**
P	NATIONAL DEFERRED	04633	0827202003	8/25/2020	P/E: 08/15/20	8/25/2020	PART TIME DEF. COMPENSATION: PAYMENT	4,466.90	**4,466.90**
P	NATIONWIDE RETIREMENT SOLUTION	04635	0827202005	8/25/2020	P/E: 08/15/20	8/25/2020	457 DEFERRED COMP CITYWIDE: PAYMENT	55,632.52	
P	NATIONWIDE RETIREMENT SOLUTION	11991	0827202010	8/25/2020	P/E: 08/15/20	8/25/2020	401 (A) EXECUTIVE PLAN: PAYMENT	6,339.88	**61,972.40**
P	PARS SUPPLEMENTAL RETIREMENT	03734	0827202006	8/25/2020	P/E: 08/15/20	8/25/2020	PARS SUPPLEMENTAL RETIREMENT: PAYMENT	16,553.97	**16,553.97**
P	PERS LONG TERM CARE PROGRAM	04612	1093171	8/25/2020	P/E: 08/15/20	8/25/2020	LONG TERM CARE-MID MANAGEMENT: PAYMENT	343.92	**343.92**
P	PUBLIC EMPLOYEES' RETIREMENT	03047	1001637805	8/27/2020	P/E: 07/31/20	8/10/2020	PENSION PLAN (PERS): PAYMENT	337,743.64	**337,743.64**
P	SEIU LOCAL #721	04628	0827202009	8/25/2020	P/E: 08/15/20	8/25/2020	SEIU DUES, FEES, COPE: PAYMENT	6,434.69	**6,434.69**
P	**Payroll Vendor Total**								**828,783.49**
O	CHARTER COMMUNICATIONS	13455	1093182	8/27/2020	190968	8/18/2020	REFUND PERMIT #2020-0265 (3320 GILMAN RD) DUPLICATE PYMT - ENGINE	410.00	**410.00**
O	CITY VENTURES HOME BUILDING	10993	1093514	9/3/2020	REIMB WATER MAIN	8/25/2020	REIMB CITY WATER MAIN UPGRADES 2704-2728 SANTA ANITA - PW UTIL	48,820.00	**48,820.00**
O	LUPE AND MARIA M. PERALTA	13449	1093206	8/27/2020	189699	8/18/2020	PARTIAL REFUND DUE TO WITHDRAWAL OF MODIFICATION APPLICATION -	461.66	**461.66**
O	RICKMAN	07131	1093551	9/3/2020	3000778.001	8/17/2020	REFUND TINY TOTS TREASURE BOX (AUG 2020) REGISTRATION FOR STACEY	60.00	**60.00**
O	SCHIAVONE	13464	1093555	9/3/2020	1007120.001	8/19/2020	REFUND LEARN-TO-SWIM LESSON FOR HANNAH SCHIAVONE - P&R	54.19	**54.19**
O	TRINH	13461	1093579	9/3/2020	191058	8/18/2020	REFUND FOR INCORRECT APPLICATION FEE - ECON DEV	328.45	**328.45**
O	**One Time Vendor Total**								**50,134.30**
R	A.C LOCK & KEY	09621	1093498	9/3/2020	12490	7/30/2020	6 KEY DUP FOR PW MAINT.	9.00	**9.00**
R	ACOSTA	00434	1093270	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	485.39	**485.39**
R	ADMINSURE INC	01261	1093499	9/3/2020	13417	7/15/2020	AUG 2020 WORKERS' COMPENSATION CLAIMS ADMINISTRATION - HR/RM	15,156.00	
R	ADMINSURE INC	01261	1093499	9/3/2020	13346	6/15/2020	JUL 2020 WORKERS' COMPENSATION CLAIMS ADMINISTRATION - HR/RM	15,156.00	**30,312.00**
R	AGUILERA	03308	1093271	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,189.78	**1,189.78**
R	AGUIRRE, REBECCA	10431	1093272	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	485.39	**485.39**
R	AGUIRRE, ROSEMARY	13355	1093500	9/3/2020	RFND BL	8/25/2020	REFUND BUSI LIC FEE DUE TO CXL OF FARMERS MARKET	81.50	**81.50**
R	AJAX SIGN GRAPHICS, INC.	10292	1093232	8/27/2020	67841	4/24/2020	NAMEPLATE & CUSTOM NAMEBADGE FOR GABRIELA NORRIS - PD	25.65	**25.65**
R	ALAN PALERMO CONSULTING	10411	1093172	8/27/2020	EM017- 182*	7/16/2020	06/28-07/11/20 PROJ MANAGEMENT - ENGINEERING	2,880.00	
R	ALAN PALERMO CONSULTING	10411	1093501	9/3/2020	EM019-183	8/1/2020	07/01-08/01/20 LAND DEVELOPMENT PRJ - ENGINEERING	6,375.00	**9,255.00**
R	ALL AMERICAN ASPHALT	04949	1093502	9/3/2020	190496 RET-ESCROW	7/31/2020	ESCROW ACCT #2642 RELEASE RETENTION INV #190496 - ENGINEERING	4,941.82	
R	ALL AMERICAN ASPHALT	04949	1093503	9/3/2020	190496	7/31/2020	PYMT #6 RAMONA BLVD / VALLEY BLVD INTERSECTION IMPRVMT CIP #805	93,894.67	**98,836.49**
R	ALVA	08000	1093273	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,588.41	**1,588.41**

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	ALVAREZ, ANTHONY	05577	1093274	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,151.48	**1,151.48**
R	ALVAREZ, ANTONIO	03271	1093275	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	ANCHETA	03236	1093276	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	148.03	**148.03**
R	ANDREOLI	03260	1093277	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,151.48	**1,151.48**
R	ANKENY	03239	1093278	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,711.00	**1,711.00**
R	ANTONITIS	05580	1093279	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,151.48	**1,151.48**
R	APD CONSULTANTS, INC.	13224	1093173	8/27/2020	1445	8/6/2020	CONSTRUCTION MANAGEMENT AND INSPECTION SVCS - ENGINEERING DIV.	3,070.00	**3,070.00**
R	ARELLANO, SARA	03286	1093280	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	508.57	**508.57**
R	ARELLANO, THEODORE	03270	1093281	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	ARMSTRONG, AARON	11671	1093282	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	525.39	**525.39**
R	ARMSTRONG, THOMAS	07045	1093283	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,647.58	**1,647.58**
R	AT & T	01394	1093174	8/27/2020	9391026243-08/20	8/13/2020	BILL PAYER (BAN) 9391026243 INV#15179655	2,908.06	
R	AT & T	01394	1093175	8/27/2020	9391050185-08/20	8/13/2020	BILL PAYER (BAN) 9391050185 INV#15179329	494.02	
R	AT & T	01394	1093176	8/27/2020	9391036375-08/20	8/13/2020	BILL PAYER (BAN) 9391036375 INV#15181377 CYPRESS STATION PHONE LIN	87.38	**3,489.46**
R	AT & T TELECONFERENCE SERVICES	07510	1093504	9/3/2020	008-008515	8/1/2020	AC#43411325-00001 AUG 2020 - CMO	98.51	**98.51**
R	AUGUST JR	03298	1093284	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	145.99	**145.99**
R	AUTOZONE PD/CUST ID 509160	01412	1093505	9/3/2020	2863336678	8/19/2020	BRAKE ROTOR FOR PD VEH.	138.58	**138.58**
R	AVFUEL CORPORATION	06458	1093506	9/3/2020	0818201622	8/18/2020	AC#ELMON (08/12/20 - 08/18/20 PD AVIATION FUEL)	476.55	**476.55**
R	BALLINGER	08690	1093285	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	506.24	**506.24**
R	BANK OF AMERICA	12063	0828202003	8/24/2020	July 2020	7/2/2020	AC#2365 - Neighborhood Svc - Ramos, Matt	49.39	
R	BANK OF AMERICA	12063	0828202003	8/24/2020	July 2020	7/2/2020	AC#0946 - Pub Wks Div - Mendez, Salvador - Credit	(1.00)	
R	BANK OF AMERICA	12063	0828202004	8/24/2020	July 2020	7/2/2020	AC#2365 - Neighborhood Svc - Ramos, Matt	78.83	
R	BANK OF AMERICA	12063	0828202005	8/24/2020	July 2020	7/2/2020	AC#3455 - P&R Comm Svcs Div - Crippen, Sheila	1,398.11	
R	BANK OF AMERICA	12063	0828202005	8/24/2020	July 2020	7/2/2020	AC#0946 - Pub Wks Div - Mendez, Salvador - Credit	(0.85)	
R	BANK OF AMERICA	12063	0828202007	8/24/2020	July 2020	7/2/2020	AC#0946 - Pub Wks Div - Mendez, Salvador - Credit	(84.97)	
R	BANK OF AMERICA	12063	0828202007	8/24/2020	July 2020	7/2/2020	AC#3554 - Pub Wks Div - Ortiz, Christopher	178.98	
R	BANK OF AMERICA	12063	0828202008	8/24/2020	July 2020	7/2/2020	AC#0946 - Pub Wks Div - Mendez, Salvador	1.00	
R	BANK OF AMERICA	12063	0828202012	8/24/2020	July 2020	7/3/2020	AC#5718 - Pub Wks Div - Kadel, Bret	286.00	
R	BANK OF AMERICA	12063	0828202012	8/24/2020	July 2020	7/2/2020	AC#0946 - Pub Wks Div - Mendez, Salvador - Credit	(84.97)	
R	BANK OF AMERICA	12063	0828202012	8/24/2020	July 2020	7/2/2020	AC#0946 - Pub Wks Div - Mendez, Salvador - Credit	(0.85)	
R	BANK OF AMERICA	12063	0828202012	8/24/2020	July 2020	7/2/2020	AC#3638 - Comm Svcs Div - Burl, Victoria - Credit	(32.97)	
R	BANK OF AMERICA	12063	0828202014	8/24/2020	July 2020	7/6/2020	AC#1151 - Pub Wks Div - Perrine, Randy	29.94	
R	BANK OF AMERICA	12063	0828202015	8/24/2020	July 2020	7/3/2020	AC#2365 - Neighborhood Svc - Ramos, Matt - Credit	(232.08)	
R	BANK OF AMERICA	12063	0828202015	8/24/2020	July 2020	7/6/2020	AC#1151 - Pub Wks Div - Perrine, Randy	416.24	
R	BANK OF AMERICA	12063	0828202016	8/24/2020	July 2020	7/6/2020	AC#3424 - Comm Svcs Div - Ramirez, Teresa	96.64	
R	BANK OF AMERICA	12063	0828202017	8/24/2020	July 2020	7/6/2020	AC#3424 - Comm Svcs Div - Ramirez, Teresa	77.96	
R	BANK OF AMERICA	12063	0828202018	8/24/2020	July 2020	7/6/2020	AC#3940 - CMO - Valdivia, Erik	10.00	
R	BANK OF AMERICA	12063	0828202019	8/24/2020	July 2020	7/7/2020	AC#3471 - Planning Div. - Mikaelian, Jason	155.76	
R	BANK OF AMERICA	12063	0828202020	8/24/2020	July 2020	7/8/2020	AC#3471 - Planning Div. - Mikaelian, Jason	66.28	
R	BANK OF AMERICA	12063	0828202021	8/24/2020	July 2020	7/8/2020	AC#2108 - Comm Svcs Div - Servin, Amber	896.00	
R	BANK OF AMERICA	12063	0828202022	8/24/2020	July 2020	7/8/2020	AC#3940 - CMO - Valdivia, Erik	72.30	
R	BANK OF AMERICA	12063	0828202023	8/24/2020	July 2020	7/8/2020	AC#3940 - CMO - Valdivia, Erik	216.91	
R	BANK OF AMERICA	12063	0828202024	8/24/2020	July 2020	7/9/2020	AC#3471 - Planning Div. - Mikaelian, Jason	73.72	
R	BANK OF AMERICA	12063	0828202025	8/24/2020	July 2020	7/9/2020	AC#3554 - Pub Wks Div - Ortiz, Christopher	249.53	
R	BANK OF AMERICA	12063	0828202026	8/24/2020	July 2020	7/10/2020	AC#3424 - Comm Svcs Div - Ramirez, Teresa	235.32	
R	BANK OF AMERICA	12063	0828202027	8/24/2020	July 2020	7/10/2020	AC#1151 - Pub Wks Div - Perrine, Randy	18.69	
R	BANK OF AMERICA	12063	0828202028	8/24/2020	July 2020	7/10/2020	AC#3940 - CMO - Valdivia, Erik	156.15	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	BANK OF AMERICA	12063	0828202029	8/24/2020	July 2020	7/13/2020	AC#5389 - Comm Svcs Div - Del Real, Lisa	417.87	
R	BANK OF AMERICA	12063	0828202030	8/24/2020	July 2020	7/13/2020	AC#1055 - Planning Div. - Donavanik, Betty	43.76	
R	BANK OF AMERICA	12063	0828202031	8/24/2020	July 2020	7/13/2020	AC#9405 - Pub Wks Div - Drevdahl, Frank	907.35	
R	BANK OF AMERICA	12063	0828202032	8/24/2020	July 2020	7/13/2020	AC#3554 - Pub Wks Div - Ortiz, Christopher	171.09	
R	BANK OF AMERICA	12063	0828202033	8/24/2020	July 2020	7/13/2020	AC#3513 - IT - Tran, Anh	369.99	
R	BANK OF AMERICA	12063	0828202034	8/24/2020	July 2020	7/13/2020	AC#3539 - HR - Nguyen, John	434.50	
R	BANK OF AMERICA	12063	0828202035	8/24/2020	July 2020	7/14/2020	AC#3513 - IT - Tran, Anh	14.29	
R	BANK OF AMERICA	12063	0828202036	8/24/2020	July 2020	7/14/2020	AC#1055 - Planning Div. - Donavanik, Betty	1,197.50	
R	BANK OF AMERICA	12063	0828202037	8/24/2020	July 2020	7/15/2020	AC#2365 - Neighborhood Svc - Ramos, Matt	199.17	
R	BANK OF AMERICA	12063	0828202038	8/24/2020	July 2020	7/15/2020	AC#2365 - Neighborhood Svc - Ramos, Matt	178.54	
R	BANK OF AMERICA	12063	0828202039	8/24/2020	July 2020	7/16/2020	AC#3455 - P&R Comm Svcs Div - Crippen, Sheila	6.99	
R	BANK OF AMERICA	12063	0828202040	8/24/2020	July 2020	7/16/2020	AC#5718 - Pub Wks Div - Kadel, Bret	14.34	
R	BANK OF AMERICA	12063	0828202041	8/24/2020	July 2020	7/16/2020	AC#5718 - Pub Wks Div - Kadel, Bret	79.68	
R	BANK OF AMERICA	12063	0828202042	8/24/2020	July 2020	7/17/2020	AC#5389 - Comm Svcs Div - Del Real, Lisa	14.29	
R	BANK OF AMERICA	12063	0828202043	8/24/2020	July 2020	7/17/2020	AC#5389 - Comm Svcs Div - Del Real, Lisa	36.19	
R	BANK OF AMERICA	12063	0828202044	8/24/2020	July 2020	7/17/2020	AC#3554 - Pub Wks Div - Ortiz, Christopher	167.94	
R	BANK OF AMERICA	12063	0828202045	8/24/2020	July 2020	7/20/2020	AC#2108 - Comm Svcs Div - Servin, Amber	164.95	
R	BANK OF AMERICA	12063	0828202046	8/24/2020	July 2020	7/20/2020	AC#9405 - Pub Wks Div - Drevdahl, Frank	80.16	
R	BANK OF AMERICA	12063	0828202047	8/24/2020	July 2020	7/20/2020	AC#5718 - Pub Wks Div - Kadel, Bret	36.00	
R	BANK OF AMERICA	12063	0828202048	8/24/2020	July 2020	7/20/2020	AC#5718 - Pub Wks Div - Kadel, Bret	173.55	
R	BANK OF AMERICA	12063	0828202049	8/24/2020	July 2020	7/20/2020	AC#5389 - Comm Svcs Div - Del Real, Lisa	162.63	
R	BANK OF AMERICA	12063	0828202050	8/24/2020	July 2020	7/21/2020	AC#3940 - CMO - Valdivia, Erik	118.37	
R	BANK OF AMERICA	12063	0828202051	8/24/2020	July 2020	7/21/2020	AC#3539 - HR - Nguyen, John	142.99	
R	BANK OF AMERICA	12063	0828202052	8/24/2020	July 2020	7/22/2020	AC#1151 - Pub Wks Div - Perrine, Randy	84.41	
R	BANK OF AMERICA	12063	0828202053	8/24/2020	July 2020	7/22/2020	AC#1151 - Pub Wks Div - Perrine, Randy	38.05	
R	BANK OF AMERICA	12063	0828202054	8/24/2020	July 2020	7/22/2020	AC#3638 - Comm Svcs Div - Burl, Victoria	59.92	
R	BANK OF AMERICA	12063	0828202055	8/24/2020	July 2020	7/22/2020	AC#9405 - Pub Wks Div - Drevdahl, Frank	76.72	
R	BANK OF AMERICA	12063	0828202056	8/24/2020	July 2020	7/22/2020	AC#9478 - CMO - Martinez, Alma	106.71	
R	BANK OF AMERICA	12063	0828202057	8/24/2020	July 2020	7/23/2020	AC#3554 - Pub Wks Div - Ortiz, Christopher	184.06	
R	BANK OF AMERICA	12063	0828202058	8/24/2020	July 2020	7/23/2020	AC#3497 - CMO - Solorzano, Michelle	320.00	
R	BANK OF AMERICA	12063	0828202059	8/24/2020	July 2020	7/24/2020	AC#5389 - Comm Svcs Div - Del Real, Lisa - Credit	(14.29)	
R	BANK OF AMERICA	12063	0828202059	8/24/2020	July 2020	7/24/2020	AC#1151 - Pub Wks Div - Perrine, Randy	88.80	
R	BANK OF AMERICA	12063	0828202062	8/24/2020	July 2020	7/27/2020	AC#2365 - Neighborhood Svc - Ramos, Matt	443.25	
R	BANK OF AMERICA	12063	0828202063	8/24/2020	July 2020	7/29/2020	AC#1151 - Pub Wks Div - Perrine, Randy	617.85	
R	BANK OF AMERICA	12063	0828202064	8/24/2020	July 2020	7/29/2020	AC#3539 - HR - Nguyen, John	324.50	
R	BANK OF AMERICA	12063	0828202065	8/24/2020	July 2020	7/29/2020	AC#9478 - CMO - Martinez, Alma	4,460.85	
R	BANK OF AMERICA	12063	0828202066	8/24/2020	July 2020	7/29/2020	AC#1055 - Planning Div. - Donavanik, Betty	114.93	
R	BANK OF AMERICA	12063	0828202067	8/24/2020	July 2020	7/30/2020	AC#9248 - Finance Dept. - Foltz, Bruce	4,499.64	
R	BANK OF AMERICA	12063	0828202068	8/24/2020	July 2020	7/30/2020	AC#3940 - CMO - Valdivia, Erik	421.03	
R	BANK OF AMERICA	12063	0828202069	8/24/2020	July 2020	7/31/2020	AC#3539 - HR - Nguyen, John	2.25	
R	BANK OF AMERICA	12063	0828202070	8/24/2020	July 2020	7/31/2020	AC#3588 - CMO - Aguilar, Leticia	50.00	
R	BANK OF AMERICA	12063	0828202071	8/24/2020	July 2020	7/31/2020	AC#3554 - Pub Wks Div - Ortiz, Christopher	156.35	
R	BANK OF AMERICA	12063	0828202072	8/24/2020	July 2020	7/31/2020	AC#1151 - Pub Wks Div - Perrine, Randy	35.30	
R	BANK OF AMERICA	12063	0828202073	8/24/2020	July 2020	7/31/2020	AC#1055 - Planning Div. - Donavanik, Betty	23.00	
R	BANK OF AMERICA	12063	0828202074	8/24/2020	July 2020	8/3/2020	AC#1055 - Planning Div. - Donavanik, Betty	38.30	
R	BANK OF AMERICA	12063	0828202075	8/24/2020	July 2020	8/3/2020	AC#3554 - Pub Wks Div - Ortiz, Christopher	32.07	
R	BANK OF AMERICA	12063	0828202076	8/24/2020	July 2020	8/3/2020	AC#5389 - Comm Svcs Div - Del Real, Lisa	164.95	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	BANK OF AMERICA	12063	0828202077	8/24/2020	July 2020	7/24/2020	AC#5389 - Comm Svcs Div - Del Real, Lisa	153.82	
R	BANK OF AMERICA	12063	0828202077	8/24/2020	July 2020	8/3/2020	AC#5389 - Comm Svcs Div - Del Real, Lisa	164.95	**22,105.62**
R	BANK OF NEW YORK MELLON	12410	0826202001	8/31/2020	08.10.20	8/10/2020	AUG 2020 EL MONTE WATER AUTH. REVENUE BOND SERIES 2018A	974,066.29	**974,066.29**
R	BEACON MEDIA INC.	08350	1093177	8/27/2020	A81540	8/13/2020	NOTICE: RUN DATE: 08/13/20 REF: DEVELOPMENT AGREEMENT #01-20 & 3(	288.00	
R	BEACON MEDIA INC.	08350	1093507	9/3/2020	A81526	8/6/2020	NOTICE: RUN DATE: 08/06/20 REF: 12243 GARVEY / BALLOT MEASURE	818.00	**1,106.00**
R	BEST BEST & KRIEGER LLP	05000	1093233	8/27/2020	863508	11/13/2019	OCT 2019 ATTORNEY SVCS RE: ADV. GREATER LA COMM. ALLIANCE II- CMO	423.50	
R	BEST BEST & KRIEGER LLP	05000	1093233	8/27/2020	863509	11/13/2019	OCT 2019 ATTORNEY SVCS RE: ADV. GREATER SGV SAFE COMM. FOUNDATI(	293.50	
R	BEST BEST & KRIEGER LLP	05000	1093233	8/27/2020	861814	10/23/2019	SEPT 2019 ATTORNEY SVCS RE: ADV. CITY OF TEMPLE CITY - CMO	1,574.50	
R	BEST BEST & KRIEGER LLP	05000	1093233	8/27/2020	863510	11/13/2019	OCT 2019 ATTORNEY SVCS RE: ADV. GREATER SGV COMM. FOUNDATION - (	327.50	
R	BEST BEST & KRIEGER LLP	05000	1093233	8/27/2020	861815	10/23/2019	SEPT 2019 ATTORNEY SVCS RE: ADV. GREATER LA COMM. ALLIANCE - CMO	2,761.30	
R	BEST BEST & KRIEGER LLP	05000	1093233	8/27/2020	866301	12/5/2019	NOV 2019 ATTORNEY SVCS RE: AVC. CITY OF TEMPLE CITY - CMO	357.00	
R	BEST BEST & KRIEGER LLP	05000	1093233	8/27/2020	861817	10/23/2019	SEPT 2019 ATTORNEY SVCS RE: ADV. GREATER SGV SAFE COMM. FOUNDATI	79.00	
R	BEST BEST & KRIEGER LLP	05000	1093233	8/27/2020	861818	10/23/2020	SEPT 2019 ATTORNEY SVCS RE: ADV. GREATER LA COMM. ALLIANCE II- CMC	3,041.50	
R	BEST BEST & KRIEGER LLP	05000	1093233	8/27/2020	863511	11/13/2019	OCT 2019 ATTORNEY SVCS RE: ADV. GREATER LA COMM. ALLIANCE II- CMO	378.00	
R	BEST BEST & KRIEGER LLP	05000	1093233	8/27/2020	861816	10/23/2019	SEPT 2019 ATTORNEY SVCS RE: ADV. GREATER SGV SAFE COMM. FOUNDATI	79.00	**9,314.80**
R	BILLINGSLEY	03225	1093286	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	525.39	**525.39**
R	BROWN, CARL	07047	1093287	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	356.10	**356.10**
R	BROWN, JOLENE	03272	1093288	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	195.52	**195.52**
R	BUEHLER	10166	1093289	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,189.78	**1,189.78**
R	BULLINGTON	03317	1093290	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,472.82	**1,472.82**
R	BUNNELL	03322	1093291	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	BURKHART	03233	1093292	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	944.66	**944.66**
R	BURLINGHAM	08881	1093293	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,660.05	**1,660.05**
R	BUSTILLOS	03200	1093294	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	CALIFORNIA AMERICAN WATER	01565	1093178	8/27/2020	492038-08/20	8/14/2020	AC#1015-210021492038 (07/11/20 - 08/12/20) 4535 BALDWIN AVE	51.34	
R	CALIFORNIA AMERICAN WATER	01565	1093179	8/27/2020	941916-08/20	8/20/2020	AC#1015-210018941916 (07/17/20 - 08/18/20) 9513 VALLEY	25.03	
R	CALIFORNIA AMERICAN WATER	01565	1093508	9/3/2020	999601-08/20	8/24/2020	AC#1015-210018999601 (07/17/20 - 08/18/20) 3790 BALDWIN - PW	978.53	**1,054.90**
R	CAMPAIGNREP INC.	13100	1093269	8/27/2020	EMA3200817	8/17/2020	COVID-19 TESTING LOCATOR APP	6,000.00	
R	CAMPAIGNREP INC.	13100	1093269	8/27/2020	EMA3200819	8/19/2020	CITY EVENT MGMT SYSTEM REGISTRATION & CHECK-IN	18,000.00	
R	CAMPAIGNREP INC.	13100	1093269	8/27/2020	EMA3200818	8/18/2020	EL MONTE GRANT APPLICATION PORTAL	15,000.00	
R	CAMPAIGNREP INC.	13100	1093269	8/27/2020	EMA3200814	8/17/2020	BUSINESS RESOURCE CENTER DIGITAL RESOURCE	10,000.00	
R	CAMPAIGNREP INC.	13100	1093269	8/27/2020	EMA3200825	8/25/2020	RENTAL ASSISTANCE PROGRAM / APPLICATION PROCESS	8,000.00	**57,000.00**
R	CANNON CORPORATION	13192	1093234	8/27/2020	72874-R	7/14/2020	JUN 2020 PLAN CHECK 11710 FOREST GROVE - ENGINEERING	893.75	
R	CANNON CORPORATION	13192	1093510	9/3/2020	73327	8/11/2020	JUL 2020 GIBSON MARIPOSA SKATEPARK 100% PLAN (GRADING & DRAINAG	157.50	**1,051.25**
R	CANO, RICHARD	08882	1093295	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,151.48	**1,151.48**
R	CANO, RODRIGO	03249	1093296	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	CARLSON	05121	1093297	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,102.57	**1,102.57**
R	CARTER	01654	1093298	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,232.81	**1,232.81**
R	CASSETTA	11053	1093299	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,035.00	**1,035.00**
R	CASTILLO	13452	1093180	8/27/2020	RNTL ASSIST	8/19/2020	RENTAL ASSISTANCE FOR MARIA VILLEGAS 2424 FLORADALE AVE - ECON DE	1,200.00	**1,200.00**
R	CASTRUITA	03202	1093300	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	506.24	**506.24**
R	CAZARES	11414	1093181	8/27/2020	130	9/1/2020	SEP 2020 EVENT COORDINATOR - DEMBA	3,000.00	**3,000.00**
R	CDCE INCORPORATED	05855	1093511	9/3/2020	137367	8/11/2020	TNC CONNECTOR - MALE CRIMP ON RG-58 CABLE FOR PD	48.50	**48.50**
R	CEBALLOS	12954	1093301	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	466.24	**466.24**
R	CHAN	11670	1093302	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	485.39	**485.39**
R	CHAO	13462	1093512	9/3/2020	RNTL ASSIST	8/27/2020	RENTAL ASSISTANCE FOR TIFFINY AVALOS 3704 CYPRESS AVE APT 18 - ECON	1,200.00	**1,200.00**
R	CHAVEZ	11931	1093303	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	485.39	**485.39**

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	CINTAS CORPORATION	12094	1093183	8/27/2020	4055320076	7/8/2020	CITY UNIFORM SVCS FOR PW	30.16	
R	CINTAS CORPORATION	12094	1093183	8/27/2020	4055320147	7/8/2020	CITY UNIFORM SVCS FOR PW	31.62	
R	CINTAS CORPORATION	09294	1093513	9/3/2020	5016239470	3/18/2020	FIRST AID SUPPLIES FOR PD	1,576.49	
R	CINTAS CORPORATION	09294	1093513	9/3/2020	5015976447	2/18/2020	HARD SURFACE DISINFEC. SVC, SVC CHARGE - PD	30.26	**1,668.53**
R	CITY OF EL MONTE RISK	01236	0826202002	8/24/2020	AUG 2020	8/24/2020	AUG 2020 BOOK TRANSFER TO PREFUND THE RISK MANAGEMENT FUND	32,139.15	**32,139.15**
R	CJSR INVESTMENT LLC	13463	1093515	9/3/2020	RNTL ASSIST	8/27/2020	RENTAL ASSISTANCE FOR SANDY NATALY SOLORZANO JEREZ 3031 LASHBRO	1,200.00	**1,200.00**
R	CLASSIC CUSTOM TINT	01709	1093235	8/27/2020	22673	4/29/2020	TINT SVCS FOR HYUNDAI - PD VEH	100.00	**100.00**
R	CLAYTON	03227	1093304	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	820.87	**820.87**
R	COBIAN	03267	1093305	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	COLANTUONO, HIGHSMITH &	13325	1093184	8/27/2020	43389	8/6/2020	07/01/20 - 07/31/20 RE: SCE COALITION (SHARE OF SPLIT FEES) - CITY ATTY	1,312.42	**1,312.42**
R	COLEMAN	03234	1093306	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	525.39	**525.39**
R	COLLARI, FAITH	03320	1093307	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	624.39	**624.39**
R	COLLARI, JOHN	03235	1093308	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	451.75	**451.75**
R	CUDAHY	03220	1093309	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	200.43	**200.43**
R	CUES, INC.	07753	1093236	8/27/2020	544081	9/24/2019	FIELD TRAINING, FLIGHT, HOTEL, FOOD EXPENSES - PW UTIL.	2,499.00	**2,499.00**
R	DAHL	03248	1093310	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	200.43	**200.43**
R	DARROW	01813	1093311	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	402.83	**402.83**
R	DE LA FUENTE	04392	1093312	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	148.03	**148.03**
R	DELL MARKETING LP C/O DELL USA	01832	1093237	8/27/2020	10403599620	6/27/2020	PRECISION 3431 SFF CTO BASE FOR PD	2,652.49	
R	DELL MARKETING LP C/O DELL USA	01832	1093237	8/27/2020	10408507964	7/17/2020	WAYBILLS FOR PD	143,234.01	**145,886.50**
R	DELONG UNLIMITED SCREEN	10329	1093516	9/3/2020	20-0735	8/22/2020	YARD SIGNS SINGLE SIDE W/H - STAKES FOR PARKS/REC DIV.	551.25	**551.25**
R	DEMERJIAN	09296	1093313	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	DEMETRIOU DEL GUERCIO SPRINGER	01835	1093497	9/3/2020	38094	5/18/2020	APR 2020 RE: PETITION FOR PROHIBITION - CITY ATTORNEY'S OFFICE	116.00	
R	DEMETRIOU DEL GUERCIO SPRINGER	01835	1093497	9/3/2020	38344	8/19/2020	JULY 2020 RE: EL ROVIA MANDATE - CITY ATTORNEY'S OFFICE	87.50	
R	DEMETRIOU DEL GUERCIO SPRINGER	01835	1093497	9/3/2020	38192	6/16/2020	MAY 2020 - RE: EL ROVIA - SECOND FEDERAL CASE - CITY ATTORNEY'S OFFI	14,706.70	
R	DEMETRIOU DEL GUERCIO SPRINGER	01835	1093497	9/3/2020	37689	1/22/2020	DEC 2019 RE:PETITION FOR PROHIBITION - CITY ATTORNEY'S OFFICE	3,547.00	
R	DEMETRIOU DEL GUERCIO SPRINGER	01835	1093497	9/3/2020	38092	5/18/2020	APR 2020 RE: EL ROVIA MANDATE INVOICE - CITY ATTORNEY'S OFFICE	670.20	
R	DEMETRIOU DEL GUERCIO SPRINGER	01835	1093497	9/3/2020	37869	3/12/2020	FEB 2020 RE: EL ROVIA MANDATE - CITY ATTORNEY'S OFFICE	470.50	
R	DEMETRIOU DEL GUERCIO SPRINGER	01835	1093497	9/3/2020	37871	3/12/2020	FEB 2020 RE: PETITION FOR PROHIBITION - CITY ATTORNEY'S OFFICE	116.00	
R	DEMETRIOU DEL GUERCIO SPRINGER	01835	1093497	9/3/2020	38345	8/19/2020	JULY 2020 RE: EL ROVIA - SECOND FEDERAL CASE - CITY ATTORNEY'S OFFIC	49.00	
R	DEMETRIOU DEL GUERCIO SPRINGER	01835	1093497	9/3/2020	37972	4/9/2020	MAR 2020 RE: EL ROVIA FEDERA CASE - CITY ATTORNEY'S OFFICE	14,306.25	
R	DEMETRIOU DEL GUERCIO SPRINGER	01835	1093497	9/3/2020	37688	1/22/2020	DEC 2019 RE: EL ROVIA FEDERAL CASE - CITY ATTORNEY'S OFFICE	3,324.00	
R	DEMETRIOU DEL GUERCIO SPRINGER	01835	1093497	9/3/2020	37870	3/12/2020	FEB 2020 RE: EL ROVIA FEDERAL CASE - CITY ATTORNEY'S OFFICE	642.50	
R	DEMETRIOU DEL GUERCIO SPRINGER	01835	1093497	9/3/2020	37973	4/9/2020	MAR 2020 RE: PETITION FOR PROHIBITION - CITY ATTORNEY'S OFFICE	232.00	
R	DEMETRIOU DEL GUERCIO SPRINGER	01835	1093497	9/3/2020	38191	6/16/2020	MAY 2020 RE: EL ROVIA MANDATE INVOICE - CITY ATTORNEY'S OFFICE	89.00	
R	DEMETRIOU DEL GUERCIO SPRINGER	01835	1093497	9/3/2020	37565	12/17/2019	NOV 2019 RE: EL ROVIA FEDERAL CASE - CITY ATTNY OFFICE	15,558.70	
R	DEMETRIOU DEL GUERCIO SPRINGER	01835	1093497	9/3/2020	37971	4/9/2020	MAR 2020 RE: EL ROVIA MANDATE - CITY ATTORNEY'S OFFICE	6,869.30	
R	DEMETRIOU DEL GUERCIO SPRINGER	01835	1093497	9/3/2020	37750	2/25/2020	JAN 2020 - RE: EL ROVIA FEDERAL CASE - CITY ATTORNEY'S OFFICE	1,015.70	
R	DEMETRIOU DEL GUERCIO SPRINGER	01835	1093497	9/3/2020	37687	1/22/2020	OCT 2019 RE: EL ROVIA MANDATE INVOICE - CITY ATTORNEY'S OFFICE	264.00	
R	DEMETRIOU DEL GUERCIO SPRINGER	01835	1093497	9/3/2020	38346	8/19/2020	JULY 2020 RE: PETITION FOR PROHIBITION - CITY ATTORNEY'S OFFICE	110.00	
R	DEMETRIOU DEL GUERCIO SPRINGER	01835	1093497	9/3/2020	38093	5/18/2020	APR 2020 RE: EL ROVIA FEDERAL CASE - CITY ATTORNEY'S OFFICE	9,801.00	
R	DEMETRIOU DEL GUERCIO SPRINGER	01835	1093497	9/3/2020	37751	2/25/2020	JAN 2020 RE: PETITION FOR PROHIBITION - CITY ATTORNEY'S OFFICE	2,415.25	
R	DEMETRIOU DEL GUERCIO SPRINGER	01835	1093497	9/3/2020	38221	7/14/2020	JUN 2020 RE: EL ROVIA - SECOND FEDERAL CASE - CITY ATTORNEY'S OFFICI	616.50	**75,007.10**
R	DEPARTMENT OF ANIMAL CARE AND	01763	1093517	9/3/2020	JUL 2020	8/25/2020	KENNEL SERVICES FOR JUL 2020 - ANIMAL CONTROL	7,692.71	**7,692.71**
R	DOMINGUEZ	06471	1093314	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	DOYLE	03195	1093315	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	53.60	**53.60**
R	DUNN-EDWARDS CORP	04008	1093519	9/3/2020	2142363066	7/23/2020	SHERLOCK POLE FOR PW MAINT.	99.13	**99.13**

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	DURAN	06362	1093316	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	148.03	**148.03**
R	EBS GENERAL ENGINEERING INC.	13176	1093185	8/27/2020	55077	7/31/2020	CIP 002- SW IMPROVEMENTS FOR RAMONA/DURFEE AVE - ENGINEERING D	63,638.60	**63,638.60**
R	ECKLER	03221	1093317	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	239.66	**239.66**
R	ELKIN JR	03321	1093318	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,263.45	**1,263.45**
R	ELLIS	03304	1093319	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	155.43	**155.43**
R	EMERGENCY PET CLINIC	01981	1093520	9/3/2020	56518	8/26/2020	VET SVCS FOR ANIMAL CONTROL DIV	50.00	**50.00**
R	EMERGENCY RESPONSE CRIME SCENE	01982	1093238	8/27/2020	T2020-345	6/23/2020	DECONTAMINATION OF PD VEH. E350 VAN 4KEU598 - PD	450.00	**450.00**
R	ESCALANTE	12579	1093320	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	213.31	**213.31**
R	ESPINOSA	04386	1093321	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	188.03	**188.03**
R	EUGENIO	09966	1093322	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	345.03	**345.03**
R	EVERETT	03223	1093323	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	539.86	**539.86**
R	FEDEX	02028	1093521	9/3/2020	7-093-69245	8/14/2020	COURIER SVCS FOR FINC.	29.93	
R	FEDEX	02029	1093522	9/3/2020	7-100-87996	8/21/2020	COURIER SVCS FOR ENGINEERING DIV.	35.09	**65.02**
R	FEDEX (CODE ENF/PLANNING)	02033	1093186	8/27/2020	7-094-00514	8/14/2020	COURIER SVCS FOR BUILDING DIV.	39.91	**39.91**
R	FENTRESS	03245	1093324	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,189.78	**1,189.78**
R	FERGUSON, PRAET & SHERMAN	06986	1093239	8/27/2020	23354	12/17/2019	NOV 2019 LEGAL SRVCS: RE: PEOPLE V. JASON VILLEGAS / V. ANDREW VALEI	7,408.80	
R	FERGUSON, PRAET & SHERMAN	06986	1093239	8/27/2020	23674	4/9/2020	MAR 2020 LEGAL SRVCS: RE: PEOPLE V. ANDY ANGUIANO / V. MICHAEL SIQU	2,319.90	
R	FERGUSON, PRAET & SHERMAN	06986	1093239	8/27/2020	23635	3/16/2020	FEB 2020 LEGAL SRVCS: RE: PEOPLE V. ROBERTO KOURCHENCO / MARIO PLA	5,701.30	
R	FERGUSON, PRAET & SHERMAN	06986	1093239	8/27/2020	23559	2/25/2020	JAN 2020 LEGAL SRVCS: RE: PEOPLE V. MARCOS HERNANDEZ / V. PERLA ZAR	4,626.40	
R	FERGUSON, PRAET & SHERMAN	06986	1093239	8/27/2020	23332	11/14/2019	OCT 2019 LEGAL SRVCS: RE: PEOPLE V. BALS SOLANO / V. RAYLENE MIRELES	11,208.50	
R	FERGUSON, PRAET & SHERMAN	06986	1093239	8/27/2020	23490	1/29/2020	DEC 2019 LEGAL SRVCS: RE: PEOPLE V. LESTER VARGAS / ROBERTO KOURCH	4,054.30	
R	FERGUSON, PRAET & SHERMAN	06986	1093523	9/3/2020	23968	8/18/2020	JUL 2020 LEGAL SRVCS: RE: PEOPLE V. ANGUIANO / V. VILLEGAS / V. SALAZA	1,998.00	**37,317.20**
R	FETNER	05123	1093325	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,552.65	**1,552.65**
R	FISCHER	02048	1093326	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	525.39	**525.39**
R	FISHER	03306	1093327	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	973.66	**973.66**
R	FISK	03247	1093328	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	155.43	**155.43**
R	FIVE POINTS/EL MONTE/SOUTH	02055	1093188	8/27/2020	FY20-21 DUES	8/1/2020	FY20-21 ANNUAL DUES - CITY MGR	300.00	**300.00**
R	FLETCHER	03201	1093329	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	FLORES	05255	1093330	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	FONSECA	06361	1093331	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	FORENSIC NURSE RESPONSE	07256	1093240	8/27/2020	06-08-2020	7/1/2020	SART EXAMS FOR PD	2,120.00	**2,120.00**
R	FORENSIC NURSE SPECIALISTS INC	02065	1093189	8/27/2020	4642	8/3/2020	SEXUAL ASSAULT EXAM FOR PD	800.00	
R	FORENSIC NURSE SPECIALISTS INC	02065	1093241	8/27/2020	4544	2/3/2020	SEXUAL ASSAULT EXAM FOR PD	800.00	**1,600.00**
R	FOURR	12000	1093332	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	FRASER	11932	1093333	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	525.39	**525.39**
R	FRY	10726	1093334	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	FULLINGTON	03250	1093335	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	797.68	**797.68**
R	GALINDO	10577	1093336	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	469.42	**469.42**
R	GALLARDO	03207	1093337	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	GARCIA	13454	1093190	8/27/2020	RNTL ASSIST	8/12/2020	RENTAL ASSISTANCE FOR SANDRA ALFARO 11318 RANCHITO ST - ECON DEV	1,200.00	**1,200.00**
R	GARNER	03279	1093338	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	202.40	**202.40**
R	GARVEY PET HOSPITAL	12868	1093524	9/3/2020	08.22.20	8/22/2020	VET SVCS FOR ANIMAL CONTROL DIV.	75.00	
R	GARVEY PET HOSPITAL	12868	1093524	9/3/2020	08.03.20	8/3/2020	VET SVCS FOR ANIMAL CONTROL DIV.	75.00	**150.00**
R	GCR MARKETING NETWORK	11705	1093525	9/3/2020	05	7/31/2020	JUL 2019 UPDATE OF COMMERCIAL SPACE AVAIL. REPORT & 2020 DEMOGR	1,825.50	**1,825.50**
R	GEE	03287	1093339	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	969.76	**969.76**
R	GEORGE, LESLIE E	03212	1093340	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	200.43	**200.43**
R	GEORGE, RICKIE D	10974	1093341	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,100.86	**1,100.86**

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	GERONIMO	02137	1093342	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	GIBBONEY	03280	1093343	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	944.66	**944.66**
R	GLASS	05578	1093344	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,189.78	**1,189.78**
R	GLOBALSTAR USA	02154	1093526	9/3/2020	000000003650589	7/16/2020	ACCT#AC00126870 SATELLITE PHONE BILL 07/16/20 -08/15/20 - PD	581.59	**581.59**
R	GLUSKOTER	08277	1093345	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	341.29	**341.29**
R	GOGOVAPPS	12757	1093191	8/27/2020	20-016 FY20-21	4/1/2020	JUL 2020 - MAY 2021 GOREQUEST CITIZEN REQUEST MGMT (CRM) SUBSCRI	9,130.00	
R	GOGOVAPPS	12757	1093242	8/27/2020	20-016	4/1/2020	JUN 2020 GOREQUEST CITIZEN REQUEST MANAGEMENT (CRM) SUBSCRIPTI	830.00	**9,960.00**
R	GOLDEN TOUCH CLEANING, INC	09776	1093527	9/3/2020	67134	5/1/2020	MAY 2020 MAINTENANCE FOR PD	4,000.00	
R	GOLDEN TOUCH CLEANING, INC	09776	1093527	9/3/2020	67057	4/1/2020	APR 2020 MAINTENANCE FOR PD	4,000.00	
R	GOLDEN TOUCH CLEANING, INC	09776	1093527	9/3/2020	66905	2/1/2020	FEB 2020 MAINTENANCE FOR PD	4,000.00	
R	GOLDEN TOUCH CLEANING, INC	09776	1093527	9/3/2020	66829	1/1/2020	JAN 2020 MAINTENANCE FOR PD	4,000.00	
R	GOLDEN TOUCH CLEANING, INC	09776	1093527	9/3/2020	67217	6/1/2020	JUN 2020 MAINTENANCE FOR PD	4,000.00	
R	GOLDEN TOUCH CLEANING, INC	09776	1093527	9/3/2020	67297	7/1/2020	JUL 2020 MAINTENANCE FOR PD	4,000.00	**24,000.00**
R	GONDEK	08689	1093346	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	204.88	**204.88**
R	GONZALES	08691	1093347	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	402.13	**402.13**
R	GOODWIN	10578	1093348	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	GREEN ROCKET SECURITY INC.	11666	1093192	8/27/2020	N13373	8/26/2020	8/31/20 - 8/31/21 RENEW GREEN RADIUS LICENSE & SUPPORT - I.T.	1,215.00	**1,215.00**
R	GREER	03231	1093349	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	143.61	**143.61**
R	GROSSO	02199	1093350	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	GUADALAJARA XPRESS	13178	1093193	8/27/2020	1001	8/24/2020	CATERING FOR JR. RECREATION LEADER VOLUNTEER PRG AWARDS BANQUE	192.50	**192.50**
R	GUYETT GEOMATICS INC (GGI)	11105	1093194	8/27/2020	2093	7/16/2020	2ND MAP CHECK FOR 2711 MEEKER AVE - ENGINEERING	1,177.40	**1,177.40**
R	GUZMAN, ALEX	03310	1093351	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	485.39	**485.39**
R	GUZMAN, DAVID	04478	1093352	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	148.03	**148.03**
R	HAGER, IRENE	03229	1093353	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	156.14	**156.14**
R	HAGER, STEPHEN	03316	1093354	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	HAIDET	03300	1093355	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	HAJOCA CORPORATION	07418	1093529	9/3/2020	S159155192.001	7/14/2020	MAINLINE SUPPLIES, WASHER, DRAIN HOSE, BAND CLAMP FOR PW MAINT.	79.01	**79.01**
R	HAWKINSON	03268	1093356	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	200.43	**200.43**
R	HAYES	03242	1093357	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	HDL COREN & CONE	02217	1093530	9/3/2020	SIN002520	8/12/2020	JUL-SEP 2020 CONTRACT SRVCS PROPERTY TAX - FINANCE	4,081.25	**4,081.25**
R	HELLEIN	07060	1093358	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	525.39	**525.39**
R	HERNANDEZ, JESSE	04541	1093359	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,189.78	**1,189.78**
R	HERNANDEZ, SANTOS	09967	1093360	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	HERNANDEZ, VICTOR	02263	1093361	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,189.78	**1,189.78**
R	HIGA	08331	1093362	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,189.78	**1,189.78**
R	HOPKINS	02290	1093363	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	525.39	**525.39**
R	HOUSING RIGHTS CENTER	02299	1093243	8/27/2020	MAY 2020	7/25/2020	MAY 2020 FAIR HOUSING PROGRAM	992.41	
R	HOUSING RIGHTS CENTER	02299	1093243	8/27/2020	APR 2020	7/25/2020	APR 2020 FAIR HOUSING PROGRAM	1,038.67	
R	HOUSING RIGHTS CENTER	02299	1093244	8/27/2020	JUN 2020	8/11/2020	JUN 2020 FAIR HOUSING PROGRAM	1,150.01	**3,181.09**
R	HUBBELL	03167	1093364	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	539.86	**539.86**
R	HUERTAS	04475	1093365	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	200.43	**200.43**
R	HUNT	03259	1093366	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	200.43	**200.43**
R	HUTSELL	07048	1093367	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	485.39	**485.39**
R	IMAGEN INC	13339	1093532	9/3/2020	32024-1	7/30/2020	BARATO DRAWSTRING BACKPACK FOR COMM MARKETING - P&R	1,219.26	**1,219.26**
R	INSIGHT PUBLIC SECTOR INC	13181	1093245	8/27/2020	1100734978	5/27/2020	20 QTY MICROSOFT WIRELESS DESKTOP KEYBOARD & MOUSE SET - I.T.	836.00	
R	INSIGHT PUBLIC SECTOR INC	13181	1093533	9/3/2020	1100760722	8/24/2020	JABRA EVOLVE2 65 UC STEREO HEADSET - I.T.	435.60	**1,271.60**
R	INTERWEST CONSULTING GROUP INC	02371	1093196	8/27/2020	62396	8/19/2020	JUL 2020 BUILDING SERVICES (PLAN CHECK, PERMITS) - BLDG DEPT.	42,059.63	**42,059.63**

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	INX BUILDING MAINTENANCE	11700	1093197	8/27/2020	956821	7/1/2020	JUL 2020 JANITORIAL SVCS FOR CITY HALL	4,709.19	
R	INX BUILDING MAINTENANCE	11700	1093197	8/27/2020	956823	7/1/2020	JUL 2020 JANITORIAL SVCS FOR PW YARD	2,839.01	**7,548.20**
R	ISHIGAKI	03284	1093368	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	91.86	**91.86**
R	JARAMILLO	11057	1093369	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	485.39	**485.39**
R	JCL TRAFFIC SERVICES	09224	1093198	8/27/2020	104884	7/10/2020	SUPPLIES FOR PW	885.48	
R	JCL TRAFFIC SERVICES	09224	1093198	8/27/2020	104885	7/10/2020	MARKING PAINT FOR PW	152.15	**1,037.63**
R	JENKINS, JACK	11054	1093370	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	188.03	**188.03**
R	JENKINS, THOMAS	05787	1093371	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	JESKE	03289	1093372	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	539.86	**539.86**
R	JIM'S BURGER	13447	1093164	8/24/2020	1034	8/8/2020	CATERING FOR SHOWERS FOR HOPE PROGRAM - P&R	190.00	
R	JIM'S BURGER	13447	1093199	8/27/2020	1035	8/20/2020	CATERING FOR SHOWERS FOR HOPE PROGRAM - P&R	190.00	
R	JIM'S BURGER	13447	1093534	9/3/2020	1036	8/27/2020	CATERING FOR SHOWERS FOR HOPE PROGRAM - P&R	190.00	**570.00**
R	JIMENEZ	02399	1093373	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	200.43	**200.43**
R	JOHANSON	03254	1093374	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,625.06	**1,625.06**
R	JOHNSON	04839	1093375	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	515.06	**515.06**
R	JOHNSTON	03238	1093376	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	525.39	**525.39**
R	JWA URBAN CONSULTANTS INC	04586	1093535	9/3/2020	EM #9	8/4/2020	JUL 2020 CONSULTING SERVICES FOR PLANNING DIV.	2,126.25	**2,126.25**
R	KELLEY	03261	1093377	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	148.03	**148.03**
R	KENNY	03206	1093378	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	KEYSTONE UNIFORM DEPOT DBA	02436	1093536	9/3/2020	067065	10/9/2019	PANTS, TAPER LEGS FOR PD	292.00	**292.00**
R	KIMLEY-HORN AND ASSOC INC	11182	1093537	9/3/2020	16370275	3/31/2020	SRVC THRU 03/31/20 RAMONA BL/VALLEY BLVD INTERSECTN IMPROV. PRO	5,250.00	**5,250.00**
R	KLEMS	03285	1093379	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	200.43	**200.43**
R	KOA CORPORATION	11944	1093200	8/27/2020	JB96110-8	8/4/2020	06/29-08/02/20 DURFEE / RAMONA SIDEWALK IMPROVEMENT PROJ. - ENG	15,195.00	
R	KOA CORPORATION	11944	1093538	9/3/2020	JB96061-14	8/3/2020	06/29-08/02/20 6288 RAMONA BLVD & VALLEY BLVD CIP 805 - ENGINEERIN	10,872.50	**26,067.50**
R	KRIGBAUM	03294	1093380	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,189.78	**1,189.78**
R	KULM	04838	1093381	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	LA COUNTY TAX COLLECTOR	13453	1093246	8/27/2020	ACCT#30858359	6/22/2020	WELL 12 BILL FOR PW UTIL.	621.60	**621.60**
R	LAE ASSOCIATES, INC.	11943	1093201	8/27/2020	20-565	8/4/2020	07/01/20 -07/31/20 SLURRY SEAL & PAVEMENT RESURFACING PRJ CIP NO.	31,892.50	
R	LAE ASSOCIATES, INC.	11943	1093201	8/27/2020	20-570	8/4/2020	07/01/20 -07/31/20 SLURRY SEAL & PAVEMENT RESURFACING PRJ CIP NO.	1,065.00	**32,957.50**
R	LANGAN	03232	1093382	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	LANGUAGE NETWORK, INC.	06992	1093202	8/27/2020	389768	8/4/2020	4/23/19 TRANSLATION SRVC - CITY CLERKS	1,640.90	**1,640.90**
R	LARRIVA	11055	1093383	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	525.39	**525.39**
R	LARSEN	02488	1093384	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	200.43	**200.43**
R	LAST	05991	1093385	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	200.43	**200.43**
R	LAZZARINI	03290	1093386	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	339.03	**339.03**
R	LE	13304	1093203	8/27/2020	RNTL ASSIST - M.M.	8/24/2020	RENTAL ASSISTANCE FOR MARIA MARTINEZ 3850 DURFEE AVE APT B - ECON	1,200.00	**1,200.00**
R	LEBLANC	04387	1093387	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	116.14	**116.14**
R	LEGERE	03318	1093388	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	525.39	**525.39**
R	LEONARD	03303	1093247	8/27/2020	SUBSDY APR 18	4/5/2018	REPLACE CK #1073161 INS PREMIUM	826.04	
R	LEONARD	03303	1093389	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	864.82	**1,690.86**
R	LINN	08259	1093390	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	491.75	**491.75**
R	LOCKWOOD, ANDREW & NEWMAN, INC	11767	1093539	9/3/2020	180-10007-000-16	8/14/2020	SRVC THRU 07/31/20 STORM DRAIN IMPRVMT PRJ DESIGN SUPPORT CIP NC	960.00	**960.00**
R	LOGMEIN USA, INC.	13342	1093204	8/27/2020	1208095891	8/11/2020	08/11/20 - 08/10/21 ANNUAL GOTOMYPC CORPORATE SERVICE - ECON DEV	1,248.00	**1,248.00**
R	LOPEZ, CARLOS	04760	1093391	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	200.43	**200.43**
R	LOPEZ, FRANK	11933	1093392	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	525.39	**525.39**
R	LOPEZ, LINDA	13459	1093540	9/3/2020	RFND JUL 2020 INS	8/31/2020	REFUND OVERPYMT OF JULY 2020 DENTAL & VISION INSURANCE	208.94	**208.94**
R	LOS ANGELES TIMES	06200	1093205	8/27/2020	07.30.20	7/30/2020	ACCT#10006963260 SUBSCRIPTION THROUGH 09/24/20 - CMO	116.19	**116.19**

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	LUJAN	06507	1093393	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	468.57	**468.57**
R	MACHLIS	05256	1093394	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	188.03	**188.03**
R	MACKINTOSH	03226	1093395	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	335.93	**335.93**
R	MAGANA	03266	1093396	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	200.43	**200.43**
R	MAKAI SOLUTIONS	11014	1093248	8/27/2020	3466	2/13/2020	LABOR BAY#1/2 FORWARD DP10A-PROVIDED & INSTALLED 2 CYLINDERS, CY	2,171.24	**2,171.24**
R	MALONE	04390	1093397	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	148.03	**148.03**
R	MANAGED HEALTH NETWORK	11097	1093541	9/3/2020	PRM-054470	7/17/2020	AUG 2020 EMPLOYEE ASSISTANCE PROGRAM - HR	748.88	**748.88**
R	MARIN	09312	1093398	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	MARRUJO	04389	1093399	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	MASTERSON	03168	1093400	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	144.18	**144.18**
R	MATTHEWS	03277	1093401	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	864.82	**864.82**
R	MEDINA	03282	1093402	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	MENART	10334	1093403	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	525.39	**525.39**
R	MENDEZ	12001	1093404	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	525.39	**525.39**
R	MENDOZA	08001	1093405	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	METOYER	11697	1093406	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,189.78	**1,189.78**
R	METROPOLITAN LIFE INSURANCE	12956	1093207	8/27/2020	AUG 2020	7/15/2020	ACCT #KM05965542 AUG 2020 DENTAL INSURANCE PREMIUM	27,664.36	**27,664.36**
R	MEZA	02700	1093208	8/27/2020	8.20-21.20	8/24/2020	REIMB CHILDREN'S FACE MASKS & SUPPLIES FOR COVID-19 YOUTH LEARN &	256.14	
R	MEZA	02700	1093542	9/3/2020	8.31.20	8/31/2020	REIMB SUPPLIES & MATERIALS FOR COVID-19 YOUTH LEARN & CARE PRG - F	302.84	**558.98**
R	MILLER	03314	1093407	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	525.39	**525.39**
R	MIRELES, JUAN	03255	1093408	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,749.60	**1,749.60**
R	MIRELES, PETER JR.	03191	1093409	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	200.43	**200.43**
R	MITCHELL	03274	1093410	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	MONTANEZ	02731	1093209	8/27/2020	7.7.20	8/6/2020	REIMB LINERS FOR BEVERAGE RECYCLING GRANT	634.92	**634.92**
R	MOORE IACOFANO GOLTSMAN INC	02740	1093543	9/3/2020	0065508	8/11/2020	AUG 2020 LAMBERT PARK PHASE II - P&R	1,664.00	**1,664.00**
R	MORALES	03281	1093411	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	485.39	**485.39**
R	MORAZA	02742	1093412	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	525.39	**525.39**
R	MOSELEY	04955	1093413	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	946.81	**946.81**
R	MOTOROLA SOLUTIONS, INC.	02758	1093249	8/27/2020	42503	4/24/2020	EVIDENCE INTERFACE FOR PD	5,234.58	**5,234.58**
R	MOY	07049	1093414	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	200.43	**200.43**
R	MUNICIPAL WASTE SOLUTIONS	13380	1093250	8/27/2020	1001	6/15/2020	MAY 2020 -HAULER FEE ANALYSIS (20) HRS - ENVIRO SVCS DIV.	3,650.00	
R	MUNICIPAL WASTE SOLUTIONS	13380	1093250	8/27/2020	1010	7/5/2020	JUN 2020 - DELINQ. RUBBISH TAX ROLL ADMIN. FEE ANALYSIS - ENVIRO SVC	6,000.00	
R	MUNICIPAL WASTE SOLUTIONS	13380	1093544	9/3/2020	1015	8/5/2020	JUL 2020 CONSULT / SUPPORT TO ENVIRO SRVCS DIV.	4,650.00	**14,300.00**
R	MUSE	09373	1093415	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	MUSSENDEN	05550	1093416	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,397.52	**1,397.52**
R	NATIONWIDE ENVIRONMENTAL	02817	1093545	9/3/2020	30952	7/15/2020	JUL 2020 TRANSIT STOP CLEANING SVS FOR PW	15,000.00	**15,000.00**
R	NEUMEYER	05307	1093417	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	NINYO & MOORE	05743	1093546	9/3/2020	240975	8/18/2020	JUL 2020 THIRD-PARTY REVIEW SRVC FOR 3630 CYPRESS & 11312 ORCHARD	799.00	**799.00**
R	NORMAN A. TRAUB & ASSOCIATES	12837	1093210	8/27/2020	20041	7/19/2020	LEGAL SVCS RENDERED - POLICE DEPT. 07/07/20 - 07/13/20	2,120.00	
R	NORMAN A. TRAUB & ASSOCIATES	12837	1093253	8/27/2020	20041	7/19/2020	LEGAL SVCS RENDERED - POLICE DEPT. 05/27/20 - 06/30/20	3,600.00	**5,720.00**
R	NUNEZ	04516	1093418	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	200.43	**200.43**
R	NV5, INC.	12935	1093547	9/3/2020	176710	8/27/2020	JUL 2020 LAMBERT PARK IMPRVMT PRJ PHASE I CONSTRUCTION MGMT & I	45,859.45	
R	NV5, INC.	12935	1093548	9/3/2020	175390	8/18/2020	JUL 2020 4129 EUNICE AVE GRADING PLAN FOR ENGINEERING DIV.	1,420.00	
R	NV5, INC.	12935	1093548	9/3/2020	175389	8/18/2020	JUL 2020 3733 SINSTON DRIVE GRADING PLAN - ENGINEERING DIV.	650.00	**47,929.45**
R	OCHOA'S CUSTOM CONSTRUCTION	13191	1093211	8/27/2020	00101	7/21/2020	COMPLETION OF ROUGH PLUMBING, ELECTRICAL, DRYWALL & INTERIOR LA	22,135.00	**22,135.00**
R	OGAZ	02895	1093212	8/27/2020	06-2020	7/8/2020	BILLING-HEARINGS FOR JUL 2020 - ECON DEV DIV.	500.00	
R	OGAZ	02895	1093549	9/3/2020	07-2020	8/27/2020	BILLING-HEARINGS FOR AUG 2020 - ECON DEV DIV.	150.00	**650.00**

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	OGDEN	03192	1093419	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	856.34	**856.34**
R	OLIVA	07050	1093420	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	OLIVER	03169	1093421	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	200.43	**200.43**
R	PACHO	10310	1093422	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	525.39	**525.39**
R	PARKHOUSE TIRE INC	02957	1093213	8/27/2020	1010751287	7/31/2020	18 QTY DISPOSAL / ENVIRONMENTAL FEE - PD	72.00	**72.00**
R	PARS	02987	1093254	8/27/2020	46031	8/10/2020	PARS TRUST ADMIN FEE MO. END 06/30/20	8,770.16	**8,770.16**
R	PAWASARAT	03299	1093423	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	663.13	**663.13**
R	PENNEY	05306	1093424	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,189.78	**1,189.78**
R	PEREA JR	03244	1093425	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	POLANCO JR	11056	1093426	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	POPPERWELL	03278	1093427	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	POTIKOM	03292	1093428	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	PREST	07051	1093429	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	451.75	**451.75**
R	PRIETO	03218	1093430	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	506.24	**506.24**
R	PROVIDENTE	06673	1093431	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	436.64	**436.64**
R	PSOMAS	07077	1093255	8/27/2020	163681	6/18/2020	05/29-06/30/20 GIS CONSULTING WORK - PW UTIL	3,510.00	
R	PSOMAS	07077	1093255	8/27/2020	160614	3/6/2020	01/31-02/27/20 GIS CONSULTING WORK - PW UTIL	290.00	
R	PSOMAS	07077	1093256	8/27/2020	146165	11/8/2018	09.28.18-10.15.18 GIS DATA LAYER FOR USE IN THE GRANITENET APP - PW U	1,237.50	**5,037.50**
R	PUENTE HILLS FORD	03051	1093550	9/3/2020	80203	8/18/2020	SWITCH, KIT FOR PD VEH.	171.24	**171.24**
R	QUIROZ	10432	1093432	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	525.39	**525.39**
R	RAMIREZ	03241	1093433	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	RAVAGO	03211	1093434	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	REGENCY MANAGEMENT INC	13383	1093214	8/27/2020	RNTL ASSIST - E.C.	8/18/2020	RENTAL ASSISTANCE FOR EVELYN CAMPOS 4039 MAXSON RD APT #9 - ECON	1,200.00	**1,200.00**
R	RENDON, MARIE E	07054	1093435	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	RENDON, MICHAEL	07053	1093436	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	RENEER	05579	1093437	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	864.82	**864.82**
R	REYBURN	03230	1093438	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	106.06	**106.06**
R	REYES	03319	1093439	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	148.03	**148.03**
R	RICOH USA INC	08128	1093215	8/27/2020	5060111079	8/1/2020	CONTRACT #4702318 (08/01/20 - 08/31/20) BASE - HR/RM	285.31	
R	RICOH USA INC	08128	1093215	8/27/2020	5060112110	8/1/2020	CONTRACT #4774876 CURRENT READ FOR CITY CLERKS OFFICE	946.75	
R	RICOH USA INC	08128	1093215	8/27/2020	5060111902	8/1/2020	08/01/20 - 08/31/20 CITYWIDE COPIER LEASE (GROUP BASE)	3,257.90	
R	RICOH USA INC	08128	1093257	8/27/2020	5060209048	8/14/2020	CONTRACT #3915027 (02/23/20 - 04/22/20 CITYWIDE COPIERS OVERAGE CH	1,867.67	
R	RICOH USA INC	08128	1093552	9/3/2020	9028560938	8/21/2020	09/01/20 - 09/30/20 CITYWIDE COPIER LEASE	4,291.28	**10,648.91**
R	RIOS	10311	1093440	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,487.34	**1,487.34**
R	ROACH	07444	1093441	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	RODARTE, DANIEL	11874	1093442	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	485.39	**485.39**
R	RODARTE, OLIVIA	03217	1093443	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	485.39	**485.39**
R	RODRIGUEZ, JACK	13075	1093444	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	RODRIGUEZ, JESUS M.	11185	1093445	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	525.39	**525.39**
R	ROMAN	03305	1093446	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	525.39	**525.39**
R	ROMERO	04476	1093447	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	148.03	**148.03**
R	RSG, INC. (ROSENOW SPEVACEK	03158	1093216	8/27/2020	I006350	7/31/2020	JUL 2020 TIF STUDY TASK 3 - TAX INCREMENT ANALYSIS - PLANNING	1,116.25	
R	RSG, INC. (ROSENOW SPEVACEK	03158	1093216	8/27/2020	I006372	7/31/2020	JUL 2020 HOUSING AUTHORITY REPORT - HOUSING	187.50	
R	RSG, INC. (ROSENOW SPEVACEK	03158	1093216	8/27/2020	I006351	7/31/2020	JUL 2020 TIF STUDY TASK 5 - IMPLEMENTATION - PLANNING	4,188.75	
R	RSG, INC. (ROSENOW SPEVACEK	03158	1093216	8/27/2020	I006373	7/31/2020	JUL 2020 RPTTF PRIOR PERIOD ADJUSTMENT - ECON DEV	967.50	
R	RSG, INC. (ROSENOW SPEVACEK	03158	1093216	8/27/2020	I006374	7/31/2020	JUL 2020 ROPS & SUCCESSOR AGENCY ADMIN SUPORT - ECON DEV	90.00	
R	RSG, INC. (ROSENOW SPEVACEK	03158	1093216	8/27/2020	I006357	7/31/2020	JUL 2020 PRJ: FY18-19 SB 341 REPORT - ECON DEV	1,235.00	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	RSG, INC. (ROSENOW SPEVACEK	03158	1093216	8/27/2020	I006352	7/31/2020	JUL 2020 TIF STUDY TASK 4 - INFRASTRUCTURE NEEDS - PLANNING	683.75	
R	RSG, INC. (ROSENOW SPEVACEK	03158	1093216	8/27/2020	I006349	7/31/2020	JUL 2020 TIF STUDY TASK 2 - BOUNDARIES & INITIAL SCREENING CRITERIA -	2,972.11	
R	RSG, INC. (ROSENOW SPEVACEK	03158	1093216	8/27/2020	I006356	7/31/2020	JUL 2020 PRJ: 10.31.19 FAIR RETURN PETITION - ECON DEV	758.75	**12,199.61**
R	RUDNICK	13457	1093448	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,050.78	**1,050.78**
R	SALAZAR	04391	1093449	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	SAN BERNARDINO COUNTY	03374	1093258	8/27/2020	19184	1/28/2020	OCT-DEC 2019 USE OF FIRIING RANGE - PD	1,100.00	**1,100.00**
R	SAN GABRIEL VALLEY TRIBUNE	09807	1093217	8/27/2020	07.29.20	7/29/2020	SUBSCRIPTION FOR ACCT#900048086 - 13 WEEKS - CMO	139.43	**139.43**
R	SANCHEZ	03175	1093450	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	SANTANA	09313	1093451	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	SC FUELS	10059	1093219	8/27/2020	0266092	7/15/2020	PUB WKS FUEL (07/01/20-07/15/20)	6,259.35	
R	SC FUELS	10059	1093219	8/27/2020	0271739	7/31/2020	PD FUEL (07/16/20 -07/31/20)	9,398.70	
R	SC FUELS	10059	1093219	8/27/2020	0266093	7/15/2020	NEIGHBORHOOD SVCS FUEL (07/01/20 - 07/15/20)	152.91	
R	SC FUELS	10059	1093219	8/27/2020	0272055	7/31/2020	PUB WKS FUEL (07/16/20-07/31/20)	6,285.33	
R	SC FUELS	10059	1093219	8/27/2020	0266068	7/15/2020	P&R FUEL (07/01/20 - 07/15/20)	55.65	
R	SC FUELS	10059	1093219	8/27/2020	0277310	8/15/2020	PD FUEL (08/01/20 -08/15/20)	8,721.39	
R	SC FUELS	10059	1093219	8/27/2020	0272056	7/31/2020	NEIGHBORHOOD SVCS FUEL (07/16/20 - 07/31/20)	114.28	
R	SC FUELS	10059	1093259	8/27/2020	0260344	6/30/2020	NEIGHBORHOOD SVCS FUEL (06/15/20 - 06/30/20)	138.72	
R	SC FUELS	10059	1093554	9/3/2020	0271941	7/31/2020	TRANSPORTATION DIV FUEL (07/16/20- 07/31/20)	454.31	
R	SC FUELS	10059	1093554	9/3/2020	0277334	8/15/2020	TRANSPORTATION DIV FUEL (08/01/20- 08/15/20)	477.81	
R	SC FUELS	10059	1093554	9/3/2020	0266075	7/15/2020	TRANSPORTATION DIV FUEL (07/01/20- 07/15/20)	420.61	**32,479.06**
R	SCATCHARD	03222	1093452	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	200.43	**200.43**
R	SCHIRMER	10114	1093453	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	451.75	**451.75**
R	SCHUSTER, MARGARET	03264	1093454	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	506.24	**506.24**
R	SCHUSTER, STEVEN E	10149	1093455	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	792.12	**792.12**
R	SCS ENGINEERS	03337	1093556	9/3/2020	0383718	7/31/2020	JUL 2020 REVIEW ENVIRONMENTAL REPORT & CONSULT 1140-11730 VALLE	2,825.00	**2,825.00**
R	SEPULVEDA	10975	1093456	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	485.39	**485.39**
R	SERVIN	12585	1093557	9/3/2020	8.11-13.20	8/24/2020	REIMBURSE PETTY CASH 08/11/20 - 08/13/20	115.55	**115.55**
R	SGV CITY MANAGERS ASSOC.	13460	1093558	9/3/2020	FY20-21 DUES	8/26/2020	07/01/20 - 06/30/21 MEMBERSHIP DUES	55.00	**55.00**
R	SHERWOOD	03456	1093457	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	SHIMAZU	13456	1093458	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,050.78	**1,050.78**
R	SHRED-IT	12563	1093220	8/27/2020	8180352781	8/22/2020	08/13/20 ON-SITE SHREDDING SERVICES FOR TRESURY	53.50	**53.50**
R	SIEDENTOPP	10113	1093459	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	SINNIG	03293	1093460	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	506.24	**506.24**
R	SMART & FINAL	11740	1093559	9/3/2020	048483	8/26/2020	K CUPS, DIET COKE, COKE FOR CMO	69.09	
R	SMART & FINAL	03484	1093560	9/3/2020	026884	8/6/2020	WATER FOR PARKS/REC EVENT	34.04	
R	SMART & FINAL	03484	1093560	9/3/2020	027991	8/12/2020	SUPPLIES FOR PARKS/REC EVENT	41.69	
R	SMART & FINAL	03487	1093561	9/3/2020	040995	8/3/2020	ICE BAGS AND PICK UPS FOR PARKS/REC.	45.43	**190.25**
R	SNOOK	03291	1093461	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,154.02	**1,154.02**
R	SOSA	07371	1093462	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	441.10	**441.10**
R	SOUTHERN CALIFORNIA GAS CO	03527	1093565	9/3/2020	07.01-08.01.20	8/7/2020	AC#096-176-5242 6 (07.01-08.01.20) FUEL - TRANSP.	8,588.38	**8,588.38**
R	SOUTHERN CALIFORNIA NEWS GROUP	12950	1093566	9/3/2020	0011394387	7/5/2020	AC#5151860 FARMERS MARKET CAMPAIGN ADVERTISING	1,450.00	
R	SOUTHERN CALIFORNIA NEWS GROUP	12950	1093566	9/3/2020	0011396617	7/30/2020	AC#5151860 7/9-30/20 INTERACTIVE ADVERTISING O&O 300X250 CUBE 1 B	400.00	**1,850.00**
R	SOUTHLAND TRANSIT INC	03538	1093260	8/27/2020	ELMTR-06-2020	7/1/2020	JUN 2020 FIXED-ROUTE TRANSIT SERVICES CONTRACT FOR TRANSP.	92,348.86	**92,348.86**
R	SOUTHWEST SCHOOL & OFFICE	03540	1093567	9/3/2020	PINV0723515	8/11/2020	WATERCOLOR BRUSHES FOR COVID-19 YOUTH LEARN & CAR PROGRAM - P&	35.64	
R	SOUTHWEST SCHOOL & OFFICE	03540	1093568	9/3/2020	PINV0719455	7/27/2020	ART TISSUE, POSTER BOARD, ACRYLIC PAINT, CONSTRUCTION PPR - P&R	855.87	**891.51**
R	SPERRY	03307	1093463	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,094.14	**1,094.14**
R	SPOHN RANCH, INC.	13099	1093223	8/27/2020	EM004	7/25/2020	6/27-7/24/20 SKATEPARK CONSTRUCTION GIBSON MARIPOSA PARK - P&R	54,086.78	**54,086.78**

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	SSD SYSTEMS	08999	1093261	8/27/2020	S-01023863	5/18/2020	ADDED PART SSD CARD MULTICLASS H103 - PD	1,150.20	
R	SSD SYSTEMS	08999	1093569	9/3/2020	R-00192258	7/5/2020	JUL-SEP 2020 BURGLAR ALARM (CHE) SECURITY & FIRE (PW YARD)	3,870.00	
R	SSD SYSTEMS	08999	1093569	9/3/2020	R-00195423	7/5/2020	JUL-SEP 2020 FIRE ALARM SRVCS - CITYWIDE	5,169.93	
R	SSD SYSTEMS	08999	1093569	9/3/2020	R-00194093	7/5/2020	JUL-SEP 2020 BURGLAR ALARM SERVICES - SR CTR	240.00	
R	SSD SYSTEMS	08999	1093569	9/3/2020	R-00196022	7/5/2020	JUL-SEP 2020 SECURENET & FIRENET COMMUNICATOR - SR CTR	278.67	
R	SSD SYSTEMS	08999	1093569	9/3/2020	R-00196074	7/5/2020	JUL-SEP 2020 BURGLAR ALARM SERVICES - PD	15,829.62	
R	SSD SYSTEMS	08999	1093569	9/3/2020	R-00191678	7/5/2020	JUL-SEP 2020 VIDEO SYSTEM SRVCS - AQUATIC CTR	252.00	**26,790.42**
R	STACY	03257	1093464	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,189.78	**1,189.78**
R	STANLEY	12592	1093465	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	STAR TIRE CENTER INC	03571	1093262	8/27/2020	116853	6/8/2020	PARTS FOR TRAILER #267 - PD	171.60	
R	STAR TIRE CENTER INC	03571	1093262	8/27/2020	117003	6/26/2020	TIRES FOR PD	805.50	**977.10**
R	STATES	10139	1093466	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,189.78	**1,189.78**
R	STEVENS	12166	1093467	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	525.39	**525.39**
R	STRATIS	13211	1093468	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,538.62	**1,538.62**
R	SULLIVAN	03295	1093469	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	845.67	**845.67**
R	SUPER UNIQUE AUTO REPAIR	12311	1093263	8/27/2020	16704	4/7/2020	REPAIRS TO PD VEH UNIT #430	542.52	
R	SUPER UNIQUE AUTO REPAIR	12311	1093263	8/27/2020	16782	5/1/2020	REPAIRS TO PD VEH UNIT #260	357.30	
R	SUPER UNIQUE AUTO REPAIR	12311	1093263	8/27/2020	16528	2/20/2020	REPAIRS TO PD VEH UNIT #213	95.00	
R	SUPER UNIQUE AUTO REPAIR	12311	1093263	8/27/2020	16544	2/25/2020	REPAIRS TO PD VEH UNIT #419	190.00	**1,184.82**
R	SWANK MOTION PICTURES INC	10576	1093570	9/3/2020	BO 1723483	7/16/2020	RALPH BREAKS THE INTERNET WIDESCREEN DVD 8/14/20 - P&R	395.00	**395.00**
R	T&B PLANNING, INC.	12881	1093224	8/27/2020	20-6874 (FY20-21)	7/31/2020	JUL 2020 PROF SVCS RENDERED - PLANNING DIV.	3,598.00	**3,598.00**
R	TALAMANTEZ	07055	1093470	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	485.39	**485.39**
R	TCHARKHOUTIAN	05845	1093471	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	200.43	**200.43**
R	TELECOM LAW FIRM	11632	1093264	8/27/2020	9021	8/17/2020	MAR 2020 RE: WSC 21-19 (SYNERGY) 3380 FLAIR DR (SCE MATTER) - PLANNI	302.50	
R	TELECOM LAW FIRM	11632	1093264	8/27/2020	9020	8/17/2020	JUN 2020 RE: 10994 LOWER AZUSA RD (SYNERGY-AT&T) - PLANNING	518.60	
R	TELECOM LAW FIRM	11632	1093571	9/3/2020	8787	7/8/2020	07/06/20 RE: (WSC 01-20 (T-MOBILE) 11233-11225 OAK STREET - PLANNING	2,420.00	**3,241.10**
R	THE BUS DOCTOR 1	13451	1093572	9/3/2020	1032	8/7/2020	TR-95 LABOR ONLY REPLACED BATTERY EQUALIZER FOR TRANSP. DIV.	220.00	
R	THE BUS DOCTOR 1	13451	1093572	9/3/2020	1035	8/14/2020	TR-95 REPLACED SPARK PLUGS/FULL TUNE-UP (LABOR ONLY)	440.00	
R	THE BUS DOCTOR 1	13451	1093572	9/3/2020	1036	8/18/2020	TR-95 FIX INTERLOCK SYSTEM (LABOR ONLY)	220.00	
R	THE BUS DOCTOR 1	13451	1093572	9/3/2020	1034	8/12/2020	TR-95 ENGINE DIAGNOSTIC & CLEARED ALL CODES (LABOR ONLY)	385.00	
R	THE BUS DOCTOR 1	13451	1093572	9/3/2020	1033	8/11/2020	TR-95 REPLACED COOLANT SENSOR & RADIATOR FLASH (LABOR ONLY)	380.00	**1,645.00**
R	THE WORKSHOP	03914	1093265	8/27/2020	67443	6/18/2020	CODE ENF. CITATION BOOKS FOR PD	53.45	
R	THE WORKSHOP	03914	1093265	8/27/2020	67443	6/18/2020	CODE ENF. CITATION BOOKS FOR PD	852.95	
R	THE WORKSHOP	03914	1093573	9/3/2020	67533	7/27/2020	BUSINESS CARDS FOR SALVADOR MENDEZ - ENGINEERING	49.50	
R	THE WORKSHOP	03914	1093573	9/3/2020	67548	8/3/2020	BUSINESS CARDS FOR STEVEN GARCIA - ANIMAL CONTROL	38.50	
R	THE WORKSHOP	03914	1093573	9/3/2020	67557	8/6/2020	BUSINESS CARDS FOR JACOB SALMON & WYATT RENEER - PD	99.00	
R	THE WORKSHOP	03914	1093573	9/3/2020	67555	8/5/2020	BUSINESS CARDS FOR JOHN N. NGUYEN & BIANCA KING - HR/RM	99.00	**1,192.40**
R	THOMAS	06701	1093472	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	973.26	**973.26**
R	THOMPSON	03208	1093473	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	TIME WARNER CABLE	03671	1093225	8/27/2020	0669027081320	8/13/2020	ACCT#8448 30 018 0669027 (8/13/20 - 9/12/20 COMMUNITY CTR)	576.26	
R	TIME WARNER CABLE	03671	1093574	9/3/2020	0016703081620	8/16/2020	ACCT#8448 20 899 0016703 CITYWIDE CABLE TV & INTERNET SRVC	1,423.60	**1,999.86**
R	TIMKEN II	09283	1093474	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	525.39	**525.39**
R	TIMMINS	13074	1093475	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	200.43	**200.43**
R	TOM DODSON & ASSOCIATES	01870	1093575	9/3/2020	EL172 20-3	8/17/2020	7/6-14/20 CEQA SUPPORT FOR AFFORDABLE HOUSING PRJ 2ND PHASE - PLA	300.00	**300.00**
R	TOM'S CLOTHING & UNIFORMS INC	03682	1093576	9/3/2020	17285	7/24/2020	UNIFORMS AND CLOTHING	132.26	**132.26**
R	TOWNSEND PUBLIC AFFAIRS INC	09921	1093577	9/3/2020	16080	7/1/2020	JUL 2020 - CONSULTING SVCS FOR CMO	4,500.00	**4,500.00**
R	TREASURER AND TAX COLLECTOR /	13392	1093226	8/27/2020	C0009545	7/31/2020	AUG 2020 FIRE PROTECTION SERVICE	1,201,358.45	**1,201,358.45**

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	TREDENT DATA SYSTEMS, INC.	12388	1093578	9/3/2020	55458	8/14/2020	CONFIGURATION & TROUBLESHOOTING CLOUD REPLICATION ISSUE - I.T.	750.00	**750.00**
R	TROMP	08260	1093476	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	TROY GROUP INC	03709	1093227	8/27/2020	INV8995	8/21/2020	SERVICE WARRANTY 10/23/20 - 10/22/21 CHECK PRINTER - FINANCE	521.00	**521.00**
R	TULA	05251	1093477	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	634.23	**634.23**
R	TURNER	03297	1093478	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,189.78	**1,189.78**
R	UNIVERSITY OF SOUTHERN	10777	1093228	8/27/2020	005	7/27/2020	USC PRICE EXEC. SAFE COMMUNITES INSTITUTE (8/22 -12/12/20 TUITION F(	4,000.00	**4,000.00**
R	V & V MANUFACTURING INC	03774	1093266	8/27/2020	50986	6/19/2020	EL MONTE PD BADGE REPAIRS - PD	50.55	
R	V & V MANUFACTURING INC	03774	1093266	8/27/2020	50987	6/18/2020	EL MONTE PD BADGE REPAIRS - PD	101.09	
R	V & V MANUFACTURING INC	03774	1093266	8/27/2020	51033	6/29/2020	EL MONTE PD BADGE REPAIRS - PD	50.55	
R	V & V MANUFACTURING INC	03774	1093266	8/27/2020	50991	6/18/2020	EL MONTE PD BADGE REPAIRS - PD	50.55	
R	V & V MANUFACTURING INC	03774	1093266	8/27/2020	50990	6/18/2020	EL MONTE PD BADGE REPAIRS - PD	50.55	**303.29**
R	VAIL	06360	1093479	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	525.39	**525.39**
R	VALENTI-COHEN	03189	1093480	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	VALENZUELA	03778	1093481	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	VALLEY VISTA SERVICES INC	03784	1093580	9/3/2020	0004044987	7/1/2020	07/01/20-09/30/20 BONWOOD/KLINGERMAN APT RESIDENTIAL SRVC BILLI	24,735.33	**24,735.33**
R	VASQUEZ & COMPANY, LLP	06575	1093229	8/27/2020	2200676-IN	8/7/2020	PROF SVCS RENDERED - AUDIT SERVICES	11,000.00	**11,000.00**
R	VAUTRIN	13212	1093482	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,588.41	**1,588.41**
R	VERIZON WIRELESS	07329	1093230	8/27/2020	9860855220	8/15/2020	AC#772108629-00001 (07/16/20 - 08/15/20)	2,034.69	**2,034.69**
R	VOLUNTEERS OF AMERICA OF	08233	1093267	8/27/2020	MAY 2020	8/13/2020	MAY 2020 ESG RAPID RE-HOUSING PRG - HOUSING	1,841.56	
R	VOLUNTEERS OF AMERICA OF	08233	1093267	8/27/2020	MAY 2020	8/13/2020	MAY 2020 ESG STREET OUTREACH PROGRAM - HOUSING	2,030.08	
R	VOLUNTEERS OF AMERICA OF	08233	1093267	8/27/2020	MAY 2020	8/13/2020	MAY 2020 ESG HOMELESS PREVENTION PROGRAM - HOUSING	750.81	
R	VOLUNTEERS OF AMERICA OF	08233	1093267	8/27/2020	JUN 2020	8/14/2020	JUN 2020 ESG RAPID RE-HOUSING PRG - HOUSING	2,954.45	
R	VOLUNTEERS OF AMERICA OF	08233	1093267	8/27/2020	JUN 2020	8/14/2020	JUN 2020 ESG HOMELESS PREVENTION PROGRAM - HOUSING	772.97	
R	VOLUNTEERS OF AMERICA OF	08233	1093267	8/27/2020	JUN 2020	8/14/2020	JUN 2020 ESG STREET OUTREACH PROGRAM - HOUSING	1,175.76	**9,525.63**
R	WATERMAN	03256	1093483	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	630.56	**630.56**
R	WEINTRAUB	05640	1093484	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	200.43	**200.43**
R	WELCH	03258	1093485	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	778.48	**778.48**
R	WELDON, ANGELA	10976	1093486	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	200.43	**200.43**
R	WELDON, KENNETH	05180	1093487	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	1,268.06	**1,268.05**
R	WELLS FARGO MN, N.A.	04994	0825202001	8/25/2020	08.11.20	8/11/2020	TAXABLE TAX ALLOCATION REFUNDING BOND SERIES 2017 DEBT SVC PMT 1	1,704,503.13	**1,704,503.13**
R	WENRICK	12233	1093488	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	440.93	**440.93**
R	WHARY II	03312	1093489	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	672.46	
R	WHARY II	03312	1093581	9/3/2020	SEP-NOV 2020	8/29/2020	SEP-NOV 2020 RETIREE MEDICARE REIMBURSEMENT	433.80	**1,106.26**
R	WHITE	13448	1093231	8/27/2020	RNTL ASSIST	8/20/2020	RENTAL ASSISTANCE FOR EDWIN VELASQUEZ 11553 FOREST GROVE AVE - E(	1,200.00	**1,200.00**
R	WILKIES FLORIST	04960	1093582	9/3/2020	13485	7/30/2020	PLANTER FOR CITY HALL	55.00	**55.00**
R	WILLDAN ENGINEERING	03897	1093268	8/27/2020	00619505	7/13/2020	PROF SVCS RENDERED THRU 07.03.20 SANTA ANITA ACTIVE TRANSP. PROJ. (	9,402.00	
R	WILLDAN ENGINEERING	03897	1093583	9/3/2020	00619659	8/12/2020	SRVC THRU 07.31.20 SANTA ANITA ACTIVE TRANSPORTATION PRJ CIP 890 - I	7,505.75	
R	WILLDAN ENGINEERING	03897	1093583	9/3/2020	00619524	7/13/2020	SRVC THRU 07.03.20 ZONE 2 STREET IMPROVEMENT - ECON DEV	10,785.50	
R	WILLDAN ENGINEERING	03897	1093583	9/3/2020	00619369	7/17/2020	SRVC THRU 06.30.20 BIKE BLVD DESIGN CIP 031 - ENGINEERING	475.50	
R	WILLDAN ENGINEERING	03897	1093583	9/3/2020	00169370	7/17/2020	SRVC THRU 06.30.20 PAVEMENT REHAB CIP 031 - ENGINEERING	13,412.50	**41,581.25**
R	WILLDAN FINANCIAL SERVICES	04483	1093584	9/3/2020	010-45455	8/14/2020	SVCS THRU 7/31/20 USER FEES & DEVELOPMENT IMPACT FEE STUDY - ENGI	4,277.00	**4,277.00**
R	WILLIAMS	09965	1093491	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	525.39	**525.39**
R	WILLIAMS JR.	07056	1093490	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	845.67	**845.67**
R	WILLS	03903	1093492	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	485.39	**485.39**
R	WONG	03309	1093493	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	919.76	**919.76**
R	YAN	13458	1093585	9/3/2020	RNTL ASSIST	8/26/2020	RENTAL ASSISTANCE FOR MARIA ARCOS 11230 KLINGERMAN ST APT 3 - ECC	975.00	**975.00**
R	YOUNGQUIST	03953	1093494	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM	525.39	**525.39**

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	ZAJC	03219	1093495	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	ZINK	03301	1093496	9/8/2020	SUBSDY SEP 20	9/8/2020	INS PREMIUM & RETIREE CONTRIBUTION	160.43	**160.43**
R	**Regular Vendor Total**								**5,343,735.98**
T	DETROIT AUTO PARTS	01847	1093518	9/3/2020	S1-63922	8/13/2020	WINDSHIELD WASHER FLUID, OIL FILTER FOR PD	29.04	**29.04**
T	GRANT'S TRUE VALUE HARDWARE	02186	1093528	9/3/2020	b315742	8/13/2020	BLEACH SPRAYER FOR PARKS/REC DIV.	29.69	
T	GRANT'S TRUE VALUE HARDWARE	02186	1093528	9/3/2020	b315834	8/13/2020	BLEACH SPRAYER FOR PARKS/REC DIV.	29.69	**59.38**
T	HOME DEPOT	02285	1093195	8/27/2020	6624238	8/19/2020	CLEAR BUBBLE CUSHION FOR PARKS/REC DIV.	35.18	
T	HOME DEPOT	02285	1093195	8/27/2020	6624240	8/19/2020	ALMOND TABLE, DISINFECTANT - PARKS/REC DIV.	422.75	
T	HOME DEPOT	02285	1093195	8/27/2020	6624239	8/19/2020	TABLE TOP AIR CIRCULATOR - PARKS/REC DIV.	79.11	
T	HOME DEPOT	06479	1093531	9/3/2020	5533198	8/10/2020	RIDGID DRAIN SNAKE FOR PW MAINT.	559.90	
T	HOME DEPOT	06479	1093531	9/3/2020	3281004	7/27/2020	ELECTRICAL SUPPLIES FOR PW MAINT DIV.	216.55	
T	HOME DEPOT	06479	1093531	9/3/2020	2024805	7/14/2020	PANEL WITH FRAME, METAL PANEL, STUD SOLVER FOR PW MAINT.	50.78	
T	HOME DEPOT	06479	1093531	9/3/2020	6611478	7/30/2020	NUTS & WASHERS, BOLTS FOR PW MAINT.	26.43	
T	HOME DEPOT	06479	1093531	9/3/2020	0040654	8/5/2020	SUPPLIES FOR TROLLEY STN GUTTER REPAIRS - TRANSP.	720.30	
T	HOME DEPOT	06479	1093531	9/3/2020	0021952	8/5/2020	FACEMASKS, SAFETY GLASSES, GLOVES, MEASURING WHEEL- PW UTIL.	267.60	
T	HOME DEPOT	06479	1093531	9/3/2020	3101404	7/23/2020	CLAMP, HEXNUT, SCREWS FOR PW MAINT.	79.53	
T	HOME DEPOT	06479	1093531	9/3/2020	3545094	8/12/2020	KEYS FOR A/C BOX AT TROLLEY STN - TRANSP.	28.92	
T	HOME DEPOT	06479	1093531	9/3/2020	7302695	7/9/2020	PLANTS, MULCH FOR PW MAINT	288.51	
T	HOME DEPOT	06479	1093531	9/3/2020	4032483	8/11/2020	WOOD FOR SNEEZE GUARDS FOR PW MAINT.	208.05	
T	HOME DEPOT	06479	1093531	9/3/2020	7512469	7/29/2020	40 AMP BREAKERS FOR PW MAINT.	45.14	
T	HOME DEPOT	06479	1093531	9/3/2020	9510348	7/7/2020	STRETCH WRAP FOR PW UTIL. DIV.	26.38	
T	HOME DEPOT	06479	1093531	9/3/2020	0511769	7/16/2020	CORD, CABLE TIES, EXT CORD, BULB LIGHTS FOR PW MAINT.	1,075.68	
T	HOME DEPOT	06479	1093531	9/3/2020	9014723	7/27/2020	RED OAK FOR PW MAINT.	270.98	
T	HOME DEPOT	06479	1093531	9/3/2020	5275796	8/10/2020	GFCI OUTLET FOR PW MAINT.	80.20	
T	HOME DEPOT	06479	1093531	9/3/2020	5101271	7/21/2020	ADAPTERS, VALVE FOR PW UTIL. DIV.	34.55	**4,516.54**
T	NAPA AUTO PARTS	02791	1093251	8/27/2020	0523-266741	5/1/2020	REMAN BRAKE BOOSTER FOR PD VEH.	190.84	
T	NAPA AUTO PARTS	02791	1093251	8/27/2020	0523-240005	5/30/2019	OIL FILTER FOR PD VEH.	61.91	
T	NAPA AUTO PARTS	02791	1093251	8/27/2020	0523-271340	6/23/2020	WINDSHIELD WASHER PUMP FOR PD VEH.	21.99	
T	NAPA AUTO PARTS	02791	1093251	8/27/2020	0523-239829	5/28/2019	ALTERNATOR FOR PD VEH.	249.52	
T	NAPA AUTO PARTS	02791	1093251	8/27/2020	0523-238765	5/13/2019	NAPA OIL FILTER FOR PD VEH.	61.91	
T	NAPA AUTO PARTS	02791	1093251	8/27/2020	0523-270813	6/17/2020	PROSELECT AIR FILTERS FOR PD VEH.	22.06	
T	NAPA AUTO PARTS	02791	1093251	8/27/2020	0523-241055	6/12/2019	NAPA 55GAL 5W20, NAPA QUART 5W30 - PD VEH.	697.84	
T	NAPA AUTO PARTS	02791	1093251	8/27/2020	0523-271342	6/23/2020	AC CONDENSER FOR PD VEH.	137.49	
T	NAPA AUTO PARTS	02791	1093251	8/27/2020	0523-239429	5/22/2019	OIL FILTER AND BATTERY FOR PD VEH.	48.91	
T	NAPA AUTO PARTS	02791	1093251	8/27/2020	0523-271345	6/23/2020	AIR FRESHNER, OZIUM FOR PD VEH.	20.32	
T	NAPA AUTO PARTS	02791	1093251	8/27/2020	0523-266762	5/1/2020	CREDIT ON ACCT FOR RETURNED ITEM - CORE DEPOSIT, BRAKE BOOSTER - P	(258.70)	
T	NAPA AUTO PARTS	02791	1093251	8/27/2020	0523-266675	4/30/2020	BRAKE MASTER CYLINDER FOR PD VEH.	355.20	
T	NAPA AUTO PARTS	02791	1093251	8/27/2020	0523-242100	6/25/2019	ANTIFREEZE FOR PD VEH.	112.19	
T	NAPA AUTO PARTS	02791	1093251	8/27/2020	0523-240351	6/4/2019	STOPLIGHT SWITCH FOR PD VEH.	28.59	
T	NAPA AUTO PARTS	02791	1093251	8/27/2020	0523-239838	5/28/2019	CREDIT ON ACCT FOR RETURNED CORE DEPOSIT FOR PD VEH.	(96.80)	
T	NAPA AUTO PARTS	02791	1093252	8/27/2020	0523-247090	8/28/2019	CORE DEPOSIT CREDIT ON ACCT - PD	(19.80)	
T	NAPA AUTO PARTS	02791	1093252	8/27/2020	0523-244709	7/29/2019	CORE DEPOSIT CREDIT ON ACCT - PD	(1.96)	
T	NAPA AUTO PARTS	02791	1093252	8/27/2020	0523-243429	7/12/2019	LEGEND OE EXACT FIT BATTERY FOR PD VEH.	323.27	
T	NAPA AUTO PARTS	02791	1093252	8/27/2020	0523-246998	8/27/2019	BATTERY AND CORE DEPOSIT FOR PD VEH.	170.17	**2,124.95**
T	SAN GABRIEL VALLEY WATER CO	03406	1093218	8/27/2020	136205-08/20	8/14/2020	AC#1-1-031-1362-0-5 (07/15-08/13/20)	229.45	
T	SAN GABRIEL VALLEY WATER CO	03406	1093218	8/27/2020	518000-08/20	8/19/2020	AC#1-1-023-5180-0-0 (07/20-08/18/20)	114.38	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
T	SAN GABRIEL VALLEY WATER CO	03406	1093553	9/3/2020	031530-08/20	8/27/2020	AC#1-1-911-0315-3-0 (07/28-08/26/20)	8,205.70	
T	SAN GABRIEL VALLEY WATER CO	03406	1093553	9/3/2020	007650-08/20	8/27/2020	AC#1-1-911-0076-5-0 (07/28-08/26/20)	114.91	
T	SAN GABRIEL VALLEY WATER CO	03406	1093553	9/3/2020	016610-08/20	8/27/2020	AC#1-1-911-0166-1-0 (07/28-08/26/20)	2,367.41	**11,031.85**
T	SOUTHERN CALIFORNIA EDISON	03520	1093221	8/27/2020	5362767-0820	8/22/2020	AC#2-01-536-2767 (07/23-08/21/20)	11.50	
T	SOUTHERN CALIFORNIA EDISON	03520	1093221	8/27/2020	5366511-0820	8/18/2020	AC#2-01-536-6511 (07/08-08/06/20)	6,578.63	
T	SOUTHERN CALIFORNIA EDISON	03520	1093221	8/27/2020	5363211-0820	8/22/2020	AC#2-01-536-3211 (07/23-08/21/20)	379.13	
T	SOUTHERN CALIFORNIA EDISON	03520	1093221	8/27/2020	5367295-0820	8/22/2020	AC#2-01-536-7295 (07/23-08/21/20)	76.03	
T	SOUTHERN CALIFORNIA EDISON	03520	1093221	8/27/2020	5362759-0820	8/22/2020	AC#2-01-536-2759 (07/23-08/21/20)	57.09	
T	SOUTHERN CALIFORNIA EDISON	03520	1093221	8/27/2020	0845588-0820	8/20/2020	AC#2-42-084-5588 (07/21-08/19/20)	5,876.18	
T	SOUTHERN CALIFORNIA EDISON	03520	1093221	8/27/2020	2680504-0820	8/20/2020	AC#2-37-268-0504 (07/21-08/19/20)	346.17	
T	SOUTHERN CALIFORNIA EDISON	03520	1093221	8/27/2020	5368467-0820	8/20/2020	AC#2-01-536-8467 (07/21-08/19/20)	65.66	
T	SOUTHERN CALIFORNIA EDISON	03520	1093221	8/27/2020	5368608-0820	8/21/2020	AC#2-01-536-8608 (07/22-08/20/20)	52.57	
T	SOUTHERN CALIFORNIA EDISON	03520	1093221	8/27/2020	9613371-0820	8/22/2020	AC#2-20-961-3371 (07/23-08/21/20)	11.36	
T	SOUTHERN CALIFORNIA EDISON	03520	1093221	8/27/2020	0371988-0820	8/20/2020	AC#2-34-037-1988 (07/21-08/19/20)	592.55	
T	SOUTHERN CALIFORNIA EDISON	03520	1093221	8/27/2020	5368590-0820	8/21/2020	AC#2-01-536-8590 (07/22-08/20/20)	85.51	
T	SOUTHERN CALIFORNIA EDISON	03520	1093221	8/27/2020	5368533-0820	8/20/2020	AC#2-01-536-8533 (07/21-08/19/20)	61.26	
T	SOUTHERN CALIFORNIA EDISON	03520	1093221	8/27/2020	3422251-0820	8/22/2020	AC#2-33-342-2251 (07/23-08/21/20)	39.72	
T	SOUTHERN CALIFORNIA EDISON	03520	1093221	8/27/2020	0845596-0820	8/21/2020	AC#2-42-084-5596 (07/22-08/20/20)	1,851.30	
T	SOUTHERN CALIFORNIA EDISON	03520	1093221	8/27/2020	6888869-0820	8/22/2020	AC#2-39-688-8869 (07/21-08/19/20)	110.42	
T	SOUTHERN CALIFORNIA EDISON	03520	1093221	8/27/2020	5364797-0820	8/18/2020	AC#2-01-536-4797 (07/17-08/17/20)	61.28	
T	SOUTHERN CALIFORNIA EDISON	03520	1093221	8/27/2020	5364813-0820	8/22/2020	AC#2-01-536-4813 (07/23-08/21/20)	45.01	
T	SOUTHERN CALIFORNIA EDISON	03520	1093221	8/27/2020	7999306-0820	8/22/2020	AC#2-27-799-9306 (07/23-08/21/20)	8.16	
T	SOUTHERN CALIFORNIA EDISON	03520	1093562	9/3/2020	5365208-0820	8/26/2020	AC#2-01-536-5208 (07/27-08/25/20)	47.69	
T	SOUTHERN CALIFORNIA EDISON	03520	1093562	9/3/2020	9887597-0820	8/26/2020	AC#2-00-988-7597 (07/27-08/25/20)	37.83	
T	SOUTHERN CALIFORNIA EDISON	03520	1093562	9/3/2020	5364664-0820	8/26/2020	AC#2-01-536-4664 (07/27-08/25/20)	11.07	
T	SOUTHERN CALIFORNIA EDISON	03520	1093562	9/3/2020	9887308-0820	8/26/2020	AC#2-00-988-7308 (07/27-08/25/20)	8.16	
T	SOUTHERN CALIFORNIA EDISON	03520	1093562	9/3/2020	5366701-0820	8/25/2020	AC#2-01-536-6701 (07/24-08/24/20)	224.67	
T	SOUTHERN CALIFORNIA EDISON	03520	1093562	9/3/2020	5365224-0820	8/26/2020	AC#2-01-536-5224 (07/27-08/25/20)	72.89	
T	SOUTHERN CALIFORNIA EDISON	03520	1093562	9/3/2020	5365273-0820	8/26/2020	AC#2-01-536-5273 (07/27-08/25/20)	54.78	
T	SOUTHERN CALIFORNIA EDISON	03520	1093562	9/3/2020	5366917-0820	8/26/2020	AC#2-01-536-6917 (07/27-08/25/20)	52.41	
T	SOUTHERN CALIFORNIA EDISON	03520	1093562	9/3/2020	5364938-0820	8/25/2020	AC#2-01-536-4938 (07/24-08/24/20)	46.46	
T	SOUTHERN CALIFORNIA EDISON	03520	1093562	9/3/2020	9887779-0820	8/26/2020	AC#2-00-988-7779 (07/27-08/25/20)	36.23	
T	SOUTHERN CALIFORNIA EDISON	03520	1093562	9/3/2020	5364235-0820	8/26/2020	AC#2-01-536-4235 (07/27-08/25/20)	10.76	
T	SOUTHERN CALIFORNIA EDISON	03520	1093562	9/3/2020	9888025-0820	8/25/2020	AC#2-00-988-8025 (07/24-08/24/20)	7.90	
T	SOUTHERN CALIFORNIA EDISON	03520	1093562	9/3/2020	5367097-0820	8/26/2020	AC#2-01-536-7097 (07/27-08/25/20)	153.08	
T	SOUTHERN CALIFORNIA EDISON	03520	1093562	9/3/2020	5363153-0820	8/26/2020	AC#2-01-536-3153 (07/27-08/25/20)	62.35	
T	SOUTHERN CALIFORNIA EDISON	03520	1093562	9/3/2020	5365141-0820	8/26/2020	AC#2-01-536-5141 (07/27-08/25/20)	50.04	
T	SOUTHERN CALIFORNIA EDISON	03520	1093562	9/3/2020	5366883-0820	8/26/2020	AC#2-01-536-6883 (07/27-08/25/20)	45.44	
T	SOUTHERN CALIFORNIA EDISON	03520	1093562	9/3/2020	5362734-0820	8/26/2020	AC#2-01-536-2734 (07/27-08/25/20)	23.83	
T	SOUTHERN CALIFORNIA EDISON	03520	1093562	9/3/2020	5364748-0820	8/26/2020	AC#2-01-536-4748 (07/27-08/25/20)	10.59	
T	SOUTHERN CALIFORNIA EDISON	03520	1093562	9/3/2020	5362700-0820	8/25/2020	AC#2-01-536-2700 (07/24-08/24/20)	610.42	
T	SOUTHERN CALIFORNIA EDISON	03520	1093562	9/3/2020	5367147-0820	8/26/2020	AC#2-01-536-7147 (07/27-08/25/20)	75.36	
T	SOUTHERN CALIFORNIA EDISON	03520	1093562	9/3/2020	5365117-0820	8/26/2020	AC#2-01-536-5117 (07/27-08/25/20)	56.98	
T	SOUTHERN CALIFORNIA EDISON	03520	1093562	9/3/2020	5365174-0820	8/26/2020	AC#2-01-536-5174 (07/27-08/25/20)	50.20	
T	SOUTHERN CALIFORNIA EDISON	03520	1093562	9/3/2020	5364623-0820	8/25/2020	AC#2-01-536-4623 (07/24-08/24/20)	45.50	
T	SOUTHERN CALIFORNIA EDISON	03520	1093562	9/3/2020	5363690-0820	8/26/2020	AC#2-01-536-3690 (07/27-08/25/20)	25.79	
T	SOUTHERN CALIFORNIA EDISON	03520	1093562	9/3/2020	5363658-0820	8/26/2020	AC#2-01-536-3658 (07/27-08/25/20)	10.59	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
T	SOUTHERN CALIFORNIA EDISON	03520	1093562	9/3/2020	5367006-0820	8/26/2020	AC#2-01-536-7006 (07/27-08/25/20)	82.04	
T	SOUTHERN CALIFORNIA EDISON	03520	1093562	9/3/2020	9887217-0820	8/25/2020	AC#2-00-988-7217 (07/24-08/24/20)	57.86	
T	SOUTHERN CALIFORNIA EDISON	03520	1093563	9/3/2020	8793555-0820	8/25/2020	AC#2-34-879-3555 (07/24-08/24/20)	9,530.97	
T	SOUTHERN CALIFORNIA EDISON	03520	1093563	9/3/2020	5367527-0820	8/26/2020	AC#2-01-536-7527 (07/27-08/25/20)	144.06	
T	SOUTHERN CALIFORNIA EDISON	03520	1093563	9/3/2020	5367931-0820	8/26/2020	AC#2-01-536-7931 (07/27-08/25/20)	48.94	
T	SOUTHERN CALIFORNIA EDISON	03520	1093563	9/3/2020	5368079-0820	8/25/2020	AC#2-01-536-8079 (07/24-08/24/20)	44.89	
T	SOUTHERN CALIFORNIA EDISON	03520	1093563	9/3/2020	5367204-0820	8/26/2020	AC#2-01-536-7204 (07/27-08/25/20)	23.50	
T	SOUTHERN CALIFORNIA EDISON	03520	1093563	9/3/2020	3164360-0820	8/26/2020	AC#2-12-316-4360 (07/27-08/25/20)	11.07	
T	SOUTHERN CALIFORNIA EDISON	03520	1093563	9/3/2020	9084106-0820	8/26/2020	AC#2-23-908-4106 (07/27-08/25/20)	10.59	
T	SOUTHERN CALIFORNIA EDISON	03520	1093563	9/3/2020	9575061-0820	8/26/2020	AC#2-04-957-5061 (07/27-08/25/20)	1,023.50	
T	SOUTHERN CALIFORNIA EDISON	03520	1093563	9/3/2020	5367667-0820	8/26/2020	AC#2-01-536-7667 (07/27-08/25/20)	81.87	
T	SOUTHERN CALIFORNIA EDISON	03520	1093563	9/3/2020	5367964-0820	8/26/2020	AC#2-01-536-7964 (07/27-08/25/20)	48.47	
T	SOUTHERN CALIFORNIA EDISON	03520	1093563	9/3/2020	3524167-0820	8/25/2020	AC#2-26-352-4167 (07/24-08/24/20)	44.11	
T	SOUTHERN CALIFORNIA EDISON	03520	1093563	9/3/2020	5367568-0820	8/26/2020	AC#2-01-536-7568 (07/27-08/25/20)	14.74	
T	SOUTHERN CALIFORNIA EDISON	03520	1093563	9/3/2020	8027482-0820	8/26/2020	AC#2-20-802-7482 (07/27-08/25/20)	11.07	
T	SOUTHERN CALIFORNIA EDISON	03520	1093563	9/3/2020	3291205-0820	8/26/2020	AC#2-26-329-1205 (07/27-08/25/20)	8.24	
T	SOUTHERN CALIFORNIA EDISON	03520	1093563	9/3/2020	5949403-0820	8/26/2020	AC#2-22-594-9403 (07/27-08/25/20)	221.27	
T	SOUTHERN CALIFORNIA EDISON	03520	1093563	9/3/2020	5367246-0820	8/26/2020	AC#2-01-536-7246 (07/27-08/25/20)	53.68	
T	SOUTHERN CALIFORNIA EDISON	03520	1093563	9/3/2020	0078469-0820	8/26/2020	AC#2-38-007-8469 (07/27-08/25/20)	46.64	
T	SOUTHERN CALIFORNIA EDISON	03520	1093563	9/3/2020	5367212-0820	8/26/2020	AC#2-01-536-7212 (07/27-08/25/20)	28.26	
T	SOUTHERN CALIFORNIA EDISON	03520	1093563	9/3/2020	0252288-0820	8/26/2020	AC#2-19-025-2288 (07/27-08/25/20)	11.07	
T	SOUTHERN CALIFORNIA EDISON	03520	1093563	9/3/2020	5427669-0820	8/26/2020	AC#2-01-542-7669 (07/27-08/25/20)	10.59	
T	SOUTHERN CALIFORNIA EDISON	03520	1093563	9/3/2020	1785066-0820	8/26/2020	AC#2-41-178-5066 (07/27-08/25/20)	358.62	
T	SOUTHERN CALIFORNIA EDISON	03520	1093563	9/3/2020	5367501-0820	8/26/2020	AC#2-01-536-7501 (07/27-08/25/20)	54.62	
T	SOUTHERN CALIFORNIA EDISON	03520	1093563	9/3/2020	5367592-0820	8/26/2020	AC#2-01-536-7592 (07/27-08/25/20)	46.74	
T	SOUTHERN CALIFORNIA EDISON	03520	1093563	9/3/2020	5367923-0820	8/26/2020	AC#2-01-536-7923 (07/27-08/25/20)	42.48	
T	SOUTHERN CALIFORNIA EDISON	03520	1093563	9/3/2020	3273088-0820	8/26/2020	AC#2-26-327-3088 (07/27-08/25/20)	11.83	
T	SOUTHERN CALIFORNIA EDISON	03520	1093563	9/3/2020	5368913-0820	8/26/2020	AC#2-01-536-8913 (07/27-08/25/20)	10.59	
T	SOUTHERN CALIFORNIA EDISON	03520	1093564	9/3/2020	5362601-0820	8/27/2020	AC#2-01-536-2601 (07/28-08/26/20)	6,414.85	
T	SOUTHERN CALIFORNIA EDISON	03520	1093564	9/3/2020	5363120-0820	8/29/2020	AC#2-01-536-3120 (07/30-08/28/20)	466.38	
T	SOUTHERN CALIFORNIA EDISON	03520	1093564	9/3/2020	5367881-0820	8/28/2020	AC#2-01-536-7881 (07/29-08/27/20)	70.55	
T	SOUTHERN CALIFORNIA EDISON	03520	1093564	9/3/2020	5700209-0820	8/27/2020	AC#2-14-570-0209 (07/28-08/26/20)	58.24	
T	SOUTHERN CALIFORNIA EDISON	03520	1093564	9/3/2020	5364763-0820	8/29/2020	AC#2-01-536-4763 (07/30-08/28/20)	54.00	
T	SOUTHERN CALIFORNIA EDISON	03520	1093564	9/3/2020	0190574-0820	8/29/2020	AC#2-26-019-0574 (07/30-08/28/20)	44.38	
T	SOUTHERN CALIFORNIA EDISON	03520	1093564	9/3/2020	5364771-0820	8/29/2020	AC#2-01-536-4771 (07/30-08/28/20)	33.28	
T	SOUTHERN CALIFORNIA EDISON	03520	1093564	9/3/2020	5364631-0820	8/28/2020	AC#2-01-536-4631 (07/29-08/27/20)	13.30	
T	SOUTHERN CALIFORNIA EDISON	03520	1093564	9/3/2020	1232343-0820	8/27/2020	AC#2-21-123-2343 (07/28-08/26/20)	5,030.38	
T	SOUTHERN CALIFORNIA EDISON	03520	1093564	9/3/2020	5363732-0820	8/29/2020	AC#2-01-536-3732 (07/30-08/28/20)	145.54	
T	SOUTHERN CALIFORNIA EDISON	03520	1093564	9/3/2020	5366149-0820	8/29/2020	AC#2-01-536-6149 (07/30-08/28/20)	67.55	
T	SOUTHERN CALIFORNIA EDISON	03520	1093564	9/3/2020	5364706-0820	8/27/2020	AC#2-01-536-4706 (07/28-08/26/20)	56.51	
T	SOUTHERN CALIFORNIA EDISON	03520	1093564	9/3/2020	5365000-0820	8/27/2020	AC#2-01-536-5000 (07/28-08/26/20)	51.78	
T	SOUTHERN CALIFORNIA EDISON	03520	1093564	9/3/2020	5365067-0820	8/27/2020	AC#2-01-536-5067 (07/28-08/26/20)	43.28	
T	SOUTHERN CALIFORNIA EDISON	03520	1093564	9/3/2020	3131683-0820	8/29/2020	AC#2-02-313-1683 (07/30-08/28/20)	26.76	
T	SOUTHERN CALIFORNIA EDISON	03520	1093564	9/3/2020	5365836-0820	8/29/2020	AC#2-01-536-5836 (07/30-08/28/20)	11.68	
T	SOUTHERN CALIFORNIA EDISON	03520	1093564	9/3/2020	5266873-0820	8/27/2020	AC#2-03-526-6873 (07/28-08/26/20)	2,018.41	
T	SOUTHERN CALIFORNIA EDISON	03520	1093564	9/3/2020	5365034-0820	8/27/2020	AC#2-01-536-5034 (07/28-08/26/20)	88.03	
T	SOUTHERN CALIFORNIA EDISON	03520	1093564	9/3/2020	4836354-0820	8/29/2020	AC#2-31-483-6354 (07/30-08/28/20)	59.45	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
T	SOUTHERN CALIFORNIA EDISON	03520	1093564	9/3/2020	0187679-0820	8/27/2020	AC#2-31-018-7679 (07/28-08/26/20)	54.35	
T	SOUTHERN CALIFORNIA EDISON	03520	1093564	9/3/2020	5363294-0820	8/29/2020	AC#2-01-536-3294 (07/30-08/28/20)	50.36	
T	SOUTHERN CALIFORNIA EDISON	03520	1093564	9/3/2020	9584205-0820	8/29/2020	AC#2-27-958-4205 (07/30-08/28/20)	36.98	
T	SOUTHERN CALIFORNIA EDISON	03520	1093564	9/3/2020	0772888-0820	8/29/2020	AC#2-29-077-2888 (07/30-08/28/20)	16.74	
T	SOUTHERN CALIFORNIA EDISON	03520	1093564	9/3/2020	5368947-0820	8/28/2020	AC#2-01-536-8947 (07/29-08/27/20)	10.91	
T	SOUTHERN CALIFORNIA EDISON	03520	1093564	9/3/2020	5362627-0820	8/28/2020	AC#2-01-536-2627 (07/29-08/27/20)	2,182.41	
T	SOUTHERN CALIFORNIA EDISON	03520	1093564	9/3/2020	5367261-0820	8/27/2020	AC#2-01-536-7261 (07/28-08/26/20)	139.22	
T	SOUTHERN CALIFORNIA EDISON	03520	1093564	9/3/2020	5365802-0820	8/29/2020	AC#2-01-536-5802 (07/30-08/28/20)	60.77	
T	SOUTHERN CALIFORNIA EDISON	03520	1093564	9/3/2020	5367337-0820	8/27/2020	AC#2-01-536-7337 (07/28-08/26/20)	54.93	
T	SOUTHERN CALIFORNIA EDISON	03520	1093564	9/3/2020	5365521-0820	8/28/2020	AC#2-01-536-5521 (07/29-08/27/20)	51.31	
T	SOUTHERN CALIFORNIA EDISON	03520	1093564	9/3/2020	5364987-0820	8/27/2020	AC#2-01-536-4987 (07/28-08/26/20)	38.87	
T	SOUTHERN CALIFORNIA EDISON	03520	1093564	9/3/2020	3002509-0820	8/27/2020	AC#2-28-300-2509 (07/28-08/26/20)	24.50	
T	SOUTHERN CALIFORNIA EDISON	03520	1093564	9/3/2020	5367873-0820	8/28/2020	AC#2-01-536-7873 (07/29-08/27/20)	11.50	**47,710.06**
T	SOUTHERN CALIFORNIA GAS CO	03525	1093222	8/27/2020	169617-08/20	8/20/2020	AC#169 617 4100 2 (07/20-08/18/20)	769.76	
T	SOUTHERN CALIFORNIA GAS CO	03525	1093222	8/27/2020	154864-08/20	8/20/2020	AC#154 864 1641 3 (07/20-08/18/20)	21.34	
T	SOUTHERN CALIFORNIA GAS CO	03525	1093222	8/27/2020	175917-08/20	8/20/2020	AC#175 917 4102 4 (07/20-08/18/20)	306.22	
T	SOUTHERN CALIFORNIA GAS CO	03525	1093222	8/27/2020	146517-08/20	8/20/2020	AC#146 517 2134 3 (07/20-08/18/20)	20.13	
T	SOUTHERN CALIFORNIA GAS CO	03525	1093222	8/27/2020	188644-08/20	8/21/2020	AC#188 644 8039 9 (07/21-08/19/20)	1,310.15	
T	SOUTHERN CALIFORNIA GAS CO	03525	1093222	8/27/2020	140317-08/20	8/21/2020	AC#140 317 4100 3 (07/21-08/19/20)	231.89	
T	SOUTHERN CALIFORNIA GAS CO	03525	1093222	8/27/2020	138217-08/20	8/21/2020	AC#138 217 4100 9 (07/21-08/19/20)	14.30	
T	SOUTHERN CALIFORNIA GAS CO	03525	1093222	8/27/2020	173817-08/20	8/20/2020	AC#173 817 4100 2 (07/20-08/18/20)	251.09	
T	SOUTHERN CALIFORNIA GAS CO	03525	1093222	8/27/2020	144517-08/20	8/21/2020	AC#144 517 4100 4 (07/21-08/19/20)	17.68	**2,942.56**
T	**Top Vendor Total**								**68,414.38**
V	LEONARD, MARK	03303	1073161	4/5/2018	SUBSDY APR 18	4/5/2018	INS PREMIUM (VOID 8/27/20)	(826.04)	
V	BEACON MEDIA INC	08350	1092975	8/13/2020	AB1522	8/3/2020	NOTICE OF ELECTION (VOID 8/27/20)	(6,376.00)	
V	**Void Check Total**								**(7,202.04)**
	Grand Total								**7,288,790.84**

CITY OF EL MONTE

CITY MANAGER'S OFFICE
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF SEPTEMBER 15, 2020

September 4, 2020

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

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, STATE OF CALIFORNIA, ADJOURNING THE REGULAR CITY COUNCIL MEETING OF OCTOBER 6, 2020 TO THE NEXT REGULAR MEETING DATE OF OCTOBER 20, 2020 PURSUANT TO GOVERNMENT CODE SECTION 54955

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve a Resolution of the El Monte City Council to adjourn the regularly scheduled meeting of October 6, 2020 to the next regularly scheduled meeting of October 20, 2020.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

It is requested that the City Council adjourn (i.e., cancel) the regularly scheduled meeting of October 6, 2020 for the purpose of accommodating the anticipated scheduled vacation and furlough days of staff.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

It is customary for City Councils to "go dark" in order to accommodate City Councilmembers' and staff's vacation schedules. This year, due to COVID-19, many staff members have delayed their summer vacations until more businesses have opened for business. Due to the delayed vacation schedules; and the initiation of furlough days needed to be taken by employees, staff is recommending that the City Council meeting regularly scheduled for October 6, 2020 be cancelled.

There will be no disruption to City operations during this period. All warrants will be reviewed by a designee of the Treasurer and paid during the month of May. The same warrants will be submitted for formal approval by the City Council at its regular meeting of October 20, 2020.

CONCLUSION

It is requested that the City Council approve the attached Resolution approving the adjournment of its regularly scheduled meeting of October 6, 2020 to the next regularly scheduled meeting date of October 20, 2020 pursuant to Government Code Section 54955 and subject to all notice and posting requirements established under Government Code Section 54955.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

Attachment: Resolution to Go Dark on October 6, 2020

DATE: SEPTEMBER 15, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, STATE OF CALIFORNIA, ADJOURNING THE REGULAR CITY COUNCIL MEETING OF OCTOBER 6, 2020 TO THE NEXT REGULAR MEETING DATE OF OCTOBER 20, 2020 PURSUANT TO GOVERNMENT CODE SECTION 54955

WHEREAS, due to COVID-19 many staff members have delayed their vacations until more businesses and attractions have opened to the public; and

WHEREAS, many employees of three (3) of the four (4) labor groups must now take furlough days in accordance with the recently ratified Side Letter Agreements; and

WHEREAS, several Directors and staff members have not had an opportunity to enjoy time away from work due to commitments related to the City's response to the COVID-19 pandemic.

NOW, THEREFORE, the City Council of the City of El Monte does hereby resolve as follows:

SECTION 1. Pursuant to Government 54955, the City Council Regular Meeting routinely scheduled for October 6, 2020 is hereby adjourned to the next Regular Meeting date of October 20, 2020. . The City Clerk shall give and post all such notice as may be required under Government Code Section 54955.

SECTION 2. To the limited extent permitted under Government Code Section 53910 and Government Code Section 37208-37209, the Finance Director, during the month of October 2020, may pay such undisputed demands for payment which may become past due if not paid prior to the second regularly scheduled City Council meeting in October 2020, provided that such expenditures are authorized under the City's Fiscal Year 2020-2021 budget and are made in conformity with City's contracting policies. The Finance Director shall report all such payments to the City Council upon the first regular meeting on October 20, 2020.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council.

Passed, Approved, and Adopted this 15th 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 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 15th day of September, 2020 and that said resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ORDINANCE NO. 2984

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. <u>Notice Inviting Bids</u>. 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. <u>Published Notice</u>. 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 readvertising 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. <u>Written Agreements</u>. All procurements subject to this section shall be made by written agreement approved as to form by the City Attorney.

L. <u>Scope of Application</u>. 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. <u>Applicable Award Procedures</u>: 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 be 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 15th day of September, 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. 2984 was introduced for a first reading on the 1st day of September, 2020 and approved for a second reading and adopted by said Council at its regular meeting held on the 15th 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

PARKS, RECREATION AND
COMMUNITY SERVICES DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF SEPTEMBER 15, 2020

September 8, 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 AUTHORIZATION TO ACCEPT ADDITIONAL FUNDING FROM THE SKATEPARK PROJECT AND DELTA AIRLINES AND PACKS EL MONTE FOR DESIGN AND CONSTRUCTION OF A SKATEPARK LOCATED AT GIBSON MARIPOSA PARK IN THE AMOUNT OF $35,000

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the City of El Monte to accept funding from The Skate Park Project and Delta Airlines in the amount of $25,000; as well as $10,000 from Packs El Monte; and
2. Authorize the City Manager or her designee to sign all necessary documents to execute grant documentation.

BACKGROUND

In 2012, the City of El Monte opened the 4.3 acre Gibson Mariposa Park, which has a butterfly theme that features a splash pad, playground, two quarter-sized basketball courts, picnic areas, benches and restrooms. In the original design the northern portion of the park was earmarked for a potential water treatment facility (operable unit). The water treatment facility was anticipated to be developed one-year after the completion of park construction. However, in 2018 the water treatment facility was relocated to Arden Drive given that the new site location provided a site advantage for the water treatment facility. With the relocation of the water treatment facility, the northern portion of the site has remained undeveloped.

In August 2019, the City of El Monte held their first skate park outreach meeting at the Rock N' Wednesdays Concert in the Park. The community was asked to provide feedback on materials, design and preferences for a skate park. On August 29, 2019, the Parks, Recreation and Community Services Department in collaboration with Spohn

Ranch hosted an outreach meeting at Gibson Mariposa Park. With over 100 residents and local skateboard enthusiasts present the community was able to provide feedback on the design features and amenities. After the outreach meeting Spohn Ranch Inc. had gathered enough information and feedback from both the community and city staff to confidently proceed with design. In an effort to obtain thorough feedback, during the month of December 2019, the City hosted a third outreach meeting at the Holiday House, provided a survey through SurveyMonkey and offered opportunities for drop in comments at Gibson Mariposa Park. The objective of the third outreach engagement was to obtain the communities approval of the final design and amenities to be included within the skatepark. The design includes skateable art features, grind rails and a butterfly shaped bowl. The community was extremely receptive to the design and is anxiously awaiting the construction of the skatepark.

In February 2020, the City Council approved the skate park construction as a design-build project with some components being pre-manufactured skate park equipment along with on-site skate park construction. Gibson Mariposa Park's skatepark butterfly theme will feature 3,000 square feet of sculpted concrete curving and winding in the shape of a butterfly. The artistic "butterfly bowl" is the focal point of the design, but colored concrete "stripes" flow from the bowl throughout the entire skatepark to continue the butterfly theme and pay homage to the beautiful stripes found on a butterfly's wings.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In June 2020, the City of El Monte was notified of a $10,000 donation to the Gibson Mariposa Skatepark project by Packs El Monte. The following month, the City applied for funds for a skatepark facility located at Gibson Mariposa Park with The Skatepark Project and Delta Airlines. On August 14, 2020 the City was awarded a $25,000 grant (Attachment 1) for the design and construction of the skatepark to be completed within three (3) years of the date of the signed agreement.

DISCUSSION

The City of El Monte is eligible for grant funding in the amount of $25,000 for the design and construction of a skatepark at Gibson Mariposa Park. The City agrees to include a sponsored plaque with the Delta Airlines and Packs El Monte. The Skatepark Project logos on park monument signage as depicted in Attachment 2.

The City will provide written progress report via The Skatepark Project's online questionnaire and submit a final report and photographs upon the park opening.

FISCAL IMPACT

There is no impact to the General Fund by approving this item. The Skatepark Project is not requiring matching funds.

CONCLUSION

It is recommended that the City Council Authorize the City of El Monte to accept funding from The Skatepark Project and Delta Airlines in the amount of $25,000 and authorize the City Manager or designee to sign all necessary documents to execute grant documentation as well as accept the donation of $10,000 from the Packs El Monte.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

AMBER SERVIN
Interim Parks, Recreation and Community Services Director

ATTACHMENTS
Attachment 1 – The Skatepark Project Grant Award Agreement
Attachment 2 – Delta Airlines and The Skatepark Project logos on park monument signage

DATE: September 15, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

THE SKATEPARK PROJECT

14 August 2020

City of El Monte
11333 Valley Blvd
3rd Floor, Mayor's Office
El Monte, CA 91731
Attn: Mayor Andre Quintero

Dear Mayor Quintero,

I'm pleased to inform you that The Skatepark Project and Delta Air Lines have raised $25,000 to assist in the **design and construction** of your public, non-profit skatepark in El Monte. Please review and sign the grant agreement outlined below.

It is our hope that this grant from The Skatepark Project might also help raise your project's public profile and accelerate local fundraising efforts. We'll leave such publicity strategies to your discretion.

Please return this agreement to: 1611-A S. Melrose DR #360, Vista, CA 92081.

The grant is made subject to the following conditions:

1. You agree to assume any and all liability for:
    a. The construction and operation of the skateboard park, and
    b. The implementation of any information or advice given to you by The Skatepark Project.

The Skatepark Project has the right to terminate the grant, to modify or withhold any payment otherwise due under the grant, or to require repayment of any expended or unexpended grant funds if the skateparks are not operational within **three** (3) years of the date of this agreement, or if in The Skatepark Project's sole judgment, and with consideration of the City's explanation:

a. Grant funds or income arising from the grant have been used for purposes other than the design and construction of the skatepark, as described above; or
b. Your organization has failed to comply with any of the terms of the grant.

3. You agree to provide a written progress report (via The Skatepark Project's online questionnaire) on or before six months from the date of this agreement, **and every six months thereafter** until the skatepark opens, detailing the manner in which the Grant money has been spent and the progress you've made in accomplishing the purpose of the Grant. Upon opening the skatepark, you agree to **submit a final report**, including a photograph (or photographs) showing the entire skatepark.

4. You qualify as a public charity as described in Section 501(c)(3) and under IRC sec. 170(b)(1)(a), or you are a state or local agency, including public school systems or public projects. You agree to inform The Skatepark Project immediately of any alterations in your organization's structure or activities which may adversely affect its status under this Code provision.

5. You agree NOT to expend The Skatepark Project grant funds:
    a. To carry on propaganda or otherwise to attempt to influence legislation within the meaning of the Internal Revenue Code 4945(d)(1), or

    b. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Internal Revenue Code Section 4945(d)(2). (The term "legislation" in this case does <u>not</u> include actions by executive, judicial or administrative bodies, such as school boards, housing authorities, zoning boards, and similar federal, state or local special-purpose bodies.)

THE SKATEPARK PROJECT

6. Neither Tony Hawk's name or likeness may be used for any purpose, including, without limitation, in connection with the skatepark and/or any other activities of City of El Monte, or otherwise. Notwithstanding the foregoing, you are welcome to make any appropriate public announcements about this grant, particularly if they are designed to boost local fundraising efforts.

7. You give The Skatepark Project permission to publicly release information concerning this grant, including the name of the organization.

8. You shall defend, indemnify and hold harmless The Skatepark Project, Tony Hawk, Inc., Tony Hawk, Delta Air Lines, and each of their affiliates, officers, directors, partners, shareholders, employees, contractors, successors, licensees and assigns, of and from all liability, loss, damage, claim or expense (including attorneys' fees and court costs) with respect to any and all claims arising in connection with this grant and/or the skateparks, including, without limitation, any and all third party claims for injuries and or other damages, if any, resulting at, or otherwise related to, the skateparks.

9. You agree to include **Delta Air Lines** on a 5 inch x 24 inch (approximately) plaque on park signage.

Please signify your agreement to the above terms of the grant by applying your electronic signature below. The agreement must be signed by the officer or officers who are, under your bylaws and the law governing you, authorized to execute contracts on your organization's behalf. Please apply your electronic signature **no later than 14 days from the date of this agreement** and download the executed document for your records.

After we've been notified of the executed agreement, we'll send you the check or transfer the funds.

Sincerely,

Miki Vuckovich
Executive Director
The Skatepark Project

Agreed to and accepted on behalf of City of El Monte on

By:

Name:

Title:

The electronic-transfer payment will be made to: City of El Monte

Please enter the Grant Recipient bank-account routing information below.

Bank Name:

Bank ABA:

Account Number:

Account Name:

Sponsored by

DELTA

PACKS

EL MONTE

sales@internationalbronze.net

CITY OF EL MONTE

PARKS, RECREATION AND
COMMUNITY SERVICES DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF SEPTEMBER 1, 2020

August 29, 2020

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

Dear Mayor and City Council:

CONSIDERATION AND AUTHORIZATION TO ACCEPT ADDITIONAL FUNDING FROM THE LOS ANGELES COUNTY WORKFORCE DEVELOPMENT AGING AND COMMUNITY SERVICES FOR THE ELDERLY NUTRITION PROGRAM FOR CONTRACT YEAR 2020-2021 IN THE AMOUNT OF $176,000

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the City of El Monte Parks, Recreation and Community Services Department to accept additional funding from the Los Angeles County Workforce Development Aging and Community Services for the Elderly Nutrition Program for Contract Year 2020-2021 in the amount of $176,000; and

2. Authorize the City Manager to designate the Interim Parks, Recreation and Community Services Director to sign all necessary documents to execute grant documentation.

3. Authorize an increase appropriation in the amount of $176,000 in the Elderly Nutrition Program Fund 256 for the FY 2020/21 fiscal budget to expenditure account number 256-55-551-6111 and revenue account 256-55-4221 respectively; and authorize the use of WDAC funds for this budget amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of El Monte (the "City") has participated in the Elderly Nutrition Program for the last 41 years, with an average of 25,000 hot and cold meals served annually. The Elderly Nutrition Program is funded through the Los Angeles County Workforce Development Aging and Community Services - Older Americans Act.

On June 23, 2020, the City Council accepted, the Los Angeles County Workforce Development Aging and Community Services (WDACS) four (4) year grant award of $115,000 annually (Attachment 1) to operate the Elderly Nutrition Program. Due to the COVID-19 pandemic Elderly Nutrition Meal distribution in the City has increased by 70%. As a response to the COVID-19 pandemic and due to these unprecedented times and the effects that the pandemic is having on our older populations WDACS is awarding additional funding to the City in the amount of $176,000 (Attachment 2) to ensure that meal services are funded for our older population. The additional funding is being awarded through the California Department of Aging CARES Act funding $97,000 and County of Los Angeles CARES Act funding $79,000.

DISCUSSION

The is eligible for additional funding in the amount of $176,000 to provide meals to those 60 years of age and older, effective July 1, 2020 through June 30, 2021.

The Los Angeles County Development Aging and Community Services administer the Older Americans Act Title III monies that fund the Elderly Nutrition Program. The County reimburses the City based on number of meals served it is estimated at $6.24 per meal. Due to an increase in participation and increase of $.14 per meal this year, the cost of each meal is $4.12. With the aforementioned, the Parks, Recreation and Community Services Department anticipate serving additional 28,205 meals.

CONTRACTING PROCESS

The Los Angeles County Development Aging and Community Services will forward an allocation letter and Subaward Amendment to the City for execution. It is recommended that the City Council authorize the City Manager to designate the Parks, Recreation and Community Services Director and/or Deputy Director to sign all necessary documents to execute the grant.

FISCAL IMPACT

There is no impact to the General Fund by approving this item. The County is not requiring matching funds. Acceptance of this allocation will require Finance to increase the grant award amount by $176,000 for contract year 2020-2021.

CONCLUSION

It is recommended that the City Council Authorize the City of El Monte Parks, Recreation and Community Services Department to accept funding from the Los Angeles County Development Aging and Community Services for the Elderly Nutrition Program for Contract Year 2020-2021 in the amount of $176,000 and authorize the City Manager to designate the Interim Parks, Recreation and Community Services Director to sign all necessary documents to execute grant documentation.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

AMBER SERVIN
Interim Parks, Recreation and Community Services Director

ATTACHMENTS

Attachment 1 – City of El Monte WDACS ENP Contract WDACS Grant Award

Attachment 2 – City of El Monte WDACS Additional Funding Allocation

DATE: September 15, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

SUBAWARD

BY AND BETWEEN

COUNTY OF LOS ANGELES

WORKFORCE DEVELOPMENT, AGING AND COMMUNITY SERVICES

AND

CITY OF EL MONTE

FOR

ELDERLY NUTRITION PROGRAM (ENP)

SUBAWARD NUMBER ENP202104

SUBAWARD PERIOD JULY 2020 - JUNE 2021

TABLE OF CONTENTS

PARAGRAPH		TITLE	PAGE
		RECITALS	**6**
1.0		**APPLICABLE DOCUMENTS**	**7**
2.0		**DEFINITIONS AND HEADINGS**	**8**
3.0		**WORK**	**9**
4.0		**TERM OF SUBAWARD**	**10**
5.0		**SUBAWARD SUM**	**10**
	5.1	TOTAL SUBAWARD SUM	10
	5.2	WRITTEN APPROVAL FOR REIMBURSEMENT	12
	5.3	NOTIFICATION OF 75% OF SUBAWARD SUM	12
	5.4	NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF SUBAWARD	12
	5.5	INVOICES AND PAYMENTS	12
	5.6	UNIT RATE ADJUSTMENTS	18
	5.7	LIMITATIONS ON USE OF SUBAWARD SUMS	19
	5.8	OTHER SUBAWARDS	20
	5.9	JOINT FUNDING REVENUES	21
	5.10	FEDERAL AWARD INFORMATION	21
	5.11	SUBRECIPIENT INDIRECT COSTS	22
	5.12	MATCH CONTRIBUTION	23
	5.13	DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER	24
6.0		**ADMINISTRATION OF SUBAWARD - COUNTY**	**25**
	6.1	COUNTY ADMINISTRATION	25
	6.2	COUNTY'S CONTRACT MANAGER	25
	6.3	COUNTY'S PROGRAM MANAGER	25
	6.4	COUNTY'S COMPLIANCE MANAGER	26
	6.5	COUNTY'S BUSINESS HOURS	26
7.0		**ADMINISTRATION OF SUBAWARD - SUBRECIPIENT**	**26**
	7.1	SUBRECIPIENT ADMINISTRATION	26
	7.2	SUBRECIPIENT'S PROJECT MANAGER	26
	7.3	APPROVAL OF SUBRECIPIENT'S STAFF	26
	7.4	SUBRECIPIENT'S STAFF IDENTIFICATION	27
	7.5	BACKGROUND AND SECURITY INVESTIGATIONS	27
	7.6	CONFIDENTIALITY	29
8.0		**STANDARD TERMS AND CONDITIONS**	**31**
	8.1	AMENDMENTS	31
	8.2	ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS	32
	8.3	AUTHORIZATION WARRANTY	33
	8.4	BUDGET REDUCTIONS	34

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.5	COMPLAINTS	34
8.6	COMPLIANCE WITH APPLICABLE LAWS	35
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	36
8.8	COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM	37
8.9	CONFLICT OF INTEREST	39
8.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON RE-EMPLOYMENT LIST	39
8.11	CONSIDERATION OF HIRING GAIN AND GROW PARTICIPANTS	39
8.12	CONTRACTOR RESPONSIBILITY AND DEBARMENT	40
8.13	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	42
8.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	42
8.15	COUNTY'S QUALITY ASSURANCE PLAN	43
8.16	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	43
8.17	EMPLOYMENT ELIGIBILITY VERIFICATION	43
8.18	FACSIMILE REPRESENTATIONS	44
8.19	FAIR LABOR STANDARDS	44
8.20	FORCE MAJEURE	44
8.21	GOVERNING LAW, JURISDICTION, AND VENUE	45
8.22	INDEPENDENT CONTRACTOR STATUS	45
8.23	INDEMNIFICATION	45
8.24	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE	46
8.25	INSURANCE COVERAGE	50
8.26	LIQUIDATED DAMAGES	51
8.27	MOST FAVORED PUBLIC ENTITY	52
8.28	NON-DISCRIMINATION AND AFFIRMATIVE ACTION	52
8.29	NON-EXCLUSIVITY	54
8.30	NOTICE OF DELAYS	54
8.31	NOTICE OF DISPUTES	54
8.32	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	54
8.33	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	54
8.34	NOTICES	54
8.35	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	55
8.36	PUBLIC RECORDS ACT	55
8.37	PUBLICITY	55
8.38	RECORD RETENTION, INSPECTION AND AUDIT SETTLEMENT	56
8.39	RECYCLED BOND PAPER	61
8.40	LOWER TIER SUBAWARD	61
8.41	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	63
8.42	TERMINATION FOR CONVENIENCE	64
8.43	TERMINATION FOR DEFAULT	64
8.44	TERMINATION FOR IMPROPER CONSIDERATION	65
8.45	TERMINATION FOR INSOLVENCY	66
8.46	TERMINATION FOR NON - ADHERENCE OF COUNTY LOBBYIST ORDINANCE	66

TABLE OF CONTENTS

PARAGRAPH		TITLE	PAGE
	8.47	TERMINATION FOR NON - APPROPRIATION OF FUNDS	67
	8.48	VALIDITY	67
	8.49	WAIVER	67
	8.50	WARRANTY AGAINST CONTINGENT FEES	67
	8.51	WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	67
	8.52	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY' S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	68
	8.53	TIME OFF FOR VOTING	68
	8.54	COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING POLICY	68
	8.55	INTENTIONALLY OMITTED	69
	8.56	COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES	69
	8.57	COMPLIANCE WITH COUNTY POLICY OF EQUITY	69
	8.58	PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)	69
9.0		**UNIQUE TERMS AND CONDITIONS**	**69**
	9.1	ALLEGATIONS OF FRAUD AND/OR ABUSE	69
	9.2	AMERICANS WITH DISABILITIES ACT (ADA)	70
	9.3	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	71
	9.4	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)	71
	9.5	FIXED ASSETS, NON-FIXED ASSETS AND SUPPLIES	71
	9.6	LIMITATION ON CORPORATE ACTS	72
	9.7	INTENTIONALLY OMITTED	72
	9.8	MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN	72
	9.9	MODIFICATIONS	72
	9.10	NEPOTISM	74
	9.11	OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT	74
	9.12	PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION	75
	9.13	PROBATION AND SUSPENSION	76
	9.14	TRANSITION OF SUBAWARD SERVICES	78
	9.15	TRAVEL EXPENSES	80
	9.16	DRUG-FREE WORKPLACE	81
	9.17	INFORMATION TECHNOLOGY, SECURITY AND PRIVACY REQUIREMENTS	81
	9.18	REMEDIES FOR NON-COMPLIANCE	93
	9.19	PAYMENT AND PERFORMANCE GUARANTIES	94
	9.20	SUBAWARD DOCUMENT DELIVERABLES	96
	9.21	FISCAL REPORTING REQUIREMENTS	101
	9.22	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) AND SYSTEM FOR AWARD MANAGEMENT (SAM)	106
	9.23	UNUSUAL OCCURRENCES AND CRIME	106
	9.24	FEMA PROVISIONS	107

SIGNATURES

TABLE OF CONTENTS

EXHIBITS

Exhibit A (Statement of Work)

Exhibit B (Intentionally Omitted)

Exhibit C (Intentionally Omitted)

Exhibit D (Subrecipient's Equal Employment Opportunity Certification)

Exhibit E (County's Administration)

Exhibit F (Subrecipient's Administration)

Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement)

Exhibit G2 (Intentionally Omitted)

Exhibit G3 (Intentionally Omitted)

Exhibit H (Jury Service Ordinance)

Exhibit I (Safely Surrendered Baby Law)

Exhibit J (Intentionally Omitted)

Exhibit K (Intentionally Omitted)

Exhibit L (Intentionally Omitted)

Exhibit M1 (Intentionally Omitted)

Exhibit M2 (Intentionally Omitted)

Exhibit M3 (Intentionally Omitted)

Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA))

Exhibit O (Charitable Contributions Certification)

Exhibit P (Definitions)

Exhibit Q (Accounting, Administration and Reporting Requirements)

Exhibit R (Joint Funding Revenue Disclosure)

TABLE OF CONTENTS

Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies)

Exhibit T (Intentionally Omitted)

Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program)

Exhibit V (Contract Management System - Contractor's Gateway Terms and Conditions of Use)

Exhibit W1 (Budget)

Exhibit X1 (Mandated Program Services)

Exhibit Y (List of Lower Tier Subawards)

Exhibit Z (Intentionally Omitted)

Exhibit AA (Subrecipient's Compliance with Encryption Requirements)

Exhibit BB (Criteria and Standards for Letters of Credit and Certificates of Deposit)

Exhibit CC (FEMA Provisions)

Exhibit DD (California Civil Rights Laws Certification)

RECITALS

This agreement for services ("Subaward" or "Contract") is made and entered into this **1st day of July 2020** by and between the parties identified below:

County of Los Angeles through its Department of
Workforce Development, Aging and Community Services
("County")

County's Business Address:
3175 West Sixth Street
Los Angeles, CA 90020

and

City of El Monte
("Subrecipient" or "Contractor")

Subrecipient's Business Address:
3120 North Tyler Avenue
El Monte, CA 91731

WHEREAS, pursuant to the provisions of the Older Americans Act Title 42 United States Code Section 3001 etseq. ("OAA") and the Mello-Granlund Older Californians Act California Welfare and Institutions Code Section 9000 et seq.("OCA"), the California Department of Aging ("CDA" or "State") is authorized to administer elements of the OAA and OCA as it relates to the provision of nutrition services; and

WHEREAS, County may operate programs which are determined to serve public purposes and County may contract with agencies for the provision of such services; and

WHEREAS, County has established its Elderly Nutrition Program ("ENP" or "Program"), and County and Subrecipient agree to engage contractually whereby Subrecipient shall provide ENP Services as specified in Exhibit A (Statement of Work) and elsewhere herein in exchange for County's reimbursement to Subrecipient for those Services; and

WHEREAS, Subrecipient warrants that it possesses and shall maintain the competence, expertise and personnel necessary to provide such ENP Services within County's jurisdictional boundaries for Supervisorial District 1 throughout the term of this Subaward; and

WHEREAS, Subrecipient further warrants that throughout the entirety of this Subaward, Subrecipient shall establish and implement written administrative, management and personnel policies and procedures to govern the management and administration of ENP in order to ensure that all goals and objectives are achieved as contracted; and

WHEREAS, County and Subrecipient recognize and agree that specific terms (including, but not limited to, Subrecipient, Contractor, Subaward, Contract, etc.) which are used throughout this agreement for Services are required to be used interchangeably in order to comply with Federal, State and County regulations as stated in Subparagraph 2.2; and

WHEREAS, on **June 9, 2020**, the Los Angeles County Board of Supervisors authorized the Acting

Director of County of Los Angeles Workforce Development, Aging and Community Services ("County's Department Head") or his/her designee to enter, execute and administer this Subaward.

NOW therefore, in consideration of the mutual promises, covenants and conditions set forth herein, the parties County and Subrecipient hereto agree as follows:

1.0 APPLICABLE DOCUMENTS

1.1 Exhibits A, D, E, F, G1, H, I, N, O, P, Q, R, S, U, V, W1, X1, Y, AA, BB, CC, and DD are attached to and form a part of this Subaward. This Subaward constitutes the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Subaward. No change to this Subaward shall be valid unless prepared pursuant to Subparagraph 8.1 (Amendments) and signed by both parties.

1.2 Intentionally Omitted

1.3 The headings, page numbers, Paragraph and Subparagraph numbers contained in this Subaward are for convenience and reference only and are not intended to define the scope of any provision herein.

1.4 References in this Subaward to Federal, State, County and/or other governmental laws, rules, regulations, ordinances, guidelines, directives and Program memoranda shall mean such laws, rules, regulations, ordinances, guidelines, directives and Program memoranda as amended, revised and/or modified from time to time. To access current County directives, contact your assigned Contract Analyst or visit County's website at: http://wdacs.lacounty.gov/programs/program-directives/.

1.5 Unless expressly stated otherwise, all approvals, consents and determinations made by or on behalf of County, under this Subaward, shall be in writing, and shall be given or made in the sole discretion of the person or County agent authorized to provide such approval or consent.

1.6 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, Service, or other work, or otherwise between the base Subaward and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Subaward and then to the Exhibits according to the following priority:

1.6.1 Exhibit A (Statement of Work)

1.6.2 Exhibit D (Subrecipient's Equal Employment Opportunity Certification)

1.6.3 Exhibit E (County's Administration)

1.6.4 Exhibit F (Subrecipient's Administration)

1.6.5 Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement)

1.6.6 Exhibit H (Jury Service Ordinance)

1.6.7 Exhibit I (Safely Surrendered Baby Law)

1.6.8 Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA))

1.6.9 Exhibit O (Charitable Contributions Certification)

1.6.10 Exhibit P (Definitions)

1.6.11 Exhibit Q (Accounting, Administration and Reporting Requirements)

1.6.12 Exhibit R (Joint Funding Revenue Disclosure)

1.6.13 Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies)

1.6.14 Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program)

1.6.15 Exhibit V (Contract Management System - Contractor's Gateway Terms and Conditions of Use)

1.6.16 Exhibit W1 (Budget)

1.6.17 Exhibit X1 (Mandated Program Services)

1.6.18 Exhibit Y (List of Lower Tier Subawards)

1.6.19 Exhibit AA (Subrecipient's Compliance with Encryption Requirements)

1.6.20 Exhibit BB (Criteria and Standards for Letters of Credit and Certificates of Deposit)

1.6.21 Exhibit CC (FEMA Provisions)

1.6.22 Exhibit DD (California Civil Rights Laws Certification)

1.7 In addition to the terms and conditions listed herein, Subrecipient shall comply with the State's terms and conditions and shall obtain the most current version of the CDA contract and any amendments thereto which are available online as follows: https://wdacs.lacounty.gov/doing-business-with-wdacs/.

1.8 All forms of written communications (including but not limited to letters (i.e., allocation letters, etc.), notices, directives, e-mails, etc.) provided to Subrecipient pertaining to Program Services, operations, funding, budgeting, and the like are hereby incorporated by reference and shall form a part of this Subaward. Subrecipient shall comply with all directions and instructions issued by County through these forms of communication.

2.0 DEFINITIONS AND HEADINGS

2.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. Exhibit P (Definitions) provides the meaning of key words used herein. These

definitions shall be construed to have the meaning provided, unless otherwise apparent from the context in which they are used, or specifically noted herein.

2.2 In order to comply with the requirements of Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq., throughout the entirety of this Subaward, specific terms are used to refer to this agreement which is identified as "Subaward By and Between County of Los Angeles Workforce Development, Aging and Community Services and City of El Monte for Elderly Nutrition Program (ENP) Services Subaward Number ENP202104 Subaward Period July 1, 2020 - June 30, 2021" ("Subaward"), the party to this agreement who is identified as **City of El Monte** ("Subrecipient"), a third-party agreement ("Lower Tier Subaward") and a third-party ("Lower Tier Subrecipient"). In order to comply with County of Los Angeles statutes and Board mandates, in some instances, other similar terms are also used to refer to this agreement which is identified as "Subaward By and Between County of Los Angeles Workforce Development, Aging and Community Services and City of El Monte for Elderly Nutrition Program (ENP) Services Subaward Number ENP202104 Subaward Period July 1, 2020 - June 30, 2021" ("Contract"), the party to this agreement who is identified as **City of El Monte** ("Contractor"), a third-party agreement ("Subcontract") and/or a third-party ("Subcontractor"). In all cases, when the terms Subaward, Subrecipient, Lower Tier Subaward and Lower Tier Subrecipient are used then these shall have the meaning provided herein and as noted in Exhibit P (Definitions).

3.0 WORK

3.1 Pursuant to the provisions of this Subaward, Subrecipient shall fully perform, complete and deliver on time, all tasks, deliverables, Services and other work as set forth herein.

3.2 If Subrecipient provides any tasks, deliverables, goods, Services, or other work, other than as specified in this Subaward, the same shall be deemed to be a gratuitous effort on the part of Subrecipient, and Subrecipient shall have no claim whatsoever against County.

3.3 In the performance of this Subaward, Subrecipient shall comply with the following (which may be amended, modified or revised from time to time by County and/or other funding authorities): all terms and conditions of this Subaward (including all terms contained in the Exhibits hereto) as well as those imposed and required by County and/or other funding authorities; all Program memoranda; implementing regulations; grant requirements; and, all relevant rules and policies.

3.4 Subrecipient acknowledges that time is of the essence in the provision and completion of the Work provided to County as stipulated in this Subaward, as is the timely conveyance of reporting deliverables to County, as also stipulated in this Subaward.

3.5 Subrecipient's performance under the requirements of this Subaward will be evaluated during each Fiscal Year (hereafter "Fiscal Year" or "Program Year"). Subrecipient shall provide Services and expend the Subaward Sum allocated for any Fiscal Year under this Subaward as stated in: Paragraph 5.0 (Subaward Sum); Exhibit A (Statement of Work), Attachment 1 (Performance Requirements Summary Chart); Budget exhibit(s); and, Mandated Program Services exhibit(s).

3.6 At County's request, Subrecipient shall complete a new Budget exhibit(s) and Mandated Program Services exhibit(s) and submit them to County prior to the beginning of the Fiscal Year or as directed by County. Such documents shall

be completed in accordance with the requirements noted on each such document, as directed by County, and pursuant to Program guidelines.

3.7 Subrecipient acknowledges that this Subaward includes Performance Requirements and Standards which are provided in Exhibit A (Statement of Work), Attachment 1 (Performance Requirements Summary Chart). These Requirements will be used to measure Subrecipient's performance of the Subaward and the Work. Subrecipient shall adhere to the Performance Requirements, Standards and the corresponding Acceptable Quality Level identified in Exhibit A (Statement Work), Attachment 1 (Performance Requirements Summary Chart).

3.8 The Subaward Sum allocated for any Fiscal Year under this Subaward and the Services associated with those funds may be reduced from Subrecipient's allocation and reallocated to other ENP subrecipients that are performing and/or expending at a higher level and qualify for increases if Subrecipient fails to provide at least ninety-five percent (95%) of the Services and/or expend at least ninety-five percent (95%) of the Subaward Sum allocated during the Fiscal Year as provided in Paragraph 5.0 (Subaward Sum).

3.9 Subrecipient agrees that the performance of Work and Services pursuant to the requirements of this Subaward shall conform to accepted professional standards.

4.0 TERM OF SUBAWARD

4.1 The term of this Subaward shall be one (1) year commencing on July 1, 2020, upon execution by the parties, and shall continue through June 30, 2021, unless sooner terminated or extended in writing by County, in whole or in part, as provided in this Subaward. The term of this Subaward will operate on County's Fiscal Year period as defined in Exhibit P (Definitions).

4.2 Following the initial term as set forth in Subparagraph 4.1 above, County shall have the sole option to extend the Contract term for up to three (3) additional one-year periods for a maximum total Contract term of four (4) years. Each such option and extension shall be exercised at the sole discretion of County's Department Head or his/her designee as authorized by the Board of Supervisors.

4.3 Subrecipient acknowledges County maintains databases that track/monitor Subrecipient's performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a Subaward term extension option.

4.4 Subrecipient shall notify County when this Subaward is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, Subrecipient shall send written notification to County's Contract Manager at the address herein provided in Exhibit E (County's Administration).

5.0 SUBAWARD SUM

5.1 TOTAL SUBAWARD SUM

5.1.1 Cost Reimbursement Subaward

5.1.1.1 County and Subrecipient agree that this is a cost reimbursement Subaward based on the firm-fixed unit rate(s) set forth in Budget exhibit(s) and Mandated Program Services exhibit(s) for the Fiscal Year or Program Year identified in each such document. This unit rate(s) shall remain firm and

fixed throughout the entire term of such Fiscal Year or Program Year under this Subaward. County and Subrecipient further agree that the unit rate(s) represents Subrecipient's true, actual and supported costs which are incurred solely for providing Services hereunder. For purposes of this Subaward, such true/actual costs are those costs which are net of any applicable credits including, but not limited to, discounts, refunds, adjustments, rebates, allowances, etc. and are inclusive of any taxes, delivery/shipping charges, etc.

5.1.1.2 County shall reimburse Subrecipient for supplying the Services as set forth in Exhibit A (Statement of Work), Budget exhibit(s) and Mandated Program Services exhibit(s). In the event that County or any of its duly authorized representatives (including, but not limited to, Federal, State and other County agents) notes any discrepancy(ies) between Subrecipient's true/actual costs and the costs which have been reimbursed to Subrecipient then County shall remedy such discrepancy(ies) at County's sole discretion.

5.1.1.3 Subrecipient shall track Subaward Sums and contributions. Subrecipient shall provide a tracking of Subaward Sums during an audit as indicated in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).

5.1.2 **Funding Allocations**

5.1.2.1 During the term of this Subaward, Subrecipient shall receive funding for providing the Services outlined in this Subaward. The funding allocation for the initial term of this Subaward is **$115,000** ("Subaward Sum Year 1") and the year-to-date funding allocation is **$115,000** ("Maximum Subaward Sum"). Any additional funding that is allocated under this Subaward will increase the Maximum Subaward Sum.

5.1.2.2 In the event that County exercises its renewal options under this Subaward, the projected funding will be allocated to Subrecipient annually for each Fiscal Year that this Subaward is renewed as follows: **$115,000** ("Subaward Sum Year 2"); **$115,000** ("Subaward Sum Year 3"); and, **$115,000** ("Subaward Sum Year 4"). If County exercises all renewal options under this Subaward, the Maximum Subaward Sum is projected to be **$460,000**.

5.1.2.3 Pursuant to Subparagraph 8.1 (Amendments), County may amend this Subaward upon occurrence of any changes to the Subaward Sum. Future allocations of the Subaward Sums will be contingent upon Subrecipient's level of performance/expenditure and the availability and appropriation of funds from Federal, State, and/or local authorities and such funds may be

subsequently adjusted to reflect available funding.

5.1.3 **Subaward Sum Year 1 Funding Source(s)**

5.1.3.1 The Subaward Sum Year 1 for this Subaward is comprised of monies which are identified by the funding source(s) or governing statue(s) listed below. The funding source(s) and governing statute(s) authorize County to use these monies to provide Program Services.

5.1.3.2 Older Americans Act Title III C-1 (Nutrition Services) original baseline funds available for use for Supervisorial District 1 for contracted ENP Title III C-1 Services identified in the "Fiscal Year 2020-21 Original Baseline Funding Allocation for Elderly Nutrition Program Services" funding allocation letter for the term of July 1, 2020 through June 30, 2021: **$115,000**

5.2 WRITTEN APPROVAL FOR REIMBURSEMENT

5.2.1 Subrecipient shall not be entitled to payment or reimbursement for any tasks or Services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Subrecipient's duties, responsibilities, or obligations, or performance of same by any person or entity other than Subrecipient, whether through assignment, Lower Tier Subaward, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with County's express prior written approval.

5.3 NOTIFICATION OF 75% OF SUBAWARD SUM

5.3.1 Subrecipient shall maintain a system of record keeping that will allow Subrecipient to determine when it has incurred seventy-five percent (75%) of the Subaward Sum allocated for any Fiscal Year under this Subaward. Upon occurrence of this event, Subrecipient shall send written notification to County's Contract Manager at the address provided in Exhibit E (County's Administration).

5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF SUBAWARD

5.4.1 Subrecipient shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by Subrecipient after the expiration or other termination of this Subaward. Should Subrecipient receive any such payment, Subrecipient shall immediately notify County's Contract Manager and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration or termination of this Subaward shall not constitute a waiver of County's right to recover such payment from Subrecipient. This provision shall survive the expiration or other termination of this Subaward.

5.5 INVOICES AND PAYMENTS

5.5.1 Subrecipient shall invoice County only for providing the tasks,

deliverables, goods, Services, and other work specified in Exhibit A (Statement of Work), Mandated Program Services exhibit(s) and elsewhere hereunder. Subrecipient shall prepare invoices, which shall include the charges owed to Subrecipient by County under the terms of this Subaward. Each invoice shall be based on actual expenditures and Subrecipient shall not submit an invoice based on budgeted or estimated costs (i.e., Subrecipient shall not submit an invoice based on 1/12th of the Subaward Sum allocated for any Fiscal Year under this Subaward). Payments to Subrecipient shall be based on the information provided by Subrecipient as established in Budget exhibit(s) and Mandated Program Services exhibit(s) for the Fiscal Year (or Program Year) identified therein, and Subrecipient shall be paid only for the tasks, deliverables, goods, Services, budgeted items and other work approved in writing by County. If County does not approve the Work in writing, no payment shall be due to Subrecipient for that Work.

5.5.2 Subrecipient's invoices shall be priced in accordance with the information provided in Budget exhibit(s) and Mandated Program Services exhibit(s) for the Fiscal Year (or Program Year) identified therein.

5.5.3 Subrecipient's invoices shall contain the information set forth in Exhibit A (Statement of Work), Budget exhibit(s) and Mandated Program Services exhibit(s) for the Fiscal Year (or Program Year) identified therein, describing the tasks, deliverables, goods, Services, Work hours, budgeted items and facility and/or other work for which payment is claimed.

5.5.4 **Submission of Invoices**

5.5.4.1 Subrecipient shall prepare monthly invoices, along with any necessary supporting documentation for each invoice, for Subrecipient's Work performed under the requirements of this Subaward. Upon direction of County, Subrecipient shall provide all support documentation required by County, including, but not limited to, vendor invoices, receipts of payment, bank statements, and/or bank registers. All supporting documentation must be able to justify the costs invoiced and be submitted to County within thirty (30) days following the date the corresponding monthly invoice is submitted. County reserves the right to require Subrecipient to upload all required support documentation using County's Information Technology Systems (ITS) which may include the Contract Management System (CMS) - Contractor's Gateway or via other ITS identified by County. Subrecipient shall submit all invoices to County in the form and manner as directed by County by the 10th calendar day of the month following the month of Service (e.g., Subrecipient shall submit an invoice for Services provided in October by November 10th for reimbursement). Subrecipient shall also submit the final, year-end invoice to County no later than the 10th calendar day of the month following the month in which final Services were provided during the

Fiscal Year or Program Year. In both instances, when the 10th calendar day falls on a non-business day (Saturday, Sunday or Los Angeles County holiday), Subrecipient shall submit the invoice by the following business day. County reserves the right to modify in writing the due date(s) for the submission of invoices as needed in order to meet regulatory deadlines.

5.5.4.2 Subrecipient shall submit an invoice for each month of Service as directed above and invoices shall be submitted in chronological order (e.g., July, August, September, etc.). For example, Subrecipient shall not submit the September invoice unless the August invoice was previously submitted by the 10th calendar day following the month of August. County will not be under any obligation to pay any invoice that is submitted out of chronological order until Subrecipient takes the appropriate measures to adhere to these requirements.

5.5.4.3 When Subrecipient does not incur any expenditures for the month of Service, Subrecipient shall prepare an invoice as directed by County so that the invoice reflects zero dollars ($0) expenditures. Subrecipient shall submit the invoice according to the procedures outlined herein and as further directed by County.

5.5.4.4 Subrecipient is responsible for the accuracy of invoices submitted to County. Subrecipient shall reconcile its invoices and correct inaccuracies or inconsistencies in the invoices it submits to County. Subrecipient and County agree as follows:

5.5.4.4.1 When County or its designee discovers that Subrecipient has been overpaid, County will send Subrecipient written notification to request return of the overpayment. Overpayment includes, but is not limited to, payment(s) made to Subrecipient that exceeds the Subaward Sum allocated for any Fiscal Year under this Subaward. Subrecipient shall return such overpayment to County's Compliance Manager within thirty (30) days of receiving County's written notification.

5.5.4.4.2 When Subrecipient receives or discovers any overpayment from County, Subrecipient shall immediately notify County's Compliance Manager in writing of such overpayment. Subrecipient shall immediately return such overpayment to County's Compliance Manager within thirty (30) days of receiving or discovering the overpayment.

5.5.4.4.3 At County's sole election, overpayment made to Subrecipient may be used to offset future payments due Subrecipient.

5.5.4.5 Subrecipient shall submit a complete, accurate, verifiable and timely invoice for each month of Service as directed above. Subrecipient shall also submit a complete, accurate, verifiable and timely final year-end invoice as also directed above. Subrecipient's failure to comply with these requirements may result in delayed processing of payment(s). Any invoice which does not adhere to County's requirements may be rejected at County's sole discretion. Subrecipient's continued non-compliance with County's invoicing policies and procedures may lend Subrecipient to remedies which County may impose at County's sole discretion.

5.5.5 **County Approval of Invoices**

5.5.5.1 All invoices submitted by Subrecipient for payment must have the written approval of County's Contract Manager or designee prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.5.2 County will review Subrecipient's supporting documentation for its invoice and reconcile between the invoice and the supporting documentation. County will also use the supporting documentation to confirm that all of Subrecipient's costs reported on the invoice have been paid. County will communicate any discrepancies with Subrecipient to acquire additional information, if needed. This will ensure that any questioned cost(s) is addressed before the cost(s) becomes disallowed. In the event Subrecipient is not able to substantiate the cost(s), Subrecipient will have to repay County for all unsubstantiated costs, Subrecipient may be removed from eligibility for future cash advances (if cash advances are allowed under this Subaward), Subrecipient's payments may be suspended, and/or County may impose other remedies deemed

appropriate by County.

5.5.6 **Payments to Subrecipient**

5.5.6.1 In accordance with the invoicing policies and procedures set forth in this Subaward as well as those provided by County, County agrees to pay Subrecipient for the satisfactory provision of the Services identified in Exhibit A (Statement of Work) and any amendments, addendums or modifications thereto. Such payment shall not exceed the amount(s) indicated in Subparagraph 5.1.2 (Funding Allocations). All payments to Subrecipient will be made in arrears on a monthly basis for Services performed, provided that Subrecipient is not in default under any provision of this Subaward. County has no obligation to pay for any work except those Services expressly authorized by this Subaward.

5.5.6.2 Payments to Subrecipient will be made within thirty (30) calendar days after receipt of an "undisputed invoice". For purposes of this Subparagraph 5.5.6, an undisputed invoice shall mean an invoice which does not contain errors and has been completed and submitted by Subrecipient pursuant to the requirements outlined herein and as directed by County. County has the final authority to determine whether or not an invoice is an undisputed invoice. Subrecipient shall promptly adhere to County's instructions for correcting an invoice in order to prevent any delays in processing payment(s). Until Subrecipient submits an undisputed invoice, County will not be under any obligation to pay any invoice that is not submitted pursuant to the requirements outlined herein and as directed by County.

5.5.6.3 All payments for Services provided under the terms of this Subaward shall be made to Subrecipient using Subrecipient's legal name and tax payer identification number. Subrecipient shall not request payments to be made to third-party vendors or any vendor which Subrecipient may use in the performance of this Subaward (i.e., Lower Tier Subrecipients). For purposes of this Subaward, Subrecipient's legal name is identified as the name on Subrecipient's articles of incorporation, charter or other legal document that was used to create Subrecipient's organization.

5.5.6.4 **Past Due Invoice**

5.5.6.4.1 Any invoice submitted more than thirty (30) days after the last day of the month in which the Services were rendered shall constitute a "past due invoice". Notwithstanding any other provision of this Subaward, Subrecipient and County agree that County shall have no obligation

whatsoever to pay any past due invoices. County may, in its sole discretion, pay some or all of a past due invoice which Subrecipient has submitted, provided that sufficient funds remain available under this Subaward.

5.5.6.5 **Method of Compensation Adjustment**

5.5.6.5.1 During any Fiscal Year period within the term of this Subaward, County, at its sole discretion, has the option of altering the monthly method of compensation/payment from full reimbursement for Services completed to an amount equal to one-twelfth (1/12) of the Subaward Sum allocated for any Fiscal Year under this Subaward. County may pursue this method of compensation if Subrecipient is providing Services to more Clients than anticipated and it appears that the Subaward Sum will be completely depleted before the end of a Fiscal Year. County will provide Subrecipient with at least two (2) weeks advance written notice of its decision to alter the method of compensation.

5.5.6.5.2 In no event shall County's decision to alter the method of compensation affect the Term, the Subaward Sum allocated for any Fiscal Year under this Subaward, Work, or any other provision under this Subaward unless such change is made pursuant to a validly executed Amendment to this Subaward noting any such change(s).

5.5.7 **Subaward-Related Documents**

5.5.7.1 Subrecipient shall complete all Subaward-related documents in accordance with the requirements noted on each such document, as directed by County, and pursuant to Program guidelines. Subrecipient's failure to timely submit Subaward-related documents that are accurate and complete, as requested or required by County, may result in suspension of payments to Subrecipient or other remedies provided by law or under this Subaward. Such documents shall include, but are not limited to, the documents outlined in Subparagraph 9.22 (Subaward Document Deliverables), Subparagraph 9.23 (Fiscal Reporting Requirements) and the following: Exhibit A (Statement of Work), Attachment 8 (Site Summary); Exhibit D (Subrecipient's Equal Employment Opportunity Certification); Exhibit F (Subrecipient's

Administration); Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement); Exhibit O (Charitable Contributions Certification); Exhibit R (Joint Funding Revenue Disclosure); Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program); Budget exhibit(s); Mandated Program Services exhibit(s); Exhibit Y (List of Lower Tier Subawards); Exhibit AA (Subrecipient's Compliance with Encryption Requirements); Exhibit CC (FEMA Provisions) (applicable only when Subaward Sums include FEMA Funds); and, Exhibit DD (California Civil Rights Laws Certification).

5.5.8 **Local Small Business Enterprise (Local SBE) - Prompt Payment Program**

5.5.8.1 It is the intent of County that Certified Local SBEs will receive prompt payment for Services they provide to County. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice that has been properly matched against a receiving or shipping document, service deliverable or payment schedule, or any other validation of receipt document.

5.6 UNIT RATE ADJUSTMENTS

5.6.1 In the event that County exercises its renewal option(s), Subrecipient may request a unit rate increase for the following Fiscal Year, where such increase(s) shall only be based on the occurrence of any of the following and shall include the information noted herein:

5.6.1.1 Increase in food costs (e.g., Caterer's costs, raw food costs, etc.): the amount (dollars/cents) of the increase and its impact on the unit rate(s); increase in the total cost of food; number of units; food cost per unit, and, any other relevant information that will facilitate County's review.

5.6.1.2 Increase in fuel costs (Home-Delivered Meal Services only): the amount (dollars/cents) of the increase and its impact on the unit rate(s); increase in the total fuel cost, number of miles; increased cost per mile; and, any other relevant information that will facilitate County's review.

5.6.1.3 Increase in wages (e.g., minimum wage): the amount (dollars/cents) of the increase and its impact on the unit rate(s); the number of staff affected by minimum wage increase(s); hourly rate increase(s); number of hours; and, any other relevant information that will facilitate County's review.

5.6.2 Subrecipient's request shall be provided in writing and shall include a detailed justification for the increase based on meeting one or more of the conditions noted in Subparagraph 5.6.1. Subrecipient shall be able to provide supporting documentation

to substantiate any request for a unit rate increase. The written request shall be submitted to County's Contract Manager no later than April 1 of the of the Fiscal Year preceding the Fiscal Year in which the unit rate(s) adjustment is expected to take effect.

5.6.3 County has the sole discretion to approve or reject Subrecipient's request.

5.6.3.1 All such requests shall not cause or authorize exceeding the maximum annual Subaward Sum or the Maximum Subaward Sum.

5.6.4 County may negotiate with Subrecipient to decrease its unit rate(s) for the following Fiscal Year in which the unit rate(s) decrease is expected to take effect when County determines that Subrecipient's unit rate(s) exceeds the actual costs to provide Program Services. In the event that the unit rate(s) is increased or decreased for any Fiscal Year after the first Fiscal Year, County shall provide Subrecipient written confirmation of the final unit rate(s); otherwise the unit rate(s) will remain the same as that which is reflected for the first Fiscal Year of this Subaward.

5.7 LIMITATIONS ON USE OF SUBAWARD SUMS

5.7.1 Subaward Sums may only be used for the purposes set forth herein, and must be consistent with the statutory authority for the Program.

5.7.2 Expenditures made by Subrecipient in the operation of this Subaward shall be in compliance and in conformity with Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq. Subrecipient shall comply with the Administrative Requirements and Cost Principles which are outlined in Exhibit Q (Accounting, Administration and Reporting Requirements), and shall adhere to the strict administrative and fiscal standards described therein. Subrecipient shall be responsible for obtaining Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq., which are available via the Internet at http://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75 and http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. Subrecipient shall also comply with the applicable requirements and standards referred to in Title 45 Code of Federal Regulations Part 1321.5 (Grants to State and Community Programs on Aging).

5.7.3 **Limitations on Subaward Sums**

5.7.3.1 Subrecipient shall not be paid for any Subaward expenditures that exceed the Subaward Sum allocated for any Fiscal Year under this Subaward. County has no obligation, whatsoever, to pay for any expenditures that exceed this Subaward Sum. Any expenditures that exceed such Subaward Sum shall become the sole fiscal responsibility of Subrecipient.

5.7.3.2 Subrecipient shall only expend the Subaward Sum during the Fiscal Year for which it is allocated.

Should County exercise its option to extend this Subaward and Subrecipient does not expend funding up to the Subaward Sum appropriated for the Fiscal Year, that unspent amount will not carry forward (or roll-over) to the following Fiscal Year.

5.7.4 **Prohibitions on Subaward Sums**

5.7.4.1 Subrecipient shall comply with Public Law (PL) 101-121 (Title 31 United States Code Section 1352), its amendments or revisions, and any implementing regulations, prohibiting the use of Federal money to influence or attempt to influence a member of Congress, Congressional staff, or a Federal employee to award, make or amend any Federal subaward, grant, loan or cooperative agreement. Subrecipient shall also comply with all certification and disclosure requirements of PL 101-121, its amendments, revisions, and implementing regulations, and shall provide assurance that all Lower Tier Subrecipients under this Subaward also fully comply with such certification and disclosure requirements.

5.7.4.2 No materials, property, or Services contributed to County or Subrecipient under this Subaward shall be used in the performance of any of the following: any political activity; the election of any candidate or the defeat of any candidate for public office; and, the transportation of any voters or prospective voters to polls or other similar assistance in connection with an election or any voter registration activity.

5.7.4.3 Subaward Sums may not be used for matching funds for any Federal, State, County or local grants/cooperative agreements, lobbying or intervention in Federal regulatory or adjudicatory proceedings.

5.7.4.4 Subaward Sums may not be used to sue the Federal government or any other government entity.

5.7.4.5 Pre-award costs are not an allowable use for Subaward Sums.

5.7.4.6 Subrecipient and its Lower Tier Subrecipient(s) shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get".

5.8 OTHER SUBAWARDS

5.8.1 Subrecipient shall immediately notify County's Contract Manager in writing of any contracts between Subrecipient and other public or private organizations which directly impact activities funded under this Subaward. A copy of any such contracts shall be kept

on file at Subrecipient's offices and shall be provided to County upon request. Subrecipient shall also immediately notify County's Contract Manager in writing of any default, termination, or finding of withheld payments under such contracts between Subrecipient and other public or private organizations which directly impact activities funded under this Subaward.

5.8.2 Subrecipient warrants that no other funding source will be billed for Services that are provided to and paid for by County under this Subaward.

5.9 JOINT FUNDING REVENUES

5.9.1 Funds made available under this Subaward shall supplement and not supplant any other Federal, State or local funds expended by Subrecipient to provide Program Services. Subrecipient certifies that it has applied, or expects to apply, to offset in whole or in part, any of the costs incurred by Subrecipient in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Subaward. To this end, Subrecipient shall complete Exhibit R (Joint Funding Revenue Disclosure) prior to the commencement of this Subaward (and annually thereafter). Subrecipient shall submit the completed Exhibit R (Joint Funding Revenue Disclosure) to County's Contract Manager in the time and manner as designated by County.

5.10 FEDERAL AWARD INFORMATION

5.10.1 Subaward Sums, either in whole or in part, are identified as Federal monies. The Federal portion(s) of the Subaward Sums is (are) identified by several key pieces of information including, but no limited to, the following: Federal Award Identification Number (FAIN), Catalog of Federal Domestic Assistance (CFDA) Program Number(s) (which identifies and describes the Federal assistance that is available to various entities) and a Federal Grantor office (which provides oversight and administration for these Federal monies). When Subrecipient and its Lower Tier Subrecipient(s), if any, are being audited by an independent auditor, Subrecipient shall provide the information identified in this Subparagraph 5.10 to the independent auditor. The information outlined herein is only provided for the Federal portion(s) of the Subaward Sums. In the event that the information is not listed herein for all of the monies included in the Subaward Sums then the excluded amounts are not Federal monies and therefore the information is not applicable to them.

5.10.2 Subrecipient Name: City of El Monte

5.10.3 Subrecipient's DUNS Number: 092519800

5.10.4 Federal Award Identification Number (FAIN): 2001CAOACM-00

5.10.5 Federal Award Date: July 1, 2020

5.10.6 Subaward Period of Performance Start and End Date: July 1, 2020 - June 30, 2021

5.10.7 Amount of Federal Funds Obligated by this Action: $115,000

5.10.8 Total Amount of Federal Funds Obligated to Subrecipient (Subaward Sum Year 1): $115,000

5.10.9 Total Amount of Federal Award (Maximum Subaward Sum): $115,000

5.10.10 Federal Award Project Description: Federal Title III C1 (3C1L); and, NSIP C1 (NC1L).

5.10.11 Name of Federal Award Agency, Pass-Through Entity(ies), and Contact Information for Awarding Official: United States Department of Health and Human Services, Administration for Community Living; California Department of Aging; and, County. Refer to Exhibit E (County's Administration) for County contact information

5.10.12 CFDA Number and Name: 93.045 - Special Programs for the Aging Title III Part C (Nutrition Services); 93.053 - Nutrition Services Incentive Program.

5.10.13 Identification of whether the award is research and development (R&D): Award is not R&D.

5.10.14 Indirect Cost Rate for Federal Award: Not to exceed 10% unless there is an accepted negotiated rate accepted by all Federal awarding agencies.

5.11 SUBRECIPIENT INDIRECT COSTS

5.11.1 The maximum amount of indirect costs that is reimbursable under this Subaward is ten percent (10%) of Subrecipient's modified total direct costs for Title III C-1 Program Services (direct costs including Subaward Sums and other cash contributions but excluding any in-kind contributions and nonexpendable equipment).

5.11.2 Subrecipient shall ensure that it has an approved indirect cost rate accepted by all Federal awarding agencies or an allocation plan approved by County, which documents the methodology used to determine the indirect costs, prior to reporting any indirect costs on Budget exhibit(s) and/or requesting reimbursement for such costs. Subrecipient shall maintain documentation of its approved indirect cost rate/allocation plan in accordance with the requirements noted under Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).

5.11.3 Subrecipient shall not charge indirect costs exceeding the ten percent (10%) maximum to this Subaward. Indirect costs in excess of the ten percent (10%) maximum may be budgeted as match in-kind for purposes of meeting matching requirements. Subrecipient must receive an approved indirect cost rate accepted by all Federal awarding agencies prior to budgeting the excess indirect costs as match in-kind.

5.11.4 For major institutes of higher education and major nonprofit organizations, indirect costs must be classified within two (2) broad categories: Facilities and Administration. "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and

maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable) [Title 2 Code of Federal Regulations Part 200.414(a)] [Title 45 Code of Federal Regulations Part 75.414(a)].

5.11.5 The requirements for indirect costs are further outlined in Exhibit Q (Accounting, Administration and Reporting Requirements) and WDACS directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for WDACS Subawards) which is available on-line at https://wdacs.lacounty.gov/doing-business-with-wdacs/program-directives/.

5.12 MATCH CONTRIBUTION

5.12.1 Subrecipient shall provide a required match contribution to offset the total cost of providing Program Services for the Fiscal Year. Subrecipient's match contribution shall be reflected in Budget exhibit(s). The match contribution is the non-Federal share of funding provided by Subrecipient to support the Subaward activities and it may take the form of a cash match contribution and/or an in-kind match contribution. This match is calculated as a percentage of the Subaward Sum allocated for any Fiscal Year under this Subaward as reflected in Paragraph 5.0 (Subaward Sum).

5.12.2 The required match contribution for OAA Title III C-1 is twelve percent (12%) of the Subaward Sum allocated for any Fiscal Year under this Subaward. County may in its sole discretion adjust this percentage as necessary.

5.12.3 **Forms of Match Contributions**

5.12.3.1 **Match Cash Contribution**

5.12.3.1.1 A match cash contribution is a monetary donation which is provided by Subrecipient (such as general funds), non-Federal third-parties (such as partner organizations) and/or non-Federal grants and is given to Subrecipient to accomplish the goals of the Program Services.

5.12.3.2 **Match In-Kind Contribution**

5.12.3.2.1 A match in-kind contribution is a non-monetary donation of goods, properties or services which are provided by either Subrecipient or non-Federal entities without charge to the Program Services for which they are donated; it is the value of non-cash contributions donated to support Program Services. In-kind contributions typically take the form of the value of personnel, goods and/or services which may include donations of volunteer services, space,

equipment, etc. and this value is determined by using the fair market value method. Using sales of comparable property or the cost of comparable services is a method which can be used to determine the fair market value of an in-kind match contribution.

5.12.3.3 **Determination of In-Kind Volunteer Services**

5.12.3.3.1 Volunteer services may be used to meet the match contribution requirement and shall be reported as match in-kind. However, when using volunteer services to meet the match contribution requirement, this in-kind match shall not exceed more than fifty percent (50%) of the required match contribution.

5.12.3.3.2 The monthly salary equivalent for volunteer services should be commensurate with the work/services being provided by volunteer. As such, the salary equivalent for volunteer services shall be determined by using the regular salaries paid for similar work in other activities of Subrecipient's organization. In cases where the kinds of skills involved are not found in other activities of the organization then the salary equivalent shall be determined by using the salaries paid for similar work in the labor market in which Subrecipient competes for such skills.

5.13 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

5.13.1 County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ Subaward (that is, "Contract") with County shall be Electronic Funds Transfer ("EFT") or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller ("A-C").

5.13.2 Subrecipient (that is, "Contractor") shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and Contractor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.13.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.13.4 At any time during the duration of the agreement/Contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with County, shall decide whether to approve exemption requests.

6.0 ADMINISTRATION OF SUBAWARD - COUNTY

6.1 COUNTY ADMINISTRATION

6.1.1 A listing of all County Administration referenced in the following Subparagraphs is provided in Exhibit E (County's Administration). County will notify Subrecipient in writing of any change in the names or addresses shown. Said changes do not require an amendment to this Subaward.

6.2 COUNTY'S CONTRACT MANAGER

6.2.1 The role of County's Contract Manager or his/her designee may include:

6.2.1.1 Coordinating with Subrecipient and ensuring Subrecipient's performance of the Subaward. However, in no event shall Subrecipient's obligation to fully satisfy all of the requirements of this Subaward be relieved, excused or limited thereby.

6.2.1.2 Upon request of Subrecipient, providing direction to Subrecipient, as appropriate in areas relating to County policy, information requirements, and procedural requirements. However, in no event shall Subrecipient's obligation to fully satisfy all of the requirements of this Subaward be relieved, excused or limited thereby.

6.2.1.3 Making revisions which do not materially affect the terms and conditions of this Subaward in accordance with Subparagraph 9.9 (Modifications).

6.2.1.4 Acting on behalf of County with respect to approval of Lower Tier Subawards and Lower Tier Subrecipient employees working on this Subaward.

6.3 COUNTY'S PROGRAM MANAGER

6.3.1 The role of County's Program Manager or his/her designee may include:

6.3.1.1 Meeting with Subrecipient's Project Manager on a regular basis.

6.3.1.2 Inspecting any and all tasks, deliverables, goods, Services, or other work provided by or on behalf of Subrecipient. However, in no event shall Subrecipient's obligation to fully satisfy all of the requirements of this Subaward be relieved, excused or limited thereby.

6.3.2 County's Program Manager is not authorized to make any

changes in any of the terms and conditions of this Subaward and is not authorized to further obligate County in any respect whatsoever.

6.4 COUNTY'S COMPLIANCE MANAGER

6.4.1 The role of County's Compliance Manager or his/her designee may include:

6.4.1.1 Verifying Subrecipient's compliance with the requirements of this Subaward.

6.4.1.2 Overseeing and monitoring the delivery of Services. However, in no event shall Subrecipient's obligation to fully satisfy all of the requirements of this Subaward be relieved, excused or limited thereby.

6.4.1.3 Ensuring that the objectives of this Subaward are met.

6.5 COUNTY'S BUSINESS HOURS

6.5.1 County's business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday (excluding County recognized holidays).

6.5.2 County recognizes specific holidays during which time its offices shall be closed for business. A listing of these holidays are provided in Exhibit A (Statement of Work), Attachment 2 (County Recognized Holidays).

7.0 ADMINISTRATION OF SUBAWARD - SUBRECIPIENT

7.1 SUBRECIPIENT ADMINISTRATION

7.1.1 A listing of all of Subrecipient's administration referenced in the following Subparagraphs is provided in Exhibit F (Subrecipient's Administration). Subrecipient will notify County's Contract Manager in writing of any change in the names or addresses shown. Said changes do not require an amendment to this Subaward.

7.2 SUBRECIPIENT'S PROJECT MANAGER

7.2.1 Subrecipient's Project Manager is designated in Exhibit F (Subrecipient's Administration). Subrecipient shall notify County's Contract Manager in writing of any change in the name or address of Subrecipient's Project Manager immediately upon occurrence of the change but no later than five (5) business days after the change is effective.

7.2.2 Subrecipient's Project Manager shall be responsible for Subrecipient's day-to-day activities as related to this Subaward and shall meet and coordinate with County's Contract Manager, County's Program Manager and County's Compliance Manager on a regular basis.

7.2.3 Subrecipient's Project Manager must have the qualifications and experience identified in Exhibit A (Statement of Work).

7.3 APPROVAL OF SUBRECIPIENT'S STAFF

7.3.1 County has the absolute right to approve or disapprove all of Subrecipient's staff performing Work hereunder and any proposed changes in Subrecipient's staff, including, but not limited to, Subrecipient's Project Manager. Subrecipient shall provide County's Program Manager with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 SUBRECIPIENT'S STAFF IDENTIFICATION

7.4.1 Subrecipient shall provide, at Subrecipient's expense, all staff/employees providing Services under this Subaward with a photo identification badge ("badge"). The badge shall be developed in accordance with County's specifications. Subrecipient shall obtain approval for the format and content of the badge from County's Program Manager prior to Subrecipient creating, issuing, or implementing use of the badge.

7.4.2 Subrecipient's staff, while on duty or when entering County facilities or grounds, shall prominently display the badge on the upper part of the body. Subrecipient's staff may be asked by a County representative to leave a County facility if Subrecipient's staff does not have the photo identification badge on his/her person and Subrecipient's staff must immediately comply with such request.

7.4.3 Subrecipient shall notify County's Contract Manager within five (5) days when staff is terminated from working under this Subaward. Subrecipient shall retrieve and immediately destroy the employee's badge upon the employee's termination of employment with Subrecipient.

7.4.4 If County requests the removal of Subrecipient's staff, Subrecipient shall retrieve and immediately destroy an employee's badge at the time the employee is removed from working on this Subaward.

7.5 BACKGROUND AND SECURITY INVESTIGATIONS

7.5.1 Each of Subrecipient's or Lower Tier Subrecipient's, as applicable, staff/employees providing Services under this Subaward who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to provide Services under this Subaward. This background investigation shall be conducted on an annual basis throughout the entire term of this Subaward. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and Federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of Subrecipient, regardless of whether the member of Subrecipient's staff passes or fails the background investigation. For purposes of this Subaward, a sensitive position is one in which the duties pose a potential threat or risk to Client when performed by persons who have a criminal history incompatible with those duties, whether those persons are employees of Subrecipient or other individuals who provide Services on behalf of Subrecipient pursuant to this

Subaward. For Work performed under this Subaward, sensitive positions include (but is not limited to) the following:

7.5.1.1 Positions that involve the care, oversight, or protection of persons through direct contact with such persons (e.g., social worker, case manager, etc.).

7.5.1.2 Positions having direct or indirect access to funds or negotiable instruments (e.g., finance manager, accountant, bookkeeper, etc.).

7.5.1.3 Positions that require State and/or professional licensing (e.g., Certified Public Accountant, etc.).

7.5.1.4 Positions that have access to confidential or classified information including criminal conviction information (e.g., human resources manager, etc.).

7.5.1.5 Positions that involve the care, oversight, or protection of County, public, or private property (e.g., property custodian, etc.).

7.5.1.6 Positions that require access to Client's home/residence (e.g., home-delivered meals drivers, etc.).

7.5.2 If a member of Subrecipient's staff does not pass the background investigation, County may request that the member of Subrecipient's staff be immediately removed from providing Services under this Subaward. Subrecipient shall comply with County's request at any time during the term of this Subaward. County will not provide to Subrecipient or to Subrecipient's staff any information obtained through County's background investigation.

7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Subrecipient's staff who does not pass such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.

7.5.4 No member of Subrecipient's staff providing Services under this Subaward shall be on active probation, currently on parole or have been on probation or parole within the last three (3) years.

7.5.5 Subrecipient and its staff, including all current and prospective employees, independent contractors, volunteers or Lower Tier Subrecipients who may come in contact with people in the course of their Work, volunteer activity, or performance of a Lower Tier Subaward, providing Services under this Subaward shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to County's Program Manager. Subrecipient shall inform its staff, including all current and prospective employees, independent contractors, volunteers or Lower Tier Subrecipients who may come in contact with people in the course of their Work, volunteer activity, or performance of a Lower Tier

Subaward, providing Services under this Subaward of said obligation. Subrecipient shall maintain records of criminal convictions and/or pending criminal trials in the file of each such person.

7.5.6 Subrecipient shall immediately notify County's Program Manager of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any Subrecipient staff, independent contractor, volunteer or Lower Tier Subrecipient who may come in contact with children, elderly individuals or dependent adults while providing Services under this Subaward when such information becomes known to Subrecipient. Subrecipient shall not engage or continue to engage the services of any person convicted of any crime involving harm to minors, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to, the offenses specified in the California Health and Safety Code Section 11590 (i.e., offenses requiring registration as a controlled substance offender) and those crimes listed in the California Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

7.5.7 Disqualification of any member of Subrecipient's staff pursuant to this Subparagraph 7.5 shall not relieve Subrecipient of its obligation to complete all Work in accordance with the terms and conditions of this Subaward.

7.6 CONFIDENTIALITY

7.6.1 Subrecipient shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Subrecipient shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Subrecipient, its officers, employees, agents, or Lower Tier Subrecipients, to comply with this Subparagraph 7.6, Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement) and Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)), as determined by County in its sole judgment. Any legal defense pursuant to Subrecipient's indemnification obligations under this Subparagraph 7.6 shall be conducted by Subrecipient and performed by counsel selected by Subrecipient and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Subrecipient fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Subrecipient for all such costs and

expenses incurred by County in doing so. Subrecipient shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Subrecipient shall inform all of its officers, employees, agents and Lower Tier Subrecipients providing Services hereunder of the confidentiality provisions of this Subaward.

7.6.4 Subrecipient shall sign and also adhere to the provisions of Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement).

7.6.5 **Unauthorized Disclosure**

7.6.5.1 Subrecipient and its Lower Tier Subrecipient shall ensure that all confidential, sensitive and/or personal, identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations, or policies.

7.6.5.2 Subrecipient and its Lower Tier Subrecipient shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information, concerning Clients receiving Program Services pursuant to this Subaward, except for statistical information that does not identify any Client.

7.6.5.3 Subrecipient and its Lower Tier Subrecipient shall not use confidential, sensitive and/or personal identifying information for any purpose other than carrying out Subrecipient's obligations under this Subaward. Personal Identifying information shall include, but is not limited to the following: name; identifying number; social security number; State driver's license or State identification number; financial account numbers; and symbol or other identifying characteristic assigned to Client, such as finger print, voice print or a photograph.

7.6.5.4 Subrecipient and its Lower Tier Subrecipient shall not, except as otherwise specifically authorized or required by this Subaward or court order, divulge to any unauthorized person any data or identifying information obtained while performing Work pursuant to this Subaward without prior written authorization from County. Subrecipient shall forward all requests for the release of any data or identifying information received to County's Program Manager. Subrecipient may be authorized, in writing, by Client to disclose identifying information specific to the authorizing Client.

7.6.5.5 Subrecipient and its Lower Tier Subrecipient may allow Client to authorize the release of information

to specific entities, but shall not request or encourage Client to give a blanket authorization or sign a blank release, nor shall Subrecipient accept such blanket authorization from Client.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which materially affects the Scope of Work, Subaward Term, Subaward Sum, payments, or any other term or condition included under this Subaward, an Amendment to this Subaward shall be prepared by County and executed by Authorized Representative and by County's Department Head or his/her designee.

8.1.2 County's Board of Supervisors, Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Subaward during the term of this Subaward. County reserves the right to add and/or change such provisions as required by County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to this Subaward shall be prepared by County and executed by Authorized Representative and by County's Department Head or his/her designee.

8.1.3 County's Department Head or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Subaward). Subrecipient agrees that such extensions of time shall not change any other term or condition of this Subaward during the period of such extensions. To implement an extension of time, an Amendment to this Subaward shall be prepared by County and executed by Authorized Representative and by County's Department Head or his/her designee.

8.1.4 The following events shall also warrant an Amendment to this Subaward as described in this Subparagraph 8.1:

8.1.4.1 County may initiate a unilateral Amendment to this Subaward at any time when required by Federal, State or County laws or policies, and shall immediately notify Subrecipient of said Amendment and the justification thereto.

8.1.4.2 To the extent that funding for the Program is eliminated or otherwise reduced, the Program is terminated or the Program is modified for any reason (such that funding is reduced or the Scope of Work is changed), County may in its sole discretion amend this Subaward accordingly or move to terminate pursuant to the provisions in Subparagraph 8.42 (Termination for Convenience) without further liability for Services yet to be rendered by Subrecipient.

8.1.5 **Change Notice**

8.1.5.1 For any change which does not affect the Scope of

Work performed under this Subaward, the Subaward Term or Subaward Sum, and does not otherwise materially change any other term or condition under this Subaward, County reserves the right to initiate such change(s) through a Change Notice Program memorandum or an administrative directive which shall all have the same effect as an Amendment. Such Change Notice shall be a written document that is prepared by County at its sole discretion and is signed by County's Contract Manager or designee. A Change Notice will be used to communicate changes which do not warrant an amendment to this Subaward. Such Change Notice shall be provided to Subrecipient at least ten (10) days prior to its effective date and Subrecipient shall adhere to the requirements as specified therein. Subrecipient's failure to comply with the Change Notice(s) may result in County imposing remedies including suspension of payment(s), termination of Subaward or other remedies under this Subaward as determined by County at its sole discretion.

8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS.

8.2.1 Subrecipient (that is, "Contractor") shall notify County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying County of pending acquisitions/mergers, then it should notify County of the actual acquisitions/mergers as soon as the law allows and provide to County the legal framework that restricted it from notifying County prior to the actual acquisitions/mergers.

8.2.2 Contractor shall not assign its rights, delegate its duties under this Subaward (that is, "Contract"), or both, whether in whole or in part, without the prior written consent of County, in its sole discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph 8.2, County consent shall require a written Amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

8.2.3 Shareholders, partners, members, or other equity holders of Contractor may sell, transfer, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.4 Any assumption, assignment, delegation, or takeover of any of

Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Lower Tier Subaward (that is, "Subcontract"), delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

8.3.1 Subrecipient represents and warrants that the person executing this Subaward for Subrecipient is an authorized agent who has actual authority to bind Subrecipient to each and every term, condition, and obligation of this Subaward and that all requirements of Subrecipient have been fulfilled to provide such actual authority ("Authorized Representative").

8.3.2 Authorized Representative must be available to County and/or County's duly authorized representatives during the days and times specified in Exhibit A (Statement of Work). In the event that Authorized Representative is not available during these specified days and times, he/she shall ensure that an appropriate designee is identified in writing to County's Contract Manager. Such designee shall have the ability and authority to act as a proxy on behalf of Authorized Representative, and this authority must also be evidenced in writing by Authorized Representative. Authorized Representative shall further ensure that he/she can be contacted by his/her designee when Authorized Representative is not available during the days and times specified in Exhibit A (Statement of Work).

8.3.3 **Board of Directors' Resolution**

8.3.3.1 Subrecipient shall submit its Board of Directors' resolution, which provides written evidence to support the delegated authority that Subrecipient's organization has vested in Authorized Representative, who will act on behalf of Subrecipient pursuant to Subparagraph 8.3 (Authorization Warranty). Such written evidence shall adhere to the following requirements outlined in this Subparagraph 8.3.3.

8.3.3.2 If Subrecipient is a public entity (defined as the government of the United States; the government of a State or political subdivision of a State; or any interstate governmental agency), Subrecipient shall submit to County a copy of its resolution, order, or motion which has been approved by its Governing Body (e.g., City Council) and signed by the presiding chairperson/president of the Governing Body. If Subrecipient is a private non-profit entity, Subrecipient shall submit a copy of written authorization from its Governing Body (e.g., Board of Directors) and signed by the presiding chairperson/president to County.

8.3.3.3 Subrecipient's resolution, order, motion, or other authorization shall contain the following elements: reference to this Subaward by name and number; authorize execution of this Subaward; identify Authorized Representative and any designee who will execute the original Subaward and any subsequent amendments to this Subaward (Authorized Representative and any designee shall be specified in Exhibit F (Subrecipient's Administration)); and, approve and accept Subaward Sums. In the event that there is a change in Authorized Representative, Subrecipient shall provide County a revised resolution, order, motion, or other authorization which reflects the new Authorized Representative within five (5) days of being approved by the Governing Body.

8.4 BUDGET REDUCTIONS

8.4.1 In the event that County's Board of Supervisors adopts, in any Fiscal Year or Program Year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Subaward correspondingly for that Fiscal Year or Program Year and any subsequent Fiscal Year or Program Year during the term of this Subaward (including any extensions), and the Services to be provided by Subrecipient under this Subaward shall also be reduced correspondingly. County's notice to Subrecipient regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Subrecipient shall continue to provide all of the Services set forth in this Subaward.

8.5 COMPLAINTS

8.5.1 Subrecipient shall develop, maintain and utilize procedures for receiving, investigating and responding to complaints. Within fifteen (15) business days after the Subaward effective date, Subrecipient shall provide County's Program Manager with Subrecipient's policy for receiving, investigating and responding to Client complaints.

8.5.2 County will review Subrecipient's policy and provide Subrecipient with approval of said plan or with requested changes.

8.5.3 If County requests changes in Subrecipient's policy, Subrecipient shall make such changes and resubmit the plan within five (5) business days for County approval.

8.5.4 If, at any time, Subrecipient wishes to change Subrecipient's policy, Subrecipient shall submit proposed changes to County's Program Manager for approval before implementation.

8.5.5 Subrecipient shall preliminarily investigate all complaints and notify County's Program Manager of the status of the investigation within ten (10) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to County's Program Manager within five (5) business days of mailing to the complainant.

8.5.8 Subrecipient shall provide Client an opportunity to anonymously submit a grievance directly to County's Compliance Manager. Subrecipient shall ensure that the contact information of County's Compliance Manager is posted in a publicly accessible area and also provided to Client in writing.

8.5.9 Subrecipient shall provide County an opportunity to consider any grievance whether it is anonymously submitted to County by Client or if it's a grievance that cannot be resolved by Subrecipient. At County's sole discretion, County's written decision regarding the grievance shall be final and irrevocable.

8.5.10 At a minimum, Subrecipient shall incorporate the procedures and provisions of this Subparagraph 8.5 in its written grievance policies.

8.6 COMPLIANCE WITH APPLICABLE LAWS

8.6.1 In the performance of this Subaward, Subrecipient shall comply with all applicable Federal, State, County and local laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda and procedures. Subrecipient shall also comply with all subsequent revisions, modifications, and administrative and statutory changes made thereto by Federal, State and County authorities. All provisions required thereby to be included in this Subaward are hereby incorporated herein by reference.

8.6.2 Subrecipient shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Subrecipient, its officers, employees, agents, or Lower Tier Subrecipients, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Subrecipient's indemnification obligations under this Subparagraph 8.6 shall be conducted by Subrecipient and performed by counsel selected by Subrecipient and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Subrecipient fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Subrecipient for all such costs and expenses incurred by County in doing so. Subrecipient shall not have the right to enter into any settlement, agree to any injunction or other equitable relief,

or make any admission, in each case, on behalf of County without County's prior written approval.

8.6.3 Subrecipient's compliance with applicable laws and regulations includes, but is not limited to, adherence to the mandatory standards and policies relating to the following: Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq.; State's energy efficiency regulations (Title 24 California Code of Regulations); and, Pilot Program for Enhancement of Contractor Employee Whistleblower Protections (Title 48 Code of Federal Regulations Subpart 3.908 and Title 41 United States Code Section 4712). In addition to these standards and policies, when the Maximum Subaward Sum is one hundred thousand dollars ($100,000) or more, Subrecipient shall also adhere to the following policies: Clean Air Act, as amended (Title 42 United States Code Section 7401 et seq.); Federal Water Pollution Control Act, as amended (Title 33 United States Code Section 1251 et seq.); Environmental Protection Agency Regulations (Title 40 Code of Federal Regulations Part 29 and Executive Order 11738); State Contract Act (California Public Contract Code Section 10295 et seq.); and, Unruh Civil Rights Act (California Public Contract Code Section 2010). County reserves the right to review Subrecipient's procedures to ensure that they comply with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the Federal, State and County authorities, as applicable.

8.6.4 Subrecipient certifies that throughout the entirety of this Subaward it shall comply with all Federal and State payroll tax rules and employer tax guides; Subrecipient shall pay all Federal and State payroll taxes; and, Subrecipient shall make all tax deposits required by Federal and State laws within the time limits required.

8.6.5 Subrecipient's failure to comply with such regulations, rules, ordinances, court rules, municipal laws, directives, policies, Program memoranda and procedures outlined in this Subparagraph 8.6 and/or the provisions, requirements or conditions of this Subaward, including but not limited to, performance documentation, reporting, audit and evaluation requirements shall be material breach of this Subaward and may result in termination of this Subaward or other remedies available herein.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

8.7.1 Subrecipient hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964 (as amended) [Title 42 United States Code Sections 2000e (1) - 2000e (17), Title 42 United States Code Section 2000d and Title 45 Code of Federal Regulations Part 80] and the Americans with Disabilities Act (ADA) of 1990, to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Subaward or under any project, program, or activity supported by this Subaward. Subrecipient shall comply with Exhibit D

(Subrecipient's Equal Employment Opportunity Certification). Prior to the commencement of this Subaward, Subrecipient shall submit the completed Exhibit D to County's Contract Manager in the time and manner as designated by County.

8.7.2 Notwithstanding any other provision of law and pursuant to the requirements outlined in California Public Contract Code Section 10295.3, when the Maximum Subaward Sum is one hundred thousand dollars ($100,000) or more, Subrecipient shall not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, or discriminate between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminate between same-sex and different-sex domestic partners of employees or between same sex and different-sex spouses of employees. For purposes of this Subparagraph 8.7.2, "subaward" includes subawards and contracts awarded by County to Subrecipient with a cumulative amount of one hundred thousand dollars ($100,000) or more for the Fiscal Year or Program Year (where the subaward or contract funds originate from the State).

8.7.3 Subrecipient shall ensure compliance with the requirements of California Public Contract Code Section 2010 by submitting a completed Exhibit DD (California Civil Rights Laws Certification) as directed by County and as a condition of executing this Subaward. The California Civil Rights Laws Certification ensures Subrecipient's compliance with the Unruh Civil Rights Act (California Civil Code Section 51) and the Fair Employment and Housing Act (California Government Code Section 12960), and further ensures that Subrecipient's internal policies are not used in violation of California Civil Rights Laws.

8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.8.1 **Jury Service Program**

8.8.1.1 This Subaward (that is, "Contract") is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Los Angeles County Code Sections 2.203.010 through 2.203.090, a copy of which is attached as Exhibit H (Jury Service Ordinance) and incorporated by reference into and made a part of this Contract.

8.8.2 **Written Employee Jury Service Policy**

8.8.2.1 Unless Subrecipient (that is, "Contractor") has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Los Angeles County Code Section 2.203.020) or that Contractor qualifies for an exception to the Jury Service Program (Los Angeles County Code Section 2.203.070), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees

deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this Subparagraph 8.8, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars ($50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Lower Tier Subrecipient (that is, "Subcontractor") to perform Services for County under this Contract, the Subcontractor shall also be subject to the provisions of this Subparagraph 8.8. The provisions of this Subparagraph 8.8, shall be inserted into any such Lower Tier Subaward (that is, "Subcontract") agreement and a copy of the Jury Service Program shall be attached to the agreement.

8.8.2.3 If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County's Contract Manager if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate, to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

8.8.2.4 Contractor's violation of this Subparagraph 8.8 of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this

Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with County enables such employee to influence the granting of this Subaward or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Subrecipient or have any other direct or indirect financial interest in this Subaward. No officer or employee of Subrecipient who may financially benefit from the performance of Work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

8.9.2 Subrecipient shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Subaward. Subrecipient warrants that it is not now aware of any facts that create a conflict of interest. If Subrecipient hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County's Compliance Manager. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph 8.9 shall be a material breach of this Subaward.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON RE-EMPLOYMENT LIST

8.10.1 Should Subrecipient (that is, "Contractor") require additional or replacement personnel after the effective date of this Subaward (that is, "Contract") to perform the Services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or to qualified former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN AND GROW PARTICIPANTS

8.11.1 Should Subrecipient (that is, "Contractor") require additional or replacement personnel after the effective date of this Subaward (that is, "Contract"), Contractor shall give consideration for any such employment openings to participants in County of Los Angeles Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. Contractor shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov and DPSS will refer qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and

GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

8.12.1.1 A responsible Subrecipient (that is, "Contractor") is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform this Subaward (that is, "Contract"). It is County's policy to conduct business only with responsible contractors.

8.12.2 Los Angeles County Code Chapter 2.202

8.12.2.1 Subrecipient (that is, "Contractor") is hereby notified that, in accordance with Los Angeles County Code Chapter 2.202, if County acquires information concerning the performance of Contractor on this Subaward (that is, "Contract") or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts which Contractor may have with County.

8.12.3 Non-responsible Contractor

8.12.3.1 County may debar Subrecipient (that is, "Contractor") if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a non-profit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a non-profit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that Subrecipient (that is, "Contractor") may be subject to debarment, County will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If Contractor has been debarred for a period longer than five (5) years, Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 **Subcontractors of Contractor**

8.12.5.1 These terms shall also apply to Lower Tier Subrecipients (that is, "Subcontractors") of County contractors.

8.12.6 Contractor hereby acknowledges that County is prohibited from contracting with parties that are suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. During the term of this Contract, Contractor shall immediately notify County's Compliance Manager in writing should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

8.13.1 Subrecipient (that is, "Contractor") acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at Contractor's place of business. Contractor will also encourage its Lower Tier Subrecipients (that is, "Subcontractors"), if any, to post this poster in a prominent position in the Subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 Subrecipient (that is, "Contractor") acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed

upon County of Los Angeles and its taxpayers.

8.14.2 As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting Contractor's duty under this Subaward (that is, "Contract") to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Social Security Act (Title 42 United States Code Section 653(a)) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to the California Code of Civil Procedure Section 706.031 and the California Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

8.15.1 County or its agent will monitor Subrecipient's (that is, "Contractor's") performance under this Subaward (that is, "Contract") on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and conditions and performance standards, in addition to the regulations outlined in Subparagraph 8.38.3 (Monitoring Reviews). Contractor deficiencies which County determines are significant or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 Subrecipient shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Subrecipient or employees or agents of Subrecipient. Such repairs shall be made immediately after Subrecipient has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If Subrecipient fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Subrecipient by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 Subrecipient warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing Work under this Subaward meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Subrecipient shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by

Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (Public Law 99-603) as they currently exist and as they may be hereafter amended. Subrecipient shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 Subrecipient shall indemnify, defend, and hold harmless, County, its agents, officers and employees from employer sanctions and any other liability which may be assessed against Subrecipient or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Subaward.

8.18 FACSIMILE REPRESENTATIONS

8.18.1 County and Subrecipient hereby agree to regard facsimile representations of original signatures (including but not limited to electronic and/or digital signatures) of authorized officers of each party, when appearing in appropriate places on the Subaward and any Amendments prepared pursuant to Subparagraph 8.1 (Amendments) and received via electronic communications media, as legally sufficient evidence that such original signatures have been affixed to these documents, such that the parties need not follow up facsimile or other electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmissions of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

8.19.1 Subrecipient shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for Work performed by Subrecipient's employees for which County may be found jointly or solely liable.

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Subaward, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's lower tier subrecipients), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subparagraph 8.20 as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a Lower Tier Subrecipient of Subrecipient shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Subrecipient and such Lower Tier Subrecipient, and without any fault or negligence of either of them. In such

case, Subrecipient shall not be liable for failure to perform, unless the goods or Services to be furnished by the Lower Tier Subrecipient were obtainable from other sources in sufficient time to permit Subrecipient to meet the required performance schedule. As used in this Subparagraph 8.20, the term "Lower Tier Subrecipient" and "Lower Tier Subrecipients" mean Lower Tier Subrecipients at any tier.

8.20.3 In the event Subrecipient's failure to perform arises out of a force majeure event, Subrecipient agrees to use commercially reasonable best efforts to obtain goods or Services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

8.21.1 This Subaward shall be governed by, and construed in accordance with, the laws of the State of California. Subrecipient agrees and consents to the exclusive jurisdiction, including personal jurisdiction, of the courts of the State of California for all purposes regarding this Subaward, and further agrees and consents that venue of any action brought hereunder shall be exclusively in County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Subaward is by and between County and Subrecipient and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Subrecipient. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 Subrecipient shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Subaward all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Subrecipient.

8.22.3 Subrecipient understands and agrees that all persons performing Work pursuant to this Subaward are, for purposes of Workers' Compensation liability, solely employees of Subrecipient and not employees of County. Subrecipient shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Subrecipient pursuant to this Subaward.

8.22.4 Subrecipient shall adhere to the provisions stated in Subparagraph 7.6 (Confidentiality).

8.23 INDEMNIFICATION

8.23.1 Subrecipient shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims,

actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Subaward, except for such loss or damage arising from the sole negligence or willful misconduct of County Indemnitees.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

8.24.1 Without limiting Subrecipient's indemnification of County, and in the performance of this Subaward and until all of its obligations pursuant to this Subaward have been met, Subrecipient shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Subparagraph 8.24 and Subparagraph 8.25 (Insurance Coverage) of this Subaward. These minimum insurance coverage terms, types and limits ("Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Subrecipient pursuant to this Subaward. County in no way warrants that the Required Insurance is sufficient to protect Subrecipient for liabilities which may arise from or relate to this Subaward.

8.24.2 **Evidence of Coverage and Notice to County**

8.24.2.1 Certificate(s) of insurance coverage ("Certificate") satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given Insured status under Subrecipient's General Liability policy, shall be delivered to County's Contract Manager at the address shown below and provided prior to commencing Services under this Subaward.

8.24.2.2 Renewal Certificates shall be provided to County's Contract Manager not less than ten (10) days prior to Subrecipient's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Subrecipient and/or Lower Tier Subrecipient insurance policies at any time.

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Subaward by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Subrecipient identified as the contracting party in this Subaward. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars ($50,000), and list any County required endorsement forms.

8.24.2.4 Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Subrecipient, its insurance broker(s) and/or

insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Workforce Development, Aging and Community Services
Contracts Management Division
Attention: County's Contract Manager
3175 West Sixth Street
Los Angeles, CA 90020

8.24.2.6 Subrecipient also shall promptly report to County's Program Manager any injury or property damage accident or incident, including any injury to a Subrecipient employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Subrecipient. Subrecipient also shall promptly notify County's Program Manager of any third-party claim or suit filed against Subrecipient or any of its Lower Tier Subrecipients which arises from or relates to this Subaward, and could result in the filing of a claim or lawsuit against Subrecipient and/or County.

8.24.3 **Additional Insured Status and Scope of Coverage**

8.24.3.1 County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under Subrecipient's General Liability policy with respect to liability arising out of Subrecipient's ongoing and completed operations performed on behalf of County. County and its Agents' additional insured status shall apply with respect to liability and defense of suits arising out of Subrecipient's acts or omissions, whether such liability is attributable to Subrecipient or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 **Cancellation of or Change(s) in Insurance**

8.24.4.1 Subrecipient shall provide County with, or Subrecipient's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of

coverage or policy period. The written notice shall be provided to County's Contract Manager at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Subaward, in the sole discretion of County, upon which County may suspend or terminate this Subaward.

8.24.5 **Failure to Maintain Insurance**

8.24.5.1 Subrecipient's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Subaward, upon which County immediately may withhold payments due to Subrecipient, and/or suspend or terminate this Subaward. County, at its sole discretion, may obtain damages from Subrecipient resulting from said breach. Alternatively, County may purchase the Required Insurance, and without further notice to Subrecipient, deduct the premium cost from sums due to Subrecipient or pursue Subrecipient reimbursement.

8.24.6 **Insurer Financial Ratings**

8.24.6.1 Coverage shall be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 **Subrecipient's Insurance Shall Be Primary**

8.24.7.1 Subrecipient's insurance policies, with respect to any claims related to this Subaward, shall be primary with respect to all other sources of coverage available to Subrecipient. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Subrecipient coverage.

8.24.8 **Waivers of Subrogation**

8.24.8.1 To the fullest extent permitted by law, Subrecipient hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Subaward. Subrecipient shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 **Lower Tier Subrecipient Insurance Coverage Requirements**

8.24.9.1 Subrecipient shall include all Lower Tier Subrecipients as insureds under Subrecipient's own policies, or shall provide County with each Lower Tier Subrecipient's separate evidence of insurance coverage. Subrecipient shall be responsible for verifying that each Lower Tier Subrecipient

complies with the Required Insurance provisions herein, and shall require that each Lower Tier Subrecipient name County and Subrecipient as additional insureds on the Lower Tier Subrecipient's General Liability policy. Subrecipient shall obtain County's prior review and approval of any Lower Tier Subrecipient request for modification of the Required Insurance.

8.24.10 **Deductibles and Self-Insured Retentions (SIRs)**

8.24.10.1 Subrecipient's policies shall not obligate County to pay any portion of any Subrecipient deductible or SIR. County retains the right to require Subrecipient to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Subrecipient's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 **Claims Made Coverage**

8.24.11.1 If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Subaward. Subrecipient understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Subaward expiration, termination or cancellation.

8.24.12 **Application of Excess Liability Coverage**

8.24.12.1 Subrecipient may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 **Separation of Insureds**

8.24.13.1 All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 **Alternative Risk Financing Programs**

8.24.14.1 County reserves the right to review, and then approve, Subrecipient use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.15 **County Review and Approval of Insurance Requirements**

8.24.15.1 County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 Commercial General Liability

8.25.1.1 Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$4 million
Products/Completed Operations Aggregate:	$2 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

8.25.2 Automobile Liability

8.25.2.1 Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than one million dollars ($1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Subrecipient's use of autos pursuant to this Subaward, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability

8.25.3.1 Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million dollars ($1,000,000) per accident. If Subrecipient will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization ("PEO"), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Subrecipient's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

8.25.4 Intentionally Omitted

8.25.5 Intentionally Omitted

8.25.6 Property Coverage

8.25.6.1 Subrecipient who is given exclusive use of County owned or leased property shall carry property

coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30). County and its Agents shall be named as an Additional Insured and Loss Payee on Subrecipient's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

8.25.7 **Sexual Misconduct Liability**

8.25.7.1 Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million dollars ($2,000,000) per claim and two million dollars ($2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.25.8 **Privacy and Network Security Coverage**

8.25.8.1 Insurance coverage providing protection against liability for privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs); system(s) breaches; denial or loss of Service; introduction, implantation or spread of malicious software code; and, unauthorized access to or use of computer systems with limits of not less than one point five million dollars ($1,500,000). No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.25.9 **Intentionally Omitted**

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of County's Department Head, or his/her designee, Subrecipient is deemed to be non-compliant with the terms and obligations assumed hereby, County's Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Subrecipient's invoice for Work not performed. A description of the Work not performed and the amount to be withheld or deducted from payments to Subrecipient from County, will be forwarded to Subrecipient by County's Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If County's Department Head or his/her designee determines that there are deficiencies in the performance of this Subaward that County's Department Head or his/her designee deems are correctable by Subrecipient over a certain time span, County's Department Head or his/her designee will provide a written notice to Subrecipient to correct the deficiency within specified time frames. Should Subrecipient fail to correct deficiencies within said time frame, County's Department Head or his/her

designee may take any of the actions identified in Subparagraph 8.26.3.

8.26.3 **Remedies for Non-Performance of Subaward**

8.26.3.1 County may deduct from Subrecipient's payment, pro rata, those applicable portions of the monthly Subaward Sum at County's sole discretion.

8.26.3.2 County may deduct liquidated damages at County's sole discretion. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Subrecipient to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages per day per infraction shall be one hundred dollars ($100) or as specified in Exhibit A (Statement of Work), Attachment 1 (Performance Requirements Summary Chart). Subrecipient shall be liable to County for liquidated damages in said amount and this amount shall be deducted from County's payment to Subrecipient.

8.26.3.3 Upon giving five (5) days' notice to Subrecipient for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Subrecipient from County, as determined by County.

8.26.4 The action noted in Subparagraph 8.26.3 shall not be construed as a penalty, but as adjustment of payment to Subrecipient to recover County cost due to the failure of Subrecipient to complete or comply with the provisions of this Subaward.

8.26.5 This Subparagraph 8.26 shall not, in any manner, restrict or limit County's right to damages for any breach of this Subaward provided by law or as specified in Exhibit A (Statement of Work), Attachment G (Performance Requirements Summary Chart) or Subparagraph 8.26.3, and shall not, in any manner, restrict or limit County's right to terminate this Subaward as agreed to herein. This Subparagraph 8.26 may be assessed as an option. It does not preclude utilizing Exhibit A (Statement of Work), Attachment G (Performance Requirements Summary Chart) or assessing actual costs of the damage.

8.27 MOST FAVORED PUBLIC ENTITY

8.27.1 If Subrecipient's prices decline, or should Subrecipient at any time during the term of this Subaward provide the same goods or Services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Subaward, then such lower prices shall be immediately extended to County.

8.28 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 Subrecipient (that is, "Contractor") certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 Contractor shall certify to, and comply with, the provisions of Exhibit D (Subrecipient's Equal Employment Opportunity Certification).

8.28.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 Contractor certifies and agrees that it will deal with its Lower Tier Subrecipients (that is, "Subcontractors"), bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Subaward (that is, "Contract") or under any project, program or activity supported by this Contract.

8.28.6 Contractor shall allow County representatives access to Contractor's employment records during County's business hours to verify compliance with the provisions of this Subparagraph 8.28 when so requested by County.

8.28.7 If County finds that any provisions of this Subparagraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, County shall, at its

sole option, be entitled to the sum of five hundred dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON-EXCLUSIVITY

8.29.1 Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Subrecipient. This Subaward shall not restrict County from acquiring similar, equal or like goods and/or Services from other entities or sources.

8.30 NOTICE OF DELAYS

8.30.1 Except as otherwise provided under this Subaward, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Subaward, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

8.31.1 Subrecipient shall bring to the attention of County's Program Manager and/or County's Contract Manager any dispute between County and Subrecipient regarding the performance of Services as stated in this Subaward. If County's Program Manager or County's Contract Manager is not able to resolve the dispute, County's Department Head or his/her designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

8.32.1 Subrecipient shall notify its employees, and shall require each Lower Tier Subrecipient to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service (IRS) Notice 1015. Subrecipient shall obtain the most current version of IRS Notice 1015 on-line at the IRS website: www.irs.gov.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

8.33.1 Subrecipient (that is, "Contractor") shall notify and provide to its employees, and shall require each Lower Tier Subrecipient (that is, "Subcontractor") to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) of this Subaward (that is, "Contract"). Additional information is available at www.babysafela.org.

8.34 NOTICES

8.34.1 All notices or demands required or permitted to be given or made under this Subaward shall be in writing and shall be hand-delivered with signed receipt or mailed by first-class

registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit E (County's Administration) and Exhibit F (Subrecipient's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. County's Contract Manager or his/her designee shall have the authority to issue all notices or demands required or permitted by County under this Subaward.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

8.35.1 Notwithstanding the above, Subrecipient and County agree that, during the term of this Subaward and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by Subrecipient, all information obtained in connection with County's right to audit and inspect Subrecipient's documents, books, and accounting records pursuant to Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), as well as those documents which were required to be submitted in response to the solicitation used to procure this Subaward, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (California Public Records Act) and which are marked "trade secret", "confidential" or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential" or "proprietary", Subrecipient agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in an action or liability arising under the California Public Records Act.

8.37 PUBLICITY

8.37.1 Subrecipient shall not disclose any details in connection with this Subaward to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Subrecipient's need to identify its Services and related Clients to sustain itself, County shall not inhibit Subrecipient from publishing its role under this Subaward within the following conditions:

8.37.1.1 Subrecipient shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Subaward, Subrecipient shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Contract Manager. County shall not unreasonably withhold written consent.

8.37.2 Without the prior written consent of County, Subrecipient may indicate in its proposals and sales materials that it has been granted this Subaward with County of Los Angeles, provided that the requirements of this Subparagraph 8.37 shall apply.

8.37.3 Subrecipient shall not use or display the official seal of County of Los Angeles or the logo of Workforce Development, Aging and Community Services on any of its letterhead or other communications with any debtor, or for any other reason, unless each form of usage has prior written approval of the Los Angeles County Board of Supervisors.

8.38 RECORD RETENTION, INSPECTION AND AUDIT SETTLEMENT

8.38.1 **Record Retention Requirements**

8.38.1.1 Subrecipient shall maintain accurate and complete financial records (such as bank statements, cancelled checks or other proof of payment) of its activities and operations relating to this Subaward in accordance with Generally Accepted Accounting Principles. Subrecipient shall also maintain all materials, including, but not limited to, complete employment records (such as timecards, sign-in/sign-out sheets and other time and employment records), supporting Program documents and proprietary data and information relating to its performance of this Subaward. Subrecipient shall further maintain on file the entirety of this Subaward, its amendments and/or addendums, modifications and all applicable laws, regulations, directives, Program memoranda and guidance which are hereby incorporated by reference. Subrecipient shall ensure that the security and integrity of all records are maintained throughout the entire term of this Subaward and during the authorized retention period as outlined below.

8.38.1.2 Subrecipient shall adhere to the requirements of the authorized retention period, which shall be the greater of the following: throughout the entire term of this Subaward and until an audit of this Subaward by County and/or its duly authorized representative(s) has occurred and a written audit resolution has been issued or unless otherwise authorized in writing by County; or, for such longer period, if any, as required by applicable statute, by any other provision of this Subaward, by Subparagraphs 8.38.2.2 and 8.38.2.3 or as County

deems necessary (which shall be communicated to Subrecipient in writing).

8.38.1.3 All such material shall be maintained by Subrecipient at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Subrecipient shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1.4 After the authorized retention period has expired, Subrecipient shall dispose of, shred or destroy all confidential records in a manner that will maintain confidentiality. Subrecipient shall obtain a certificate of destruction to substantiate that all confidential records have been securely destroyed. Subrecipient shall notify County's Contract Manager in writing within thirty (30) days after such records are destroyed. The certificate of destruction shall be provided to County's Contract Manager upon County's request.

8.38.2 **Access to Records**

8.38.2.1 Subrecipient agrees that County and any of its duly authorized representatives (which may include State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives), shall have both access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Subaward, any books, documents, papers and records of Subrecipient that are directly pertinent to this Subaward (as determined by County and its duly authorized representatives). The rights of access which are outlined in this Subaward shall not be limited to the authorized retention period but shall last as long as the records are retained.

8.38.2.2 If this Subaward (or any part thereof) is terminated, Subrecipient shall preserve and make all records, relating to the Work terminated, available during the authorized retention period of this Subaward. Subrecipient shall ensure that any resource directories and all Client records remain the property of County upon termination of this Subaward, and that they are returned to County or transferred to another subrecipient as instructed by County in writing.

8.38.2.3 In the event of any litigation, claim, negotiation, audit exception or other action involving the records, Subrecipient shall maintain all records

relative to such action and shall make them available to County and/or its duly authorized representatives until every action has been cleared to the satisfaction of County and/or its duly authorized representatives, and such clearance must be evidenced to Subrecipient in writing.

8.38.2.4 County reserves the right to take physical custody of Subrecipient's records when any of the following situations occur: in the event that a potential litigation may be levied against Subrecipient for its Work performed under this Subaward; when County determines that Subrecipient is at a high risk of ceasing its operations during any time within the Subaward term or prior to the end of the retention period; when County determines that the records have long-term value; and/or, in the event that County and Subrecipient terminate the contractual relationship. For purposes of this Subaward, high risk is determined by County using criteria which includes but is not limited to the following: history of unsatisfactory contractual performance; financial instability or insolvency; documented evidence of an inadequate management system and lack of internal controls; non-conformance to the terms and conditions of previous awards; non-responsible; and/or history of disallowed costs.

8.38.3 **Monitoring Reviews**

8.38.3.1 Subrecipient shall provide the Services herein under the general supervision of County's Department Head and his/her authorized administrators who are designated in Paragraph 6.0 (Administration of Subaward-County). County shall supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the Services to be provided by Subrecipient as well as the criteria for determining the persons to be served (Clients). Subrecipient shall extend to County and to representatives authorized by County (including, but not limited to, State and Federal representatives) the right to observe, review and monitor Subrecipient's facilities, programs, records, procedures, performance, activities, or documents, which are used under this Subaward. Subrecipient shall provide County (or other designated authorities) the right to conduct such reviews at any time during County's business hours. County (or other designated authorities) shall not unreasonably interfere with Subrecipient's performance. The requirements of this Subparagraph 8.38 shall also apply to Lower Tier Subrecipients providing Services on behalf of Subrecipient.

8.38.3.2 County will monitor Subrecipient's Services provided under this Subaward on a regular basis and County may conduct unannounced site

visits to ensure Subrecipient's compliance with this Subaward. County will summarize the results of the monitoring efforts in written reports, which shall be supported with documented evidence of follow-up actions taken to correct areas of non-compliance. Monitoring activities may include, but are not limited to interviewing Subrecipient employees and, when applicable, Clients; entering any premises or any site in which any of the Services or activities funded are being conducted or in which any records of Subrecipient are kept; etc. All information will be maintained in a confidential manner in accordance with any and all Federal, State and local laws.

8.38.3.3 Subrecipient shall be responsible for monitoring the activities of its Lower Tier Subrecipient(s) providing Services under this Subaward. Subrecipient shall conduct on-site fiscal and program monitoring reviews which shall be documented and maintained on file according to the record retention requirements provided in this Subparagraph 8.38. Subrecipient shall ensure that Lower Tier Subrecipient(s) adheres to all requirements for correcting areas of non-compliance, and implements the corrective action plan which has been approved by Subrecipient.

8.38.4 **Independent Audit Requirements**

8.38.4.1 Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq. requires that organizations which expend seven hundred fifty thousand dollars ($750,000) or more in a year in Federal awards, including pass-through awards, shall obtain an annual single audit. When Subrecipient's organization meets this requirement (as specified in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq.), Subrecipient shall ensure that such audit shall be conducted by an independent auditor in accordance with the requirements outlined in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq. (and any amendments or supplements thereto). Subrecipient shall submit an audit engagement letter as confirmation of the audit to be conducted by the independent auditor and such letter shall be submitted to County's Compliance Manager in the time and manner as directed by County. Upon auditor's completion of the single audit, Subrecipient shall obtain both the data collection form and the reporting package (i.e., auditor's report), as described in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq., from the auditor for each audit period (i.e., each Fiscal Year or Program Year). Subrecipient shall submit a copy

of the auditor's report to County's Compliance Manager within thirty (30) days after receipt of auditor's report but no later than nine (9) months following the end of the audit period.

8.38.4.2 When the requirements provided above for obtaining an annual audit do not apply to Subrecipient for any Fiscal Year (or Program Year), Subrecipient shall make its records available for review or audit by County and any of its duly authorized representatives (which may include State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives). Such review or audit may include but is not limited to financial audits, performance audits, evaluations, inspections, monitoring, etc. as determined by County and/or by any other oversight agency that is responsible for overseeing Subaward Sums, the Program and Services. Subrecipient shall comply with the review and audit requirements which shall be identified in writing by County and/or its duly authorized representatives.

8.38.4.3 In the event that an audit of Subrecipient is conducted specifically regarding this Subaward by any Federal or State auditor, or by any auditor or accountant employed by Subrecipient or otherwise, then Subrecipient shall file a copy of such audit report with County's Compliance Manager within thirty (30) days of Subrecipient's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Subaward. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.4.4 If, at any time during the term of this Subaward or during the authorized retention period of this Subaward as noted in Subparagraph 8.38.1, representatives of County conduct an audit of Subrecipient regarding the Work performed under this Subaward, and if such audit finds that County's dollar liability for any such Work is less than payments made by County to Subrecipient, then the difference shall be either: a) repaid by Subrecipient to County by cash payment upon demand; or, b) at the sole option of County of Los Angeles Department of Auditor-Controller, deducted from any amounts due to Subrecipient from County, whether under this Subaward or otherwise. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Subrecipient, then the difference shall be paid to Subrecipient by County by cash payment, provided that in no event shall County's maximum obligation

for this Subaward exceed the funds appropriated by County for the purpose of this Subaward.

8.38.5 **Failure to Comply With Requirements**

8.38.5.1 Failure on the part of Subrecipient to comply with any of the provisions of this Subparagraph 8.38 shall constitute a material breach of this Subaward upon which County may terminate or suspend this Subaward.

8.39 RECYCLED BOND PAPER

8.39.1 Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at Los Angeles County landfills, Subrecipient agrees to use recycled-content paper to the maximum extent possible on this Subaward.

8.40 LOWER TIER SUBAWARD

8.40.1 Subrecipient shall not delegate the requirements of this Subaward to a third-party ("Lower Tier Subrecipient") without the advance written approval of County. Any attempt by Subrecipient to enter into a Lower Tier Subaward for that purpose without the prior written consent of County shall be deemed a material breach of this Subaward. Subrecipient shall provide a draft copy of the proposed Lower Tier Subaward to County's Contract Manager, and shall allow County up to sixty (60) days to complete its review process. As such, Subrecipient shall ensure that it provides the Lower Tier Subaward to County well in advance of its intended date to execute the Lower Tier Subaward (i.e., in order for Subrecipient to meet its target date for executing the Lower Tier Subaward, Subrecipient shall factor up to sixty (60) days into its timeline to account for County's review process).

8.40.2 If Subrecipient desires to enter into a Lower Tier Subaward for the purpose of delegating any of the requirements of this Subaward, Subrecipient shall complete Exhibit Y (List of Lower Tier Subawards) and at County's request shall promptly provide the following information either on or along with Exhibit Y (List of Lower Tier Subawards):

8.40.2.1 Lower Tier Subrecipient's name and contact information; a description of the Work to be performed by Lower Tier Subrecipient; Lower Tier Subaward number; and Lower Tier Subaward amount.

8.40.2.2 A draft copy of the proposed Lower Tier Subaward.

8.40.2.3 Other pertinent information and/or certifications requested by County.

8.40.3 Subrecipient shall indemnify, defend, and hold County harmless with respect to the activities of each and every Lower Tier Subrecipient in the same manner and to the same degree as if such Lower Tier Subrecipient(s) was Subrecipient's employee.

8.40.4 Subrecipient shall remain fully responsible for all performances required of it under this Subaward, including those that Subrecipient has determined to grant through a Lower Tier Subaward, notwithstanding County's approval of Subrecipient's proposed Lower Tier Subaward.

8.40.5 County's consent to allow Subrecipient to enter into a Lower Tier Subaward with a third-party shall not waive County's right to prior and continuing approval of any and all personnel, including Lower Tier Subrecipient employees, providing Services under this Subaward. Subrecipient is responsible for notifying its Lower Tier Subrecipients of this County right.

8.40.6 County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Lower Tier Subaward and Lower Tier Subrecipient employees. After County's approval of the Lower Tier Subaward, Subrecipient shall forward a copy of the fully executed Lower Tier Subaward to County's Contract Manager within five (5) days of its execution.

8.40.7 Subrecipient shall be solely liable and responsible for all payments or other compensation to all Lower Tier Subrecipients and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding County's consent to allow Subrecipient to enter into such Lower Tier Subaward(s).

8.40.8 Subrecipient shall obtain current valid certificates of insurance, which establish that each Lower Tier Subrecipient maintains all the programs of insurance required by County in accordance with Subparagraph 8.24.9 (Lower Tier Subrecipient Insurance Coverage Requirements). In addition to meeting the requirements noted in Subparagraph 8.24 (General Provisions for All Insurance Coverage) and Subparagraph 8.25 (Insurance Coverage), such certificates of insurance shall also indicate the Lower Tier Subaward number for each Lower Tier Subrecipient. Before any Lower Tier Subrecipient employee performs any Work hereunder, Subrecipient shall ensure delivery of all such documents to County's Contract Manager or designee.

8.40.9 Amending a Lower Tier Subaward may be initiated by either Subrecipient or County. When an amendment is initiated by County, County shall outline the reason(s) for the amendment and Subrecipient shall comply with County's request. All Lower Tier Subaward amendments are subject to review and must be approved in writing by County before they are executed. Subrecipient shall provide a draft copy of the proposed amendment to County's Contract Manager, and shall allow County up to thirty (30) days to complete its review process. After County's approval of Subrecipient's amendment, Subrecipient shall forward a copy of the fully executed amendment to County's Contract Manager within five (5) days of its execution.

8.40.10 Subrecipient shall adhere to all applicable Federal, State and/or County requirements for the procurement of a Lower Tier Subrecipient(s) and/or vendor services using Subaward Sums.

8.40.11 In the event County approves Subrecipient's request to delegate any part of the requirements of this Subaward through a Lower Tier Subaward, all applicable provisions and requirements of this Subaward shall be made applicable to such Lower Tier Subaward. To this end, Subrecipient shall include the following provision in the Lower Tier Subaward: This agreement is a Lower Tier Subaward under the terms of a prime Subaward (identified as Subaward Number ENP202104) with County of Los Angeles Workforce Development, Aging and Community Services and shall be subject to all of the provisions of such prime Subaward. All representations and warranties under this Lower Tier Subaward shall inure to the benefit of County of Los Angeles.

8.40.12 Pursuant to the provisions of this Subaward, County has the right to review and consent (or not consent) to Subrecipient's use of Lower Tier Subrecipients that have been procured in compliance with State and/or federal guidelines applicable to the funding source(s) identified in Subparagraph 5.1.2 (Funding Allocations). County's approval of the proposed Lower Tier Subaward shall not be deemed as validation of the procurement method used by Subrecipient, and only reflects County's approval as to the form of the Lower Tier Subaward terms and conditions as well as the services being provided under such agreement.

8.40.13 When entering into a Lower Tier Subaward with a qualified organization, Subrecipient shall maintain documentation that supports/justifies the procurement method and evaluation process used by Subrecipient to select the qualified vendor for a Lower Tier Subaward. County's continuing consent to a Lower Tier Subaward is contingent upon Subrecipient's assurance that the procurement process was compliant with the requirements noted herein as well as all other Subaward requirements, and that the Lower Tier Subrecipient continues to retain staff and infrastructure experienced with providing the necessary services.

8.40.14 This Subaward and any approved Lower Tier Subaward are subject to monitoring and/or review by County, State, and/or federal funding authorities. If Subrecipient executes a Lower Tier Subaward that is deemed non-compliant with the requirements of this Subaward or applicable federal, State, or County regulations, any costs incurred under that Lower Tier Subaward may be disallowed, resulting in Subrecipient's liability to County for the repayment of any charged costs and/or not being reimbursed for any of those incurred costs yet to be billed.

8.40.15 Subrecipient shall ensure that its Lower Tier Subrecipient(s) complies with the requirements of California Public Contract Code Section 2010 by submitting a completed Exhibit DD (California Civil Rights Laws Certification) for Lower Tier Subrecipient(s) as a condition of executing this Subaward.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.41.1 Failure of Subrecipient (that is, "Contractor") to maintain compliance with the requirements set forth in Subparagraph 8.14

(Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Subaward (that is, "Contract"). Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to Subparagraph 8.43 (Termination for Default) and pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 County may terminate this Subaward, in whole or in part, from time to time or permanently, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of Work hereunder shall be effected by notice of termination to Subrecipient specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) calendar days after the notice is sent.

8.42.2 Upon receipt of a notice of termination and except as otherwise directed by County, Subrecipient shall immediately:

8.42.2.1 Stop Work under this Subaward on the date and to the extent specified in such notice;

8.42.2.2 Complete performance of such part of the Work as shall not have been terminated by such notice;

8.42.2.3 Transfer title and deliver to County all completed Work and Work in progress.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Subrecipient under this Subaward shall be maintained by Subrecipient in accordance with Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).

8.43 TERMINATION FOR DEFAULT

8.43.1 County may, by written notice to Subrecipient, terminate the whole or any part of this Subaward, if, in the judgment of County:

8.43.1.1 Subrecipient has materially breached this Subaward; or

8.43.1.2 Subrecipient fails to timely provide and/or satisfactorily perform any task, deliverable, Service, or other work required under this Subaward; or

8.43.1.3 Subrecipient fails to demonstrate a high probability of timely fulfillment of performance requirements under this Subaward, or of any obligations of this Subaward and in either case, fails to demonstrate convincing progress toward a cure within five (5) business days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

8.43.2 In the event that County terminates this Subaward in whole or in part as provided in Subparagraph 8.43.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and Services similar to those so terminated. Subrecipient shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and Services. Subrecipient shall continue the performance of this Subaward to the extent not terminated under the provisions of this Subparagraph 8.43.

8.43.3 Except with respect to defaults of any Lower Tier Subrecipient, Subrecipient shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Subaward arises out of causes beyond the control and without the fault or negligence of Subrecipient. Such causes may include, but are not limited to: acts of nature or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Subrecipient. If the failure to perform is caused by the default of a Lower Tier Subrecipient, and if such default arises out of causes beyond the control of both Subrecipient and Lower Tier Subrecipient, and without the fault or negligence of either of them, Subrecipient shall not be liable for any such excess costs for failure to perform, unless the goods or Services to be furnished by the Lower Tier Subrecipient were obtainable from other sources in sufficient time to permit Subrecipient to meet the required performance schedule. As used in this Subparagraph 8.43, the term "Lower Tier Subrecipient(s)" means Lower Tier Subrecipient(s) at any tier.

8.43.4 If, after County has given notice of termination under the provisions of this Subparagraph 8.43, it is determined by County that Subrecipient was not in default under the provisions of this Subparagraph 8.43, or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of County provided in this Subparagraph 8.43, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Subaward.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 County may, by written notice to Subrecipient (that is, "Contractor"), immediately terminate the right of Contractor to proceed under this Subaward (that is, "Contract") if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.44.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County of Los Angeles Department of Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

8.45.1 County may terminate this Subaward forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of Subrecipient. Subrecipient shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Subrecipient is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding Subrecipient under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for Subrecipient; or

8.45.1.4 The execution by Subrecipient of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of County provided in this Subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Subaward.

8.46 TERMINATION FOR NON - ADHERENCE OF COUNTY LOBBYIST ORDINANCE

8.46.1 Subrecipient (that is, "Contractor") and each County Lobbyist or County Lobbying firm, as defined in Los Angeles County Code

Section 2.160.010, retained by Contractor shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Subaward (that is, "Contract"), upon which County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON - APPROPRIATION OF FUNDS

8.47.1 Notwithstanding any other provision of this Subaward, County shall not be obligated for Subrecipient's performance hereunder or by any provision of this Subaward during any of County's future Fiscal Years unless and until County's Board of Supervisors appropriates funds for this Subaward in County's budget for each such future Fiscal Year. In the event that funds are not appropriated for this Subaward, then this Subaward shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated. County shall notify Subrecipient in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

8.48.1 If any provision of this Subaward or the application thereof to any person or circumstance is held invalid, the remainder of this Subaward and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

8.49.1 No waiver by County of any breach of any provision of this Subaward shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Subaward shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.49, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Subaward.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 Subrecipient warrants that no person or selling agency has been employed or retained to solicit or secure this Subaward upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Subrecipient for the purpose of securing business.

8.50.2 For breach of this warranty, County shall have the right to terminate this Subaward and, at its sole discretion, deduct from the Subaward Sum or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

8.51.1 Subrecipient acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying

their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Subrecipient qualifies for an exemption or exclusion, Subrecipient warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Subaward will maintain compliance, with Los Angeles County Code Chapter 2.206. Prior to the commencement of this Subaward, Subrecipient shall complete Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program) and submit it to County's Contract Manager in the time and manner as designated by County.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY' S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

8.52.1 Failure of Subrecipient to maintain compliance with the requirements set forth in Subparagraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program), shall constitute default under this Subaward. Without limiting the rights and remedies available to County under any other provision of this Subaward, failure of Subrecipient to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Subaward and/or pursue debarment of Subrecipient, pursuant to Los Angeles County Code Chapter 2.206.

8.53 TIME OFF FOR VOTING

8.53.1 Subrecipient shall notify and provide its employees, and shall require each Lower Tier Subrecipient to notify and provide its employees, information regarding the time off for voting law pursuant to California Elections Code (EC) Section 14000. Not less than ten (10) days before every statewide election, Subrecipient and its Lower Tier Subrecipient(s) shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of EC 14000.

8.54 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING POLICY

8.54.1 Subrecipient (that is, "Contractor") acknowledges that County has established a Zero Tolerance Human Trafficking Policy which prohibits Contractor and member of Contractor's staff from engaging in human trafficking.

8.54.2 If Contractor or member of Contractor's staff is convicted of a human trafficking offense, County shall require that Contractor or member of Contractor's staff be removed immediately from performing Services under this Subaward (that is, "Contract"). County will not be under any obligation to disclose confidential information regarding the offense(s) other than those required by law.

8.54.3 Disqualification of Contractor or member of Contractor's staff pursuant to this Subparagraph 8.54 shall not relieve Contractor of its obligation to complete all Work in accordance with the

terms and conditions of this Contract.

8.55 INTENTIONALLY OMITTED

8.56 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

8.56.1 Subrecipient (that is, "Contractor") shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this Subparagraph 8.56 may constitute a material breach of this Subaward (that is, "Contract"). In the event of such material breach, County may, in its sole discretion, terminate this Contract.

8.57 COMPLIANCE WITH COUNTY POLICY OF EQUITY

8.57.1 Subrecipient acknowledges that County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in County Policy of Equity ("CPOE") (https://ceop.lacounty.gov/). Subrecipient further acknowledges that County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Subrecipient, its employees and Lower Tier Subrecipient(s) acknowledge and certify receipt and understanding of the CPOE. Failure of Subrecipient, its employees or its Lower Tier Subrecipient(s) to uphold County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Subrecipient to termination of contractual agreements as well as civil liability.

8.58 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

8.58.1 A Proposer, or a Subrecipient (that is, "Contractor") or its subsidiary or Lower Tier Subrecipient (that is, "Subcontractor") ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of County. A violation of this provision shall result in the disqualification of Proposer/Contractor from participation in County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Subaward (that is, "Agreement").

9.0 UNIQUE TERMS AND CONDITIONS

9.1 ALLEGATIONS OF FRAUD AND/OR ABUSE

9.1.1 **Fraud Prevention Reporting**

9.1.1.1 Subrecipient's staff working on this Subaward shall immediately report all suspected or actual instances of fraud as designated in Exhibit Q (Accounting, Administration and Reporting Requirements).

9.1.2 **Child Abuse Reporting**

9.1.2.1 Subrecipient's staff working on this Subaward shall

comply with the Child Abuse and Neglect Reporting Act (California Penal Code (PC) Section 11164 et seq.), and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by the referenced Penal Code. Additionally, Subrecipient's staff working on this Subaward shall also report such abuse to the County of Los Angeles Department of Children and Family Services by calling the hotline at (800) 540-4000 within twenty-four (24) hours of discovering or suspecting the abuse. Subrecipient's staff shall submit all required information to the appropriate authorities in accordance with PC Sections 11166 and 11167.

9.1.3 **Elder and Dependent Adult Abuse Reporting**

9.1.3.1 Subrecipient's staff working on this Subaward shall comply with the Elder Abuse and Dependent Adult Civil Protection Act (California Welfare and Institutions Code (WIC) Section 15600 et seq.), and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by the referenced Welfare and Institutions Code. Subrecipient's staff working on this Subaward shall report the abuse and shall submit all required information in accordance with WIC Sections 15630, 15633 and 15633.5.

9.1.4 **Withholding of Payment**

9.1.4.1 In the event that allegations of fraud and/or abuse are levied against Subrecipient or any individual or entity performing Work under this Subaward on behalf of Subrecipient, County reserves the right to withhold either ten percent (10%) of the Subaward Sum allocated for any Fiscal Year under this Subaward or the entire amount of the final year-end invoice, whichever is greater, until a determination is issued in writing by County that withheld funds will be released to Subrecipient. For purposes of this Subaward, fraud and abuse shall include but are not limited to the following: misapplication of funds; embezzlement; forgery; theft; solicitation and receipt of bribes; falsification of records; inauditable records; unsupported or undocumented Subaward expenditures; inaccurate fiscal and/or Program reports; misuse of fixed assets or non-fixed assets purchased with Subaward Sums (when the procurement of such assets are authorized in this Subaward); violation of conflict of interest requirements; etc.

9.2 AMERICANS WITH DISABILITIES ACT (ADA)

9.2.1 Subrecipient shall abide by all applicable Federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and

auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, Subrecipient's operations. Subrecipient shall submit demonstrable evidence of such undue financial burden to County in such circumstances.

9.3 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

9.3.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (Senate Bill 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Subrecipient (that is, "Contractor") to complete Exhibit O (Charitable Contributions Certification), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect Los Angeles County and its taxpayers. When Contractor receives or raises charitable contributions without complying with its obligations under California law, Contractor commits a material breach subjecting it to termination of this Subaward (that is, "Contract"), debarment proceedings or both (Los Angeles County Code Chapter 2.202). Prior to the commencement of this Contract, Contractor shall submit the completed Exhibit O (Charitable Contributions Certification) to County's Contract Manager in the time and manner as designated by County.

9.4 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

9.4.1 County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules which are outlined in Title 45 Code of Federal Regulations Sections 160 and 164 (collectively "HIPAA Rules"). Under this Subaward, Subrecipient provides Services to County and Subrecipient creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) in order to provide those Services. County and Subrecipient therefore agree to the terms of Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)).

9.5 FIXED ASSETS, NON-FIXED ASSETS AND SUPPLIES

9.5.1 Subrecipient may use Subaward Sums to purchase Fixed Assets, Non-Fixed Assets and Supplies, which are defined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies) contingent upon County's prior approval. Subrecipient shall adhere to the purchase, inventory and disposal requirements for all Fixed Assets, Non-Fixed Assets and Supplies purchased with Subaward Sums, as provided by Federal and State regulations as well as the requirements outlined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies).

9.5.2 This Subaward involves the furnishing of equipment, materials and/or supplies. As such, it is unlawful for Subrecipient when engaged in business within the State to use any article or product as a "loss leader" as defined in the Business and Professions Code Section 17030.

9.6 LIMITATION ON CORPORATE ACTS

9.6.1 Subrecipient shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Subaward Sums, or take any other steps which may materially affect the performance of this Subaward without first notifying County in writing no less than thirty (30) days prior to said action. Subrecipient shall notify County's Contract Manager immediately in writing of any change in Subrecipient's corporate name.

9.6.2 If, in County's sole discretion, the steps taken by Subrecipient are determined to materially affect Subrecipient's performance of this Subaward, County may, at its sole discretion, take any (or all) of the following actions:

9.6.2.1 Require Subrecipient to remedy the areas that affect Subrecipient's ability to perform its obligations under this Subaward.

9.6.2.2 Suspend Subrecipient from performing (and receiving payment for) Subaward tasks until a remedy has been reached.

9.6.2.3 Terminate this Subaward pursuant to Subparagraph 8.43 (Termination for Default).

9.7 INTENTIONALLY OMITTED

9.8 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

9.8.1 Subrecipient represents and warrants that it has registered in Los Angeles County's vendor registration system ("WebVen"). The WebVen contains Subrecipient's business profile and identifies the goods/services being provided by Subrecipient. Subrecipient shall ensure that it updates its vendor profile whenever changes occur to Subrecipient's operations by accessing the WebVen site located on-line at: http://camisvr.co.la.ca.us/webven/. County shall use the data obtained from Subrecipient's WebVen profile to ensure that Subrecipient's information is consistent with Subaward records (e.g., Subrecipient's legal name, as reflected in its WebVen profile, shall be used in all Subaward documents).

9.9 MODIFICATIONS

9.9.1 **Modifications to this Subaward**

9.9.1.1 This Subaward fully expresses the agreement of the parties. Any modification to this Subaward must be by means of a separate written document approved by County. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Subaward in any way. For purposes of this Subparagraph 9.9, a

Modification:

9.9.1.1.1 Is a mechanism that allows Subrecipient to revise its Budget(s) or Services during the Fiscal Year or Program Year without adversely affecting Subrecipient's ability to fulfill its obligations under this Subaward (i.e., such Modification shall not materially change Subrecipient's obligation to provide the Services outlined in Exhibit A (Statement of Work)).

9.9.1.1.2 Allows Subrecipient to fully utilize Subaward Sums to fulfill the requirements of this Subaward and adequately cover the provision of Services.

9.9.1.1.3 Is approved by County in writing, must be in the best interests of County and Subrecipient shall adhere to it in its entirety.

9.9.1.2 Any Modification, as described below, shall not change the terms, goals or requirements of this Subaward. Such Modification provides Subrecipient some flexibility to operate within the terms of this Subaward in order to fully utilize Subaward Sums and to achieve Subrecipient's performance goals. Subrecipient's request for Modifications, either budgetary or programmatic, must be submitted in writing to either County's Contract Manager or County's Program Manager, respectively. Subrecipient shall not request a Modification during the first quarter and during the last two (2) months of the current Fiscal Year or Program Year (except where a written waiver is requested by Subrecipient and granted by County).

9.9.2 **Budget Modifications**

9.9.2.1 The movement of funds within an approved Budget(s) from one line item to another line item is classified as a Budget Modification. For the entirety of any Fiscal Year or Program Year, a Budget Modification shall not exceed twenty percent (20%) of the baseline amount allocated to the line items being modified (i.e., Subrecipient's movement of funds among line items shall not cause one line item to be reduced or increased by more than twenty percent (20%) of its baseline amount). For purposes of this Subparagraph 9.9, baseline is defined as the original amount allocated at the beginning of a Fiscal Year or Program Year; for Fiscal Years or Program Years following the first Fiscal Year or Program Year, such amount may differ from what is

reflected in the original Subaward. A Budget Modification shall not change the Subaward Sum allocated for any Fiscal Year or Program Year under this Subaward. Subrecipient shall notify County's Contract Manager in writing to request authorization prior to submitting a Budget Modification. On the date County approves a Budget Modification, such Budget Modification shall supersede any prior Budget Modification(s) approved by County within the same Fiscal Year or Program Year (i.e., when Subrecipient's Budget Modification number two (2) is approved by County, it becomes effective upon the approval date and Subrecipient's Budget Modification number one (1) is no longer effective as of that same date).

9.9.3 **Program Modifications**

9.9.3.1 The movement of Services from one Service category (as defined in Exhibit A (Statement of Work)) to another is classified as a Program Modification. Subrecipient shall notify County's Program Manager in writing to request authorization prior to submitting a Program Modification. On the date County approves a Program Modification, such Program Modification shall supersede any prior Program Modification(s) approved by County within the same Fiscal Year or Program Year (i.e., when Subrecipient's Program Modification number two (2) is approved by County, it becomes effective upon the approval date and Subrecipient's Program Modification number one (1) is no longer effective as of that same date).

9.10 NEPOTISM

9.10.1 Subrecipient certifies that it shall not hire nor permit the hiring of any person in a position funded under this Subaward if a member of the person's immediate family is employed in an administrative capacity by Subrecipient. For purposes of this Subparagraph 9.10, the term "immediate family" means spouse (common law or otherwise, and including domestic partner), child, mother, father, brother, sister, brother-in- law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by Subrecipient. The term "administrative capacity" means a position that has overall administrative responsibility for the Program, including but not limited to selection, hiring, or supervisory responsibilities.

9.11 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.11.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools ("materials") which are originated or created through Subrecipient's Work pursuant to this Subaward. Subrecipient, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in County all of Subrecipient's right, title and interest in and

to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Subrecipient's Work under this Subaward.

9.11.2 During the term of this Subaward and during the authorized retention period of this Subaward, Subrecipient shall maintain and provide security for all of Subrecipient's working papers prepared under this Subaward. County shall have the right to inspect, copy and use at any time during the term of this Subaward and during the authorized retention period of this Subaward, any and all such working papers and all information contained therein.

9.11.3 Any and all materials, software and tools which are developed or were originally acquired by Subrecipient outside the scope of this Subaward, which Subrecipient desires to use hereunder, and which Subrecipient considers to be proprietary or confidential, must be specifically identified by Subrecipient to County's Contract Manager as proprietary or confidential, and shall be plainly and prominently marked by Subrecipient as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.11.4 County will use reasonable means to ensure that Subrecipient's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Subrecipient.

9.11.5 Notwithstanding any other provision of this Subaward, County will not be obligated to Subrecipient in any way under Subparagraph 9.11.4 for any of Subrecipient's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subparagraph 9.11.3 or for any disclosure which County is required to make under any Federal or State law or order of court.

9.11.6 Notwithstanding any other provision of this Subaward, County and Subrecipient agree that County shall have all ownership rights of software or modification thereof and associated documentation designed, developed or installed using Federal financial participation. The Federal government shall have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Subaward, proprietary operating/vendor software packages, which are provided at established catalog or market prices and sold or leased to the general public, shall not be subject to the ownership provisions of this Subparagraph 9.11.

9.11.7 All the rights and obligations of this Subparagraph 9.11 shall survive the expiration or termination of this Subaward.

9.12 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

9.12.1 Subrecipient shall indemnify, hold harmless and defend County

from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third-party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Subrecipient's Work under this Subaward. County shall inform Subrecipient as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Subrecipient's defense and settlement thereof.

9.12.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Subrecipient, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

9.12.2.1 Procure for County all rights to continued use of the questioned equipment, part, or software product; or

9.12.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or

9.12.2.3 Modify the questioned equipment, part, or software so that it is free of claims.

9.12.3 Subrecipient shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Subrecipient, in a manner for which the questioned product was not designed nor intended.

9.13 PROBATION AND SUSPENSION

9.13.1 Subrecipient may be placed on probation, suspension or a combination thereof when County determines that Subrecipient is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Subaward and/or when Subrecipient has demonstrated a consistent and significant lack of achievement of the Subaward goals (including, but not limited to, meeting the requirements for Program performance, the Budget(s), expenditures, staffing, administration, etc.). County shall notify Subrecipient in writing in the event that Subrecipient is placed on probation, suspension or a combination thereof.

9.13.2 **Probation**

9.13.2.1 Probation as used herein shall mean a specified period of time (as determined by County) during which Subrecipient must remedy all areas of non-compliance which have been identified by County or its duly authorized representative(s). County shall monitor Subrecipient's adherence to such remedy(ies) during the probation.

9.13.2.2 When County places Subrecipient on probation, County shall provide Subrecipient a written notice

indicating the reasons for the probation (which shall include a description of the areas of Subrecipient's non-compliance), the date upon which this probation shall become effective, the date upon which Subrecipient shall fully remedy all areas of non-compliance and a determination as to whether or not Subrecipient may continue to provide Services during the probation.

9.13.2.3 Subrecipient's ability to obtain future funding may be impacted when Subrecipient does not remedy its non-compliance during its probation and/or when Subrecipient is placed on multiple probations (as determined by County at County's sole discretion).

9.13.3 **Suspension**

9.13.3.1 Suspension as used herein shall mean a specified period of time (as determined by County) during which County will withhold payment from Subrecipient (i.e., suspension of payment(s)), County will institute a temporary curtailment of the Services provided by Subrecipient and its Lower Tier Subrecipient(s), if any, (i.e., suspension of Work) or a combination thereof. This Subaward may be suspended in whole or in part, from time to time, when such action is deemed by County in its sole discretion to be in County's best interest. During the suspension, Subrecipient has a continuing obligation to remedy the areas of non-compliance which have been identified by County or its duly authorized representative(s). County shall monitor Subrecipient's adherence to such remedy(ies) during the suspension.

9.13.3.2 When County suspends Subrecipient, County shall provide Subrecipient a written notice indicating the type of suspension, the reasons for such suspension (which shall include a description of the areas of Subrecipient's non-compliance), the date upon which this suspension shall become effective, the date upon which Subrecipient shall fully remedy all areas of non-compliance and a determination as to whether or not Subrecipient may continue to provide Services which are not suspended during the suspension. When County institutes a temporary curtailment of Services, the written notice shall include a description of the Service(s) being suspended.

9.13.3.3 At County's sole discretion, when Subrecipient's payment(s) and/or Services are suspended, County may also elect to transfer suspended Services from Subrecipient to another subrecipient for a period of time that will be determined solely by County. Subrecipient's ability to obtain future funding may be impacted when Subrecipient does not remedy its non-compliance during its suspension and/or when

Subrecipient is placed on multiple suspensions (as determined by County at County's sole discretion).

9.13.3.4 Upon receipt of a notice of suspension of Services and except as otherwise directed by County, Subrecipient shall:

9.13.3.4.1 Stop providing Services under this Subaward on the date and to the extent specified in such notice.

9.13.3.4.2 Complete performance of such part of the Services that is not suspended by such notice.

9.13.3.5 Subrecipient shall be promptly paid for Services properly completed up until the time of suspension. Such payment is contingent upon Subrecipient properly completing and timely submitting its invoice(s) for Services completed up until the effective date of suspension.

9.13.3.6 Suspension shall continue for the period specified in the written notice of suspension provided to Subrecipient, unless County provides written notice to resume Services at an earlier date.

9.13.3.7 All other terms and remedies provided in this Subaward, including provisions for Termination, shall remain valid during any period of suspension.

9.13.4 In response to the notice of probation or suspension, Subrecipient shall submit a written Corrective Action Plan to County's Compliance Manager within ten (10) days of the postmark date indicated on the notice from County. Subrecipient's Corrective Action Plan shall address all of the deficiencies noted by County.

9.13.5 County shall review Subrecipient's Corrective Action Plan, and will determine whether it meets the requirements for County's approval. County reserves the right to suspend/deduct payments for or to terminate all or any part of this Subaward (and/or any of Subrecipient's other contracts with County) when Subrecipient submits a Corrective Action Plan that is not acceptable to County.

9.13.6 Subrecipient shall implement the Corrective Action Plan upon receiving County's final written approval of the Corrective Action Plan. Subrecipient's failure to comply with an approved Corrective Action Plan will be cause for material breach of this Subaward upon which County may pursue the remedies for default of Subaward, including, but not limited to, reimbursement for all debt collection costs incurred by County.

9.14 TRANSITION OF SUBAWARD SERVICES

9.14.1 Completion of Subaward

9.14.1.1 Within sixty (60) calendar days prior to the expiration of this Subaward (or shorter time period if

notified in writing by County), County will provide Subrecipient written notice of the time period that Subrecipient shall allow County or a newly selected subrecipient a transition period for orientation purposes and the orderly transition of Subrecipient's current Services without additional costs to County. Subrecipient shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Subaward.

9.14.1.2 Subrecipient shall fulfill all responsibilities required under this Subaward including, but not limited to, completing the closeout procedures identified in Subparagraph 9.21.2 (Closeout Reporting Requirements), implementing the approved Transition Plan and performing any other requirement(s) that County deems as reasonably necessary to effectuate the successful transition of Program Services to another Service provider. County shall not be unreasonable in its request(s).

9.14.2 **Transition Plan**

9.14.2.1 If this Subaward (or any part thereof) is terminated pursuant to any of the termination provisions outlined herein or if it expires pursuant to Paragraph 4.0 (Term of Subaward), Subrecipient shall provide a Transition Plan to County. Subrecipient shall submit said Transition Plan to County's Contract Manager within the timeframe designated by County in the notice of termination or Subrecipient shall submit it at least sixty (60) days prior to the expiration of this Subaward as noted in Paragraph 4.0 (Term of Subaward).

9.14.2.2 County shall review Subrecipient's Transition Plan and will determine whether it meets the requirements for County's approval. County reserves the right to suspend/deduct payments under this Subaward and/or under any of Subrecipient's other contracts with County when Subrecipient submits a Transition Plan that is not acceptable to County. Subrecipient shall adhere to the Transition Plan which, at a minimum, shall include all of the elements outlined below.

9.14.3 **Elements of the Transition Plan**

9.14.3.1 Description of how Clients will be notified about the change in their Service provider.

9.14.3.2 Subrecipient's method to communicate with other organizations that can assist in locating alternative Services.

9.14.3.3 Subrecipient's method to inform community referral sources of the pending termination of Services and what alternatives, if any, exist for future referrals.

9.14.3.4 Subrecipient's method to evaluate Clients in order to assure appropriate placement that will allow Clients to receive Services.

9.14.3.5 Subrecipient's method to transfer any confidential medical and Client records to the new subrecipient in accordance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 or other Federal, State or local laws and regulations.

9.14.3.6 Subrecipient's method to dispose of confidential records, which fall outside of the retention period noted in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), in accordance with applicable laws and regulations, and the terms of this Subaward.

9.14.3.7 Subrecipient's plan to ensure provision of adequate staff to provide continued care through the remaining term of this Subaward.

9.14.3.8 A fully documented inventory of all Fixed and Non-Fixed Assets as well as a method to dispose, transfer or return to County all Fixed and Non-Fixed Assets purchased with Subaward Sums during the entire term of this Subaward.

9.14.3.9 Any additional information which may be necessary to effect a safe transition of Clients to other community service providers.

9.14.4 **Implementation of the Transition Plan**

9.14.4.1 Subrecipient shall implement the Transition Plan that is approved by County. Subrecipient's failure to provide and/or implement the Transition Plan as prescribed herein shall mean that County will provide Subrecipient a Transition Plan and Subrecipient will implement the Transition Plan provided by County. County will monitor Subrecipient's progress in carrying out all elements of the Transition Plan.

9.15 TRAVEL EXPENSES

9.15.1 Subrecipient shall obtain prior written approval from County's Contract Manager for any expenses under this Subaward related to travel outside of Los Angeles County (out-of-town travel).

9.15.2 Subrecipient shall maintain written documentation evidencing that all out-of-town travel expenses are specifically related to providing Services under this Subaward, in conformity with the document retention requirements specified in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).

9.15.3 Subrecipient shall ensure that no more than two (2) of its staff incur any out-of-town travel expenses at any time.

9.15.4 Subrecipient shall not invoice County if out-of-town travel expenses are incurred without proper documentation evidencing County's prior written approval.

9.15.5 Subrecipient's non-compliance with the requirements of this Subparagraph 9.15 will result in these costs being disallowed, payments being withheld or other remedy being applied as County shall determine to be appropriate.

9.16 DRUG-FREE WORKPLACE

9.16.1 Subrecipient and its Lower Tier Subrecipient(s) shall adhere to the requirements outlined in the California Drug-Free Workplace Act of 1990, as amended (California Government Code Section 8350 et seq.). Subrecipient and its Lower Tier Subrecipient(s) shall also adhere to the requirements outlined in the Federal Drug-Free Workplace Act of 1988, including its implementing regulations (Title 41 United States Code Section 701 et seq.). Subrecipient and its Lower Tier Subrecipient(s) shall provide and maintain a drug-free workplace for all of their employees, and shall have a documented anti-drug policy and a drug-free awareness program. Violation of or non-compliance with these requirements by Subrecipient, its Lower Tier Subrecipient or both shall subject Subrecipient to remedies available under the terms of this Subaward. Such remedies shall include suspending Subrecipient's payments, placing Subrecipient on probation or suspension, terminating this Subaward or other available remedies which shall be determined by County at County's sole discretion.

9.16.2 Subrecipient shall provide a written drug-free workplace policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and stating the specific actions that will be taken for violations.

9.16.3 The ongoing drug-free awareness program must inform employees about the following: the dangers of drug abuse; available drug counseling, rehabilitation, and employee assistance programs; penalties that may be imposed; and, that employees are to be aware that Subrecipient and its Lower Tier Subrecipient(s) operate a drug-free workplace.

9.16.4 Subrecipient shall require its employees to report in writing any conviction for a violation of a criminal drug statute occurring in the workplace. Subrecipient shall provide written notice to County's Contract Manager within ten (10) days of having received such notice from employee(s). Within thirty (30) days of receiving the notice of a conviction, Subrecipient must have taken appropriate action against the employee(s) or have required employee's participation in a drug abuse assistance or rehabilitation program.

9.17 INFORMATION TECHNOLOGY, SECURITY AND PRIVACY REQUIREMENTS

9.17.1 In the course of completing the Work and providing Services under this Subaward, Subrecipient shall use any Information Technology Systems (ITS) as designated by County. This

Subparagraph 9.17 sets forth the requirements for the ITS which Subrecipient shall use. This Subparagraph 9.17 also sets forth the security procedures for these systems which Subrecipient shall have in place by the effective date of this Subaward and which Subrecipient shall maintain throughout the Subaward term. They present a minimum standard only. Subrecipient shall implement appropriate administrative, physical and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity and availability of County Information Assets as defined in Subparagraph 9.17.5 (County Information Assets) (which consists of but is not limited to confidential County data, Personally Identifiable Information, Protected Health Information and Medical Information) against internal and external threats, vulnerabilities and risks. Subrecipient shall also continuously review and revise those measures to address ongoing threats, vulnerabilities and risks.

9.17.2 Subrecipient's failure to comply with the minimum standards set forth herein will constitute a material, non-curable breach of this Subaward, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under this Subaward, to immediately terminate this Subaward.

9.17.3 **Information Technology Systems - Contract Management System-Contractor's Gateway**

9.17.3.1 County has implemented use of the Contract Management System Contractor's Gateway ("Contractor's Gateway"), an automated system designed to electronically manage this Subaward. Subrecipient shall use the System to perform its administrative contracting functions as directed by County.

9.17.3.2 County has established policies concerning the access, use and maintenance of the Contractor's Gateway. Subrecipient shall adhere to these policies, which are identified in Exhibit V (Contract Management System - Contractor's Gateway Terms and Conditions of Use), instruction guides/tutorials provided by County, training sessions conducted by County, etc. Subrecipient's non-compliance with these policies may subject Subrecipient to denial of access to the Contractor's Gateway, suspension of payment(s), termination of this Subaward, and/or other remedies/actions which County may take at its sole discretion under the terms of this Subaward and/or applicable law or regulation.

9.17.4 **Information Technology Systems - Management Information System**

9.17.4.1 **Data Entry**

9.17.4.1.1 County has implemented use of the Management Information System (MIS), a computerized database system that is used to record and track Service delivery, Program data and Client information. Subrecipient shall

use the MIS and all other systems identified by County, including but not limited to State and Federal programs, applications, software, etc., to report Program data as outlined herein and as directed by County.

9.17.4.1.2 Subrecipient shall ensure the accuracy and authenticity of the number of eligible Client Services provided each day. Subrecipient shall track, document and report the actual date when Services are rendered. Subrecipient shall complete direct data entry of the required Program, Service delivery and Client data (including but not limited to, the total number of Clients served, the type and number of Services provided to Client and the date(s) of Service) into the MIS on the day when the Service(s) is provided to Client and shall ensure that Service recording is accurate each day (i.e., to ensure accurate reporting, Subrecipient shall enter Program, Service delivery, and Client data into MIS on the day when the Service(s) is provided to Client). Subrecipient shall not back-date any data and any attempts to do so may subject Subrecipient to appropriate remedies as determined by County at County's sole discretion.

9.17.4.2 **Data Records**

9.17.4.2.1 Subrecipient's failure to submit the required MIS data within the time and manner as designated by County may subject Subrecipient to appropriate remedies as determined by County at County's sole discretion. Remedies will remain in effect until Subrecipient becomes compliant. County will consider Subrecipient's non-compliance during future funding decisions.

9.17.4.2.2 Subrecipient shall maintain all records and reports, consistent with Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), and shall make them available for audit, assessment, or inspection by County and any of its duly authorized representatives (including, but not limited to, State authorities, Federal agencies and/or any of their duly authorized representatives).

9.17.4.2.3 All information, records, data elements and print-outs collected and maintained for the operation of the Program and pertaining to Clients (including paper and electronic data) must be protected from unauthorized disclosures in accordance with Subparagraph 7.6 (Confidentiality), California Welfare and Institutions Code Section 10850, Title 45 Code of Federal Regulations Part 205.50, California Information Practices Act of 1977, and all other applicable laws and regulations.

9.17.4.3 **MIS Personnel**

9.17.4.3.1 Subrecipient shall assign an employee to have the primary responsibility for data entry into the MIS. This employee shall be the primary contact person for data issues and problems. This employee shall also be assigned a password to log-in and enter Program, Service delivery and Client data. Subrecipient shall designate a secondary/back-up employee who can act on behalf of the primary MIS employee contact in the event of his or her absence. Subrecipient shall ensure that its users do not share their user identification and password information.

9.17.4.3.2 Subrecipient shall provide the names of Subrecipient's primary and secondary MIS employees using Exhibit F (Subrecipient's Administration). Subrecipient shall submit the completed Exhibit F (Subrecipient's Administration) in the time and manner as directed by County. In the event of any changes to the information provided in Exhibit F (Subrecipient's Administration), Subrecipient shall update Exhibit F (Subrecipient's Administration) and submit the revised document to County within two (2) weeks of any reassignment or substitution. Only those Subrecipient employees who have been designated by Subrecipient and assigned a password by County shall be allowed to access the MIS system.

9.17.4.3.3 Subrecipient shall ensure that the primary and secondary MIS employees are properly trained to operate the MIS and attend all MIS

training provided by County to ensure that MIS operations are in compliance with all applicable regulations.

9.17.5 **County Information Assets**

9.17.5.1 County Information Assets are public, confidential, sensitive and/or personal identifying data, records, materials, etc. and include (but are not limited to):

9.17.5.1.1 Information that is stored in hard copy or electronic format and may include but is not limited to the following: reports; notes; forms; computers, laptops, cellphones, printers, scanners; networks (LAN, WAN, WIFI) servers, switches, routers; storage media, hard drives, flash drives, cloud storage; data, applications, databases; etc.

9.17.5.1.2 Information that is collected, transmitted and/or accessed in the administration of the Program and in the provision of Services.

9.17.5.1.3 Personal Information as defined in California Civil Code Section 1798.29(g).

9.17.5.1.4 Protected Health Information as defined in Health Insurance Portability and Accountability Act of 1996.

9.17.5.1.5 Medical Information as defined in California Civil Code Section 56.05(j).

9.17.6 **Physical and Environmental Security**

9.17.6.1 Subrecipient shall take reasonable measures to ensure the physical security of its operating location(s) that handles County Information Assets. Work areas containing computers or source documents should be secured from public access unless Subrecipient's representative is present. When unoccupied during non-operating hours, Subrecipient's facility(ies) shall be locked.

9.17.7 **Data Destruction**

9.17.7.1 When Subrecipient has maintained, processed or stored County Information Assets, implied or expressed, and such County Information Assets are no longer required to be retained by Subrecipient under this Subaward and applicable law, County shall have sole authority to determine when Subrecipient shall destroy any such County Information Assets as described herein. Subrecipient shall only proceed with the destruction of County Information Assets (which may be stored on purchased, leased or rented electronic storage

equipment (e.g., printers, hard drives, etc.) and electronic devices (e.g., servers, workstations, etc.) that are geographically located within Los Angeles County or external to Los Angeles County's boundaries) upon receiving written authorization from County.

9.17.7.2 Subrecipient shall destroy such County Information Assets by:

9.17.7.2.1 Shredding or otherwise destroying paper, film, disk drives or other hard copy media so that the Personally Identifiable Information, Protected Health Information and Medical Information cannot be read or otherwise reconstructed.

9.17.7.2.2 Clearing, purging or destroying electronic media containing Personally Identifiable Information, Protected Health Information and Medical Information consistent with National Institute of Standards and Technology ("NIST") Special Publication ("SP") 800-88 (Guidelines for Media Sanitization) which is available on-line at: http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev. %201 and United States Department of Defense 5220.22-M data sanitization and clearing directive such that the Personally Identifiable Information, Protected Health Information and Medical Information cannot be retrieved.

9.17.7.3 Subrecipient shall have the sole responsibility to certify that the County Information Assets have been appropriately destroyed consistent with the requirements outlined herein.

9.17.7.4 Subrecipient shall provide County with written certification validating that any and all County Information Assets were placed in one (1) or more of the following stored states: unusable, unreadable and/or indecipherable. Subrecipient shall submit such certification to County's Contract Manager no later than ten (10) days after the occurrence of this event.

9.17.7.5 Lower Tier Subrecipient shall provide County with written certification validating that any and all County Information Assets were destroyed and are in one (1) or more of the following states: unusable, unreadable and/or undecipherable. Lower Tier Subrecipient shall submit such certification to County's Contract Manager no later than ten (10)

days after the removal of any electronic storage equipment and devices and the destruction of the County Information Assets.

9.17.8 **Encryption on Workstations and Portable Computing Devices**

9.17.8.1 Subrecipient and its Lower Tier Subrecipient shall use software and/or hardware encryption methods for confidential County Information Assets stored on all electronic media in accordance with the following standards:

9.17.8.1.1 Federal Information Processing Standard Publication ("FIPS") 140-2.

9.17.8.1.2 NIST SP 800-57 (Recommendation for Key Management - Part 1: General (Revision 3).

9.17.8.1.3 NIST SP 800-57 (Recommendation for Key Management - Part 2: Best Practices for Key Management Organization).

9.17.8.1.4 NIST SP 800-111 (Guide to Storage Encryption Technologies for End User Devices).

9.17.8.1.5 At a minimum, Subrecipient shall use Advanced Encryption Standard ("AES") with cipher strength of 256-bit

9.17.8.1.6 Prior to use of remote servers (e.g., cloud storage, Software-as-a-Service (SaaS), etc.) for storage of County Information Assets, Subrecipient shall obtain written approval from County's Contract Manager.

9.17.8.2 Subrecipient and its Lower Tier Subrecipient shall use software and/or hardware encryption methods for transmitted (i.e., through network transmission) confidential County Information Assets in accordance with the following standards:

9.17.8.2.1 NIST SP 800-52 (Guidelines for the Selection and Use of Transport Layer Security Implementations).

9.17.8.2.2 NIST SP 800-57 (Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance).

9.17.8.3 Subrecipient and its Lower Tier Subrecipient shall have operational policies, procedures and practices which protect County Information Assets including those assets used to store or access Personal

Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA) as specified herein and in the State Administrative Manual Sections 5300 to 5365.3; California Government Code Section 11019.9; Department of General Services Management Memo (MM 06-12); Department of Finance Budget Letter (06-34); California Department of Aging Program Memorandum (PM 07-18(P)); Statewide Health Information Policy Manual; and, County's Board of Supervisors Policy Number 5.200 (Contractor Protection of Electronic County Information).

9.17.8.4 Subrecipient and its Lower Tier Subrecipient shall encrypt confidential, sensitive and/or personal County Information Assets which are stored on all electronic media (including workstations, portable computing devices (including, but not limited to, workstations, servers, mobile devices, wearables, tablets, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, external/portable hard drives, and backup media)).

9.17.8.5 **Removable Media**

9.17.8.5.1 Except in the context of Subrecipient's routine back-ups or as otherwise specifically authorized by County in writing, Subrecipient shall institute strict administrative, physical and logical security controls to prevent transfer of County information to any form of removable media. For purposes of this Subaward, removable media means portable or removable hard disks, floppy disks, universal serial bus (USB) memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., secure digital (SD), memory sticks (MS), compact flash (CF), smart media (SM), multimedia card (MMC), and xD-picture card (xD)), magnetic tape and all other removable data storage media.

9.17.8.6 In the event that Subrecipient will have County Information Assets on or accessed by mobile devices, Subrecipient shall have in place, a mobile computing policy, reviewable and audited by County. This policy must address device recovery and data eradication methods, the mobile device management capabilities in place, the use of personal devices versus Subrecipient-supplied devices and all applications that may have access

to or render County Information Assets.

9.17.8.7 **Data Control and Media Servicing**

9.17.8.7.1 Subrecipient shall adhere to the requirements for back-up data stored by Subrecipient at off-site facilities as provided in this Subparagraph 9.17.8.7.

9.17.8.7.2 County Information Assets shall only be made available and accessible to those parties explicitly authorized under this Subaward or otherwise expressly approved by County in writing.

9.17.8.7.3 If transferred across the Internet, any wireless network (e.g., cellular, Bluetooth, 802.11x, or similar technology), or other public or shared networks, County Information Assets must be protected using industry standard encryption technology in accordance with the NIST SP 800-52 (Guidelines for the Selection and use of Transport Layer Security Implementations).

9.17.8.7.4 If transferred using removable media (as defined above), County Information Assets must be sent via a bonded courier or protected using industry standard encryption technology in accordance with NIST SP 800-111 (Guide to Storage Encryption Technologies for End User Devices).

9.17.8.7.5 In the event any hardware, storage media or removable media must be sent off-site for servicing, Subrecipient shall ensure that all confidential County Information Assets, including Personally Identifiable Information, Protected Health Information and Medical Information, have been cleared, purged and/or scrubbed from such hardware and/or media using industry best practices in accordance with NIST SP 800-88 (Guidelines for Media Sanitization).

9.17.8.8 Subrecipient shall certify its compliance with the encryption standards noted herein as a condition of executing this Subaward. Subrecipient provide such certification by completing and submitting Exhibit AA (Subrecipient's Compliance with Encryption Requirements) in the form and manner as determined by County. Subrecipient shall

maintain compliance with this policy during the term of this Subaward and for as long as Subrecipient maintains or is in possession of County Information Assets. In addition to the foregoing certification, Subrecipient shall maintain any validation/attestation reports that the data encryption product generates and such reports shall be subject to audit in accordance with the requirements outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement). In the event of Subrecipient's non-compliance with these requirements, County will require Subrecipient to develop and execute a corrective action plan. Subrecipient's failure to comply with this policy may subject Subrecipient to suspension or termination of this Subaward, denial of access to County information technology resources and/or other remedies which are deemed appropriate by County.

9.17.9 **Software Maintenance and Operational Management**

9.17.9.1 Subrecipient shall deploy up-to-date anti-virus software with current definitions on all computer systems on which County Information Assets are stored and/or transmitted.

9.17.9.2 Subrecipient and its Lower Tier Subrecipient shall ensure that all security patches, software updates/upgrades, etc. are applied in a timely manner to all computer systems on which County Information Assets are stored, accessed and/or transmitted.

9.17.9.3 Subrecipient shall deploy adequate back-up facilities to ensure that its essential business information can be promptly recovered in the event of a disaster or media failure.

9.17.9.4 Subrecipient shall ensure that its operating procedures are adequately documented and designed to protect information, computer media and data from theft and unauthorized access.

9.17.10 **Access Control**

9.17.10.1 Subrecipient shall implement formal procedures to control access to its systems, services and data, including, but not limited to, user account management procedures and other controls as outlined in this Subparagraph 9.17. Subrecipient shall ensure that network access to both internal and external networked services shall be controlled through the use of properly configured firewalls, etc. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization and event logging. Applications will include access control to limit user access to information and application system functions. All systems will be

monitored to detect deviation from access control policies and identify suspicious activity. Subrecipient shall record, review and act upon all events in accordance with incident response policies set forth herein.

9.17.10.2 Subrecipient shall develop, implement and enforce/maintain a password policy which requires users who are authorized to access confidential County Information Assets on electronic media to: create a strong complex password containing at least eight (8) characters, which shall include upper and lower case letters, digits and symbols; and, change his/her password at a minimum every ninety (90) days, etc.

9.17.10.3 Subrecipient shall develop, implement and enforce/maintain a password policy which provides for the following system requirements: when user changes his/her password, the system shall restrict user from re-using any of the last six (6) passwords; the system will lock itself after a minimum of three (3) to a maximum of five (5) failed logon attempts made by user within a thirty (30) minute time frame; and, the system will either lock itself or log off user after thirty (30) minutes of inactivity.

9.17.11 **Personnel and Subrecipient Protections**

9.17.11.1 Subrecipient shall screen and conduct background checks on all Subrecipient personnel exposed to confidential County Information Assets. Subrecipient shall require its employees and Lower Tier Subrecipient(s) to sign an appropriate written confidentiality/non-disclosure agreement. All Lower Tier Subawards requiring access to Subrecipient's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls and procedures for information systems. Subrecipient shall supply each of its employees with appropriate, ongoing training regarding information security procedures, risks, vulnerabilities and threats. Subrecipient shall have an established set of procedures to ensure Subrecipient employees promptly report actual and/or suspected breaches of security.

9.17.12 **County's Security Audit**

9.17.12.1 At County's sole discretion, County or its designee may annually, or more frequently, conduct a security audit to determine Subrecipient's adherence to the requirements outlined in this Subparagraph 9.17.

9.17.12.2 County's security audit may include, but is not limited to, a review of the following elements, which shall be provided by Subrecipient upon County's

request: a report on Subrecipient's encryption of all electronic media; Subrecipient's report verifying County's written authorization for data destruction along with documented certification of such destruction; and, Subrecipient's written assurance indicating that Subrecipient enforces security measures to control physical access (i.e., access to premises) and electronic access (i.e., access to electronic media) to County Information Assets.

9.17.13 **Security Incident Reporting**

9.17.13.1 A security incident occurs when County Information Assets are or reasonably believed to have been accessed, modified, destroyed or disclosed without proper authorization or are lost or stolen. A security incident includes (but is not limited to) instances in which Subrecipient employees access systems in excess of their user rights or use the systems inappropriately, data is breached, etc. Subrecipient and its Lower Tier Subrecipient must comply with California Department of Aging's security incident reporting procedure which is available online at http://aging.ca.gov/Programsproviders/Information_Security_and_Privacy.

9.17.13.2 **Notification of Security Breach to County**

9.17.13.2.1 Subrecipient must immediately report all security incidents to County's Program Manager but in no event shall the report be made more than two (2) business days after its detection. Subrecipient shall initiate the contact by telephone and followed by written letter of any potential or actual security attacks or security incidents.

9.17.13.2.2 Subrecipient's notification of the security incident shall include the approximate date and time of its occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence.

9.17.13.3 **Notification of Security Breach to Clients**

9.17.13.3.1 Subrecipient and its Lower Tier Subrecipient shall give written notice to any Client or data subject whose confidential, sensitive and/or personal identifying information may have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

9.17.14 **Electronic Backups**

9.17.14.1 Subrecipient and its Lower Tier Subrecipient shall ensure that all electronic County Information Assets are protected by performing regular backups

of automated files and databases, and ensure the availability of County Information Assets for continued business. Subrecipient and its Lower Tier Subrecipient shall ensure that all data, files and backup files are encrypted.

9.17.15 **Cloud Storage**

9.17.15.1 Subrecipient and its Lower Tier Subrecipient(s) may not utilize cloud storage of County Information Assets without the prior express written authorization of County, after a review of the cloud service by County or its designee(s).

9.17.16 **Hardware Return**

9.17.16.1 Upon termination or expiration of this Subaward or at any time upon County's request, Subrecipient will return all hardware provided by County or purchased by Subrecipient using Subaward Sums. Subrecipient shall not alter or modify such hardware. Subrecipient shall physically seal the hardware and return it to County via a bonded courier or as otherwise directed by County in accordance with Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies).

9.17.16.2 In the event that the hardware contains confidential County Information Assets and is owned by Subrecipient or its Lower Tier Subrecipient, Subrecipient shall send a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction and the company or individual who performed the destruction to County's Program Manager within fifteen (15) days of termination or expiration of this Subaward or at any time upon County's request. Subrecipient's destruction or erasure of Personal Information, Protected Health Information and Medical Information shall be in compliance with industry best practices as outlined in NIST SP 800-88 (Guidelines for Media Sanitization).

9.17.17 Subrecipient shall ensure that its Lower Tier Subrecipient(s) adheres to all of the provisions included in this Subparagraph 9.17.

9.18 REMEDIES FOR NON-COMPLIANCE

9.18.1 Subrecipient agrees to comply with the requirements set forth in the entirety of this Subaward as well as the requirements contained in supporting Program legislation and all applicable directives, Program memoranda, notices, guidelines and instructions issued by or on behalf of Federal, State or County authorities. Subrecipient's failure to comply with such requirements shall subject Subrecipient to remedies which are available under this Subaward and as provided by law. These remedies include but are not limited to the following: probation; suspension of payment(s); suspension of Services; assessment and collection of liquidated damages; de-obligation of Subaward

Sums (for purposes of this Subaward, de-obligation is the partial or full removal of Subaward Sums from Subrecipient); re-obligation of Subaward Sums (for purposes of this Subaward, re-obligation is the allocation of de-obligated Subaward Sums to another current subrecipient(s) and/or to a new subrecipient); debarment; and/or termination of this Subaward. County shall have the sole discretion to determine which remedy(ies) will be applied as a result of Subrecipient's non-compliance.

9.19 PAYMENT AND PERFORMANCE GUARANTIES

9.19.1 Throughout the entire term of this Subaward, including the original term and any renewals or extensions thereto, County, at its sole discretion, reserves the right to require Subrecipient to provide a Payment Guaranty, Performance Guaranty or both ("Guaranty(ies)") in the amount and form as directed by County. County will determine whether or not Subrecipient will be required to obtain a Guaranty(ies) when Subrecipient's performance under this Subaward reveals potential liability to County in an aggregate amount of twenty-five thousand dollars ($25,000) or more resulting from, but not limited to, the following incidents: disallowed costs, unsubstantiated costs, non-payment of Lower Tier Subrecipients, etc. (i.e., if County determines that Subrecipient has disallowed costs, unsubstantiated costs, non-payment of Lower Tier Subrecipients, etc. which total twenty-five thousand dollars ($25,000) or more in potential liability when added together then County will require Subrecipient to obtain a Payment Guaranty, Performance Guaranty or both).

9.19.2 **Payment Guaranty**

9.19.2.1 The Payment Guaranty is Subrecipient's surety/guarantee to County that Subrecipient shall meet its obligations to faithfully pay its Lower Tier Subrecipients in a manner that is timely, satisfactory and acceptable to County, as determined by County at its sole discretion. The purpose of the Payment Guaranty is to provide all Lower Tier Subrecipients who supply labor, materials, services, etc. to Subrecipient a recourse if they do not get paid by Subrecipient. In such case, the Payment Guaranty allows Lower Tier Subrecipient to file a claim with the surety company that issued the Guaranty in the event that Subrecipient does not reimburse the Lower Tier Subrecipient for goods and/or services provided by Lower Tier Subrecipient.

9.19.2.2 Subrecipient acknowledges that County may also make a determination that Subrecipient's non-payment of its Lower Tier Subrecipients is a violation of the terms and conditions of this Subaward which may subject Subrecipient to obtain both the Payment Guaranty and Performance Guaranty.

9.19.2.3 The Payment Guaranty shall only take the form of a surety bond. More information concerning surety

bonds and companies may be obtained from the Surety Association of America (www.surety.org), the Surety Information Office (www.sio.org.), state insurance departments, the U.S. Small Business Administration and U.S. Department of the Treasury.

9.19.2.4 The Payment Guaranty must be executed by a corporate surety which is licensed to transact business as a surety in the State of California. The corporate surety must have an A.M. Best Rating of not less than A:VII, unless otherwise approved by County.

9.19.3 **Performance Guaranty**

9.19.3.1 The Performance Guaranty is Subrecipient's surety/guarantee to County that Subrecipient shall meet its obligations to perform the terms and conditions of the resulting Subaward. The purpose of the Performance Guaranty is to provide County a recourse to recover Subaward monies which would otherwise be lost due to Subrecipient's negligent actions. This Performance Guaranty shall provide for the payment of monies to County for transactions which are incurred by Subrecipient, including but not limited to: liquidated damages, late penalty payments, County's reimbursement, etc. County's determination to require Subrecipient to obtain the Performance Guaranty would occur after the resolution process has been completed and "questioned costs" have been determined to be unsubstantiated costs, disallowed costs, etc.

9.19.3.2 The Performance Guaranty shall take any of the following forms:

9.19.3.2.1 Surety Bond: More information concerning surety bonds and companies may be obtained from the Surety Association of America (www.surety.org), the Surety Information Office (www.sio.org.), state insurance departments, the U.S. Small Business Administration and U.S. Department of the Treasury. The performance guaranty may not allow the bond surety to substitute another person to perform Services.

9.19.3.2.2 Letter of Credit: Refer to Exhibit BB (Criteria and Standards for Letters of Credit and Certificates of Deposit) for information.

9.19.3.2.3 Certified Check or Certificate of Deposit: This form of Guaranty shall list/identify County of Los Angeles as an authorized party that can withdraw on the account. Refer to Exhibit BB (Criteria and Standards for Letters of Credit and Certificates of Deposit) for additional information on the certificate of deposit.

9.19.3.2.4 Cash

9.19.3.3 The Performance Guaranty must be executed by a corporate surety which is licensed to transact business as a surety in the State of California. The corporate surety must have an A.M. Best Rating of not less than A:VII, unless otherwise approved by County.

9.19.4 When County determines that Subrecipient shall obtain and maintain a Guaranty(ies), County shall inform Subrecipient of this requirement and shall provide Subrecipient at least fifteen (15) days to comply with County's determination. Once Subrecipient has obtained the required Guaranty(ies), County will re-evaluate the need for Subrecipient to continue maintaining the Guaranty(ies) for any subsequent Fiscal Year of the Subaward term.

9.19.5 The costs to obtain and maintain the Guaranty(ies) are potentially allowable and reimbursable under the terms of this Subaward. However, no additional funding will be allocated to the Subaward Sums in order for Subrecipient to pay for these costs. If Subrecipient intends to use existing Subaward Sums to offset the costs of the Guaranty(ies), this action requires a redistribution of Subaward Sums which shall be initiated through a budget modification. This budget modification shall be completed and submitted by Subrecipient for approval by County as noted in Subparagraph 9.9.2 (Budget Modifications). Prior to submitting this budget modification, Subrecipient shall ensure that it will be able to adhere to all other required tasks, performance measures and other duties of this Subaward even after the Subaward Sums are redistributed (i.e., Subrecipient shall continue to provide the required level of Services which would include the Guaranty(ies) for the same level of funding).

9.20 SUBAWARD DOCUMENT DELIVERABLES

9.20.1 Prior to the execution of this Subaward and throughout the entire term of this Subaward, Subrecipient shall obtain and maintain current and appropriate licenses, permits and certificates which are required by all applicable County, State and/or Federal laws, regulations, guidelines, Program memoranda and directives for the operation of its facility(ies) and for the provision of Services hereunder. Prior to the execution of this Subaward and annually thereafter (or as otherwise established by County), Subrecipient shall submit evidence/documentation (Subaward Document Deliverables) of its compliance with this requirement in the form and manner that is prescribed by County. Subrecipient shall

provide to County's Contract Manager, by the deadline imposed by County, current copies of these deliverables which must be complete (without missing pages) and legible, and shall include:

9.20.1.1 Subaward Compliance Documents (as described in Subparagraph 9.20.3)

9.20.1.2 Business Forms (as described in Subparagraph 9.20.4)

9.20.1.3 Reporting Documents (as described in Subparagraph 9.20.5)

9.20.1.4 Other Documents: During the term of this Subaward, County or its designee(s) may request from time to time additional documents from Subrecipient, and Subrecipient shall adhere to County's request for such documents.

9.20.2 Subrecipient shall submit copies of all new or renewed licenses, permits, and certificates to County's Contract Manager within five (5) business days of the license, permit or certification award or renewal. Subrecipient shall immediately notify County of any lapses or expirations of these items. Subrecipient's failure to maintain and/or timely submit documents required or requested by County may result in County imposing remedies as determined by County in its sole discretion.

9.20.3 **Subaward Compliance Documents**

9.20.3.1 **Business License**

9.20.3.1.1 When the local governing authority requires Subrecipient's organization to obtain a license to operate and conduct business within its local governing authority's jurisdiction, Subrecipient shall obtain such license to perform the Services outlined in this Subaward. The local governing authority may be either the local city government for entities doing business within its city limits or County of Los Angeles for entities located outside of city limits (i.e., unincorporated areas or designated cities). Subrecipient shall ensure that the license is current throughout the entire term of this Subaward. Subrecipient shall provide a current copy of its license to County annually (or upon expiration, as noted on the license).

9.20.3.2 **Certificate of Insurance**

9.20.3.2.1 The certificate shall evidence Subrecipient's compliance with the insurance requirements outlined in Subparagraph 8.24 (General Provisions for all Insurance Coverage)

and Subparagraph 8.25 (Insurance Coverage). Subrecipient shall also provide copies of the certificate of insurance as it relates to its Lower Tier Subrecipient(s).

9.20.3.3 **Fire Department Inspection Report**

9.20.3.3.1 For each Service site that Client will visit, Subrecipient shall obtain an annual fire inspection of its facility(ies). The inspection shall be conducted by the Los Angeles County Fire Department or by Subrecipient's local fire department and Subrecipient shall obtain a written report of the inspection which shall be provided to County annually. In the event that violations are noted on the inspection report, Subrecipient shall ensure that it complies with all corrective measures as directed by the fire department. Subrecipient shall provide to County written evidence of its compliance within five (5) days of receiving the evidence from the fire department. The fire inspection report shall be current within the most recent twelve (12) month period.

9.20.3.4 **Public Health Permit**

9.20.3.4.1 For every Service site where Subrecipient provides Services that require a Permit issued by County of Los Angeles Department of Public Health, Subrecipient shall provide a current copy of such permit annually (or upon expiration, as noted on the permit).

9.20.3.5 **Health Department Inspection Report**

9.20.3.5.1 For each Service site where Subrecipient provides Services that require an inspection by County of Los Angeles Department of Public Health (such as a central kitchen, Congregate Meal Site, etc.), Subrecipient shall annually provide a current copy of such inspection report (report shall be current within the most recent twelve (12) month period). In the event that violations are noted on the report, Subrecipient shall ensure that it complies with all corrective measures as directed by the Department of Public Health. Subrecipient shall provide to County written evidence of its compliance within five (5) days of receiving the evidence from Public

Health.

9.20.3.6 **Vehicle Smog Certification**

9.20.3.6.1 For each vehicle(s) purchased with the Subaward Sum(s) under this Subaward and/or under a Predecessor Agreement that is used in the operation of the Program (i.e., County-owned vehicle(s)), Subrecipient shall ensure that such vehicle(s) undergo a certified smog inspection as required under applicable State and Los Angeles County laws. Subrecipient must receive evidence of a passing inspection (i.e., smog certificate) for each vehicle and shall submit a copy of the smog certificate to County's Contract Manager on an annual basis in the manner and timeframe designated by County. When the vehicle(s) is not required to undergo a smog inspection during any year, Subrecipient shall provide evidence (copy of vehicle registration, etc.) indicating that the inspection is not warranted for the specified year.

9.20.4 **Business Forms**

9.20.4.1 **Articles of Incorporation**

9.20.4.1.1 This document, which evidences the legal formation of Subrecipient's organization, shall reflect Subrecipient's current legal name; and, County shall use this document as verification of Subrecipient's name. In the event there are any amendments or addendums to the articles of incorporation, Subrecipient shall provide copies of such amendments/addendums to County within five (5) days of said amendments/addendums being finalized.

9.20.4.1.2 When Subrecipient's organization is a local government or a consortium of local governments, Subrecipient shall provide either a city charter or a joint powers agreement respectively, in lieu of the articles of incorporation.

9.20.4.2 **Board of Directors' Resolution**

9.20.4.2.1 A resolution from Subrecipient's Board of Directors, which evidences Authorized Representative's authority to act on behalf of Subrecipient in

matters related to this Subaward (Subparagraph 8.3.3 (Board of Directors' Resolution)). Subrecipient shall submit its Board of Directors' resolution in the time and manner as designated by County.

9.20.4.3 **Board of Directors Roster**

9.20.4.3.1 The roster shall include the individuals who comprise Subrecipient's Board of Directors. In the event that the roster is updated, Subrecipient shall provide an updated roster to County within five (5) days of it being approved or finalized.

9.20.4.4 **Bylaws**

9.20.4.4.1 This document shall reflect the internal rules which govern Subrecipient's organization. These rules are generally concerned with the operation of the organization, and setting out the form, manner or procedure in which the organization should operate. In the event that the bylaws are amended, Subrecipient shall provide such amendments to County within five (5) days of them being approved.

9.20.4.5 **Complaint Policies and Procedures**

9.20.4.5.1 Subrecipient's policies and procedures for receiving, investigating and responding to Client complaints shall be prepared and submitted to County pursuant to the requirements outlined in Subparagraph 8.5 (Complaints).

9.20.4.6 **Organization Chart**

9.20.4.6.1 The chart shall provide an outline of the hierarchy, relationships and relative ranks of Subrecipient's organizational parts and positions/jobs as it related to the operations of this Subaward. In the event that Subrecipient revises its organization chart, a copy shall be provided to County within five (5) days of any change in its organization chart.

9.20.4.7 **Lower Tier Subaward**

9.20.4.7.1 This executed third-party agreement (as defined in Subparagraph 8.40 (Lower Tier Subaward)) and any amendments or addendums thereto, shall be provided to County within five (5) days of the execution of that agreement, amendment and

addendum.

9.20.4.8 **Tax Exempt Status Letter**

9.20.4.8.1 Written documentation that is obtained from the Internal Revenue Service as evidence of Subrecipient's tax exempt status. When Subrecipient is a non-profit entity, such evidence must reflect Subrecipient's tax exempt status. In the event Subrecipient's tax exempt status changes, Subrecipient shall provide County a copy of its new status within five (5) days of any change in its tax exempt status.

9.20.4.9 **Terms and Conditions of Use-User Agreement**

9.20.4.9.1 Each employee who will access the Contract Management System - Contractor's Gateway shall complete and submit this agreement. Additional information is available in Exhibit V (Contract Management System - Contractor's Gateway Terms and Conditions of Use).

9.20.5 **Reporting Documents**

9.20.5.1 **Cost Allocation Plan**

9.20.5.1.1 This Plan shall adhere to the requirements outlined in Subparagraph 9.21.1 (Cost Allocation Plan for Cost Reimbursement Activities).

9.20.5.2 **Closeout Report**

9.20.5.2.1 This report shall adhere to the requirements outlined in Subparagraph 9.21.2 (Closeout Reporting Requirements).

9.20.5.3 **Other Reporting Documents**

9.20.5.3.1 From time-to-time, County or its designee(s) may request other documents relating to Subrecipient's performance, Work, and/or Services under this Subaward. County shall not be unreasonable in its request and Subrecipient shall adhere to County's request for such documents.

9.21 FISCAL REPORTING REQUIREMENTS

9.21.1 **Cost Allocation Plan for Cost Reimbursement Activities**

9.21.1.1 Subrecipient acknowledges that as a condition of receiving this Subaward, Subrecipient shall submit its organization-wide Cost Allocation Plan to County no later than sixty (60) days after the start date of the Subaward term. This Cost Allocation Plan is

included herein by reference.

9.21.1.2 The Cost Allocation Plan shall adhere to the requirements outlined in the following: County directives (including but not limited to WDACS directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for WDACS Subawards)) which may be obtained at https://wdacs.lacounty.gov/doing-business-with-wdacs/programdirectives/, Exhibit Q (Accounting, Administration and Reporting Requirements), Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq. At a minimum, the Plan shall include the following information:

9.21.1.2.1 Description of Subrecipient's organization (i.e., non-profit, for-profit, public/government, etc.).

9.21.1.2.2 Description of Subrecipient's general accounting policies, including its basis of accounting.

9.21.1.2.3 List of all the funded programs.

9.21.1.2.4 An organizational chart that identifies the various services and/or functions for each unit.

9.21.1.2.5 A detailed listing of all shared and pooled direct and indirect costs that will be allocated.

9.21.1.2.6 Identification of the Subaward year term for any information/documentation related to the Plan.

9.21.1.2.7 A thorough description of the methods used to allocate all shared or pooled direct or indirect costs and the auditable documentation for supporting each basis for allocation.

9.21.1.3 Every cost included in the Cost Allocation Plan shall be supported by formal, documented accounting records, and the basis for its distribution must be calculated by actual usage (e.g., time distribution, number of Clients served, square footage, etc.) - arbitrary percentages or estimates are not allowed.

9.21.1.4 In order to certify the accuracy of the Cost Allocation Plan, Subrecipient shall sign the Cost Allocation Plan and any revisions made thereto.

9.21.1.5 By May 1 of each Subaward year after the first Subaward year in a multi-year term (or upon extension of the term as provided in Paragraph 4.0

(Term of Subaward), Subrecipient shall submit written confirmation that its Cost Allocation Plan methodology described in Subparagraph 9.21.1.2.7 will remain in effect throughout the following Subaward year. In the event that this Cost Allocation Plan methodology must be revised for the following Subaward year then Subrecipient shall submit the revised methodology to County's Compliance Manager by May 1 of the current Subaward year. The Cost Allocation Plan methodology may only be revised once during any Subaward year.

9.21.1.6 In the event that the information provided in the Cost Allocation Plan as it relates to Subparagraphs 9.21.1.2.1 - 9.21.1.2.6 must be revised at any time during the Subaward term then Subrecipient shall submit the revisions to County's Compliance Manager within thirty (30) days of completing the revisions.

9.21.1.7 Upon receipt of the revisions made to Subrecipient's Cost Allocation Plan, County will review these revisions. Neither Subrecipient's submission of these revisions to its Cost Allocation Plan nor County's receipt of these revisions to Subrecipient's Cost Allocation Plan shall constitute County's acceptance or approval of the Cost Allocation Plan revisions. County reserves the right to either accept or reject any revision(s) to the Cost Allocation Plan that County deems is unacceptable. County will notify Subrecipient in writing whether the revisions are approved or rejected. Upon rejection of the revisions, Subrecipient shall take the required actions needed to correct its revisions. Subrecipient's failure to adhere to County's requirements shall subject Subrecipient to remedies available under this Subaward.

9.21.2 **Closeout Reporting Requirements**

9.21.2.1 The closeout is a process that takes place upon the expiration or termination of the period in which Program Services are provided which includes the end of the Subaward term, the end of the Fiscal Year or any other period when the Subaward is terminated. The purpose of closeout is to ensure that final reports are received and evaluated, allowable costs are determined and amounts due to either County or to Subrecipient are determined and payment arrangements made.

9.21.2.2 Subrecipient shall complete and submit a mandatory Closeout Report in the form and manner designated by County. The Closeout Report shall include the reporting of expenses and accruals incurred through the last day of the Fiscal Year or Program Year. County will notify Subrecipient of the deadline for submission of the Closeout Report.

9.21.2.3 Subrecipient must ensure that all invoices are submitted and finalized prior to the submission of its Closeout Report. County will not pay invoices that are received after Subrecipient has submitted the Closeout Report. Once County has reviewed and accepted Subrecipient's Closeout Report, the data reflected on the Closeout Report will be reported to State as final. Any subsequent revisions will require the written signature and authorization of Authorized Representative.

9.21.2.4 If this Subaward is terminated or cancelled prior to June 30th of any Fiscal Year, the Closeout Report shall be for that Subaward period which ends on the termination or cancellation date. Subrecipient shall submit the Closeout Report after the termination/cancellation date in the manner and timeframe designated by County.

9.21.2.5 At the end of the funding cycle/during the closeout, Subrecipient shall ensure that all of the following items match:

9.21.2.5.1 The Subaward Sum allocated by line items on Subrecipient's final approved Budget(s), where the Subaward Sum is the funding allocated for any Fiscal Year under this Subaward and it is distributed using the line items/cost categories reflected in Subrecipient's final approved Budget(s).

9.21.2.5.2 The Grant Share, which is allocated by line items on Subrecipient's Closeout Report, where the Grant Share is the actual Subaward Sum that Subrecipient has budgeted by line items/cost categories on its organization's accounting/fiscal records (i.e., general ledgers, etc.).

9.21.2.5.3 The Amount Received by line item as reported on Subrecipient's Closeout Report, where the Amount Received is the actual Subaward Sum reimbursed to Subrecipient for its line items.

9.21.2.6 In the event that the line item amounts reflected as the Subaward Sum on the final approved Budget(s), the Grant Share on the Closeout, and the Amount Received on the Closeout do not match at the time of closeout, for purposes of the closeout only, County shall allow a maximum of ten percent (10%) variance between the Subaward Sum and Grant Share (specifically, the variance between the Subaward Sum line items reported on the final approved Budget(s) and the Grant Share line items reported on the Closeout Report).

9.21.2.6.1 For example, during the closeout, if the line item, Space, reflects a Subaward Sum of $100 on the final approved Budget(s) then the Grant Share amount reflected on the Closeout Report for Space shall be $100, and the Amount Received reflected on the Closeout Report for Space shall be $100. Alternatively, if the Subaward Sum for Space is reflected on the final approved Budget(s) as $100 but the Grant Share for Space is reflected on the Closeout Report as $95 and the Amount Received for Space is reflected on the Closeout Report as $95 then the $5 variance (which is five percent (5%) of the Subaward Sum amount for the Space line item) is within the allowable ten percent (10%) variance.

9.21.2.7 Subrecipient shall ensure that the total Grant Share and the total Amount Received, which are reflected on the Closeout Report, do not exceed the total Subaward Sum reflected on the final approved Budget(s).

9.21.3 **Program Income Requirements**

9.21.3.1 Program Income includes, but is not limited to:

9.21.3.1.1 Voluntary contributions received from Client or other party for Services received.

9.21.3.1.2 Income from usage or rental fees of real or personal property acquired with Subaward Sums.

9.21.3.1.3 Royalties received on patents and copyrights from Subaward-supported activities.

9.21.3.1.4 Proceeds from the sale of items created under this Subaward.

9.21.3.2 Subrecipient shall adhere to the Program Income requirements outlined herein and in Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq.

9.21.3.3 Subrecipient shall use Program Income to expand baseline Program Services.

9.21.3.4 Subrecipient shall report Program Income in Budget exhibit(s) and shall expend Program Income under the same terms and conditions as the Subaward Sums from which it is generated. The use of

Program Income is restricted to the funding source or Service that was provided and contributed towards.

9.21.3.5 Program Income shall be used to pay for current allowable Program costs in the same Fiscal Year or Program Year that the Program Income is earned. If Program Income is earned in excess of the amount reported in Budget exhibit(s) then County shall recapture the balance of the unexpended Program Income or pursue any other remedies available to County under this Subaward.

9.21.3.6 Subrecipient shall not use Program Income to meet the match contribution requirement of this Subaward.

9.21.3.7 Subrecipient shall provide a disposition of all Program Income received and expended as part of the Closeout reporting process in the form, manner and timeline as designated by County.

9.22 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) AND SYSTEM FOR AWARD MANAGEMENT (SAM)

9.22.1 Pursuant to the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282) and Title 2 Code of Federal Regulations Part 25, Subrecipient shall be responsible for obtaining and maintaining a DUNS number from Dun and Bradstreet. The DUNS number is a unique nine-digit identification number and is site-specific. Therefore, each distinct physical location of Subrecipient's organization (such as branches, divisions, and headquarters) will have its own, unique DUNS number. Subrecipient may register for a DUNS number at http://www.dnb.com/duns-number.html. Subrecipient shall comply with the requirements outlined in this Subparagraph 9.22.

9.22.2 Subrecipient shall provide a valid DUNS number using Exhibit F (Subrecipient's Administration) and shall submit the completed Exhibit F (Subrecipient's Administration) in the time and manner as directed by County. Subrecipient must register the DUNS number and maintain an "Active" status within the federal System for Award Management available online at https://www.sam.gov/portal/SAM#1. If County cannot access or verify "Active" status for Subrecipient's DUNS information, which is related to this Subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System, County will notify Subrecipient and Subrecipient must immediately update the information as required.

9.22.3 Subrecipient's failure to adhere to applicable DUNS and SAM requirements may result in County imposing remedies as determined by County in its sole discretion.

9.23 UNUSUAL OCCURRENCES AND CRIME

9.23.1 Unusual occurrences such as natural disasters (including earthquakes, floods, landslides, wildfires, extreme heat/cold), man-made emergencies (such as epidemic outbreaks, bio-terrorism, food-borne illness, fire, major accidents, death from unnatural causes or other catastrophes), and unusual

occurrences which threaten the welfare, safety or health of Clients, Subrecipient personnel or visitors to Subrecipient's facility(ies) shall be reported by Subrecipient within twenty-four (24) hours to the local health officer by telephone and in writing, and to County by telephone and also in writing or by email.

9.23.2 Crime related occurrences, such as theft or vandalism, must be reported by Subrecipient within twenty-four (24) hours to the local police or sheriff by filing a police report and to County by telephone, and in writing or by email. Subrecipient shall also prepare and retain an incident report on file, and shall include a copy of the filed police report.

9.23.3 Subrecipient shall maintain all incident reports in a manner consistent with Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement). Subrecipient shall furnish such other pertinent information related to such occurrence as the local authorities and/or County may require.

9.24 FEMA PROVISIONS

9.24.1 In the event of an emergency (defined as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property or essential public services) and Federal Emergency Management Agency (FEMA) funds are made available under this Subaward, Subrecipient shall comply with all requirements outlined in Exhibit CC (FEMA Provisions). Subrecipient shall complete the Lobbyist Certification attached to this Exhibit and submit it to County's Contract Manager in the time and manner as designated by County.

IN WITNESS WHEREOF, Subrecipient has executed this Subaward or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Subaward to be executed on its behalf by the Acting Director of Workforce Development, Aging and Community Services, on the day, month and year first above written. The person(s) signing on behalf of Subrecipient warrants under penalty of perjury that he or she is authorized to bind Subrecipient. Subrecipient and County acknowledge that this Subaward shall not be deemed to be active until such time that the document is executed by the respective authorized representatives of both Subrecipient and County.

COUNTY OF LOS ANGELES

By Otto Solorzano 06/17/2020

Otto Solórzano, Acting Director — Date
County of Los Angeles
Workforce Development, Aging
and Community Services

SUBRECIPIENT

City of El Monte
Subrecipient's Legal Name

ENP202104
Subaward Number

By Salvador Mendez 6-11-20

Name of Authorized Representative — Date

Acting Director of Parks, Recreation & Comm. Services Department
Title

Signature

Approved as to Form:

OFFICE OF COUNTY COUNSEL
Mary C. Wickham, County Counsel

By
Lawrence M. Green
Senior Deputy County Counsel

By

Name of Authorized Representative — Date

Title

Signature

EXHIBIT A
(STATEMENT OF WORK)

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	SCOPE OF WORK	4
2.0	ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS	4
3.0	QUALITY CONTROL	5
4.0	QUALITY ASSURANCE PLAN	6
5.0	DEFINITIONS	7
6.0	RESPONSIBILITIES	7
7.0	HOURS/DAYS OF WORK	24
8.0	WORK SCHEDULES	24
9.0	UNSCHEDULED WORK	25
10.0	SPECIFIC WORK REQUIREMENTS	25
11.0	GREEN INITIATIVES	72
12.0	PERFORMANCE REQUIREMENTS SUMMARY	72

ATTACHMENTS

Attachment 1 (Performance Requirements Summary Chart)

Attachment 2 (County Recognized Holidays)

Attachment 3 (Community Focal Points List)

Attachment 4 (Universal Intake Form)

Attachment 5 (Subaward Discrepancy Report)

Attachment 6 (Emergency and Disaster Plan Basic Requirements)

Attachment 7 (Site Emergency Resource Survey)

Attachment 8 (Site Summary)

Attachment 9 (Guidelines for Developing Site Summary)

Attachment 10 (Route Summary)

Attachment 11 (Guidelines for Developing Route Summary)

Attachment 12 (Home-Delivered Meal Program Telephone Reassurance Log)

Attachment 13 (Home-Delivered Meal Program Priority of Service Screening Tool)

Attachment 14 (Home-Delivered Meal Program Priority of Service Screening Tool Instructions)

1.0 SCOPE OF WORK

1.1 County (herein also referred to as the Area Agency on Aging (AAA)), has established the Elderly Nutrition Program (ENP or Program), which consists primarily of Congregate Meal Services and Home-Delivered Meal Services (collectively Services). As further detailed in Section 10.0 (Specific Work Requirements), Subrecipient shall provide the appropriate Services, which will assist in maintaining and/or improving the physical, psychological, and social well-being of Older Individuals (an adult who is sixty (60) years of age or older) as follows:

1.1.1 Provide Services to Older Individuals in greatest economic or social need, with particular attention to low-income, minority individuals.

1.1.2 Serve meals that provide one-third (1/3) of the Recommended Dietary Allowances (RDAs) and are safe and of good quality.

1.1.3 Promote and maintain high food safety and sanitation standards.

1.1.4 Promote good health behaviors through nutrition education and nutrition screening of Clients.

1.1.5 Promote or maintain coordination with other nutrition-related supportive Services for Older Individuals.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 Services must be provided in Los Angeles County geographic areas, excluding the City of Los Angeles. Prior to modifying or terminating a Congregate Meal site, Home-Delivered Meal route, Services, or revising hours of Service delivery at a previously designated location(s), and before commencing such Services at any other location, Subrecipient shall obtain written consent from County, and shall comply with Subparagraph 8.1 (Amendments) of the Subaward as applicable.

2.2 Subrecipient shall inform County in writing and receive written County approval at least sixty (60) days prior to relocation of Subrecipient's office or site location(s).

2.3 Subrecipient must submit a written request to County a minimum of sixty (60) days prior to the date that Subrecipient intends to open a new Congregate Meal site or close any existing Congregate Meal site. Subrecipient shall not open a new site or close any existing site prior to receiving County's written approval. In the event that opening a new site or closing an existing site is due to an emergency (defined as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property or essential public

services) that would prevent Subrecipient from submitting a written request to County sixty (60) days in advance, Subrecipient shall request County's approval immediately upon occurrence of such emergency. Any new Congregate Meal site must be inspected by the Dietary Administrative Support Services (DASS) Program subrecipient and a health permit must be obtained before approval is granted by County at County's sole discretion.

2.4 Subrecipient must submit a written request to County a minimum of sixty (60) days prior to the date that Subrecipient intends to establish a new Home-Delivered Meal route or terminate any existing Home-Delivered Meal route. Subrecipient shall not establish a new route or terminate any existing route prior to receiving County's written approval. In the event that establishing a new route or terminating an existing route is due to an emergency (as defined in Subsection 2.3) that would prevent Subrecipient from submitting a written request to County sixty (60) days in advance, Subrecipient shall request County's approval immediately upon occurrence of such emergency.

2.5 Subrecipient shall provide the identity of each designated Community Focal Point as specified in OAA Section 102 (a)(21) and Title 42 United States Code Section 3026(a)(3)(A)) as directed by County's Program Manager. Subrecipient shall identify or update the designated Community Focal Point site locations, as needed. A complete list of Community Focal Points is provided in Attachment 3 (Community Focal Points).

2.6 Specific tasks and Work hours shall not be modified or terminated throughout the entire Subaward term. Should an emergency arise, Subrecipient's request for Service or Work hour modifications will be reviewed by County on a case-by-case basis.

3.0 QUALITY CONTROL

3.1 Subrecipient shall establish and utilize a comprehensive Quality Control Plan to assure County a consistently high level of Service throughout the term of the Subaward. The Quality Control Plan shall be submitted to County's Compliance Manager for review every six (6) months or more frequently as imposed by County. The plan shall include, but may not be limited to the following:

3.1.1 Method of monitoring to ensure that Subaward requirements are being met.

3.1.2 A record of all inspections conducted by Subrecipient, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to County upon request.

4.0 QUALITY ASSURANCE PLAN

4.1 County maintains the unlimited right to evaluate/monitor Subrecipient's performance under the Subaward using the quality assurance procedures as defined in Subparagraph 8.15 (County's Quality Assurance Plan) of this Subaward. Such rights shall also extend to Federal Representatives and State Representatives with Program oversight.

4.2 Meetings

4.2.1 Subrecipient is mandated to attend all meetings called by County, or authorized designee. Subrecipient shall be given advance notice of all scheduled meetings with County. Subrecipient may also be required to attend emergency meetings without the above stated advance notice when necessary.

4.2.2 Subrecipient Staff, which include paid Employees and Volunteers, shall regularly attend meetings that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings may be scheduled by County. At Subrecipient's own expense, Subrecipient may elect to attend meetings outside of Los Angeles County that Subrecipient reasonably deems to be beneficial for the delivery of Client Services, as well as other meetings designated by County.

4.2.3 Subrecipient's failure to attend all mandatory meetings (in-person or online) shall be considered non-compliance with the Subaward, and may result in further action pursuant to the Subaward, Subparagraph 9.13 (Probation and Suspension), Subaward, Subparagraph 9.18 (Remedies for Non-Compliance), this Statement of Work, Attachment 1 (Performance Requirements Summary Chart), and any other applicable remedies.

4.3 Subaward Discrepancy Report

4.3.1 Subrecipient shall immediately notify County's Compliance Manager whenever a Subaward discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon in writing by County and Subrecipient.

4.3.2 County's Compliance Manager will determine whether a formal Subaward Discrepancy Report shall be issued. Upon receipt of this report, Subrecipient shall respond in writing to County's Compliance Manager within the timeframe designated by County, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the report shall be submitted to County's Compliance Manager as prescribed by County.

4.4 **County Observations**

4.4.1 In addition to County's contracting staff, other County personnel, State representatives, and Federal representatives may observe the performance/activities and review documents relevant to the Subaward at any time during normal business hours which are defined as five (5) days per week (Monday through Friday), eight (8) hours per day during the hours of 8:00 a.m. to 5:00 p.m., not including County recognized holidays. A list of County recognized holidays is provided in Attachment 2 (County Recognized Holidays). However, these personnel may not unreasonably interfere with Subrecipient's performance.

4.5 **County's Needs Assessment**

4.5.1 County shall conduct a needs assessment of underserved communities within six (6) months after the commencement of the Subaward to determine whether the needs of Clients are being met.

5.0 DEFINITIONS

5.1 For a listing of definitions for this Program, refer to the Subaward, Exhibit P (Definitions).

6.0 RESPONSIBILITIES

6.1 **County's Personnel**

6.1.1 County's authorized agents reflected in Exhibit E (County's Administration) will administer this Subaward according to the Subaward, Paragraph 6.0 (Administration of Subaward – County). Specific duties will include:

6.1.1.1 Monitoring Subrecipient's performance in the daily operation of this Subaward.

6.1.1.2 Providing direction to Subrecipient in areas relating to policy, information and procedural requirements.

6.1.1.3 Preparing Amendments in accordance with the Subaward, Subparagraph 8.1 (Amendments).

6.1.2 County will notify Subrecipient in writing of any change in the names or addresses shown.

6.2 **Intentionally Omitted**

6.3 Subrecipient's Personnel

6.3.1 Subrecipient shall assign a sufficient number of qualified Employees with the appropriate education, licensure, and experience noted below to perform the required Work. These Employees must be capable of establishing effective communication with Clients as well as other AAA network providers. The total number of Employees shall be based on the method and level of Services provided and the size of the Service area served by Subrecipient.

6.3.2 Subrecipient shall operate continuously throughout the entire term of this Subaward with at least the minimum number of Staff set forth herein, as well as any other applicable staffing requirements of County necessary for Subrecipient to provide Services hereunder. Such personnel shall meet all qualifications in this Subaward, as well as those provided by County through Amendments, Administrative Directives, Change Notices, Program Memorandums, etc.

6.3.3 Subrecipient shall always have a Staff member that speaks and understands English and has the authority to act on behalf of Subrecipient in every detail available during normal business hours.

6.3.4 Subrecipient shall be required to conduct a background check on its Employees as set forth in Subparagraph 7.5 (Background and Security Investigations) of the Subaward. Subrecipient shall also be required to conduct a background check on any Volunteer, including volunteer Home-Delivered Meal Driver(s), who has direct Client contact and has access to the Client's personal information and/or case file.

6.3.5 Subrecipient shall notify County of any significant personnel change(s) and shall fill vacancies for critical positions within ten (10) days.

6.3.6 **Project Manager**

6.3.6.1 Subrecipient shall have a Project Manager or designated alternate who will serve as coordinator/liaison for all Services. This requirement shall be met through the designation of either a full-time or part-time position. County must have access to Project Manager during all hours, 365 days per year. Subrecipient shall provide a telephone number where Project Manager may be reached on a twenty-four (24) hours per day basis.

6.3.6.2 Subrecipient shall immediately notify County of any significant change in the status of the Project Manager position. If for any reason the position should become vacant, Subrecipient shall immediately fill the position with a temporary replacement who can perform the duties of the Project Manager and shall fill the position with a permanent qualified person within ten (10) days.

6.3.6.3 Project Manager or his/her alternate shall have full authority to act for Subrecipient on all matters relating to the daily operation of the Subaward.

6.3.6.4 Project Manager will plan, organize, and direct all administrative and Program activities related to this Subaward. Project Manager will define the lines of authority and will develop the roles and parameters of responsibility for Staff consistent with established County requirements.

6.3.6.5 Project Manager will serve as the coordinator/liaison for all Services, ensuring that any communications related to ENP are conveyed to the appropriate personnel. Project Manager or his/her alternate shall oversee all the daily Subaward activities.

6.3.6.6 **Minimum Required Education, Experience and Qualifications**

6.3.6.6.1 Bachelor's Degree from an accredited university.

6.3.6.6.2 A minimum of five (5) years of experience in food service or a related field.

6.3.6.6.3 Demonstrable problem-solving skills and experience.

6.3.6.6.4 Ability to explain administrative goals, policies, and procedures, and assist Staff in adjusting to changes that occur.

6.3.6.6.5 Ability to evaluate the performance of Food Service Manager(s) and Site Manager(s) based on established criteria.

6.3.6.6.6 Expertise in the provision of social services to Older Individuals.

6.3.6.6.7 Successful completion of basic training in Hazard Analysis Critical Control Point principles within six (6) months of being hired.

6.3.6.6.8 Current certification as a Food Protection Manager by the National Restaurant Association-ServSafe® or other recognized organization, or certification within six (6) months of being hired.

6.3.6.6.9 Ability to effectively speak, read, and write fluently in English.

6.3.7 **Food Service Manager**

6.3.7.1 When Subrecipient operates a central kitchento provide Client meals, Subrecipient shall employ a Food Service Manager who shall oversee the daily food service operations at each central kitchen, both managerial and administrative, of the ENP (see Subsection 10.12 (Central Kitchen/Caterer) for central kitchen/caterer requirements).

6.3.7.2 **Minimum Required Education, Experience and Qualifications**

6.3.7.2.1 Current certification as a Food Protection Manager by the National Restaurant Association-ServSafe® or other recognized organization.

6.3.7.2.2 Successful completion of basic training in Hazard Analysis Critical Control Point principles, and within six (6) months of being hired, shall meet one (1) of the criteria listed below:

6.3.7.2.2.1 Associate's Degree in institutional food service management or a

closely related field such as, but not limited to, restaurant management, plus two (2) years of experience as a food service supervisor.

6.3.7.2.2.2 Demonstrate experience in food service, such as, but not limited to, cooking at a restaurant, and within twelve (12) months of hire, successful completion of a minimum of twenty (20) hours specifically related to food service management, business administration, or personnel management at the college level. Prior to the completion of the required hours, this individual's performance shall be evaluated through quarterly monitoring by a registered dietitian.

6.3.7.2.2.3 Two (2) years of experience managing food services. Such experience shall be verified by

County prior to hire.

6.3.7.2.3 Must be able to speak, read, and write fluently in English.

6.3.7.2.4 Bilingual English/Spanish fluency is desirable.

6.3.8 **Site Manager**

6.3.8.1 When Subrecipient provides Congregate Meal Services, Subrecipient shall have a Site Manager(s) at each Congregate Meal site to oversee all of the daily activities. The Site Manager shall physically remain at the site during the times that Congregate Meal Services occur.

6.3.8.2 **Minimum Required Education, Experience and Qualifications**

6.3.8.2.1 Certification as a Food Protection Manager by the National Restaurant Association-ServSafe®, or other recognized organization within six (6) months of being hired.

6.3.8.2.2 Demonstrated ability to treat Clients and Clients' family members with respect and dignity.

6.3.8.2.3 Must be able to speak, read, and write fluently in English.

6.3.8.2.4 Bilingual English/Spanish fluency is desirable.

6.3.9 **Home-Delivered Meal Case Worker**

6.3.9.1 When Subrecipient provides Home-Delivered Meal Services, Subrecipient shall have a Home-Delivered Meal Service Case Worker(s).

6.3.9.2 Under the direction of Project Manager, Home-Delivered Meal Service Case Worker will conduct an in-home evaluation of a Client's needs and identify the Activities of Daily Living, Instrumental Activities of Daily Living, and other limitations that impede independent living. Home-Delivered Meal

Service Case Worker shall make recommendations and referrals as appropriate to other service organizations, giving priority to AAA-funded Programs.

6.3.9.3 **Minimum Required Education, Experience and Qualifications**

6.3.9.3.1 Bachelor's Degree in human services, or two (2) years of full-time paid or volunteer experience in homecare or a related field.

6.3.9.3.2 Demonstrated ability to communicate effectively with Clients and Clients' family members.

6.3.9.3.3 Demonstrated ability to treat Clients and Clients' family members with respect and dignity.

6.3.9.3.4 Must be able to speak, read, and write fluently in English.

6.3.9.3.5 Bilingual English/Spanish fluency is desirable.

6.3.10 **Home-Delivered Meal Coordinator**

6.3.10.1 When Subrecipient provides Home-Delivered Meal Services, Subrecipient shall have a Home-Delivered Meal Coordinator(s) to coordinate and oversee all Home-Delivered Meal routes. Home-Delivered Meal Coordinator must attend all quarterly in-service training sessions provided by DASS Program subrecipient's registered dietitian.

6.3.10.2 **Minimum Required Education, Experience and Qualifications**

6.3.10.2.1 Certification as a Food Protection Manager by the National Restaurant Association-ServSafe® or other recognized organization within six (6) months of being hired.

6.3.10.2.2 Demonstrated ability to treat Clients and Clients' family members with respect and dignity.

6.3.10.2.3 Must be able to speak, read, and write fluently in English.

6.3.10.2.4 Bilingual English/Spanish fluency is desirable.

6.3.11 **Home-Delivered Meal Driver(s)**

6.3.11.1 When Subrecipient provides Home-Delivered Meal Services, Subrecipient shall have a Home-Delivered Meal Service Driver(s) who shall have a current, valid, and appropriate California Driver's License and current, valid vehicle insurance in compliance with Subparagraph 8.24 (General Provisions for all Insurance Coverage) and Subparagraph 8.25 (Insurance Coverage) of the Subaward.

6.3.11.2 Home-Delivered Meal Service Driver shall be properly trained in food handling as described in Subsection 10.3.6. and shall attend trainings conducted by DASS Program subrecipient as appropriate.

6.3.11.3 Demonstrated ability to treat Clients and Clients' family members with respect and dignity.

6.3.11.4 Bilingual English/Spanish fluency is desirable.

6.3.12 **Other Staff**

6.3.12.1 **Senior Community Service Employment Program Title V Participants**

6.3.12.1.1 Subrecipient shall utilize the services of Senior Community Service Employment Program (SCSEP) Title V Participants at Congregate Meal sites whenever possible.

6.3.12.1.2 SCSEP Title V Participants must be appropriately trained and qualified for the responsibilities

assigned prior to beginning those responsibilities.

6.3.12.1.3 Subrecipient shall conduct a background check on any SCSEP Title V Participant that has direct Client contact and has access to the Client's personal information and/or case file. Subrecipient is not required to conduct a background check on SCSEP Title V Participants who only assist in serving meals at the Congregate site.

6.3.12.2 **Volunteers**

6.3.12.2.1 Subrecipient shall recruit, train, and use Volunteers in any phase of Program operations where qualified. Volunteers must be appropriately trained and qualified for the responsibilities assigned prior to beginning those responsibilities.

6.3.12.2.2 Volunteers shall be the sole responsibility of Subrecipient and shall report to the Project Manager or to another Employee as designated by the Project Manager (if applicable).

6.3.12.2.3 If possible, Subrecipient shall work in coordination with organizations that have experience in providing training, placement, and stipends for Volunteers or Clients in a community service setting (such as organizations carrying out Federal service programs administered by the Corporation for National and Community Service (CNCS) (see Exhibit P (Definitions) of the Subaward).

6.3.12.2.4 Subrecipient shall conduct a background check on any Volunteer that has direct contact with Client and has access to the Client's personal information and/or case file. Subrecipient is not required to conduct a background check on Volunteers who only assist in serving meals at the Congregate site.

6.3.13 **Caterer**

6.3.13.1 When Subrecipient will not use a central kitchen as the sole means of preparing meals, Subrecipient shall use a Caterer, which meets the minimum required education, experience, and qualifications outlined for the Food Service Manager as stated in Subsection 6.3.8 (Food Service Manager).

6.3.13.2 Caterer's facility must be licensed and shall be inspected and approved by the DASS Program subrecipient for placement on County's list of Approved Caterers. County must grant final approval of County list of Approved Caterers prior to utilization by Subrecipient.

6.4 **Identification Badges**

6.4.1 Subrecipient shall ensure that its Staff are appropriately identified as set forth in the Subaward, Subparagraph 7.4 (Subrecipient's Staff Identification).

6.5 **Materials and Equipment**

6.5.1 The purchase of all materials/equipment to provide the needed Services is the responsibility of Subrecipient. Subrecipient shall adhere to the requirements for purchasing, inventorying, and disposing of material and equipment obtained under the Subaward as outlined herein and in the Subaward, Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies). Subrecipient must obtain County approval in writing prior to the purchase of any equipment or vehicles purchased with Subaward Sums as described in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies).

6.5.2 Subrecipient shall use materials and equipment that are safe for the environment and safe for use by Staff.

6.5.3 All Staff shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All Staff must wear safety and protective gear according to Occupational Health and Safety Administration (OSHA) standards.

6.5.4 **Use of Personal Protective Equipment**

6.5.4.1 In addition to using food preparation materials, safety gear, etc., Subrecipient shall provide its Staff with personal protective equipment, which includes but is not limited to, a fabric face covering, access to hand sanitizer or a hand washing station for use every thirty (30) minutes, etc.

6.6 Training

6.6.1 Subrecipient shall provide training programs for all new Staff and continue in-service training for all existing Staff. Training shall include, but is not limited to, the provision of an orientation to all new Staff. Subrecipient shall ensure that Staff, both existing and new, are properly trained in all areas related to providing Services.

6.6.2 Subrecipient shall implement an annual written internal staff training plan developed and reviewed by DASS Program subrecipient and approved by County. The training plan shall be maintained on file by Subrecipient, and shall identify who is to be trained, who will conduct the training, training content, and date scheduled.

6.6.3 Subrecipient shall ensure that food service staff (including Congregate Meal and Home-Delivered Meal staff and Volunteers) attend a minimum of four (4) hours of mandatory in-service training annually developed and provided by DASS Program subrecipient's registered dietitian.

6.6.4 Training sessions conducted by Subrecipient shall be evaluated by those receiving the training.

6.6.5 Subrecipient shall maintain written documentation of all training, including agendas, topics, training materials, training evaluations, and attendance records/sign-in sheets, which include both a name and a signature of attendees. Upon request, Subrecipient shall make training records available for inspection by representatives from the State, County, and DASS Program subrecipient.

6.6.6 Subrecipient shall ensure that all appropriate Staff attend all training sessions as required by County, held at a County facility, at another site, or online as determined by County for Subrecipient's benefit. Further, Subrecipient shall ensure that, at a minimum, Subrecipient's designated Employee represents Subrecipient at each training session. At Subrecipient's own expense, Subrecipient may elect to attend educational training opportunities outside of Los Angeles County that Subrecipient reasonably deems to be beneficial for the delivery of Services, as well as other trainings designated by County.

6.6.7 Subrecipient shall attend all mandatory trainings scheduled by County or authorized designee. Mandatory trainings may be held at a County facility, at another site, or online. Subrecipient shall be given advance notice of all scheduled trainings with County. Subrecipient may also be required to attend emergency trainings without the above stated advance notice when necessary.

6.6.8 Subrecipient shall complete a sign-in sheet for face-to-face (in-person) trainings. County will document attendance for online trainings.

6.6.9 Training sessions conducted by Subrecipient shall be evaluated by those receiving the training.

6.6.10 Subrecipient's failure to attend all mandatory trainings (in-person or online) shall be considered non-compliance with the Subaward, and may result in further action pursuant to this Subaward, Subparagraph 9.13 (Probation and Suspension), Subaward, Subparagraph 9.18 (Remedies for Non-Compliance), this Statement of Work, Attachment 1 (Performance Requirements Summary Chart), and any other applicable remedies.

6.6.11 **Security Awareness Training**

6.6.11.1 Subrecipient shall ensure that Staff who handle confidential, sensitive, or personal identifying information relating to ENP complete the Security Awareness Training module, which is available online at www.aging.ca.gov, within thirty (30) days of the start date of the Subaward or within thirty (30) days of the start date of any new Staff who work under the Subaward.

6.6.11.2 Subrecipient shall maintain certificates of completion of Security Awareness Training on file

and provide them upon request by County or State representatives.

6.7 Subrecipient's Office

6.7.1 Subrecipient shall maintain a physical office in Los Angeles County where Subrecipient conducts business. Subrecipient's office shall have an active telephone line. The office shall be open at a minimum during normal business hours and shall be staffed by at least one (1) Employee who can respond to inquiries and complaints which may be received about Subrecipient's performance of the Subaward. When the office is closed during non-business hours, Subrecipient shall utilize an answering service to receive calls. Subrecipient shall respond to calls received by the answering service within forty-eight (48) hours of receipt of the call. Subrecipient shall always have an Employee with the authority to act on behalf of Subrecipient available during normal business hours.

6.7.2 Subrecipient shall publicly display the days and hours of operation for the provision of Services at all Subrecipient office locations/sites. Subrecipient shall ensure that availability for Services is appropriate for the demographics associated with the Service area (site or office location).

6.7.3 Subrecipient shall ensure that all site locations/buildings and surrounding areas are maintained in a manner consistent with applicable local, State, and Federal occupational safety and sanitation laws and regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, and filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations shall be acceptable and accessible to the public. Subrecipient shall comply with the Americans with Disabilities Act of 1990, as amended.

6.7.4 Subrecipient shall ensure that all site locations are maintained to prevent the entrance and harborage of animals, birds, and vermin, including but not limited to, rodents and insects. Subrecipient shall utilize the services of a certified/licensed pest control company are obtained to fumigate the premises and perform pest control services on a monthly basis. Subrecipient acknowledges a licensed pest control operator is the only person that can use products/or chemicals in the facility that are deemed acceptable for a commercial kitchen/foodservice facility.

6.7.5 Subrecipient shall ensure that Integrated Pest Management (IPM) practices are implemented to provide a pest free environment. IPM practices include but are not limited to:

6.7.5.1 Keep garbage tightly covered and remove from kitchen and dining area quickly and properly.

6.7.5.2 Properly store all food and supplies.

6.7.5.3 Check all food and supplies entering the building.

6.7.5.4 Eliminate plumbing leaks and correct other sources of moisture.

6.7.5.5 Increase ventilation where condensation is a problem.

6.7.5.6 Seal cracks and other openings to the outside.

6.7.5.7 Remove trash and stored items outside of the building such as, stacks of lumber or firewood that provide hiding places for cockroaches and rodents.

6.7.5.8 Vacuum cracks and crevices to remove food and debris.

6.7.5.9 Ensure that surfaces where food or beverages have been spilled are cleaned up immediately.

6.7.5.10 Keep cleaning equipment (e.g., mops, sponges, cloths) dry and properly stored.

6.7.5.11 Keep toilets and restrooms cleaned and sanitized.

6.7.5.12 Keep break areas clean and store personal food in closed containers.

6.7.5.13 Report building maintenance issues such as holes in walls, torn window screens, or openings in door jams to management/Project Manager for repair.

6.7.5.14 Use traps and baits to monitor the pest population.

6.7.6 When pests are discovered, Subrecipient shall ensure that the Congregate Meal site, catering site or central kitchen is fumigated upon notification of the sighting to eliminate the pests and shall begin weekly IPM pest control activities. In doing so, Subrecipient shall ensure that:

6.7.6.1 Project Manager or his/her designee will contact the Congregate Meal site catering site or central

kitchen staff (park supervisor, Center Director, site manager, etc.) and request that a certified/licensed pest control company be contacted to fumigate the site. Subrecipient shall work with the certified/licensed pest control company to determine the best method to use for each Congregate Meal site, catering site or central kitchen based upon the products/chemicals used and severity of the infestation.

6.7.6.2 Project Manager or his/her designee shall notify County's Compliance Manager and Program Analyst, and shall also notify the Congregate Meal site, catering site, or central kitchen site's designated DASS Program subrecipient's registered dietitian of the pest sighting.

6.7.6.3 The Congregate Meal site kitchen, catering site kitchen, or central kitchen site kitchen will be immediately closed, and pre-packaged meals will be served to all Clients until the site has been fumigated, cleaned, sanitized, and inspected by DASS Program subrecipient's registered dietitian and cleared to resume regular Congregate Meal Services.

6.7.7 Subrecipient shall be responsible for ensuring that IPM weekly pest control activities are conducted at sites where pests have been observed until the site has been re-inspected and cleared by DASS Program subrecipient's registered dietitian to resume regular meal service. Weekly IPM pest control activities are to be completed on Fridays after meal service, or Saturdays to ensure that regular meal services resume on Monday with no disruption in meal services.

6.7.7.1 If no pests are found during the re-inspection by DASS Program subrecipient's registered dietitian and all repairs/conditions have been met to resume regular meal service at the Congregate Meal site, catering site, or central kitchen, Subrecipient may request a waiver to resume monthly fumigation and pest control services. However, if pests are observed at the Congregate Meal, catering, or central kitchen site at any time for a period of three (3) months or ninety (90) days after the re-inspection, Subrecipient shall resume weekly IPM pest control activities for a period three (3) months or ninety (90) days after the site has had a second

re-inspection and clearance to resume regular meal service.

6.7.7.2 If pests are observed by DASS Program subrecipient's registered dietitian during the re-inspection, and/or requested repairs have not been made, Subrecipient shall ensure that the site is re-fumigated and weekly IPM activities are conducted for a period of three (3) months or ninety (90) days after the Congregate Meal, catering or central kitchen site has had a second re-inspection and clearance by DASS Program subrecipient's registered dietitian to resume regular meal service. Subrecipient may ask for a waiver to resume monthly fumigation and pest control services after the ninety (90) day waiting period if there are no additional pest sightings and all other IPM activities have been met.

6.7.8 Congregate Meal, catering or central kitchen sites are considered to have severe infestations if they continue to have pest sightings after weekly IPM activities and two fumigations. Subrecipient shall ensure that these sites continue weekly IPM activities for a period of six (6) months or 180 days after the site has been re-inspected and cleared by DASS Program subrecipient's registered dietitian to resume regular meal service. Subrecipient may ask for a waiver to resume monthly fumigation and pest control services after the 180-day waiting period if there are no additional pest sightings and all other IPM activities have been met.

6.7.9 Any Congregate Meal, catering, or central kitchen site that has pest control issues shall keep a Weekly Log of their pest control activities using the IPM approach until a waiver to resume monthly fumigation and pest control services is granted.

6.7.10 Subrecipient shall adhere to regulations/instructions in the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual. Subrecipient shall keep written Pest Control Reports and weekly pest control activity logs on file and made available for review by County and DASS Program subrecipient.

6.7.10.1 Points will be deducted by the DASS Program subrecipient's registered dietitian on their monthly site audit report, whether or not the registered dietitian is present, if pests are observed in the following locations:

6.7.10.1.1 Food preparation

6.7.10.1.2 Food storage

6.7.10.1.3 Ware washing areas

6.7.10.1.4 Indoor Client dining areas

6.7.10.1.5 Restrooms

6.7.10.1.6 Any area adjacent to the above cited locations that would compromise the food preparation and/or storage facility

6.7.11 Subrecipient shall observe all applicable local, State, and Federal health and safety standards. Subrecipient shall ensure that all Clients and all Staff who are in a position not covered under the Occupational Health and Safety Act of 1970, as amended (Title 29 United States Code Section 651 et seq.), and/or the California Occupational Safety and Health Act as amended (California Labor Code Section 6300 et. Seq.), are not required or permitted to work, be trained, or receive Services under working conditions that are unsanitary, hazardous, or otherwise detrimental to a person's health or safety.

6.8 **Multilingual and Multicultural Capabilities of Subrecipient Staff**

6.8.1 Subrecipient must be committed and sensitive to the delivery of Services that are culturally and linguistically appropriate. To that end, Subrecipient must seek to hire qualified Employees who are multilingual and/or multicultural in order to better reflect the communities served.

6.8.2 Subrecipient and its Staff are expected to develop cultural competency and cross-cultural clinical practice skills. Subrecipient must also develop effective linkages with various ethnic, health, and social service agencies for the benefit of Clients to reflect the ethnic and cultural needs of the community being served.

6.8.3 To the extent feasible, Subrecipient shall provide Services in the primary/native language of Client or in areas where a significant number of Clients do not speak English as their primary language. Subrecipient shall make efforts to employ individuals and recruit Volunteers who are bilingual or who are fluent in the dominant languages of the community. Subrecipient shall not require any Client to provide his/her own interpreter

7.0 HOURS/DAYS OF WORK

7.1 Subrecipient shall provide Services and be available to all Clients, potential Clients, and referral sources, as well as County representatives at a minimum during normal business hours. A list of County recognized holidays is provided in Attachment 2 (County Recognized Holidays).

7.2 For any site closure, disruption of Services for any non-County recognized holidays (i.e., vacations, city shut-downs, religious holidays, etc.), or any deviation from the traditional Monday through Friday schedule of Services, days, or times, Subrecipient shall submit a written request to County's Program Manager at least ten (10) business days in advance of the closure/deviation date. This request shall state the date and reason for the closure/deviation and shall provide an action plan to ensure that delivery of Services is not disrupted. The request and action plan must be approved by County's Program Manager in writing prior to its implementation. The meal service must be available all weekdays and at minimum three (3) days per week at any one site.

7.3 Subrecipient must make arrangements for meals to be provided to Clients to cover all days that sites are closed during non-County recognized holidays. Subrecipient shall also ensure that all Home-Delivered Meal Clients receive meals for days that Subrecipient is closed for non-County recognized holidays.

7.4 Subrecipient's staff shall provide personal telephone contact with Clients, potential Clients, and County, during Subrecipient's hours of operation. Subrecipient shall also ensure that each office location has a telephone answering machine or voice mail system in place during non-business hours. Subrecipient's staff shall check and respond to all messages in a timely manner but not to exceed forty-eight (48) hours within receipt of the call.

8.0 WORK SCHEDULES

8.1 Subrecipient shall submit a work schedule for each site to County's Program Manager within fourteen (14) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going specific tasks and task frequencies.

8.2 Subrecipient shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to County's Program Manager for review and approval within fourteen (14) business days prior to scheduled time for work.

8.3 County may request, at its sole discretion, a deviation of regular work schedule to address site/task demands.

9.0 UNSCHEDULED WORK

9.1 County's Program Manager or his/her designee may authorize Subrecipient to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of nature, and third party negligence; or to add to, modify or refurbish existing facilities. In the event of an emergency, at its sole discretion, County may request that Subrecipient provide Services beyond normal business hours.

9.2 Prior to performing any unscheduled work, Subrecipient shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds Subrecipient's estimate, County's Program Manager or his/her designee must approve the excess cost. In any case, no unscheduled work shall commence without County's prior written authorization.

9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Subrecipient shall contact County's Program Manager for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Subrecipient shall submit an invoice to County's Contract Manager within five (5) business days after completion of the work.

9.4 All unscheduled work shall commence on the established specified date. Subrecipient shall proceed diligently to complete said work within the time allotted.

9.5 County reserves the right to perform unscheduled work itself or assign the work to another subrecipient.

10.0 SPECIFIC WORK REQUIREMENTS

10.1 General ENP Requirements

10.1.1 Subrecipient shall provide Services as described within this Statement of Work, the Subaward terms and conditions, and the following regulations:

10.1.1.1 Older Americans Act reauthorized (OAA) (Title 42 United States Code Section 3001 et seq.)

10.1.1.2 Code of Federal Regulations (45 CFR 1321 et seq.)

10.1.1.3 California Code of Regulations (CCR) Title 22 California Code of Regulations Section 7000 et seq.

10.1.1.4 Older Californians Act (OCA)

10.1.1.5 Welfare and Institutions Code (WIC) Section 9000 et seq.

10.1.1.6 California Business and Professions Code, Sections 2585 and 2586

10.1.1.7 California Retail Food Code (California Health and Safety Code Section 113700 et seq.)

10.1.1.8 Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual

10.1.2 Subrecipient shall provide meals, meeting the criteria further described in this Section 10.0, to Clients.

10.1.2.1 Each meal shall provide a minimum of one-third (1/3) of the current Dietary Reference Intakes established by the Food and Nutrition Board, Institute of Medicine, National Academy of Sciences for the elderly population, and follow the most recent Dietary Guidelines for Americans published by the United States Department of Health and Human Services and the United States Department of Agriculture (USDA). The meal pattern must also follow the guidelines established by County, as updated and distributed annually.

10.1.2.2 Each meal provided by Subrecipient shall comply with applicable provisions of State and/or local laws regarding the safe and sanitary handling of food, equipment, and supplies used in the storage, preparation, service, and delivery of meals to Clients as well as satisfy all the requirements of Title 22 California Code of Regulations Section 7638.5 and safety standards as written in the current California Retail Food Code (California Health and Safety Code Section 113700 et seq.) and all standards as identified in the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual.

10.1.2.3 Subrecipient shall provide meals to Clients in a sanitary manner to assure absence of contamination. When Subrecipient provides Home-Delivered Meals to any Client, those meals shall be packaged to assure temperature control.

10.1.3 Subrecipient must serve a minimum of one (1) meal per day, five (5) or more days per week. Meals must be provided a minimum of 249 days per Fiscal Year. Subrecipient must obtain prior written approval from County in order to provide meals on a reduced frequency.

10.1.4 **Providing Services at ENP Meal Sites and Routes**

10.1.4.1 Subrecipient shall provide Services for each Congregate Meal site that is indicated in Attachment 8 (Site Summary) as well as Exhibit X (Mandated Program Services) of the Subaward and each Home-Delivered Meal route that is indicated in Attachment 10 (Route Summary) as well as Exhibit X (Mandated Program Services) of the Subaward.

10.1.4.2 Subrecipient shall complete Attachment 8 (Site Summary) for the Congregate Meal Program and shall adhere to the requirements outlined in Attachment 9 (Guidelines for Developing Site Summary) when completing this Attachment. Subrecipient shall complete Attachment 10 (Route Summary) for the Home-Delivered Meal Program and shall adhere to the requirements outlined in Attachment 11 (Guidelines for Developing Route Summary) when completing this Attachment. Subrecipient shall submit these Attachments to County's Program Manager in the time and manner as indicated in Subparagraph 9.22 (Subaward Document Deliverables) of the Subaward.

10.1.5 **Minimum Services for Vulnerable and High-Risk Clients**

10.1.5.1 Subrecipient shall determine the Nutritional Risk Score for each Client using the factors established in Attachment 4 (Universal Intake Form), Section 5 (Nutritional Risk Factors). For each Fiscal Year of the Subaward, in addition to the other Work requirements included herein, Subrecipient shall ensure that ENP Services are provided to Vulnerable and High-Risk Clients, as determined by each Client's Nutritional Risk Score, as follows:

10.1.5.1.1 Congregate Meal Services: No less than fifteen percent (15%) of those Clients receiving Congregate Meal Services shall

have a Nutritional Risk Score of six (6) or above.

10.1.5.1.2 Home-Delivered Meal Services: No less than sixty-five percent (65%) of those Clients receiving Home-Delivered Meal Services shall have a Nutritional Risk Score of six (6) or above.

10.1.6 Subrecipient shall input a record of all Services delivered including the actual number of meals served per Client per day, Telephone Reassurance contact with Clients, Initial Assessments, Reassessments, and all other Client contacts in the Management Information System.

10.1.7 Subrecipient shall input a record of all non-delivered Congregate Meals in the Management Information System for the purpose of tracking unmet needs. Subrecipient shall not deny a meal to a Congregate Meal Client unless all other alternate funding options have been exhausted.

10.1.8 Subrecipient shall also enter into the Management Information System all information which the AAA requires (e.g. Nutrition Risk Score, Activities of Daily Living, Instrumental Activities of Daily Living, and demographic information) in order to meet its planning, coordination, evaluation and reporting requirements. This includes requests to complete missing mandatory fields in the Management Information System.

10.1.9 Subrecipient shall not deny the serving of a meal to a Client who has failed to make a reservation when food is available.

10.1.10 Where feasible and appropriate, Subrecipient must make arrangements for the availability of a minimum of three (3) meals to Clients during a major disaster, as defined in Title 42 United States Code Section 5122(2).

10.1.11 Subrecipient shall prepare a menu of the meals to be served at each Congregate Meal site. Subrecipient shall ensure that its menus:

10.1.11.1 Conform to the menu planning and nutrition standards of County and CDA. Subrecipient shall review, utilize, and adhere to Menu Writing Specifications and Requirements as revised annually by County and CDA.

10.1.11.2 Are approved by DASS Program subrecipient's registered dietitian prior to submission for certification by DASS Program subrecipient's lead registered dietitian and County. Menus must be certified annually.

10.1.11.3 Are planned for a minimum of five (5) weeks.

10.1.11.4 Are posted weekly in the kitchen at each Congregate Meal site.

10.1.11.5 Are posted monthly at each Congregate Meal site dining room in a location easily seen by Clients.

10.1.11.6 Are legible and easy to read in English and the language of the majority of the Clients.

10.1.11.7 Reflect cultural and ethnic dietary needs of Clients, when feasible and appropriate.

10.1.11.8 Adhere to a low sodium content with a target of 500 mg to 750 mg sodium per meal. Catered ethnic menus may exceed sodium target with DASS Program subrecipient's registered dietitian approval.

10.1.12 To the maximum extent practicable, each meal may be adjusted to meet any special dietary needs of Clients. Special dietary menu variations must be approved by DASS Program subrecipient's registered dietitian.

10.2 Congregate Meal Services Requirements

10.2.1 Subrecipient shall provide Congregate Meal Services, which include the procurement, preparation, transportation, and serving of nutritious meals to Older Individuals, who meet the criteria identified in Subsection 10.2.2 (Eligibility for Congregate Meal Services), in a group setting at strategically located sites. These Services are intended to reduce hunger and food insecurity, to maintain or improve the physical and social well-being of Older Individuals, and to promote the health and well-being of Older Individuals by assisting them to gain access to nutrition and other disease prevention and health promotion services to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior.

10.2.2 **Eligibility for Congregate Meal Services**

10.2.2.1 Individuals are eligible to become Clients and receive Congregate Meal Services at a Congregate Meal site, a location where meals are served, when they meet at least one (1) of the following criteria:

10.2.2.1.1 An Older Individual.

10.2.2.1.2 The spouse of any Older Individual who accompanies the Older Individual (who participates in the Program) to the Congregate Meal site.

10.2.2.1.3 A person with a disability, under age sixty (60), who resides in a housing facility at which Congregate Meal Services are provided, and which is occupied primarily by Older Individuals.

10.2.2.1.4 A disabled individual who resides at home with and accompanies an Older Individual (who participates in the Program) to the Congregate Meal site. Disability is a condition attributable to mental or physical impairments that result in substantial functional limitations in one (1) or more of the following areas of major life activity:

10.2.2.1.4.1 Self-care

10.2.2.1.4.2 Receptive and expressive language

10.2.2.1.4.3 Learning

10.2.2.1.4.4 Mobility

10.2.2.1.4.5 Self-direction

10.2.2.1.4.6 Capacity for independent living

10.2.2.1.4.7 Economic self-sufficiency

10.2.2.1.4.8 Cognitive functioning

10.2.2.1.4.9 Emotional adjustment

10.2.3 **Eligibility for Volunteer Meals**

10.2.3.1 A Volunteer is a person who participates in providing ENP Services without pay. Subrecipient shall develop a written policy for providing and accounting for Volunteer meals served for Volunteers under age sixty (60). Volunteers are eligible to receive an ENP meal under the following criteria:

10.2.3.1.1 A Volunteer who is sixty (60) years of age or older meets the age eligibility criteria to be registered to receive meals from a Congregate Meal site.

10.2.3.1.2 A Volunteer who is under sixty (60) years of age may be offered a meal if doing so will not deprive an Older Individual of a meal.

10.2.4 **Client Assessment for Congregate Meal Services**

10.2.4.1 **Congregate Meal Initial Assessment Requirements of Potential Client**

10.2.4.1.1 Subrecipient shall complete an Initial Assessment to determine potential Client's eligibility either two (2) weeks before or two (2) weeks after potential Client's Congregate Meal Services first begin by using Attachment 4 (Universal Intake Form) as provided annually by County. Subrecipient shall complete the following information on the Universal Intake Form for the potential Client:

10.2.4.1.1.1 Name

10.2.4.1.1.2 Address

10.2.4.1.1.3	Date of Birth
10.2.4.1.1.4	Gender
10.2.4.1.1.5	Sexual Orientation and Gender Identity (SOGI)
10.2.4.1.1.6	Veteran Status
10.2.4.1.1.7	Race/Ethnicity
10.2.4.1.1.8	Relationship Status
10.2.4.1.1.9	Type of Residence (house, apartment, etc.)
10.2.4.1.1.10	Living Arrangement (alone/not alone)
10.2.4.1.1.11	Rural
10.2.4.1.1.12	Designation/Unincorporated City
10.2.4.1.1.13	Receive In-Home Supportive Services
10.2.4.1.1.14	Income Status (which shall be identified as at, above, or below the Administration on Community Living (ACL) Federal Poverty Guidelines)
10.2.4.1.1.15	Primary Language Spoken
10.2.4.1.1.16	Nutritional Risk Score (utilizing the Nutrition Screening

Initiative Checklist)

10.2.4.1.1.17 Activities of Daily Living/Instrumental Activities of Daily Living

10.2.4.1.2 Subrecipient shall enter the Client's Initial Assessment data into the Management Information System within two (2) weeks of the initial contact with the client and prior to the date that the Client begins receiving ENP Services. The Initial Assessment will be considered incomplete if any of the data listed above is missing.

10.2.4.1.3 Subrecipient shall assign an Employee to have the primary responsibility for Client data entry into Management Information System. This person will be the primary contact person for Client data issues and problems. The individual will be assigned a password to log-in and enter Client information. A back-up Employee must be designated to act on behalf of the primary Management Information System contact person in the event of his or her absence.

10.2.4.1.4 Subrecipient shall inform County of the name of the Subrecipient's Management Information System Employee and back-up Employee at the start of this Contract and within two (2) weeks of any reassignment or substitution. Only those Subrecipient Employees who have been designated by Subrecipient and assigned a password by County shall be allowed to access Management Information System.

10.2.4.1.5 Subrecipient shall work with the DASS Program subrecipient identified in the AAA Provider List (as provided by County on an annual basis) to refer Clients that Subrecipient has assessed as diabetic, and/or have a high nutrition risk score of ten (10) or higher, or a nutrition risk score of six (6) to nine (9) and meet a secondary criteria, according to the National Screening Initiative Checklist (refer to Subsection 10.9 (Mandatory Coordination with Dietary Administrative Support Services Program Subrecipient)).

10.2.4.1.6 Subrecipient must include a written record of each Client's Initial Assessment, any Reassessment (as described in Subsection 10.2.4.2 (Congregate Meal Reassessment Requirements)), and any other updates in the Client's file.

10.2.4.1.7 Subrecipient shall assist Clients in taking advantage of benefits under other supportive services programs (e.g., Title 45 Code of Federal Regulations Section 1321.65(f)), and Subrecipient shall provide referral(s) to these programs as necessary.

10.2.4.2 **Congregate Meal Reassessment Requirements**

10.2.4.2.1 Subrecipient shall conduct a Reassessment by completing a new Attachment 4 (Universal Intake Form) as described in Subsection 10.2.4.1 (Congregate Meal Initial Assessment Requirements of Potential Client). A Reassessment shall be performed annually for each Client and entered into the

Management Information System during the first quarter (July 1st to September 30th) of each Fiscal Year for all continuing Clients who will receive services that Fiscal Year.

10.2.4.2.2 Subrecipient shall enter the Client's Reassessment data into the Management Information System within two (2) weeks of completing the Reassessment.

10.2.5 Meal delivery to the Congregate Meal site requires that Subrecipient:

10.2.5.1 Must ship hot food to Congregate Meal site(s) in insulated containers, heated containers, or heated trucks to maintain a temperature of one hundred forty degrees Fahrenheit (140°F) or above.

10.2.5.2 Must ship cold food to Congregate Meal site(s) in ice chests, insulated containers, or refrigerated trucks to maintain a temperature of forty-one degrees Fahrenheit (41°F) or below. Cold food shall not come in contact with ice.

10.2.5.3 Must ship frozen food to Congregate Meal site(s) in an ice chest with ice, ice blanket or blue ice to maintain a solid, frozen state. Ice cream shall be at or below temperatures of seven to ten degrees Fahrenheit (7° - 10°F).

10.2.5.4 May ship bread, whole fruits, cookies, cakes, and other non-potentially hazardous foods to Congregate Meal site(s) at room temperature.

10.2.5.5 Temperatures of all hot, cold, and frozen foods must be taken upon delivery to the Congregate Meal site and annotated on a food delivery sheet as instructed in the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual.

10.2.6 Meal Service requires that Subrecipient shall:

10.2.6.1 Maintain hot food hot, as described in Subsection 10.2.5.1, for a maximum of three (3) hours from the

completion of cooking at the central kitchen to the completion of service at the Congregate Meal site.

10.2.6.2 Maintain hot food hot, as described in Subsection 10.2.5.1, for a maximum of two (2) hours at the Congregate Meal site.

10.2.6.3 Serve meals at a regularly scheduled time at each Congregate Meal site.

10.2.6.4 Follow the provisions of "Offer Versus Serve" as found in Title 7 Code of Federal Regulations Part 226.20(p).

10.2.6.5 Ensure each Congregate Meal site maintains a minimum participation of at least fifteen (15) Clients per day. Subrecipient may submit a written request to County for a waiver to deviate from this requirement.

10.2.6.6 Each meal shall be served in a Congregate Meal site facility that complies with the Americans with Disabilities Act (ADA) of 1990, as amended (Title 42 United States Code Section 12101 et seq.). Each facility must have restrooms, lighting, and ventilation, which meet the requirements of California Health and Safety Code Section 113700, et seq. Equipment, including sturdy tables and chairs, shall be appropriate for Older Individuals. Tables should be arranged to assure ease of access and encourage socialization.

10.2.7 Subrecipient shall allow presence of Service Animals as follows:

10.2.7.1 The ADA defines service animals as dogs that are individually trained to do work or perform tasks for people with disabilities. Examples of such work include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, etc. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA. State and local governments, businesses, and nonprofit organizations that serve the public generally must allow service dogs to accompany people with disabilities in all areas of the facility

where the public is normally allowed to go, such as: patient rooms in hospitals, hospital clinics, hospital cafeterias, hospital examination rooms, etc.

10.2.7.2 Subrecipient shall allow the use of service animals at all Congregate Meal sites. Service animal must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the Client's disability prevents using these devices. In that case, Subrecipient may require that the Client must maintain control of the service animal through voice, signal, or other effective controls.

10.2.7.3 Subrecipient acknowledges that a Client with a disability cannot be asked to remove their service animal from the premises unless the service animal is out of control and the Client does not take effective action to control it or if the service animal is not housebroken. When there is a legitimate reason to ask that a service animal be removed, staff must offer the Client with the disability the opportunity for Services without the service animal's presence.

10.2.7.4 Subrecipient acknowledges that Subrecipient's sites that sell or prepare food must allow service animals in public areas even if State or local health codes prohibit animals on the premises. This includes Congregate Meal sites. Subrecipient Staff are not required to provide food or care for a service animal.

10.2.7.5 Subrecipient shall ensure that Clients with disabilities who use service animals will not be isolated from other Clients, treated less favorably than other Clients, or charged fees that are not charged to other Clients without service animals.

10.2.7.6 When it is not obvious what service a service animal provides, only two (2) limited questions may be asked:

10.2.7.6.1 Is the animal a service animal required because of a disability?

10.2.7.6.2 What work or task has the service animal been trained to perform?

10.2.7.7 Subrecipient Staff cannot ask about a Client's disability, require medical documentation, require a special identification card or training documentation for a for a service animal, or ask that the service animal demonstrate its ability to perform any work or task.

10.2.8 Subrecipient shall ensure that Clients who attend Congregate Meal sites operating in Adult Day Programs and Elderly Housing Facilities meet the eligibility criteria specified in Subsection 10.2.2 (Eligibility for Congregate Meal Services) for Congregate Meal Services; and these sites shall meet the following criteria listed below:

10.2.8.1 Be open to the general public.

10.2.8.2 Not receive funds from another source (i.e., Medi-Cal, private payment fees in the form of a flat/bundled rate, etc.) for the cost of the same meal, equipment or Services.

10.3 Home–Delivered Meal Services Requirements

10.3.1 Subrecipient shall provide Home-Delivered Meal Services, which include the procurement, preparation, service, and delivery of nutritious meals in home environments/settings to Older Individuals who are homebound by reason of illness, disability or isolation, and meet the criteria identified in Subsection 10.3.2 (Eligibility for Home-Delivered Meal Services). Home-Delivered Meal Services are intended to reduce hunger and food insecurity, maintain and/or improve the physical and social well-being of homebound Older Individuals, and to make referrals for nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of these Individuals.

10.3.2 Eligibility for Home-Delivered Meal Services

10.3.2.1 Individuals are eligible to become Clients and receive Home-Delivered Meal Services when they meet at least one (1) of the following criteria:

10.3.2.1.1 An Older Individual who is frail and homebound by reason of illness, disability, or isolation. Priority shall be given to Older Individuals described herein. Frail, as defined in Title 22 California Code of Regulations Section 7119, is an Older Individual who is

determined to be functionally impaired because the Older Individual either:

10.3.2.1.1.1 Is unable to perform at least two (2) Activities of Daily Living (ADL), including: breathing, bathing, toileting, dressing, feeding, transferring and mobility and associated tasks, without substantial human assistance, including supervision, verbal reminding, or physical cueing; or

10.3.2.1.1.2 Due to a cognitive or other mental impairment, requires substantial supervision because the Older Individual behaves in a manner that poses a serious health or safety hazard to the Individual or to others.

10.3.2.1.2 The spouse of any Older Individual described in this Subsection 10.3.2, regardless of the spouse's age or condition, if an assessment by Subrecipient concludes that it is in the best interest of the frail/homebound Older Individual.

10.3.2.1.3 An individual with a disability who resides in the home of any Older Individual as described in this Subsection 10.3.2, if an Initial Assessment (defined in Subsection 10.3.3.1 (Home-Delivered Meal Initial Assessment Requirements of Potential Client)) by Subrecipient concludes that it is in the best interest of the homebound Older Individual.

10.3.3 **Client Assessment for Home-Delivered Meal Services**

10.3.3.1 **Home-Delivered Meal Initial Assessment Requirements of Potential Client**

10.3.3.1.1 Subrecipient's initial determination of potential Client's eligibility for Home–Delivered Meal Services may be accomplished by telephone. Subrecipient shall complete a written Initial Assessment to determine potential Client's eligibility in the potential Client's home either two (2) weeks before or two (2) weeks after potential Client's Home-Delivered Meal Services first begin by using Attachment 4 (Universal Intake Form) as provided annually by County. Completion of written Initial In-Home Assessment also pertains to all potential Clients that require placement on the Home-Delivered Meal Services Waitlist. The Initial Assessment shall include the type of meal appropriate for the potential Client in their living environment and Subrecipient shall check to see if the potential Client has a stove or microwave to heat or reheat meals. Subrecipient shall complete the following information on the Los Angeles County Area

Agency on Aging Universal Intake Form for the potential Client:

10.3.3.1.1.1 Name

10.3.3.1.1.2 Address

10.3.3.1.1.3 Date of Birth

10.3.3.1.1.4 Gender

10.3.3.1.1.5 Sexual Orientation and Gender Identity (SOGI)

10.3.3.1.1.6 Veteran Status

10.3.3.1.1.7 Race/Ethnicity

10.3.3.1.1.8 Relationship Status

10.3.3.1.1.9 Type of Residence (house, apartment, etc.)

10.3.3.1.1.10 Living Arrangement (alone/not alone)

10.3.3.1.1.11 Rural Designation/ Unincorporated City

10.3.3.1.1.12 Receive In-Home Supportive Services

10.3.3.1.1.13 Income Status (which shall be identified as at, above, or below the ACL Federal Poverty Guidelines)

10.3.3.1.1.14 Primary Language Spoken

10.3.3.1.1.15 Nutritional Risk Score (utilizing the

Nutrition Screening Initiative Checklist)

10.3.3.1.1.16 Activities of Daily Living/Instrumental Activities of Daily Living

10.3.3.1.2 Subrecipient shall enter the Client's Initial Assessment data into the Management Information System within two (2) weeks of the initial contact with the Client and prior to the date that the Client begins receiving ENP Services. The Initial Assessment will be considered incomplete if any of the data listed above is missing.

10.3.3.1.3 Subrecipient shall assign an Employee to have the primary responsibility for Client data entry into Management Information System. This person will be the primary contact person for Client data issues and problems. The individual will be assigned a password to log-in and enter Client information. A back-up Employee must be designated to act on behalf of the primary Management Information System contact person in the event of his or her absence.

10.3.3.1.4 Subrecipient shall provide County the name of Subrecipient's Management Information System Employee and back-up Employee at the start of this Subaward and within two (2) weeks of any reassignment or substitution. Only those Subrecipient Employees who have been designated by Subrecipient and assigned a password by County

shall be allowed to access Management Information System.

10.3.3.1.5 Subrecipient shall complete Attachment 13 (Home-Delivered Meal Program Priority of Service Screening Tool) for all Home-Delivered Meal Clients. Instructions for completing the form are provided in Attachment 14 (Home-Delivered Meal Program Priority of Service Screening Tool Instructions).

10.3.3.1.6 Home-Delivered Meal Clients shall also be assessed to determine their need for nutrition-related supportive services and be referred as necessary.

10.3.3.1.7 Subrecipient shall work with the DASS Program subrecipient identified in the AAA Provider List (as provided by County on an annual basis) to refer Home-Delivered Meal Clients that Subrecipient has assessed as diabetic, and/or have a high nutrition risk score of ten (10) or higher, or a nutrition risk score of six (6) to nine (9) and meet a secondary criteria, according to the National Screening Initiative Checklist (refer to Subsection 10.9 (Mandatory Coordination with Dietary Administrative Support Services Program Subrecipient)).

10.3.3.1.8 Subrecipient shall implement criteria to assess the level of need for each eligible Home–Delivered Meal Service Client as outlined in Subsection 10.3.2 (Eligibility for Home-Delivered Meal Services), and in the appropriate section(s) of the most current edition of the Los Angeles County Area Agency

on Aging Foodservice Standard Operating Procedures manual.

10.3.3.2 **Home-Delivered Meal Reassessment Requirements**

10.3.3.2.1 Subrecipient shall perform a Reassessment of a Client's needs a minimum of once every three (3) months (on a quarterly basis) during the Fiscal Year. A minimum of one (1) Reassessment shall be entered into the Management Information System during the first quarter (July 1st to September 30th) of each Fiscal Year for all continuing Clients who will receive services that Fiscal Year.

10.3.3.2.2 Reassessments shall be conducted in the Client's home at least every other quarter.

10.3.3.2.3 Subrecipient may schedule Reassessments according to the Home-Delivered Meal routes which is assigned to Client (i.e., all Clients on a Home-Delivered Meal route are assigned to receive telephone and/or In-Home Reassessments at the same time). Subrecipient shall conduct Reassessments on the following schedule commencing three (3) months from when the Client first begins receiving Home-Delivered Meal Services:

10.3.3.2.3.1 Three (3) Month Reassessment: Telephone the Client to determine if the need for Home-Delivered Meal Services still exists.

10.3.3.2.3.2 Six (6) Month Reassessment: Conduct an In-Home visit to determine if the need for Home-Delivered Meal Services still exists. The visit may include an evaluation of the type of meal (i.e. hot and/or frozen) the Client receives. Also, ask the Client for the number of Emergency Meals the Client has remaining.

10.3.3.2.3.3 Nine (9) Month Reassessment: Telephone the Client to determine if the need for Home-Delivered Meal Services still exists.

10.3.3.2.3.4 Twelve (12) Month Reassessment: Perform a Reassessment by completing a new Attachment 4 (Universal Intake Form) as stated in Subsection 10.3.3.1 (Home-Delivered Meal Initial Assessment Requirements of Potential Client).

10.3.3.2.4 This Reassessment shall be conducted in the Client's home.

10.3.3.2.5 Subrecipient shall enter Client's Reassessment into the Management Information System within two (2) weeks of completing the Reassessment.

10.3.3.2.6 Subrecipient shall thereafter conduct a quarterly update of Client's needs based on the three (3), six (6), nine (9) and twelve (12) month schedule.

10.3.3.3 **Home-Delivered Meal Waiting List Reassessment Requirements**

10.3.3.3.1 Subrecipient shall conduct an in-home assessment for Clients who remain on the Home-Delivered Meal Waiting List on the third (3rd) and ninth (9th) month after the Initial Assessment (refer to Subsection 10.3.4 (Home-Delivered Meal Waiting List Requirements)).

10.3.3.3.2 Subrecipient shall make every effort to ensure that Home-Delivered Meal Clients that are removed from the Program are referred to and linked with other nutrition-related supportive services programs for Older Individuals.

10.3.4 **Home-Delivered Meal Waiting List Requirements**

10.3.4.1 Subrecipient must establish and maintain a monthly Home-Delivered Meal Waiting List in the Management Information System when it is unable to provide meals for all Clients who are waiting to receive Home-Delivered Meals.

10.3.4.2 A Client's position on the Home-Delivered Meal Waiting List shall be prioritized based on the Client meeting criteria for the greatest economic/social need, being at risk for institutional placement if

meals are not provided, and/or in accordance with policy established by Subrecipient and approved by the DASS Program subrecipient's registered dietitian.

10.3.4.3 Subrecipient shall complete Attachment 13 (Home-Delivered Meal Program Priority of Service Screening Tool) for all Clients on the Home-Delivered Meal Waiting List.

10.3.4.4 The Home-Delivered Meal Program Priority of Service Screening Tool establishes a weight factor to determine priority placement on the Home-Delivered Meal Waiting List. Subrecipient shall give priority of Service to Clients with the greatest need and the highest overall score.

10.3.4.5 Subrecipient shall enter the name and demographic information of Clients placed on the Home-Delivered Meal Waiting List into the Management Information System.

10.3.4.6 Subrecipient shall provide a Telephone Reassurance call to Clients (age sixty (60) or older) on the Home-Delivered Meal Waiting List each month to ascertain whether Services are still needed.

10.3.4.7 If Services are no longer needed due to enrollment in the Home-Delivered Meal Program; Subrecipient shall change the Client's status in the Management Information System from "waiting list" to "enrolled" and add an end date to the waiting list. If Services are no longer needed due to other factors such as the Client is no longer interested, etc., Subrecipient shall remove the Client's name from waiting list and enter an end date.

10.3.4.8 Existence of Home Delivered Meals Waiting List deems justification for monitoring visits by the County's Contract Compliance Division.

10.3.5 Each Home-Delivered Meal may consist of hot, cold, and/or frozen food.

10.3.6 Meal delivery to Home-Delivered Meal Clients requires that Subrecipient:

10.3.6.1 Subrecipient shall obtain County permission in writing prior to providing Home-Delivered frozen Meals to Clients.

10.3.6.2 Subrecipient shall set regular delivery schedules so meals will be delivered at a consistent time each day.

10.3.6.3 Subrecipient must provide written instructions for handling and re-heating Home–Delivered Meals in the language of the majority of Clients being served Home-Delivered Meals.

10.3.6.4 Must ship hot meals to Home-Delivered Meal Clients in insulated containers, heated containers, or heated truck to maintain a temperature of one hundred forty degrees Fahrenheit (140°F) or above.

10.3.6.5 Must ship cold food to Home-Delivered Meal Clients in ice chests, insulated containers, or refrigerated trucks to maintain a temperature of forty-one degrees Fahrenheit (41°F) or below. Food should not come in contact with ice.

10.3.6.6 Must ship frozen meals to Home-Delivered Meal Clients in an ice chest with ice, ice blanket or blue ice to maintain a solid, frozen state. Ice cream shall be at or below temperatures of seven – ten degrees Fahrenheit (7° - 10°F).

10.3.6.7 May ship bread, whole fruits, cookies, cakes, and non-potentially hazardous foods to Home-Delivered Meal Clients at room temperature.

10.3.7 **Home-Delivered Hot Prepackaged Meals**

10.3.7.1 Home–Delivered hot prepackaged meals shall be delivered to Clients in a manner that maintains appropriate temperatures and that protects them from potential contamination from dust, insects, rodents, unclean equipment and utensils, and unnecessary handling.

10.3.7.2 Home-Delivered Meal routes must be completed in the shortest time possible to assure absence of contamination. Home-Delivered hot prepackaged meals must be delivered to Clients within three (3) hours after food has left the central kitchen.

10.3.7.3 Subrecipient, central kitchen, or caterer must utilize a batch production cooking schedule (producing the product in multiple loads/batches) if the same drivers deliver meals on two (2) routes on the same day. Hot food may not be held for more than three (3) total combined hours in the central kitchen and in the delivery vehicle before delivery.

10.3.8 **Home-Delivered Frozen Meals**

10.3.8.1 Subrecipient shall obtain County permission in writing prior to providing Home-Delivered Frozen Meals to Clients.

10.3.8.2 Subrecipient shall conduct an assessment on a Client's capability to receive a Home-Delivered Frozen Meal and ability to prepare a frozen meal prior to implementing Home-Delivered Frozen Meal service.

10.3.8.3 Frozen Home-Delivered Meals and any accompanying cold and room temperature items shall be delivered to Clients in a sanitary manner to assure absence of contamination and shall be packaged to assure temperature control.

10.3.8.4 Delivery of Frozen Home-Delivered Meals may extend beyond three (3) hours provided the frozen meals remain solidly frozen and do not rise above twenty-nine degrees Fahrenheit (29°), and any accompanying cold food must maintain a temperature of forty-one degrees Fahrenheit (41°F) or below.

10.3.8.5 Meals must remain frozen until the final delivery is complete. Temperature should be no higher than twenty-nine degrees Fahrenheit (29°F).

10.4 **Emergency Meal Services Requirements for Home-Delivered Meal Clients**

10.4.1 Subrecipient shall provide Emergency Meal Services, which include shelf stable meals provided to Older Individuals who are homebound by reason of illness, disability or who are otherwise isolated. These Services include provision of a minimum of three (3) shelf-stable meals per Fiscal Year. These meals are to be used in the event of an emergency or natural disaster such as earthquakes, power outage, floods, or any disruption of regular

meal service to ENP Clients who are receiving Home-Delivered Meal Services.

10.4.2 **Eligibility for Emergency Meal Services**

10.4.2.1 Individuals are eligible to become Clients and receive Emergency Meal Services when they meet the following criteria:

10.4.2.1.1 A Home-Delivered Meal Client (age sixty (60) or older) who is frail and homebound by reason of illness, disability, or isolation.

10.4.3 Subrecipient shall have emergency shelf-stable meals available for use during a power outage or any disruption of regular service.

10.4.4 Subrecipient must be able to continue the provision of food to homebound Clients for a minimum of three (3) days in the event that their usual deliveries are disrupted.

10.4.5 Subrecipient may work with the vendor of its choice to develop the menu for Emergency Meals. This menu must be approved/certified by DASS Program subrecipient's Project Manager.

10.4.6 Each meal shall provide one-third (1/3) of the current Dietary Reference Intakes included in the current Dietary Guidelines for Americans. Meal components are detailed in the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual.

10.4.7 All meals must have a minimum of a six (6) month shelf life from the date of purchase/issuance to the Client.

10.4.8 Subrecipient must provide Client with instructions on how and when to use and rotate the emergency food when meals are distributed to Client. Each Home-Delivered Meal Client must be informed of the purpose of the Emergency Meals. The Client or their designated representative must sign an acknowledgment form to indicate receipt of instructions .at the time of delivery. Subrecipient must maintain the acknowledgement form in the Client's files.

10.4.9 Emergency Meal distribution may occur during the Initial Assessment for new Home-Delivered Meal Clients or during the Reassessment for existing Home-Delivered Meal Clients.

10.4.10 Subrecipient must follow-up with all Home-Delivered Meal Clients during each in-home Reassessment to see if the Client still has Emergency Meals available. If the Client no longer has the Emergency Meals, this must be annotated, and Subrecipient may provide Client with an additional three (3) Emergency Meals contingent upon the availability of Subaward funding.

10.5 Telephone Reassurance Services Requirements for Home-Delivered Meal Clients

10.5.1 When Subrecipient provides Home-Delivered Meal Services, Subrecipient shall also provide Telephone Reassurance Services, which are defined as regular telephone contact and safety checks to reassure and support Home-Delivered Meal Services Clients (age sixty (60) or older) and any other Older Individual who is on a waiting list to receive Home-Delivered Meal Services.

10.5.2 **Eligibility for Telephone Reassurance Services**

10.5.2.1 Individuals are eligible to become Clients and receive Telephone Reassurance Services when they meet the following criteria:

10.5.2.1.1 An Older Individual; and

10.5.2.1.2 Must be either:

10.5.2.1.2.1 A Home-Delivered Meal Client (age sixty (60) or older).

10.5.2.1.2.2 An Older Individual who is on the Home-Delivered Meal waiting list as recorded in the Management Information System (refer to Subparagraph 9.18.4 (Information Technology Systems – Management Information

System) of the Subaward).

10.5.2.2 Telephone Reassurance Services shall only be provided to Home-Delivered Meal Clients who meet the age eligibility requirement of sixty (60) years of age or older.

10.5.3 Subrecipient that delivers Telephone Reassurance Services to individuals not meeting eligibility criteria will be required to repay County for those Services.

10.5.4 Subrecipient shall use trained Volunteers or its Employees to provide regular telephone contact and safety checks to reassure and support Clients who are homebound as specified herein:

10.5.5 Telephone Reassurance Service shall be provided to all Clients receiving Home–Delivered meals (frozen or hot) and to all Clients who are on a Home-Delivered Meal Waiting List in Management Information System for a Home-Delivered meal.

10.5.6 **Telephone Call Frequency**

10.5.6.1 At a minimum, Subrecipient must call Clients who receive Home-Delivered frozen meals one (1) day per week.

10.5.6.2 At the discretion of Subrecipient, Clients who receive Home–Delivered hot meals may be called one (1) day per week.

10.5.6.3 Subrecipient shall call Clients who are on a Home-Delivered Meal Waiting List in Management Information System to receive a Home-Delivered Meal one (1) day per month.

10.5.6.4 Subrecipient must establish and maintain a telephone log demonstrating the frequency of calls for hot, frozen, and wait-listed Home–Delivered Meal Clients by using Attachment 12 (Home-Delivered Meal Program Telephone Reassurance). Log).

10.5.6.5 Subrecipient shall speak with Clients receiving frozen and/or hot meals and Clients who are on a waiting list for a Home-Delivered Meal. Telephonic attempts or leaving voicemail messages does not qualify as Telephone Reassurance Services.

10.6 Congregate and Home-Delivered Meals Quality Assurance Committee

10.6.1 Subrecipient shall establish a Quality Assurance Committee for both Congregate Meal Services and Home-Delivered Meal Services. This Committee's purpose shall be: preventing problems and constant quality improvement to ensure that proper food preparation and meal service procedures are being followed; that the quality of the food is consistent; and that Client satisfaction is being measured. Corrective action shall be taken for any issues identified.

10.6.2 The Quality Assurance Committee shall be appointed by the Subrecipient's Project Manager and shall include: Project Manager, Site Manager(s), Home-Delivered Meal Coordinator, Food Service Manager or Caterer, Client representatives from the Congregate Meal site(s), and DASS Program subrecipient's registered dietitians. Clients will be recruited selected and organized by Subrecipient to provide input and advice on Services and Program policies.

10.6.3 Meetings shall be held at least once a month or more frequently, if desired. The Food Service Manager from the Caterer or central kitchen must attend the Quality Assurance meetings.

10.6.4 Minutes detailing each committee meeting shall be kept on file for one (1) year, and shall include: date, time, members in attendance, and a brief summary of the month's quality assurance meal evaluations and Congregate Sites Daily Meal Comments as detailed in Section QA-1 of the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual. Focal point of the minutes shall be the resolution of problems related to quality food production and service. Problems shall be presented, and solutions proposed, tested, and evaluated.

10.6.5 Records shall also be kept of individual quality assurance audits done by committee members.

10.6.6 Quality Assurance meetings can also be included to discuss: Congregate Meal site audits, Home-Delivered Meal route audits, Caterer audits, central kitchen audits, menu changes, suggested donations, and problems occurring at Congregate Meal sites.

10.6.7 Committee members or other assigned Clients shall conduct meal evaluations at Congregate Meal sites at least once every two (2) weeks or more frequently, if desired. Problem meals or those that are outstanding may warrant unplanned, on-the-spot evaluations by committee members. These evaluations, along

with written comments provide important data for the problem-solving process.

10.6.8 Two (2) times per month, Home-Delivered Meal route drivers shall complete a simple written quality assurance evaluation while recording temperatures. The quality assurance evaluation shall be completed using a quality assurance evaluation form as provided in the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual. This evaluation is to monitor the quality of the meal and to ensure that temperatures are within the required safety standards. Each time, the driver shall be assigned a different day to conduct the temperature monitor and evaluation so that all Home-Delivered Meal routes and meals are tested. An extra meal shall be included on this route and shall be evaluated after the last participant has received a meal.

10.7 Meal and Quality Assurance Evaluations

10.7.1 Congregate Meals shall be evaluated daily as part of quality assurance.

10.7.2 The Site Manager shall sample each meal and poll Clients every day to judge meal satisfaction.

10.7.3 On a daily basis, the Site Manager will fill out the Congregate Sites Daily Meal Comments form, which is provided in the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual.

10.7.4 At a minimum of four (4) times per month, the Site Manager shall assign a Client(s) to complete a Quality Assurance Evaluation form, which is provided in the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual. Subrecipient shall provide these completed forms to the Quality Assurance Committee Meeting for review.

10.7.5 Daily Client meal evaluations shall be made available for Clients at each Congregate Meal site. Clients will use these forms to communicate positive and negative comments regarding meal quality. These forms will be reviewed monthly at the Quality Assurance Committee meeting.

10.7.6 On a weekly basis, the Home-Delivered Meal Coordinator shall sample a hot Home-Delivered Meal once each week and complete the Hot Home-Delivered Meal Daily Meal Comments form, which is provided in the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual.

10.7.7 The Home-Delivered Meal Coordinator shall assign a driver to complete a quality assurance meal evaluation a minimum of once per month. Subrecipient shall provide these completed forms to the Quality Assurance Committee Meeting for review.

10.7.8 Subrecipient shall adhere to requests for Corrective Action Plan (CAP) from DASS Program subrecipient and/or County. CAP shall be prepared by Subrecipient to address performance deficiencies at site, route, or caterer/central kitchen. DASS Program Subrecipient shall review and approve plan in addition to monitor remedial action.

10.8 Nutrition Services Incentive Program

10.8.1 For purposes of this Subaward, Subrecipient may receive additional funding to supplement the cost for food used in meals served, which is known as the Nutrition Services Incentive Program (NSIP) under Section 311 of the OAA. The purpose of the NSIP is to provide incentives that encourage and reward effective performance by Subrecipient in the efficient delivery of nutritious meals to Clients. NSIP reimbursement may be requested by Subrecipient for meals which:

10.8.1.1 Meet the dietary guidelines, as specified in Section 339 of the OAA (Title 42 United States Code Section 3030g-21).

10.8.1.2 Are served to Clients, as specified in Subsections 10.2.2 (Eligibility for Congregate Meal Services) and 10.3.2 (Eligibility for Home-Delivered Meal Services).

10.8.1.3 Are served to Volunteers of any age pursuant to Subsection 10.2.3 (Eligibility for Volunteer Meals).

10.8.1.4 All meals provided through the ENP that receive NSIP funds, whether prepared on-site, frozen, non-perishable (e.g. canned goods or pasta, products that do not spoil), boxed, or catered, must comply with the most recent DGAs and provide a minimum of one-third (1/3) of the DRIs, and meet the requirements outlined in Subsection 10.1 (General ENP Meal Requirements).

10.8.1.5 Follow the provisions of "Offer Versus Serve" as found in Title 7 Code of Federal Regulations Part 226.20(p). Congregate Meal Clients may be permitted to decline items due to preference or

medical reasons. NSIP funds are not affected when a Client declines menu items.

10.9 **Mandatory Coordination with Dietary Administrative Support Services Program Subrecipient**

10.9.1 Subrecipient shall work with County's DASS Program subrecipient identified in the AAA Provider List (as provided by County on an annual basis). DASS Program subrecipient provides the following services: oversight of ENP by DASS Program subrecipient's registered dietitians; nutrition education for Congregate and Home–Delivered Meal Clients; nutrition counseling for Clients with high Nutrition Risk Scores; quality assurance reviews; monitoring of Congregate Meal sites and Home-Delivered Meal routes; in-service training for food service staff and Volunteers; menu analysis; and, technical assistance in areas such as menu development, Caterer selection, purchasing and problem-solving.

10.9.2 Subrecipient shall provide DASS Program subrecipient with the number of Nutrition Education materials needed for distribution to Home-Delivered Meal Clients during the Fiscal Year.

10.9.3 Subrecipient shall make Client referrals for Nutrition Counseling, either in person, by fax, phone or email, to DASS Program subrecipient for all Clients who are diabetic and/or have a Nutritional Risk score of ten (10) and above, or six (6) to nine (9) and meets a secondary criteria below:

10.9.3.1 Client has an illness or condition that resulted in a change in the kind and/or amount of food that is consumed.

10.9.3.2 Client consumes fewer than two (2) meals per day.

10.9.3.3 Client has unintentionally lost or gained ten (10) pounds in the past six (6) months.

10.9.4 Subrecipient acknowledges that Subrecipient's ENP Services will be monitored by DASS Program subrecipient on a monthly basis and shall cooperate with monitoring efforts. Subrecipient shall correct any problems noted in DASS Program subrecipient's Monitoring Reports provided to Subrecipient each month. Subrecipient shall have fifteen (15) days from the receipt of the Monitoring Report to respond in writing to DASS Program subrecipient and County in writing with an action plan to correct the problem.

10.9.5 Subrecipient shall work with DASS Program subrecipient during the Elderly Nutrition Program Annual Assessment process. This includes scheduling visits and providing all requested Client records within required timeframe.

10.9.6 Subrecipient shall work with DASS Program subrecipient's registered dietitians to develop menus for ENP. All menus must be reviewed, certified, and approved by DASS Program subrecipient. DASS Program subrecipient and Subrecipient will include input from food production staff, Caterer(s) and Subrecipient's Quality Assurance Committee as described in Subsection 10.6 (Congregate and Home-Delivered Meals Quality Assurance Committee).

10.9.7 Subrecipient shall work with DASS Program subrecipient to complete the annual nutritional analysis with the designated caterer/central kitchen. Subrecipient will serve as liaison between DASS Program subrecipient and caterer/central kitchen.

10.9.8 Subrecipient's project menus meeting Dietary Guidelines requirements (Section 339 of the OAA (Title 42 United States Code Section 3030g-21)) must be reviewed, approved and certified by DASS Program subrecipient's registered dietitians and approved by County.

10.10 **Mandatory Coordination with SNAP-Ed/CalFresh Healthy Living Program Subrecipient**

10.10.1 Subrecipient shall provide support with planning and scheduling of SNAP-Ed/CalFresh Healthy Living sessions to County's SNAP-Ed/CalFresh Healthy Living Program subrecipient.

10.11 **Mandatory Coordination with Disease Prevention and Health Promotion Program Subrecipient**

10.11.1 Subrecipient shall make referrals, as needed, either in person, by fax, phone or email, to Disease Prevention and Health Promotion (DPHP) Program subrecipient (identified in the AAA Annual Nutrition Program Provider list) for Clients who would benefit from disease prevention and health promotion programs.

10.11.2 Subrecipient may plan and schedule appropriate Health Promotion Clinics at Congregate Meal sites which are selected with input from Subrecipient's Quality Assurance Committee and coordinated with the DPHP Program subrecipient.

10.12 **Central Kitchen/Caterer**

10.12.1 Subrecipient shall use either a central kitchen or Caterer to prepare meals and shall notify County which source Subrecipient will use to obtain meals.

10.12.1.1 Central Kitchen: When utilizing this option, Subrecipient asserts that Subrecipient will prepare meals at a certified commercial kitchen(s).

10.12.1.2 Caterer: When utilizing this option, Subrecipient asserts that it will procure a Caterer in accordance with Subsection 10.13 (Procurement of Caterer) who will prepare meals and provide them to Subrecipient.

10.12.2 Subrecipient shall employ a Project Manager, Food Service Manager or a Caterer, and Site Manager who are certified Food Protection Managers by the National Restaurant Association-ServSafe® or other recognized organization. There must be a certified Food Protection Manager in-charge at each central kitchen and at each Congregate Meal site. The Project Manager and Food Service Manager/Caterer must obtain Hazard Analysis and Critical Control Points (HACCP) Program Training within six (6) months of hire.

10.12.3 Subrecipient shall ensure that the requirements of HACCP and quality assurance programs are enforced at all central kitchens and Congregate Meal sites, and that Caterer(s) maintains and utilizes operational HACCP and quality assurance programs.

10.12.4 Subrecipient shall adhere to the Program requirements outlined in Title 22 California Code of Regulations Sections 7630-7638.13 and in the most current edition of the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual.

10.12.5 Subrecipient shall ensure that a pest control operator inspect the facility on a monthly basis. Subrecipient shall implement an integrated pest management program that provides procedures to prevent and to get rid of pests. These procedures shall include those performed both by central kitchen/catering staff and by the pest control operator. Pest Control Reports shall be kept on file and made available for review by County and DASS Program subrecipient's registered dietitians.

10.13 Procurement of Caterer

10.13.1 When Subrecipient elects to use the services of a Caterer to prepare/supply meals, Subrecipient shall procure that Caterer from a pool of caterers who are on the AAA Approved Caterer List. Such caterers have been inspected and certified by DASS Program subrecipient and have been approved by County. The AAA Approved Caterer List shall be provided by County on an annual basis.

10.13.2 Pursuant to Title 22 California Code of Regulations Sections 7352 – 7364, Subrecipient shall procure Caterer from the AAA Approved Caterer List using a competitive solicitation process. Subrecipient shall release a solicitation which can only be responded to by those caterers who are on the AAA Approved Caterer List. After evaluation of all bids/proposals and upon selection of the successful Caterer, Subrecipient shall enter into a Lower Tier Subaward with the successful Caterer. In accordance with Subparagraph 8.40 (Lower Tier Subaward) of the Subaward, Subrecipient must obtain approval from County prior to entering into the Lower Tier Subaward.

10.13.3 Noncompetitive awards may be made by Subrecipient when the award is infeasible for competitive bid as a result of any of the conditions outlined in Title 22 California Code of Regulations Section 7360 (Noncompetitive Awards).

10.14 Health and Fire Inspections

10.14.1 Subrecipient's Congregate Meal sites, central kitchens and Caterer shall be inspected annually by the County of Los Angeles Department of Health Services (DHS). Subrecipient must maintain a grade of "B" or better from DHS based on the inspections conducted by DHS for food services. Subrecipient shall work with DASS Program subrecipient to seek assistance in correcting any violations in accordance with the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual. In accordance with Subparagraph 9.22.3 (Subaward Compliance Documents) of the Subaward, Subrecipient must submit to County annual inspection reports from DHS for each Congregate Meal site, central kitchen and/or Caterer.

10.14.2 Subrecipient's Congregate Meal sites and central kitchens shall be inspected annually by the Los Angeles County Fire Department or Subrecipient's local fire department. In accordance with Subparagraph 9.22.3 (Subaward Compliance Documents) of the Subaward, Subrecipient must submit to

County annual inspection reports from either the Los Angeles County Fire Department or Subrecipient's local fire department for each Congregate Meal site and central kitchen.

10.15 **Licenses and Certifications for Services**

10.15.1 Subrecipient shall obtain and maintain, all appropriate licenses, permits and certificates required by all applicable County, State of California and/or Federal laws, regulations, guidelines, and directives for the operation of its facility(ies) and for the provision of ENP Services.

10.15.2 Prior to the execution of this Subaward, and, in cases of new staff or staff with updated licenses, permits or certifications, Subrecipient shall provide copies of all new or updated licenses, permits and certificates within ten (10) business days of the license, permit or certification award or update. Copies shall be sent to County's Program Manager listed in Exhibit E (County's Administration) of the Subaward.

10.15.3 If Subrecipient operates a central kitchen and/or engages the services of Caterer, Subrecipient must maintain current proof of the following:

10.15.3.1 Public health permit and business license.

10.15.3.2 Health Department/DHS inspection report (which shall be current within the most recent twelve (12) month period) for each central kitchen and/or Congregate Meal site.

10.15.3.3 Fire Department inspection report ((which shall be current within the most recent twelve (12) month period) for each central kitchen and/or Congregate Meal site).

10.15.3.4 Hazard Analysis Critical Control Point Certificate and Food Protection Manager Certificate (ServSafe Certificate) for Food Service Manager.

10.15.3.5 Subrecipient shall ensure that required Employees attend ServSafe training and successfully pass examination. Subrecipient shall absorb cost of training for Employees that fail examination and are required to take a remedial course.

10.16 **Contributions and Fees for Cost of Meals**

10.16.1 Subrecipient shall develop and implement a method to enable Clients to voluntarily contribute to the cost of the Program (i.e., Client who receives a meal shall be given the opportunity to contribute to the cost of the meal).

10.16.2 Subrecipient shall ensure that Clients are not required to contribute to the Program when they are requesting Services. Subrecipient's solicitation of voluntary contributions shall not be coercive.

10.16.3 Subrecipient shall clearly inform Client that contributions are strictly voluntary and Subrecipient shall not pressure Client to contribute to the cost of the meal.

10.16.4 Subrecipient shall develop a suggested contribution with input from its Quality Assurance Committee. When developing this contribution amount, the income ranges of the Older Individuals in the community and Subrecipient's additional sources of income shall be considered.

10.16.5 Subrecipient shall post a sign near the contribution container at each Congregate Meal site indicating the suggested contribution for Clients and the guest fee (amount charged to non-seniors). The sign shall also state, "Your donation is voluntary and is not a requirement to receive a meal if you are eligible for the Elderly Nutrition Program."

10.16.6 Staff at the sign-in table must be trained on the donation policy emphasizing the confidential nature of the contributions.

10.16.7 Home-Delivered Meal agreements may have a suggested donation amount. The agreements shall not be coercive and shall state, "Your donation is voluntary and is not a requirement to receive a meal if you are eligible for the Elderly Nutrition Program."

10.16.8 Client shall not be denied Services because of his/her failure or inability to contribute to the cost of Services.

10.16.9 Subrecipient shall establish procedures for soliciting donations that provide Clients with a confidential method for making donations.

10.16.10 Subrecipient shall ensure that Client's decision to contribute as well as the amount of Client's contribution is kept private and confidential.

10.16.11 **Guest Fees**

10.16.11.1 All guests under the age of sixty (60) shall pay for the full cost of a meal. The guest fee shall be sufficient to cover all meal costs.

10.16.11.2 There is no provision for a guest fee to be private.

10.16.11.3 Subrecipient shall serve meals to guests only if sufficient food is available after Clients are served.

10.16.12 Clients shall not be denied Services based on their inability or unwillingness to contribute. Subrecipient shall not use any of the following practices as it relates to voluntary contributions/donations and/or share of costs:

10.16.12.1 Requesting Clients to assist in the share of cost to the Program.

10.16.12.2 Tracking donations by accounts receivable.

10.16.12.3 Tracking donations by individual Clients.

10.16.12.4 Using pamphlets and websites stating that payment is required for Services or stating a monetary amount for Services.

10.16.12.5 Employing tactics, in any way, that could be viewed as embarrassing and/or obligatory requests for donations.

10.16.12.6 Employing tactics such as allowing Volunteers to guard the collection boxes or having Clients sign in and pay before receiving Services.

10.16.12.7 At the time of the Initial Assessment, compelling Client to pledge a particular amount as an agreed upon donation.

10.16.12.8 Using coercion to solicit voluntary contributions.

10.16.12.9 Using a donation request resembling a billing statement or invoice.

10.16.12.10 Imposing a suggested contribution rate based on an individual's income.

10.16.13 Subrecipient shall establish and adhere to written procedures to protect contributions and fees from loss, mishandling, and theft. Such procedures shall be kept on file at Subrecipient's site.

10.16.14 Subrecipient shall separate collected contributions (donations/fees) from Subaward funding. All contributions shall be identified as Program Income and used to: increase the number of meals served, facilitate access to such meals, and to provide nutrition-related supportive services.

10.16.15 Contributions earned in excess of the amount(s) reported in the Budget(s) may be deferred for use in the first quarter of the next Fiscal Year (when County renews the Subaward term) and must be used to expand baseline Services. Such funds shall be recorded as Program Income.

10.16.16 All records of contributions, written procedures governing solicitation of funds, solicitation materials, or other contribution related records shall be held pursuant to record retention policies outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement) of this Subaward.

10.17 **Emergency and Disaster Preparedness**

10.17.1 Notwithstanding Subrecipient's and County's contractual objective to provide Services to Clients, Subrecipient shall make Services available to any person impacted by a nationally or State-declared emergency event, contingent upon the availability and commitment of Federal Emergency Management Agency (FEMA) or State Office of Emergency Services funds with which to reimburse Subrecipient for funds expended.

10.17.2 In the event of extraordinary incidents, unusual occurrences, natural disasters or crime, including but not limited to repairs, modifications, refurbishment, fumigation, or replacement of facility(ies), vandalism, acts of nature, and third-party negligence, Subrecipient must have an emergency plan in place to ensure that there is no disruption in Services.

10.17.3 Subrecipient must have a written Emergency and Disaster Plan on file describing how Services will be maintained during and following the event of a disaster or emergency. Attachment 6 (Emergency and Disaster Plan Basic Requirements) details the minimum requirements of the plan. The written plan must include the following sections:

10.17.3.1 Emergency and Disaster Plan Mission

10.17.3.2 Business Continuity Plan

10.17.3.3 Emergency Response Organization Chart

10.17.3.4 Roster of Critical Local Contacts

10.17.3.5 Communication Plan

10.17.4 The Emergency and Disaster Plan must be made available to Staff and any County-approved Lower Tier Subrecipients for reference before, during, and after the emergency or disaster. Subrecipient's key Staff members shall have a copy of the Emergency and Disaster Plan easily accessible at all times.

10.17.5 Annually, Subrecipient shall update the Emergency and Disaster Plan and submit it to County's Emergency Coordinator as indicated in Exhibit E (County's Administration) of the Subaward.

10.17.6 The Emergency and Disaster Plan shall be saved on an encrypted computer storage jump drive for easy access and transportability.

10.17.7 Subrecipient must maintain an updated hardcopy registry of Clients with contact information for emergency and disaster purposes. Subrecipient shall use the registry to contact Clients to assess if Client is safe, needs a referral to an evacuation center or other assistance, and has a plan to stay in a safe and healthy environment.

10.17.8 Subrecipient must make arrangements for the availability of a minimum of three (3) meals to Clients during a major disaster, as defined in Title 42 United States Code Section 5122(2).

10.17.9 Subrecipient shall complete Attachment 7 (Site Emergency Resource Survey) to help identify and assess potential resources in the community to support the Service population following a large community emergency or disaster.

10.17.9.1 Annually, on the last business day in September, Subrecipient shall submit the completed Attachment 7 (Site Emergency Resource Survey) to County's Emergency Coordinator.

10.17.9.2 Subrecipient shall also complete and submit Attachment 7 (Site Emergency Resource Survey) to County's Emergency Coordinator anytime there is a change in information.

10.17.10 Subrecipient shall develop and have on file a written Business Continuity Plan (BCP) that describes how Subrecipient will reduce the adverse impact of any emergency event, as referenced in Subsection 10.17.3.1, to Clients as determined by both the scope of the event (e.g., who and what it affects, and to what extent), and also its duration (e.g., hours, days, months). Subrecipient shall make the BCP available to its Staff and any

County-approved Lower Tier Subrecipients for reference before, during, and after such emergency event disruption.

10.17.11 The BCP must include a system to track emergency expenditures and emphasize the following:

10.17.11.1 Back-up systems for data

10.17.11.2 Emergency service delivery options

10.17.11.3 Community resources

10.17.11.4 Transportation

10.17.12 Subrecipient shall:

10.17.12.1 Designate an Emergency Coordinator to communicate with County's Emergency Coordinator or designee in the event of an emergency or disaster and ensure that County's Emergency Coordinator or designee has current contact information for Subrecipient's Emergency Coordinator.

10.17.12.2 Coordinate emergency plans with respective City Emergency Plans and local Office of Emergency Services.

10.17.12.3 Establish alternate communication systems, such as cell phone or text messaging, in the event that the regular communication system is interrupted.

10.17.12.4 Identify lead and support agencies for emergencies and disasters in the local community so that response efforts are coordinated with the appropriate agency.

10.17.12.5 Maintain a current list of support agencies and services (in addition to AAA subrecipients) in local and neighboring communities to provide Information and Assistance for Clients, their families and representatives, and facility staff.

10.17.12.6 Maintain a current list of Subrecipient staff and Volunteers' telephone numbers, e-mail addresses, and emergency contact information.

10.17.12.7 Maintain adequate emergency and disaster supplies on site, including emergency first aid supplies.

10.17.12.8 Ensure that there are adequate staff and resources to execute the emergency and disaster plan in the event of an emergency or disaster.

10.17.12.9 Maintain a written escape plan and route for Clients receiving on-site Services during an emergency or disaster. The written escape plan and route shall include a diagram that is visibly posted at the site. Facilities must have evacuation procedures to facilitate the safe evaluation of individuals to secure locations.

10.17.12.10 When necessary and practical, use existing cash reserves to temporarily cover emergency and disaster assistance costs for things such as additional food, supplies, extra Home-Delivered Meals, home clean-up and safety, emergency medications, transportation, and other immediate needs including:

10.17.12.10.1 Assisting Older Individuals, disabled adults, and/or any other persons seeking refuge by linking them with medical or emergency services, family, friends, and community-based programs such as the Red Cross or the appropriate government agency(ies) that can provide assistance.

10.17.12.10.2 Coordinating Services for Older Individuals and disabled adults who may be bedbound, dependent upon dialysis, or have life-threatening, chronic illnesses that require immediate emergency intervention.

10.17.12.10.3 Assisting in the relocation of homebound, high risk Clients to a safe location, and coordinating and arranging emergency transportation to a predetermined location.

10.17.13 **Additional Emergency and Disaster Preparedness Policies and Procedures for Home-Delivered Meal Services**

10.17.13.1 The Emergency and Disaster Plan must follow the instructions the Emergency Planning Policies and Procedures section of the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual.

10.17.13.2 Subrecipient shall develop a prearranged agreement with local food vendor(s) or community-based organization(s) to assist with the provision of food to homebound Clients for a minimum of three (3) days in the event that their usual meal deliveries are disrupted as stated in Subsection 10.17.5. Food items should include water, frozen meals and non-perishable goods.

10.17.13.3 Subrecipient shall have on file a written plan for continuity of Service following an emergency for a minimum duration of 72 hours or longer if Client needing Service is frail or high risk.

10.17.14 **Additional Emergency and Disaster Preparedness Policies and Procedures for Congregate Meal Services**

10.17.14.1 The Emergency and Disaster Plan must follow the instructions provided in the Emergency Planning Policies and Procedures section of the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual.

10.17.14.2 Subrecipient shall develop a prearranged agreement with local food vendor(s) or community-based organization(s) to assist with the provision of food on site in the event of disruption to the usual meal service.

10.17.14.3 Subrecipient shall develop a written escape plan and route diagram for Clients receiving Congregate Meals. The written escape plan and route diagram shall be visible and posted at the meal site.

10.17.14.4 Subrecipient's Congregate Meal site(s) must have evacuation procedures to facilitate the safe evacuation of Clients to secure locations.

10.17.14.5 Subrecipient shall develop a plan to feed 200 people per day for at least three (3) days if the

Congregate Meal site is designated as a Disaster Site. Food items should include water, frozen meals and non-perishable goods. Instructions are provided in the Emergency Planning Policies and Procedures section of the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual.

10.17.15 **Communication Procedures with County**

10.17.15.1 Subrecipient must provide a status update to County's Emergency Coordinator or designee in the event of an emergency or disaster. The standard communication procedures during and after an emergency or disaster are as follows:

10.17.15.1.1 County's Emergency Coordinator will provide information to Subrecipient and request feedback regarding the impact of the emergency or disaster on Clients, Program operations, facilities, and where feasible, the impact on Older Individuals, their family caregivers, individuals with disabilities, and any unmet needs in Los Angeles County (via text message, email, telephone, or any other method that is available).

10.17.15.1.2 Subrecipient will provide information to County's Emergency Coordinator regarding the impact of the emergency or disaster and any unmet needs resulting from the event as soon as possible (via text message, email, telephone, or any other method that is available).

10.17.15.1.3 Information received by County's Emergency Coordinator will be compiled into a report that will be submitted to the Los Angeles County Board of Supervisors and CDA Disaster Preparedness Coordinator.

10.18 Alternative Methods of Service Delivery During an Emergency

10.18.1 In the event of an emergency (as determined by Federal authorities, State authorities, and/or County), County, at its sole discretion, may institute alternative methods that Subrecipient shall follow to deliver Services under this Subaward.

10.19 Collaborations

10.19.1 Subrecipient must collaborate with County and City of Los Angeles network of providers and other similar community organizations, Adult Protective Services agencies, law enforcement agencies, and legal services providers in order to ensure comprehensive and coordinated Service delivery and to prevent unnecessary duplication of Services. Subrecipient is encouraged to share vital assessment information with other agencies providing Services to Client in the home. However, in sharing information with other agencies, Subrecipient must respect Client confidentiality rights, adhere to applicable confidentiality regulations, and follow appropriate protocols.

10.19.2 Subrecipient shall develop linkages with other community-based long-term care service providers, particularly those that see Clients at home.

10.19.3 Subrecipient shall establish procedures to protect all Client information consistent with the terms of this Subaward, any amendments thereto and all applicable laws, and shall not disclose Client information without written consent from County and Client.

10.20 Community Outreach

10.20.1 Subrecipient shall provide Community Outreach, which is defined as actively providing and disseminating Program information to the public on available Services for potential Clients. Subrecipient shall also market the Services to all ethnic groups in each Service area (i.e., Supervisorial District, Region, etc.) in which the Services are being provided by Subrecipient. Subrecipient's outreach efforts shall include, but are not limited to, distribution of information about Services to community members; developing referral sources among providers and community based organizations who work directly with target groups; including representatives of target groups on advisory boards; participating in groups or organizations for vulnerable adults; using culturally appropriate outreach materials; developing additional ways to access Services; utilizing media directed to targets populations; utilizing bilingual Staff; and other strategies to promote access.

All materials must be presented in a culturally sensitive manner by Subrecipient.

10.20.2 Subrecipient shall ensure that information and assistance on Services are provided to all populations including, but not limited to, homeless, veterans and Lesbian-Gay-Bisexual-Transgender individuals.

10.21 **Customer Satisfaction Surveys**

10.21.1 Subrecipient shall conduct ongoing Customer Satisfaction Surveys with Clients and retain a copy of all surveys on file and accessible to County for review. The results of the surveys will be used by Subrecipient to make quality improvements in Services provided to all Clients. Subrecipient may be asked by County to comply with and develop other outcome measures.

10.21.2 Subrecipient shall disseminate the Customer Satisfaction Surveys to all Clients who receive Congregate and/or Home-Delivered Meals.

10.21.3 Subrecipient shall collect all Customer Satisfaction Survey responses, tally them during the closeout period, and submit forms to DASS Program subrecipient annually or as specified by County.

10.22 **Multipurpose Senior Centers**

10.22.1 If Subrecipient operates a Multipurpose Senior Center as defined under Title 42 United States Code Section 3002(36), Subrecipient must adhere to all applicable County, State and Federal guidelines and regulations, including, but not limited to, Title 22 California Code of Regulations Sections 7550 – 7562.

10.22.2 If Subrecipient operates a Multipurpose Senior Center, Subrecipient shall comply with the provisions contained in the following acts:

10.22.2.1 Copeland "Anti-Kickback" Act (Title 18 United States Code Section 874) (Title 29 Code of Federal Regulations Part 3)

10.22.2.2 Davis-Bacon Act (Title 40 United States Code Sections 3141-3142) (Title 29 Code of Federal Regulations Part 5)

10.22.2.3 Contract Work Hours and Safety Standard Act (Title 40 United States Code Sections 327-332) (Title 29 Code of Federal Regulations Part 5)

10.22.2.4 Executive Order 11246 of September 14, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 as supplemented in the Department of Labor Regulations (Title 41 Code of Federal Regulations Part 60).

10.22.3 Subrecipient acknowledges that when an existing facility has been altered using Subaward Sums and is used as a Multipurpose Senior Center, the period of time in which such facility must be used as a Multipurpose Senior Center is as follows:

10.22.3.1 Not less than three (3) years from the date when this Subaward terminates or expires where the Subaward Sums, including the non-federal share, do not exceed thirty thousand dollars ($30,000).

10.22.3.2 If the Subaward Sums exceed thirty thousand ($30,000), the fixed period of time shall not be less than three (3) years from the date when the Subaward terminates or expires, and increased one (1) year for each additional ten thousand dollars ($10,000), or part thereof, to a maximum adjustment factor of seventy-five thousand dollars ($75,000).

10.22.3.3 If the Subaward Sums exceed seventy-five thousand dollars ($75,000), the fixed period of time shall not be less than ten (10) years from the date when the Subaward expires or terminates.

10.23 **Adult Protective Services**

10.23.1 Subrecipient shall make referrals, as needed, to the Adult Protective Services Program (APS) via telephone (877) 477-3646 or online at https://wdacs.lacounty.gov/programs/aps/. Subrecipient shall comply with all mandated reporting guidelines (Welfare and Institution Code (WIC) section 15630).

10.24 **Los Angeles Found Program**

10.24.1 Subrecipient shall make referrals, as needed, to the Los Angeles Found Program, a voluntary tracking system for individuals living with Alzheimer's, dementia, autism or other cognitive impairments. Referrals are to be initiated by calling or e-mailing as follows: (833) 569-7651 or LAFound@wdacs.lacounty.gov.

10.25 **Senior Farmers' Market Nutrition Program**

10.25.1 Subrecipient shall participate in the annual Senior Farmers' Market Nutrition Program (SFMNP). Subrecipient shall distribute SFMNP check booklets at all active Congregate Meal sites within the timeframe designated by County.

11.0 GREEN INITIATIVES

11.1 Subrecipient shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

11.2 Subrecipient shall not use expanded polystyrene (Styrofoam) food and beverage containers in the delivery of food service for both Congregate and Home-Delivered Meals.

11.3 Subrecipient shall purchase products that minimize environmental impacts, toxins, pollution and hazards to worker and community safety to the greatest extent practicable.

11.4 Subrecipient shall purchase, to the extent possible, reusable and durable goods, biodegradable single-use products, products that include recycled content, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, and use wood from sustainable harvested forests.

11.5 Subrecipient shall support strong recycling markets, reduce materials that are put into landfills, and increase the use and availability of environmentally preferable products that protect the environment.

11.6 To the extent practicable, Subrecipient shall not use cleaning or disinfecting products (i.e., for janitorial use) that contain carcinogens, mutagens, or teratogens. These include chemicals listed by the United States Environmental Protection Agency or the National Institute for Occupational Safety and Health on the Topics Release Inventory and those listed under Proposition 65 by the California Office of Environmental Health Hazard Assessment.

11.7 Subrecipient shall notify County's Program Manager of Subrecipient's new green initiatives seven (7) days prior to the commencement of this Subaward.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

12.1 All listings of Services and requirements reflected in Attachment 1 (Performance Requirements Summary Chart) are intended to be completely consistent with this Subaward and this Statement of Work, and are not meant in any case to create, extend, revise, or expand any obligation of Subrecipient beyond this Subaward and this Statement of Work. In any case of apparent inconsistency between Services and requirements as stated in this

Subaward, this Statement of Work, and the Performance Requirements Summary Chart, the meaning apparent in this Subaward and this Statement of Work will prevail. If Subrecipient initiates a request for a review and as a result, County determines any Services seems to be created in Attachment 1 (Performance Requirements Summary Chart) which is not clearly and forthrightly set forth in this Subaward and this Statement of Work then that apparent Service will be null and void and place no requirement on Subrecipient.

ATTACHMENT 1
(PERFORMANCE REQUIREMENTS SUMMARY CHART)

The Performance Requirements Summary (PRS) Chart provides a listing of the minimum requirements that Subrecipient shall adhere to, and it reflects the performances that will be monitored during the Subaward term. The PRS Chart also lists examples of the types of documents that will be used during monitoring, as well as the standards of performance and the acceptable quality level of performance.

All listings of required services or standards used in this PRS Chart are intended to be completely consistent with the terms and conditions of this Subaward and Exhibit A (Statement of Work), and are not meant in any case to create, extend, revise or expand any obligation of Subrecipient beyond that defined in the terms and conditions of the Subaward and Exhibit A (Statement of Work). In any case of apparent inconsistency between required services or standards as stated in the terms and conditions of this Subaward, Exhibit A (Statement of Work) and this Attachment 1, the terms and conditions of the Subaward and Exhibit A (Statement of Work) will prevail in that order.

The PRS Chart reflects the areas that shall be evaluated based on the criteria outlined herein.

Performance Requirement

This is the outcome that Subrecipient shall achieve as a result of providing of Program Services to Clients. These outcomes will be analyzed by County to measure the quality and effectiveness of Subrecipient's Program Services, which may affect the availability for future Program funding (i.e., if Subrecipient does not meet an outcome and does not correct deficiency(ies), County shall remedy the non-compliance according to the method indicated as Remedy(ies) for Non-Compliance).

Reference

The document or source of information from which the Performance Requirement is derived.

Standard(s)

This is the benchmark that the Performance Requirement will be measured against and Subrecipient shall not deviate from this without providing a remedy as requested by County.

Acceptable Quality Level

This is the minimum level (measured as a percentage of the Standard(s)) that is used to compare Subrecipient's actual performance against the Standard(s). During the term of the Subaward, Subrecipient shall achieve, at a minimum, the Acceptable Quality Level (AQL) when completing the Performance Requirement. The AQL for each Performance Requirement is established by County and it provides an assurance to County that Subrecipient is satisfactorily providing Program Services. The AQL is used to determine whether Subrecipient is achieving the Performance Requirement in accordance with the Subaward and Exhibit A (Statement of Work). Any deviation from the Standard will result in non-compliance of that Performance Requirement (i.e., Subrecipient is not providing Program Services according to this Subaward).

Remedy(ies) for Non-Compliance

For non-compliance with the AQL, County, at its sole discretion, has the option to apply the remedy(ies) listed and Subrecipient shall adhere to the remedy(ies) as follows: 1) Corrective Action Plan, 2) Probation, 3) Suspend payment(s), 4) Suspend Subaward, 5) Liquidated damages, 6) Reduce and reallocate funds, 7) Terminate Subaward. and/or 8) Placement in County's Contractor Alert Reporting Database.

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level (AQL)
Food Protection Manager/Food Handler Certificates shall be current.	California Retail Food Code	Current certification as a Food Protection Manager by the National Restaurant Association -ServSafe® or other recognized organization. Employees that are involved in preparation, storage or service in a food facility must possess a current Food Handler's Certificate issued by an American National Standards Institute (ANSI) accredited training provider that meets ASTM International E2659-09 Standard Practice for Certificate Programs. (CFH card only required if a retail provider – exempt if only providing to senior meal programs).	**100%**
Caterer and Central Kitchen HACCP safety and sanitation standards are met and are in compliance with the requirements of the California Retail Code.	Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual	Maintain a monthly monitoring score of 90% or above.	**90%**
Congregate Meal site(s) is in compliance with the HACCP safety and sanitation standards outlined in the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual and the requirements of the California Retail Food Code.	Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual	Maintain a monthly monitoring score of 95% or above.	**95%**
Home-Delivered Meal route HACCP safety and sanitation standards are met and are in compliance with the requirements of the California Retail Code.	Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual	Maintain a minimum monthly monitoring score of 90% or above.	**90%**
Comply with Integrated Pest Management ("IPM") requirements.	Exhibit A (Statement of Work), Subsection 6.7 (Subrecipient's Office) PM AAA-15-06 (Revised)	Maintain a minimum monthly monitoring score of 90% or above.	**90%**
Conduct required Client Assessments.	Exhibit A (Statement of Work), Subsection 10.2.4 (Client Assessment for Congregate Meal Services)	Assess the needs for all Congregate Meal Clients within ten (10) business days of commencement of Congregate Meal services	**100%**
	Exhibit A (Statement of Work), Subsection 10.3.3 (Client Assessment for Home-Delivered Meal Services)	Conduct in-home assessment of the needs for all Home-Delivered Meal Clients within ten (10) business days of commencement of Home Delivered Meal In-Home Assessment also required for all potential Clients that require placement on the Home-Delivered Meal Services Waitlist.	**100%**

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level (AQL)
Conduct required Client Reassessments.	Exhibit A (Statement of Work), Subsection 10.2.4.2 (Congregate Meal Reassessment Requirements) PM AAA-17-07	Reassessment shall be conducted annually for each Congregate Meal Client. A reassessment shall be conducted and entered into the Management Information System during the first quarter (July 1st to September 30th) of each Fiscal Year for all continuing Clients who will receive services that Fiscal Year, regardless of when the last assessment or reassessment was completed.	**100%**
	Exhibit A (Statement of Work), Subsection 10.3.3.2 (Home-Delivered Meal Reassessment Requirements) PM AAA-17-07	Reassessment shall be conducted for every Home-Delivered Meal Client four (4) times per year on a quarterly basis (i.e., every three (3) months). A reassessment shall be conducted and entered into the Management Information System during first quarter (July 1st to September 30) of each Fiscal Year for all continuing Clients who will receive services that Fiscal Year, regardless of when the last assessment or reassessment was completed. Reassessments shall be conducted in the Client's home at least every other quarter.	**100%**
	Exhibit A (Statement of Work), Subsection 10.3.3.3 (Home-Delivered Meal Waiting List Reassessment Requirements)	Conduct an in-home reassessment for all Clients who remain on the waiting list for Home-Delivered Meals on the third (3rd) and ninth (9th) month after the initial assessment.	**100%**
Provide ENP Services to the most Vulnerable and High-Risk Clients.	Exhibit A (Statement of Work), Subsection 10.1.5 (Minimum Services for Vulnerable and High-Risk Clients)	15% of Congregate Meal Clients and 65% of Home-Delivered Meal Clients served will have a Nutrition Risk Score of six (6) or above.	**100%**
Provide Emergency Meals to all Home-Delivered Meal Services Clients.	Exhibit A (Statement of Work), Subsection 10.4 (Emergency Meal Services) PM AAA-15-03	Provide a minimum of three (3) shelf-stable meals, per fiscal year, to all Home-Delivered Meal Clients.	**100%**
Provide telephone reassurance to Home-Delivered Meal Clients.	Exhibit A (Statement of Work), Subsection 10.5 (Telephone Reassurance Services Requirements)	Call every Home-Delivered Meal Client, age 60 or older, receiving Home-Delivered Frozen Meals once per week. Telephonic attempts or leaving voicemail messages does not qualify as Telephone Reassurance Services.	**100%**
		Call every potential Home-Delivered Meal Client, age 60 or older, on Waiting List once per month. Telephonic attempts or leaving voicemail messages does not qualify as Telephone Reassurance Services.	**100%**

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level (AQL)
Maintain current Home-Delivered Meals Waiting List	Exhibit A (Statement of Work), Subsection 10.3.4 (Home-Delivered Meal Wait List Requirements)	Subrecipient must establish and maintain a monthly Home-Delivered Meal Waiting List in the Management Information System. Required completion of the Home-Delivered Meal Program Priority of Service Screening Tool to determine priority placement on the Home-Delivered Meal Waiting List.	100%
Meals shall meet a minimum one-third (1/3) of Dietary Reference Intakes.	Exhibit A (Statement of Work), Subsection 10.1 (General ENP Meal Requirements)	Each meal provided by Subrecipient shall provide a minimum of one-third (1/3) of the current Dietary Reference Intakes (DRI) established by the Food and Nutrition Board, Institute of Medicine, National Academy of Sciences for the elderly population, and follow the most recent Dietary Guidelines for Americans published by the United States Department of Health and Human Services and the United States Department of Agriculture (USDA).	100%
Adhere to the mandatory hours of operation.	Exhibit A (Statement of Work), Section 7.0 (Hours/Days of Work)	Subrecipient's staff shall be available to all Clients, potential Clients, referral sources, as well as County on a minimum five (5) day-a-week (Monday through Friday) basis, eight (8) hours per day for the hours of 8:00 a.m. to 5:00 p.m., (not including County recognized holidays).	100%
Attend County meetings.	Exhibit A (Statement of Work), Subsection 4.2 (Meetings)	Subrecipient shall attend all meetings called by County or its authorized designee.	100%
Provide training to Subrecipient's staff.	Exhibit A (Statement of Work), Subsection 6.6 (Training)	Ensure that Subrecipient's staff, including employees and volunteers, both existing and new, are properly trained in all areas related to providing ENP Services.	100%
		Implement a yearly internal staff training plan developed by the DASS Program subrecipient and approved by County.	100%
Provide Program Services and expend Subaward Sums.	Subaward Terms and Conditions, Paragraph 3.0 (Work)	Subrecipient shall provide Services and expend the Subaward Sum allocated for any Fiscal Year under this Subaward as stated in: Paragraph 5.0 (Subaward Sum); Exhibit A (Statement of Work), Attachment 1 (Performance Requirements Summary Chart); Budget(s); and Mandated Program Services(s).	95%
Submit Budget(s) and Mandated Program Services documents by County's due date.	Subaward Terms and Conditions, Paragraph 3.0 (Work)	At County's request, Subrecipient shall complete the Budget and Mandated Program Services documents and submit these documents by the due date as prescribed by County.	100%
Notify County in writing of any change in name or address of Subrecipient's Project Manager.	Subaward Terms and Conditions, Subparagraph 7.2 (Subrecipient's Project Manager)	Immediately notify County in writing of any change in the name or address of Subrecipient's Project Manager or provide such notification within five (5) business days after the change is effective.	100%
Maintain accurate records related to the Subaward and Program Services.	Subaward Terms and Conditions, Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement)	Subrecipient to maintain all required financial records; employment records; supporting Program documents; proprietary data; information related to its performance of the Subaward; the Subaward; Subaward amendments, addendums and/or modifications; and, all applicable laws, regulations, directives, change notices and guidance.	100%

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level (AQL)
Obtain prior approval before entering into/amending Lower Tier Subaward(s).	Subaward Terms and Conditions, Subparagraph 8.40 (Lower Tier Subaward)	Obtain County's advance written approval prior to entering into a Lower Tier Subaward for any Work by providing a draft copy of the proposed Lower Tier Subaward to County's Contract Manager and allowing County up to sixty (60) days to complete the review process.	**100%**
Maintain current insurance certifications, inspection reports, permits, licenses, etc. and submit to County prior to expiration.	Subaward Terms and Conditions, Subparagraph 8.24 (General Provisions for all Insurance Coverage), Subparagraph 8.25 (Insurance Coverage) and Subparagraph 9.20.3 (Subaward Compliance Documents)	Maintain proof of all current and required insurance coverage for Subrecipient and any Lower Tier Subrecipient(s), inspection reports, permits, and licenses.	**100%**
Prepare and submit corrective action plan(s).	2 CFR 200.511 WDACS Directive CCD-18-03 (Resolution Procedures) WDACS Directive CCD-18-09 (Contractor Alert Reporting Database Procedures)	Submit a corrective action plan(s) at the direction of County and/or County's duly authorized representatives (including, but not limited to, Federal, State and other County agents) within the prescribed timeline.	**100%**
Prepare and submit audit engagement letter.	2 CFR 200.501 WDACS Directive CCD-18-09 (Contractor Alert Reporting Database Procedures) WDACS Directive CCD-18-05 (Audit Requirements)	Submit the audit engagement letter for the single audit by the deadline directed by County.	**100%**
Prepare and submit cost allocation plan.	2 CFR 200.4 WDACS Directive CCD-18-09 (Contractor Alert Reporting Database Procedures) WDACS Directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for WDACS Subawards)	Submit a cost allocation plan which adheres to the requirements outlined in WDACS directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for WDACS Subawards) within the prescribed timeline.	**100%**

ATTACHMENT 2
(COUNTY RECOGNIZED HOLIDAYS)

New Year's Day.....January 1

Martin Luther King Jr.'s Birthday ..... The third Monday in January

Presidents' Day ..... The third Monday in February

Cesar Chavez Day.....The last Monday in March

Memorial Day ..... The last Monday in May

Independence Day .....July 4

Labor Day..... The first Monday in September

Indigenous Peoples Day ..... The second Monday in October

Veteran's Day.....November 11

Thanksgiving Day.....The fourth Thursday in November

Friday after Thanksgiving .....The fourth Friday in November

Christmas .....December 25

*If January 1st, July 4th, November 11th or December 25th fall on a Saturday, the preceding Friday is a holiday.

*If January 1st, July 4th, November 11th or December 25th fall on a Sunday, the following Monday is a holiday.

(Los Angeles County Code Ordinance 96-0003 Section 2, 1996)

ATTACHMENT 3 (COMMUNITY FOCAL POINTS LIST)

CCR Title 22, Article 3, Section 7302(a)(14), 45 CFR Section 1321.53(c), OAA 2006 306(a)

In the form below, provide the current list of designated community focal points and their addresses. This information must match the total number of focal points reported in the National Aging Program Information System (NAPIS) State Program Report (SPR), i.e., California Aging Reporting System, NAPISCare, Section III.D.

Designated Community Focal Point	Address
Alhambra, City of: Joslyn Adult Center	210 North Chapel Avenue Alhambra, CA 91801
Altadena Community Center (CSS)	730 East Altadena Drive Altadena, CA 91001
Altadena Senior Center (CSS)	560 East Mariposa Street Altadena, CA 91001
Altamed Health Service: California Southland Chapter	Site 1: 512 South Indiana Street Los Angeles, CA 90063 Site 2: 4421 Wilshire Boulevard Suite #400 Los Angeles, CA 90010
Armenian Relief Society	518 West Glenoaks Boulevard Glendale, CA 91202
Antelope Valley Senior Center (CSS)	777 West Jackman Street Lancaster, CA 93534
Asian Senior Center (CSS)	14112 South Kingsley Drive Gardena, CA 90249
Avalon Medical Development Corp: Catalina Island Medical Center	100 Falls Canyon Road Avalon, CA 90704
Azusa, City of: Azusa Senior Center /Azusa Recreation & Family Service	Site 1: 740 North Dalton Avenue Azusa, CA 91702 Site 2: 320 North Orange Place Azusa, CA 91702
Bet Tzedek Justice for All	3250 Wilshire Boulevard 13th Floor Los Angeles, CA 90010
Burbank, City of : Joslyn Adult Center /Tuttle Center	Site 1: 1301 West Olive Avenue Burbank, CA 91506 Site 2: 1731 North Ontario Burbank, CA 91505

Centro Maravilla Service Center (CSS)	4716 East Cesar East Chavez Avenue Los Angeles, CA 90022
Cerritos Senior Center	12340 South Street Cerritos, CA 90703
Chinatown Service Center: Little Tokyo Service Center /Korean Health Education, Info. & Research Center	Site 1: 231 East 3rd Street Suite # G106 Los Angeles, CA 90013 Site 2: 3727 West 6th Street Suite #230 Los Angeles, CA 90020 Site 3: 320 South Garfield Avenue Suite#202 Alhambra, CA 91801
Claremont, City of: Joslyn Center /Blaisdell Community Center	Site 1: 660 North Mountain Avenue Claremont, CA 91711 Site 2: 440 South College Avenue Claremont, CA 91711
Culver, City of: Culver City Senior Center / Roxbury Park Community Center	Site 1: 4095 Overland Avenue Culver City, CA 90232 Site 2: 471 South Roxbury Drive Beverly Hills, CA 90212
East Los Angeles Senior Center (CSS)	133 North Sunol Drive Suite# 237 Los Angeles, CA 90063
East Rancho Dominquez Service Center (CSS)	4513 East Compton Boulevard Compton, CA 90221
El Monte, City of: Jack Crippen Multipurpose Senior Center	3120 North Tyler Avenue El Monte, CA 91731
Florence/Firestone Service Center (CSS)	7807 South Compton Avenue Los Angeles, CA 90001
Gardena, City of	1670 West 162th Street Gardena, CA 90247
Glendale, City of : Adult Recreation Center / Sparr Heights Community Center	Site 1: 201 East Colorado Glendale, CA 91205 Site 2: 1613 Glencoe Way, Glendale, CA 91208

Grandparents As Parents, Inc. : Corporate Office / Edelman Court Caregiver Center	Site 1: 22048 Sherman Way #217 Canoga Park, CA 01303 Site 2: 201 Center Plaza Drive – 5th Floor #422 Monterey Park, CA 91754
Human Services Association	6800 Florence Avenue Bell Gardens, CA 90201
Jewish Family Service: West Hollywood Comprehensive Service Center /Freda Mohr Multipurpose Center	Site 1: 7377 Santa Monica Boulevard West Hollywood, CA 90046 Site 2: 330 North Fairfax Avenue Los Angeles, CA 90036
Just Rite Community Program	17715 Chatsworth Street, Suite 210 Granada Hills, CA 91344
Long Beach Senior Center	1150 East 4th Street Long Beach, CA 90802
Los Nietos Senior Center (CSS)	11640 East Slauson Avenue Whittier, CA 90606
Norwalk, City of : Senior Center	14040 San Antonio Drive Norwalk, CA 90650
Office of Samoan Affairs	20715 South Avalon Boulevard Suite# 200 Carson, CA 90746
Oldtimers Foundation	3355 East Gage Avenue Huntington Park, CA 90255
Pomona, City of: Community Service Department	499 East Arrow Hwy Pomona, CA 91767
Potrero Heights Park Community and Senior Center (CSS)	8051 Arroyo Drive Montebello, CA 90640
San Fernando, City of: Las Palmas Park	505 South Huntington Street San Fernando, CA 91340
San Gabriel Valley Service Center (CSS)	1441 Santa Anita Avenue South El Monte, CA 91733
San Gabriel Valley YWCA	943 North Grand Avenue Covina, CA 91724
San Pedro Service Center (CSS)	769 West Third Street San Pedro, CA 90731

Santa Anita Family Service	605 South Myrtle Avenue Morovia, CA 91016
Santa Clarita Valley Community on Aging	22900 Market Street Santa Clarita, CA 91321
Santa Clarita Valley Service Center (CSS)	24271 Main Street Newhall, CA 91321
Senior Care Action Network (SCAN)	2501 Cherry Avenue Suite# 380 Signal Hill, CA 90755
South El Monte, City of : Senior Center	1556 Central Avenue South El Monte, CA 91733
Southeast Area Social Service Funding Authority	10400 Pioneer Boulevard Suite # 9 Santa Fe Springs, CA 90670
Special Services for Groups: Older Adult Division	1730 West Olympic Boulevard Floor 3A Suite 100 Los Angeles, CA 90015
Torrance, City of: Community Services Department, Bartlett Senior Center	1339 Post Avenue. Torrance, CA 90501
Torrance South Bay Family YMCA	2900 West Sepulveda Boulevard Torrance, CA 90505
USC/LA Caregiver Resource Center	3715 McClintock Avenue Los Angeles, CA 90089
Watts Labor Community Action Committee: Bradley Multipurpose Center	10937 South Central Avenue Los Angeles, CA 90059
West Covina, City of	1444 West Garvey Avenue West Covina, CA 91793
Wise & Healthy Aging	1527 4th Street, 2nd Floor Santa Monica, CA 90401
Willowbrook Senior Center (CSS)	12915 South Jarvis Avenue Los Angeles, CA 90401

Los Angeles County Area Agency on Aging

Attachment 4

Agency Name: _____ Client Name: _____ Date: _____

UNIVERSAL INTAKE FORM

Funding Identifier:

Title IIIB ☐ Title C1 ☐ Title C2 ☐ Title IIIE ☐ Title IIIE(G) ☐ Linkages ☐

IDENTIFICATION

1a	Applicant Last Name	First Name	Middle Initial	GetCare ID #
	Date of Birth (D.O.B.)	Age	Social Security # (*Optional*)	
	Home Address *(Number/Street)*	City	State	Zip Code
	Mailing Address *(If different than home address)*	City	State	Zip Code
	Home Phone	Work Phone	Cell Phone	
	Email Address			

DEMOGRAPHICS

1b

Rural Designation
☐ Rural ☐ Urban ☐ Declined to State

Unincorporated City
☐ Yes ☐ No ☐ Declined to State

Sex at birth
☐ Male ☐ Female ☐ Declined to State

Gender
☐ Male ☐ Female ☐ Transgender Female to Male
☐ Transgender Male to Female ☐ Genderqueer/ Gender
☐ Non-binary ☐ Not Listed ☐ Declined to State

Sexual Orientation
☐ Straight/Heterosexual ☐ Bisexual ☐ Gay/Lesbian/Same Gender-Loving ☐ Questioning/Unsure
☐ Not Listed ☐ Declined to State

Veteran ☐ Yes ☐ No ☐ Declined to State

Spouse of Veteran ☐ Yes ☐ No ☐ Declined to State

Race
☐ White ☐ American Indian or Alaska Native ☐ Chinese ☐ Japanese ☐ Filipino ☐ Korean ☐ Vietnamese
☐ Asian Indian ☐ Laotian ☐ Cambodian ☐ Other Asian ☐ Black or African American ☐ Guamanian
☐ Hawaiian ☐ Samoan ☐ Other Pacific Islander ☐ Other Race ☐ Multiple Race ☐ Declined to State

Ethnicity
☐ Not Hispanic/Latino ☐ Hispanic/Latino ☐ Declined to State

Relationship Status ☐ Single (Never Married) ☐ Married ☐ Domestic Partner ☐ Separated ☐ Divorced
☐ Widowed ☐ Declined to State

Agency Name: _____ Client Name: _____ Date: _____

1b Cont.

Type of Residence

☐ House ☐ Apartment ☐ Hotel ☐ Mobile Home

☐ Nursing Home ☐ Residential Care Home

☐ Room and Board ☐ Homeless ☐ Other ☐ Declined to State

Does the individual

☐ Rent ☐ Own ☐ Other

☐ Declined to State

Employment Status

☐ Full-time ☐ Part-time ☐ Retired ☐ Unemployed ☐ Declined to State

Living Arrangement

☐ Lives alone without help ☐ Lives with others without help

☐ Lives alone with help 4 hrs/day or less

☐ Lives with others with help ☐ Declined to State

Federal Poverty Guideline (FPG)

Is your income ☐ At or below 100% FPG

☐ Above 100% FPG

☐ Declined to State

Primary Language

☐ American Sign Language ☐ Arabic ☐ Armenian ☐ Cambodian ☐ Cantonese ☐ Chinese ☐ English

☐ Farsi ☐ French ☐ Korean ☐ Laotian ☐ Mandarin ☐ Japanese ☐ Russian ☐ Spanish ☐ Tagalog

☐ Thai ☐ Vietnamese ☐ Other ☐ Declined to State

Translation needed ☐ Yes ☐ No ☐ Declined to State

EMERGENCY CONTACTS

2	Contact Last Name		First Name		Middle Initial
Address *(Number/Street)*			City	State	Zip Code
Home Phone	Work Phone		Cell Phone	Relationship	
Contact Name (*Last, First, Middle Initial*) – *Optional*					
Address *(Number/Street)*			City	State	Zip Code
Home Phone	Work Phone		Cell Phone	Relationship	
Primary Physician				Office Phone	
Physician's Address			City	State	Zip Code

Agency Name: _____ Client Name: _____ Date: _____

BENEFITS

3	Are you currently receiving Social Security Benefits? ☐ Yes ☐ No ☐ Declined to State	Do you currently receive Supplemental Security Income (SSI) Benefits? ☐ Yes ☐ No ☐ Declined to State

Do you participate in CalFresh (Food Stamps, SNAP, EBT)?

☐ Yes ☐ No ☐ Declined to State

Do you have Health Insurance? ☐ Yes ☐No ☐ Declined to State	Health Insurer's Name	Policy Number: *(Optional)*
Do you receive Medi-Cal? ☐ Yes ☐ No ☐ Declined to State	Medi-Cal # *(Optional)* Issue date:	Do you receive Medicare? ☐ Yes ☐ No ☐ Declined to State

Do you receive In-Home Supportive Services *(IHSS)?* ☐ Yes ☐ No ☐ Declined to State

Do you receive any additional benefits? (i.e., Veterans Benefits, CAPI, etc.)

REFERRAL INFORMATION

4 Referral Source

Last Name	First Name	Phone	
Address	City	State	Zip Code

Presenting Problems/Services Requested/Comments/Follow-up:

NUTRITIONAL RISK FACTORS

5 **NUTRITIONAL RISK FACTORS**
(Add the numbers from each checked box to determine Nutrition Risk Score)

I have an illness or condition that made me change the kind and/or amount of food I eat.	2 ☐ Yes	☐ No	☐ Declined to State
I eat fewer than 2 meals per day.	3 ☐ Yes	☐ No	☐ Declined to State
I eat few fruits or vegetables or milk products.	2 ☐ Yes	☐ No	☐ Declined to State
I have 3 or more drinks of beer, liquor or wine almost every day.	2 ☐ Yes	☐ No	☐ Declined to State
I have tooth or mouth problems that make it hard for me to eat.	2 ☐ Yes	☐ No	☐ Declined to State
I don't always have enough money to buy the food I need.	4 ☐ Yes	☐ No	☐ Declined to State
I eat alone most of the time.	1 ☐ Yes	☐ No	☐ Declined to State
I take 3 or more different prescribed or over-the-counter drugs a day.	1 ☐ Yes	☐ No	☐ Declined to State
Without wanting to, I have lost or gained 10 pounds in the last 6 months.	2 ☐ Yes	☐ No	☐ Declined to State
I am not always physically able to shop, cook and/or feed myself.	2 ☐ Yes	☐ No	☐ Declined to State
Total Nutritional Risk Score		(If total is 6 or more, participant is at **High** Nutritional Risk)	

Agency Name: _____ Client Name: _____ Date: _____

ADL/IADL RISK FACTORS & DISABILITY FACTORS

6 ACTIVITIES OF DAILY LIVING (ADL)/INSTRUMENTAL ACTIVITIES OF DAILY LIVING (IADL) RISK FACTORS & DISABILITY FACTORS *(Excluding Title IIIE Caregiver Program)*

Activities of Daily Living *(ADL)*

	Independent	Verbal Assistance	Some Human Help	Lots of Human Help	Dependent	Declined to State
Eating	☐	☐	☐	☐	☐	☐
Bathing	☐	☐	☐	☐	☐	☐
Toileting	☐	☐	☐	☐	☐	☐
Transferring	☐	☐	☐	☐	☐	☐
Walking	☐	☐	☐	☐	☐	☐
Dressing	☐	☐	☐	☐	☐	☐

Instrumental Activities of Daily Living *(IADL)*

	Independent	Verbal Assistance	Some Human Help	Lots of Human Help	Dependent	Declined to State
Meal Preparation	☐	☐	☐	☐	☐	☐
Shopping	☐	☐	☐	☐	☐	☐
Med. Mgmt.	☐	☐	☐	☐	☐	☐
Money Mgmt.	☐	☐	☐	☐	☐	☐
Using Phone	☐	☐	☐	☐	☐	☐
Hvy. Housework	☐	☐	☐	☐	☐	☐
Lt. Housework	☐	☐	☐	☐	☐	☐
Transportation	☐	☐	☐	☐	☐	☐

Disability Factors

☐ Visually Impaired ☐ Hearing Impaired ☐ Speech Impaired

☐ Physically Impaired ☐ Walking Aid ☐ Wheelchair

☐ Bedbound ☐ Memory Impaired ☐ Depression

☐ Cognitively Impaired ☐ None ☐ Declined to State

Recent Hospital Discharge ☐Yes ☐ No

☐ Declined to State

Date of Discharge

Date To Stop Service

Hospital

Diabetic

☐ Yes ☐ No

☐ Declined to State

Have you been diagnosed with Alzheimer's or a related neurological disorder?

☐ Yes ☐ No ☐ Declined to State

Agency Name: _____ Client Name: _____ Date: _____

TITLE IIIE CARE RECEIVER DEMOGRAPHICS

7 TITLE IIIE CARE RECEIVER DEMOGRAPHICS

Please make additional copies of Section 7 & 8 if more than one Care Receiver

Caregiver Relationship: ☐ Spouse ☐ Domestic Partner ☐ Sibling ☐ Son/Son-in-Law ☐ Daughter/Daughter-in-Law ☐ Grandparent ☐Other Relative ☐ Non-Relative ☐Other ☐ Declined to State

Care Receiver Last Name	First Name	Middle Initial	Care Receiver GetCare ID #

Address (Number & Street)	City	State	Zip Code

Rural Designation	Unincorporated City
☐ Rural ☐ Urban ☐ Declined to State	☐ Yes ☐ No ☐ Declined to State

Home Phone	Work Phone	Cell Phone	Emergency Contact Phone

Date of Birth (D.O.B.)	Age	Gender ☐ Male ☐ Female ☐ Declined to State

Social Security # (Optional)	Email Address

Veteran	Spouse of Veteran
☐ Yes ☐ No ☐ Declined to State	☐ Yes ☐ No ☐ Declined to State

Race

☐ White ☐ American Indian or Alaska Native ☐ Chinese ☐ Japanese ☐ Filipino ☐ Korean ☐ Vietnamese

☐ Asian Indian ☐ Laotian ☐ Cambodian ☐ Other Asian ☐ Black or African American ☐ Guamanian

☐ Hawaiian ☐ Samoan ☐ Other Pacific Islander ☐ Other Race ☐ Multiple Race ☐ Declined to State

Ethnicity

☐ Not Hispanic/Latino ☐ Hispanic/Latino ☐ Declined to State

Relationship Status

☐ Single *(Never Married)* ☐ Married ☐ Domestic Partner ☐ Separated ☐ Divorced ☐ Widowed

☐ Declined to State

Type of Residence	Does the individual	Living Arrangement
☐ House ☐ Apartment ☐ Hotel ☐ Mobile Home ☐ Nursing Home ☐ Residential Care Home ☐ Room and Board ☐ Homeless ☐ Other ☐ Declined to State	☐ Rent ☐ Own ☐ Other ☐ Declined to State	☐ Alone ☐ Not Alone ☐ Declined to State

Receive In-Home Supportive Services *(IHSS)?*	Federal Poverty Guideline (FPG) Is your Care Receiver income
☐ Yes ☐ No ☐ Declined to State	☐ At or below 100% FPG ☐ Above 100% FPG ☐ Declined to State

Have Health Insurance?	Receive Medicare?	Receive Social Security?	Receive Medi-Cal?
☐ Yes ☐ No ☐ Declined to State	☐ Yes ☐ No ☐ Declined to State	☐ Yes ☐ No ☐ Declined to State	☐ Yes ☐ No ☐ Declined to State

Agency Name: _____ Client Name: _____ Date: _____

TITLE IIIE CARE RECEIVER ADL/IADL RISK FACTORS & DISABILITY FACTORS

8 TITLE IIIE CARE RECEIVER ACTIVITIES OF DAILY LIVING (ADL)/ INSTRUMENTAL ACTIVITIES OF DAILY LIVING (IADL) RISK FACTORS & DISABILITY FACTORS

Activities of Daily Living *(ADL) (Grandchildren exempt)*

	Independent	Verbal Assistance	Some Human Help	Lots of Human Help	Dependent	Declined to State
Eating	☐	☐	☐	☐	☐	☐
Bathing	☐	☐	☐	☐	☐	☐
Toileting	☐	☐	☐	☐	☐	☐
Transferring	☐	☐	☐	☐	☐	☐
Walking	☐	☐	☐	☐	☐	☐
Dressing	☐	☐	☐	☐	☐	☐

Instrumental Activities of Daily Living *(IADL) (Grandchildren exempt)*

	Independent	Verbal Assistance	Some Human Help	Lots of Human Help	Dependent	Declined to State
Meal Preparation	☐	☐	☐	☐	☐	☐
Shopping	☐	☐	☐	☐	☐	☐
Med. Mgmt.	☐	☐	☐	☐	☐	☐
Money Mgmt.	☐	☐	☐	☐	☐	☐
Using Phone	☐	☐	☐	☐	☐	☐
Hvy. Housework	☐	☐	☐	☐	☐	☐
Lt. Housework	☐	☐	☐	☐	☐	☐
Transportation	☐	☐	☐	☐	☐	☐

Disability Factors

☐ Visually Impaired ☐ Hearing Impaired ☐ Speech Impaired ☐ Physically Impaired ☐ Walking Aid

☐ Wheelchair ☐ Bedbound ☐ Memory Impaired ☐ Depression ☐ Cognitively Impaired ☐ None

☐ Declined to State

Diabetic

☐Yes ☐ No

☐ Declined to State

Has Care Receiver been diagnosed with Alzheimer's or a related neurological disorder?

☐ Yes ☐ No ☐ Declined to State

Agency Name: _____ Client Name: _____ Date: _____

CERTIFICATION

CERTIFICATION	**9**	***CERTIFICATION*** *(To be completed by Interviewer and signed by Client)* *I certify that the information on this form, provided to me by the client, is accurate and true to the best of my abilities. I also certify that I have informed the Client that this information may be shared with other providers for the purpose of providing services. Client signature establishes agreement to services.*
	Completed by (Print Name)	*Phone*
	Signature	*Date*
	Client Name (Print)	
	Client Signature	*Date*

DISENROLLMENT

DISENROLLMENT	**10**	**REASON FOR DISENROLLMENT** — *Date of disenrollment:*

☐ Deceased ☐ Moved Out of Service Area ☐ No Longer Desires Services ☐ No Longer SNF Certifiable

☐ No Longer Medi-Cal Eligible ☐ Institutionalization ☐ High Cost of Services ☐ Won't Follow Care Plan

☐ On Hold ☐ Service No Longer Needed ☐ Past Active ☐ On Waiting List ☐ Other Reason

NOTES:

Thank you for completing the Universal Intake Form (UIF). As the aging population grows and funding remains limited, it is vital to capture this critical information to reinforce and substantiate the increased demand for older adult services. This information will assist the Los Angeles County Area Agency on Aging (AAA) in identifying unmet needs, effectively developing plans, and better coordinate services to meet your needs.

ATTACHMENT 5 (SUBAWARD DISCREPANCY REPORT)

SUBAWARD DISCREPANCY REPORT

TO:
FROM:

Date Prepared: _____

Returned by Subrecipient: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____
Signature of County Representative Date

SUBCONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____
Signature of Contractor Representative Date

COUNTY EVALUATION OF SUBCONTRACTOR RESPONSE: _____

_____

_____

_____ _____
Signature of Contractor Representative Date

COUNTY ACTIONS: _____

_____

_____

SUBCONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date: _____

Subcontractor Representative's Signature and Date _____

ATTACHMENT 6
(EMERGENCY AND DISASTER PLAN BASIC REQUIREMENTS)

A. Emergency and Disaster Plan Mission and Introductory Statement

The mission and introductory statement could be the local Office of Emergency Services (OES) statement, or an expansion of it. The mission and introductory statement should include the following elements:

- How the agency will maintain the continuity of agency services to program recipients during and following disaster and emergency events.
- How the agency will advocate on behalf of older individuals, and their family caregivers within their PSA, to assure that the special needs of older individuals are adequately met, during and following the event.

The agency's mission and introductory statement might also include how the agency will:

- Assist older individuals and their family caregivers, who have additional needs resulting from a disaster or an emergency event.
- Provide information and assistance to stakeholders on how to be prepared to meet their own needs during and following the event.
- Focus on resuming services as quickly as possible following the event.
- Collaborate with local disaster preparedness partners to coordinate services for older individuals and their family caregivers within their PSA.
- Prepare for a change in both service demands and in the individual needs of clients currently being served by the agency's network.

B. Business Continuity Plan

Develop a Business Continuity Plan (BCP) for your agency to ensure that your mission can be carried out. The BCP should:

- Provide a brief statement describing the plan for service-continuity following a disaster if normal resources are unavailable or demand exceeds capacity.
- List any MOU or vendor agreements that are in place to provide emergency backup for operations or key resources.
- Have a copy of each signed agreement in an appendix to the plan and on a data-storage device, and review and revise the agreements on an annual basis to assure they remain current.
- Include a contingency plan for staff that are absent or unable to complete their assigned duties.
- Include a system to track emergency expenditures, since they may be reimbursable.
- Emphasize communications, backup systems for data, emergency service delivery options, community resources, and transportation.

C. Emergency Response Organization Chart

The chart should include the name, title, and contact information of staff included in disaster and emergency related activities. Outline the relationships and responsibilities for each person responsible for each function:

- Management - who will take charge, delegate responsibilities, and provide overall direction?

- Operations – who will perform the actions required to get people to safety, restore services, and meet needs or help with recovery?
- Planning – who will gather information and communicate assessments about the emergency and related needs?
- Logistics – who will obtain resources that operations may require?
- Finance – who will track expenditures, hours worked, and document events as they occur?

D. Roster of Critical Local Contacts in an Emergency

Include a roster of all contact/agency resources for your Planning and Service Area.
The roster should include at least the following:

- Local OES contact information for each county/city within the PSA.
- First responders and law enforcement agencies (Fire, Police, Sheriff).
- Hospitals in the service area.
- American Red Cross and other private relief organizations.
- Community disaster preparedness groups, such as Volunteer Organizations Active in Disasters (VOAD).
- Telephone or communication tree, individuals on the Agency's Disaster Preparedness Organizational Chart, and order of contact priority.
- Media – local news/emergency broadcast radio and television stations.
- Any additional contacts as appropriate for your community (Ministerial Alliance/Council of Churches).
- Citizen-band clubs or HAM radio operators.

Roster of Critical Local Contacts in an Emergency (Sample)

Agency Name: _____ County/City: _____ Roster Date: _____

Agency	**Contact Name/Title**	**Contact Telephone Numbers**	**Contact Email Address**
Example: Local Office of Emergency Services	John Doe, Director of Special Needs Population	Work: Cell: Fax: Home:	Jdoe@lacounty.gov

E. Communication Plan

The Communication plan should include at least the following: first responders, agency staff, service providers, community partners, media, volunteers, clients, local Office of Emergency Services, and the AAA Emergency Coordinator.

Communication Plan (Sample)
(Earthquake scenario used as an example – other scenarios can be substituted)

Who	How	What	When	Where	Why
Who needs to know	How will the message be communicated	What message do you want to convey them	When do they need to know or what is the date/time for the information	Where are the areas affected, providers affected, geographic area, locations of services	Why do they need this information
Service Providers	Telephone, email, cellular phone	Location of elderly and disabled shelter locations	Dates shelters are expected to be in operation	Address and contact information for shelters	Regular shelters are not available for special needs victims

ATTACHMENT 7
(SITE EMERGENCY RESOURCE SURVEY)

Organization Name: _____

Organization Address: _____

Organization Emergency Coordinator's Name: _____

Organization Emergency Coordinator's Phone Number: _____

After Hours or Cell Phone Number: _____

Organization Emergency Coordinator Email Address: _____

1. Given the need to shelter people (especially older individuals and individuals with disabilities) in the community following a major disaster, could your facility provide temporary shelter space for one or two days?

   ____Yes ___No ___Maybe (w/ training & support)

   If different from the address listed above, please attach the address of each facility to this survey.

2. If you answered "Yes," to question number 1, how many people can you accommodate? (Please check your best estimate)

   ___ 1 to 25 ___26 to 50 ___ 51 to 75

   ___76 to100 ___101 or more (please specify:_____)

3. In an emergency or disaster, what resources (or supplemental services) could your organization provide? Check all that apply.

   _____ Counseling Services
   _____ Temporary Housing
   _____ Home/Neighborhood Cleanup
   _____ Site for Food/Water
   _____ Storage Distribution
   _____ Emergency Power/Generator
   _____ Emergency First Aid
   _____ Volunteers
   _____ Kitchen/Cooking Facilities
   _____ Other (please indicate below):

4. Following a major emergency or disaster, could your facility assist in transporting older individuals and individuals with disabilities to disaster services?

____ Yes (assuming the resources are not in use) ___ No

If you responded "Yes", what transportation resources does your organization have? Please enter quantity of potentially available transportation resources.

___ Passenger Sedan(s)
___ Trucks (Including Pickups)
___ Other (please indicate below):
___ Vans (Passenger or Cargo)
___ Vans with Wheelchair Lifts

5. Please indicate the support that your organization could provide with language translation, including sign language, at disaster service centers. List languages (other than English):

6. Given the community that your organization serves, would you be able to help in assessing the needs of older individuals in that community or neighborhood following an emergency or disaster?

___ Yes ___ No ___ Maybe (depending on resources at the time)

Please indicate the names of the areas, neighborhoods, or communities where you would be able to assess the needs of older individuals?

For organizations that provide meal services:

1. Please indicate the type of meal services that your organization provides. Check all that apply.

   ____ Congregate Meals ____ Home-delivered Meals

2. Given your resources, could your organization expand meal services following an emergency or disaster to meet the needs in the community?

   ____ Yes ___ No

   If yes, provide the following information for each site that will be able to have expanded meal services:

   Site Name: _____

   Site Address:_____

   Site Number: _____

   Site Emergency Coordinator Name: _____

   Site Emergency Coordinator After Hours or Cell Phone Number: _____

   Site Emergency Coordinator E-mail:_____

After completing this survey, please send an electronic copy to Miguel Robleto, Human Services Administrator, at mrobleto@wdacs.lacounty.gov or mail it to:

Miguel Robleto
3333 Wilshire Blvd., Suite #400
Los Angeles, CA 90010

**It is the responsibility of the AAA Contractor to contact the AAA Emergency Coordinator or designee if there are any changes to the survey. An updated and completed survey must be provided.*

ATTACHMENT 8 (SITE SUMMARY)

Program Services:	TITLE III C-1 PROGRAM SERVICES (CONGREGATE MEAL SERVICES)
Fiscal Year:	2020-2021
Subaward Number:	ENP202104
Subrecipient's Legal Name:	City of El Monte

Main Administrative Office Address	City	State	Zip Code
11001 Mildred Street	El Monte	Ca	91731

Mailing Address (if different from above)	City	State	Zip Code
3120 Tyler Avenue	El Monte	Ca	91731

Prefix	Authorized Representative	Job Title	Phone Number	Ext.	E-Mail Address
Mr.	Salvador Mendez	Acting Director	626.580.2205	[Enter]	salmendez@elmonteca.gov

Prefix	Primary/Secondary Contact for Program	Job Title	Phone Number	Ext.	E-Mail Address
Ms.	Jessica Zuniga	Acting Supervisor	626.258.8612	[Enter]	jzuniga@elmonteca.gov

COUNTY USE ONLY	
Assigned Program Analyst:	Sheri Stanton

Program Services: TITLE III C-1 PROGRAM SERVICES (CONGREGATE MEAL SERVICES)

Fiscal Year: 2020-2021

Subaward Number: ENP202104

Subrecipient's Legal Name: City of El Monte

I. SITE SUMMARY

(A) CONGREGATE MEAL SITE			(B) SITE MANAGER		(C) DAYS/HOURS OF OPERATION [NOTE 1]			
					(1) BUSINESS OPERATIONS [NOTE 2]	(2) MEAL SERVICES		
(1) NAME	(2) ADDRESS AND PUBLIC PHONE NUMBER	(3) SITE PHONE NUMBER	(1) NAME	(2) PHONE NUMBER		BREAKFAST [NOTE 3]	LUNCH [NOTE 4]	DINNER [NOTE 5]
Jessica Zuniga	3120 Tyler Avenue El Monte, CA 91731 626.580.2210	626.580.2210	Diamond Garcia	626.580.2210	M-Th 7:30AM-5:30PM F 8:00AM-	[Enter]	X	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]

Note 1: Use the following information to complete this section:
Note 2: Enter the days and hours of operation during which the site is open for business.
Note 3: Enter the days and hours during which the site serves meals for breakfast. If the site does not provide breakfast then enter "Not Applicable" or "N/A".
Note 4: Enter the days and hours during which the site serves meals for lunch. If the site does not provide lunch then enter "Not Applicable" or "N/A".
Note 5: Enter the days and hours during which the site serves meals for dinner. If the site does not provide dinner then enter "Not Applicable" or "N/A".

ATTACHMENT 9
(GUIDELINES FOR DEVELOPING SITE SUMMARY)

GENERAL INFORMATION

1. Please use the following guidelines to complete the electronic version of Attachment 8 (Site Summary) which has been developed as an Excel workbook.
2. The Site Summary for the Title III C-1 Program Services workbook includes several sheets which are labeled as follows:
    a. Cover Page
    b. Site Summary
3. Guidelines for completing the requested information for each sheet in the workbook are included herein and these guidelines are listed in the same order as the sheets are ordered in the workbook.
4. The workbook has been protected to prevent changes to specific cells. Subrecipient shall provide information in the cells which are not protected. Please do not attempt to circumvent the protection that has been enabled in the workbook. County will take appropriate remedies against Subrecipient when County discovers any such attempts to alter the workbook in any manner. Such remedies may include (but are not limited to) those outlined in Subparagraph 9.18 (Remedies for Non-Compliance) of the Subaward.
5. The workbook has been configured to automatically populate certain cells such as Program Services, Fiscal Year, Subaward Number, etc. on specific sheets.
6. In order to maintain the integrity of the workbook, do not use formulas or decimals to enter information into any cell (unless expressly authorized in an instruction).
7. The information provided in Attachment 8 (Site Summary) may be used publically (e.g., directories, County's website, brochures, etc.).
8. To enter a hard return within a cell, press "Alt" and "Enter".
9. Subrecipient shall maintain documentation to support the information provided in this workbook. Upon request by County, Subrecipient shall make such documentation available to County within the timeframe and manner as designated by County.

COVER PAGE

1. The Cover Page provides information about Subrecipient such as its legal name, address, contacts, etc.

2. Enter all requested information that is indicated by the blue font. Please note that some of this information (i.e., Program Services, Fiscal Year, Subaward Number, etc.) will automatically populate on all other sheets of the workbook.
3. **Program Services**
    a. The title of the Program Services is pre-populated. This workbook has been developed for Title III C-1 Program Services ("Program Services" or "Program").
4. **Fiscal Year**
    a. Identify the Fiscal Year for which the Program Services are being provided by using the following format: 2020-2021.
5. **Subaward Number**
    a. Enter the Subaward number as provided by County in the funding allocation letter. If you need assistance in identifying the Subaward number, contact your agency's assigned Contract Analyst.
6. **Subrecipient's Legal Name**
    a. Enter the full legal name of Subrecipient's organization (please do not abbreviate). The name listed herein must match the name on Subrecipient's articles of incorporation, business license, city charter or bylaws.
7. **Main Administrative Office Address**
    a. Enter the address (street number and name, suite number, city, state and zip code) of the official representative who is authorized to sign for Subrecipient ("Authorized Representative") on this line. County will use this information to send correspondence to Authorized Representative.
8. **Mailing Address (if different from above)**
    a. If the main administrative office address and the mailing address are the same, enter the following language on the mailing address line: Same as Admin Office. Otherwise, if these two (2) addresses are different then enter the address (street number and name, suite number, city, state and zip code). County will use this information to send correspondence to primary/secondary contact.
9. **Authorized Representative**
    a. Enter the name of the individual who has been authorized to sign legally binding documents on behalf of Subrecipient's organization where such authorization has been decreed through organization's board resolution or other authorizing document.
    b. Prefix: Enter the appropriate prefix for Authorized Representative.

c. Job Title: Enter the title of Authorized Representative. Please abbreviate the job title if the title does not fit in the cell.

d. Phone Number and Ext.

   i. Enter the phone number of Authorized Representative where this individual can be reached directly. When entering the phone number, enter only numbers without spaces, hyphens, parenthesis or any additional characters (i.e.,2137304414). The result will display in the correct format (i.e., (213) 730-4414).

   ii. If the phone number is not a direct number then enter the extension where the individual can be reached directly. When entering the extension, enter only numbers without spaces, hyphens, parenthesis or any additional characters (i.e., 8667).

e. E-Mail Address: Enter the e-mail address of Authorized Representative.

10. **Primary/Secondary Contact for Program**

a. Enter the name of the individual who is responsible for overseeing the day-to-day Program Services.

b. Prefix: Enter the appropriate prefix for primary/secondary contact.

c. Job Title: Enter the title of the primary/secondary contact. Please abbreviate the job title if the title does not fit in the cell.

d. Phone Number and Ext.

   i. Enter the phone number of the primary/secondary contact for Program where this individual can be reached directly. When entering the phone number, enter only numbers without spaces, hyphens, parenthesis or any additional characters (i.e.,2137304414). The result will display in the correct format (i.e., (213) 730-4414).

   ii. If the phone number is not a direct number then enter the extension where the individual can be reached directly. When entering the extension, enter only numbers without spaces, hyphens, parenthesis or any additional characters (i.e., 8667).

e. E-Mail Address: Enter the e-mail address of the primary/secondary contact.

SECTION (SITE SUMMARY)

1. This sheet provides specific information that describes the location, point of contact, hours of operation, etc. for each Congregate Meal site that Subrecipient will serve. This information is presented under the following Columns (and an explanation will be provided for each):
    a. Column (A) Congregate Meal Site
    b. Column (B) Site Manager
    c. Column (C) Days/Hours of Operation
2. **Column (A) Congregate Meal Site**
    a. **Column (1) Name**
        i. Enter the site's name.
        ii. The Congregate Meal sites listed herein shall match those sites listed in Exhibit X1 (Mandated Program Services for Title III C-1 Program), Section II (Services by Month), Column (B) Site Name.
    b. **Column (2) Address and Public Phone Number**
        i. Provide the address of the physical location of the Congregate Meal site.
        ii. Provide the public phone number that can be used by the general public to contact the main site.
        iii. Provide the site's phone number that can be used to directly contact onsite meal staff.
3. **Column (B) Site Manager**
    a. **Column (1) Name**
        i. Enter the full name of the site's manager.
    b. **Column (2) Phone Number**
        i. Enter the direct telephone number of the site's manager.
4. **Column (C) Days/Hours of Operation**
    a. Use the following information to complete this section:
        i. Enter the day(s) as follows: Monday = M; Tuesday = T; Wednesday = W; Thursday = Th; Friday = F; Saturday = S; and Sunday = Su
        ii. Enter the hours as follows: 8:00 a.m. – 10:30 a.m.
        iii. Example 1: a site which provides Services on Monday, Wednesday and Friday between 11:00 a.m. to 1:00 p.m. and

Tuesday and Thursday between 4:00 p.m. to 6:00 p.m. would enter the following information: M,W,F (11:00 a.m. – 1:00 p.m.) T,Th (4:00 p.m. – 6:00 p.m.).

a. **Column (1) Business Operations**

   i. Enter the site's days and hours of operation during which the site is open for business.

b. **Column (2) Meal Services**

   ii. Breakfast: Enter the days and hours during which the site serves meals for breakfast. If the site does not provide breakfast then enter "Not Applicable" or "N/A".

   iii. Lunch: Enter the days and hours during which the site serves meals for lunch. If the site does not provide lunch then enter "Not Applicable" or "N/A".

   iv. Dinner: Enter the days and hours during which the site serves meals for dinner. If the site does not provide dinner then enter "Not Applicable" or "N/A".

ATTACHMENT 10 (ROUTE SUMMARY)

Program Services:	**TITLE III C-2 PROGRAM SERVICES (HOME-DELIVERED MEAL SERVICES)**
Fiscal Year:	2020-2021
Subaward Number:	[Enter Subaward Number]
Subrecipient's Legal Name:	[Enter Legal Name]

[Enter Address]	[Enter City]	[Enter State]	[Enter Zip Code]
Main Administrative Office Address	**City**	**State**	**Zip Code**

{Enter Address]	[Enter City]	[Enter State]	[Enter Zip Code]
Mailing Address (if different from above)	**City**	**State**	**Zip Code**

Mr./Ms.	[Enter Name]	[Enter Title]	[Enter Number]	[Enter]	[Enter E-mail]
Prefix	**Authorized Representative**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**

Mr./Ms.	[Enter Name]	[Enter Title]	[Enter Number]	[Enter]	[Enter E-mail]
Prefix	**Primary/Secondary Contact for Program**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**

COUNTY USE ONLY	
Assigned Program Analyst:	

Program Services: TITLE III C-2 PROGRAM SERVICES (HOME-DELIVERED MEAL SERVICES)

Fiscal Year: 2020-2021

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Legal Name]

I. ROUTE SUMMARY

(A) HOME-DELIVERED MEAL ROUTE NAME	(B) LOCATION OF MEAL PACKAGING FACILITY (NAME AND ADDRESS)	(C) CLIENT ZIP CODE(S) SERVED BY ROUTE	(D) VEHICLE INFORMATION			(E) DELIVERY DAY(S)/TIME(S)	
			(1) YEAR/MAKE/ MODEL	(2) STAFF DRIVER'S NAME	(3) VOLUNTEER DRIVER'S NAME	(1) START [NOTE 1]	(2) END [NOTE 2]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[EnterYear/Make/ Model]	[Enter Name]	[Enter Name}	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[EnterYear/Make/ Model]	[Enter Name]	[Enter Name}	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[EnterYear/Make/ Model]	[Enter Name]	[Enter Name}	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[EnterYear/Make/ Model]	[Enter Name]	[Enter Name}	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[EnterYear/Make/ Model]	[Enter Name]	[Enter Name}	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[EnterYear/Make/ Model]	[Enter Name]	[Enter Name}	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[EnterYear/Make/ Model]	[Enter Name]	[Enter Name}	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[EnterYear/Make/ Model]	[Enter Name]	[Enter Name}	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[EnterYear/Make/ Model]	[Enter Name]	[Enter Name}	[Enter]	[Enter]

Program Services: TITLE III C-2 PROGRAM SERVICES (HOME-DELIVERED MEAL SERVICES)

Fiscal Year: 2020-2021

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Legal Name]

I. ROUTE SUMMARY

(A) HOME-DELIVERED MEAL ROUTE NAME	(B) LOCATION OF MEAL PACKAGING FACILITY (NAME AND ADDRESS)	(C) CLIENT ZIP CODE(S) SERVED BY ROUTE	(D) VEHICLE INFORMATION			(E) DELIVERY DAY(S)/TIME(S)	
			(1) YEAR/MAKE/ MODEL	(2) STAFF DRIVER'S NAME	(3) VOLUNTEER DRIVER'S NAME	(1) START [NOTE 1]	(2) END [NOTE 2]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[EnterYear/Make/ Model]	[Enter Name]	[Enter Name}	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[EnterYear/Make/ Model]	[Enter Name]	[Enter Name}	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[EnterYear/Make/ Model]	[Enter Name]	[Enter Name}	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[EnterYear/Make/ Model]	[Enter Name]	[Enter Name}	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[EnterYear/Make/ Model]	[Enter Name]	[Enter Name}	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[EnterYear/Make/ Model]	[Enter Name]	[Enter Name}	[Enter]	[Enter]

Note 1: Enter the day(s) and the time when the meal delivery for the route starts by using the following information:
1. Enter the day(s) of delivery: Monday = M; Tuesday = T; Wednesday = W; Thursday = Th; Friday = F; Saturday = Sa; Sunday = Su
2. Enter the delivery start time (e.g., 8:00 a.m.)
3. Example: When delivery of Services occurs on Monday, Wednesday and Friday starting at 6:00 a.m. and Tuesday and Thursday starting at 8:00 a.m., enter the following information: M,W,F (6:00 a.m.) T,Th (8:00 a.m.).
Note 2: Enter the day(s) and the time when the meal delivery for the route ends by using the following information:
1. Enter the day(s) of delivery: Monday = M; Tuesday = T; Wednesday = W; Thursday = Th; Friday = F; Saturday = Sa; Sunday = Su
2. Enter the delivery ending time (e.g., 12:00 p.m.)
3. Example: When delivery of Services occurs on Monday, Wednesday and Friday ending at 10:00 a.m. and Tuesday and Thursday ending at 12:00 p.m., enter the following information: M,W,F (10:00 a.m.) T,Th (12:00 p.m.)

ATTACHMENT 11
(GUIDELINES FOR DEVELOPING ROUTE SUMMARY)

GENERAL INFORMATION

1. Please use the following guidelines to complete the electronic version of Attachment 10 (Route Summary) which has been developed as an Excel workbook.
2. The Route Summary for the Title III C-2 Program Services workbook includes several sheets which are labeled as follows:
    a. Cover Page
    b. Route Summary
3. Guidelines for completing the requested information for each sheet in the workbook are included herein and these guidelines are listed in the same order as the sheets are ordered in the workbook.
4. The workbook has been protected to prevent changes to specific cells. Subrecipient shall provide information in the cells which are not protected. Please do not attempt to circumvent the protection that has been enabled in the workbook. County will take appropriate remedies against Subrecipient when County discovers any such attempts to alter the workbook in any manner. Such remedies may include (but are not limited to) those outlined in Subparagraph 9.18 (Remedies for Non-Compliance) of the Subaward.
5. The workbook has been configured to automatically populate certain cells such as Program Services, Fiscal Year, Subaward Number, etc. on specific sheets.
6. In order to maintain the integrity of the workbook, do not use formulas or decimals to enter information into any cell (unless expressly authorized in an instruction).
7. The information provided in Attachment 10 (Route Summary) may be used publically (e.g., directories, County's website, brochures, etc.).
8. To enter a hard return within a cell, press "Alt" and "Enter".
9. Subrecipient shall maintain documentation to support the information provided in this workbook. Upon request by County, Subrecipient shall make such documentation available to County within the timeframe and manner as designated by County.

COVER PAGE

1. The Cover Page provides information about Subrecipient such as its legal name, address, contacts, etc.
2. Enter all requested information that is indicated by the blue font. Please note that some of this information (i.e., Program Services, Fiscal Year, Subaward Number, etc.) will automatically populate on all other sheets of the workbook.
3. **Program Services**
    a. The title of the Program Services is pre-populated. This workbook has been developed for Title III C-2 Program Services ("Program Services" or "Program").
4. **Fiscal Year**
    a. Identify the Fiscal Year for which the Program Services are being provided by using the following format: 2020-2021.
5. **Subaward Number**
    a. Enter the Subaward number as provided by County in the funding allocation letter. If you need assistance in identifying the Subaward number, contact your agency's assigned Contract Analyst.
6. **Subrecipient's Legal Name**
    a. Enter the full legal name of Subrecipient's organization (please do not abbreviate). The name listed herein must match the name on Subrecipient's articles of incorporation, business license, city charter or bylaws.
7. **Main Administrative Office Address**
    a. Enter the address (street number and name, suite number, city, state and zip code) of the official representative who is authorized to sign for Subrecipient ("Authorized Representative") on this line. County will use this information to send correspondence to Authorized Representative.
8. **Mailing Address (if different from above)**
    a. If the main administrative office address and the mailing address are the same, enter the following language on the mailing address line: Same as Admin Office. Otherwise, if these two (2) addresses are different then enter the address (street number and name, suite number, city, state and zip code). County will use this information to send correspondence to primary/secondary contact.
9. **Authorized Representative**
    a. Enter the name of the individual who has been authorized to sign legally binding documents on behalf of Subrecipient's organization where such

authorization has been decreed through organization's board resolution or other authorizing document.

b. Prefix: Enter the appropriate prefix for Authorized Representative.

c. Job Title: Enter the title of Authorized Representative. Please abbreviate the job title if the title does not fit in the cell.

d. Phone Number and Ext.:

   i. Enter the phone number of Authorized Representative where this individual can be reached directly. When entering the phone number, enter only numbers without spaces, hyphens, parenthesis or any additional characters (i.e.,2137304414). The result will display in the correct format (i.e., (213) 730-4414).

   ii. If the phone number is not a direct number then enter the extension where the individual can be reached directly. When entering the extension, enter only numbers without spaces, hyphens, parenthesis or any additional characters (i.e., 8667).

e. E-Mail Address: Enter the e-mail address of Authorized Representative.

10. **Primary/Secondary Contact for Program**

a. Enter the name of the individual who is responsible for overseeing the day-to-day Program Services.

b. Prefix: Enter the appropriate prefix for primary/secondary contact.

c. Job Title: Enter the title of the primary/secondary contact. Please abbreviate the job title if the title does not fit in the cell.

d. Phone Number and Ext.:

   i. Enter the phone number of the primary/secondary contact for Program where this individual can be reached directly. When entering the phone number, enter only numbers without spaces, hyphens, parenthesis or any additional characters (i.e.,2137304414). The result will display in the correct format (i.e., (213) 730-4414).

   ii. If the phone number is not a direct number then enter the extension where the individual can be reached directly. When entering the extension, enter only numbers without spaces, hyphens, parenthesis or any additional characters (i.e., 8667).

e. E-Mail Address: Enter the e-mail address of the primary/secondary contact.

SECTION I (ROUTE SUMMARY)

1. This sheet provides specific information that describes the location, point of contact, hours of operation, etc. for each Home-Delivered Meal route that Subrecipient will serve. This information is presented under the following Columns (and an explanation will be provided for each):
    a. Column (A) Home-Delivered Meal Route Name
    b. Column (B) Location of Meal Packaging Facility (Name and Address)
    c. Column (C) Client Zip Code(s) Served by Route
    d. Column (D) Vehicle Information
    e. Column (E) Delivery Day(s)/Time
2. **Column (A) Home-Delivered Meal Route Name**
    a. Enter the route's name.
    b. The Home-Delivered Meal routes listed herein shall match those routes listed in Exhibit X2 (Mandated Program Services for Title III C-2 Program), Section II (Services by Month), Column (B) Route Name & Section III (Services by Month), Column (B) Route Name.
3. **Column (B) Location of Meal Packaging Facility (Name and Address)**
    a. Provide the name and address of the physical location of the facility where the meals are prepared and packaged.
4. **Column (C) Client Zip Code(s) Served by Route**
    a. Provide the residence zip code for each unduplicated Client who receives Services on the route.
5. **Column (D) Vehicle Information**
    a. **Sub Column (1) Year/Make/Model**
        i. Enter the year, make and model of the vehicle that is being used to deliver meals to Clients on this route.
    b. **Sub Column (2) Staff Driver's Name**
        i. Enter the first and last name of the Home-Delivered Meal Driver (as defined in Subsection 6.2.12 (Home-Delivered Meal Driver(s)) of Exhibit A (Statement of Work)) who is employed and paid by Subrecipient and is responsible for delivering the meals to Clients on this route.
    c. **Sub Column (3) Volunteer Driver's Name**
        i. Enter the first and last name of the Home-Delivered Meal Volunteer Driver (as defined in Subsection 6.2.12 (Home-Delivered Meal

Driver(s)) of Exhibit A (Statement of Work)) who is a Volunteer of Subrecipient and is responsible for delivering the meals to Clients on this route.

6. **Column (E) Delivery Day(s)/Time(s)**
    a. **Sub Column (1) Start**
        i. Enter the day(s) and the time when the meal delivery for the route starts by using the following information:
            1. Enter the day(s) of delivery: e.g. Monday = M; Tuesday = T; Wednesday = W; Thursday = Th; Friday = F
            2. Enter the delivery start time: e.g. 8:00 a.m.
            3. Example 1: when delivery Services occur on Monday, Wednesday and Friday starting at 6:00 a.m. and Tuesday and Thursday starting at 8:00 a.m., enter the following information: M,W,F (6:00 a.m.) T,Th (8:00 a.m.).
    b. **Sub Column (2) End**
        i. Enter the day(s) and the time when the meal delivery for the route ends by using the following information:
            1. Enter the day(s) of delivery: e.g. Monday = M; Tuesday = T; Wednesday = W; Thursday = Th; Friday = F
            2. Enter the delivery ending time: e.g. 12:00 p.m.
    c. Example: when delivery Services occur on Monday, Wednesday and Friday ending at 10:00 a.m. and Tuesday and Thursday ending at 12:00 p.m., enter the following information: M,W,F (10:00 a.m.) T,Th (12:00 p.m.)

ATTACHMENT 12
(HOME-DELIVERED MEAL (HDM) PROGRAM
TELEPHONE REASSURANCE LOG)

SUBRECIPIENT: _____ **STAFF/VOLUNTEER:** _____ **MONTH:** _____

DATE OF CALL	DATE OF LAST CONTACT	NAME OF CLIENT	TELEPHONE NUMBER	HDM ROUTE #	MEAL STATUS	OUTCOME	COMMENTS
					Hot (H) Frozen (F) Waiting List (WL)	Contact (C) No Contact (NC) Left Message (LM)	

ATTACHMENT 13
(HOME-DELIVERED MEAL PROGRAM PRIORITY OF SERVICE SCREENING TOOL)

Direction: Please use the tool below to determine priority of service for Home-Delivered Meals (HDM) Clients. Existing Clients must be reassessed in-home every six (6) months. HDM Waiting List Clients must be reassessed on a monthly basis by phone and in-home during the 3rd and 9th month of initial assessment.

CLIENT: _____ PHONE: _____

OTHER CONTACT: _____ PHONE: _____

RELATIONSHIP TO CLIENT: _____

CLIENT STATUS: ☐ Active Client ☐ On HDM Waiting List

Tool Section	UIF Section	Risk Factor	Points
A	1	**Living Arrangements**	
		Client lives alone without help – 3 pts.	
		Client lives with others without help – 2 pts.	
		Client lives with others with help – 1 pt.	
		Client lives alone with help 4 hours/day or less – 1 pt.	
B	1	Client's income is at or below 100% FPG – 1pt.	
C	3	Client is on SSI – 1 pt.	
D	5	Nutritional Risk Factors (total nutritional risk score on UIF)	
E	6	ADL Risk Factors (1 pt. each activity requiring assistance, 6 pts. max.)	
F	6	IADL Risk Factors (1 pt. each activity requiring assistance, 6 pts. max.)	
G	6	**Disability Factors**	
		Visually impaired – 1 pt.	
		Hearing impaired 1 pt.	
		Speech impaired- 1 pt.	
		Physical impairment – 1 pt.	
		Client uses walking aids- 1 pt.	
		Client is in wheelchair – 2 pts.	
		Client is bedbound – 3 pts	
		Memory impaired – 1 pt.	
		Depression – 1 pt.	
		Cognitively impaired – 2 pts.	
H	6	Client was recently discharged from the hospital – 2 pts.	
		Hospital:	
		Date of Discharge: / *Date to Stop Service:*	
I		TOTAL SCORE:	

In case of HDM Waiting Lists, clients with greatest need (priority rate 1) are served first.

PRIORITY RATE (Check one that applies)		TOTAL SCORE
☐ 1	High	10+
☐ 2	Average	6-9
☐ 3	Low	Less than 6

Completed by: _____ Date: _____

Method of Assessments (Check One): ☐ In-Home Assessment ☐ Telephone

ATTACHMENT 14
(HOME-DELIVERED MEAL PROGRAM PRIORITY OF SERVICE SCREENING TOOL INSTRUCTIONS)

PURPOSE

All HDM Clients and Clients on the HDM Waiting List must be assessed by using the HDM Program Priority of Service Screening Tool to prioritize HDM Clients with the greatest critical needs. The initial screening establishes a weight factor to determine priority placement on the HDM Waiting List.

PROCEDURES

Each Section must be given a value which corresponds to point value established on the Universal Intake Form (UIF).

SECTION A: LIVING ARRANGEMENTS

Refer to the UIF Section number 1, Client Demographics, and Standard Operating Procedures (SOP) HDM Client In-Home Assessment, under Client, item number 4.

SECTION B: CLIENT'S INCOME IS BELOW 100% FPG

Refer to the UIF Section number 1, Client Demographics.

SECTION C: CLIENT IS ON SSI

Refer to the UIF Section number 3, Benefits.

SECTION D: NUTRITIONAL RISK FACTORS

Refer to the UIF Section number 5, Nutritional Risk.

SECTION E: ACTIVITIES OF DAILY LIVING (ADL) RISK FACTORS

Refer to the UIF Section number 6, Activities of Daily Living (ADL).

SECTION F: INSTRUMENTAL ACTIVITIES OF DAILY LIVING (IADL) RISK FACTORS

Refer to the UIF Section number 6, Instrumental Activities of Daily Living (IADL).

SECTION G: DISABIILITY FACTORS

Refer to UIF Section number 6, ADL/IADL Risk Factors and Disability Factors.

SECTION H: CLIENT WAS RECENTLY DISCHARGED FROM THE HOSPITAL:

Refer to the SOP: Physician Certificate of Need (Form HDM-21), the HDM Client In-Home Assessment (Form HDM-22), and the Check-Up Telephone Calls to HDM Clients (Form HDM-24).

SECTION I: TOTAL SCORE

Add Points to each Section.

PRIORITY RATE

Check one box for the Priority Rate that corresponds to the total score. The priority of service will be given to the Clients with the highest total score.

SIGNATURE AND DATE

The staff that completes the form must sign, date, and check the method of the assessment in the box that applies.

EXHIBIT B
(INTENTIONALLY OMITTED)

EXHIBIT C
(INTENTIONALLY OMITTED)

EXHIBIT D
(SUBRECIPIENT'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION)

GENERAL CERTIFICATION

In accordance with Los Angeles County Code Section 4.32.010, Subrecipient certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

SUBRECIPIENT'S SPECIFIC CERTIFICATIONS

Subrecipient has a written policy statement prohibiting discrimination in all phases of employment.	☒ Yes ☐ No
Subrecipient periodically conducts a self-analysis or utilization analysis of its workforce.	☒ Yes ☐ No
Subrecipient has a system for determining if its employment practices are discriminatory against protected groups.	☒ Yes ☐ No
Where problem areas are identified in employment practices, Subrecipient has a system for taking reasonable corrective action, to include establishment of goals and/or timetables.	☒ Yes ☐ No

City of El Monte	ENP202104
Subrecipient's Legal Name	Subaward Number
96-600705	
Internal Revenue Service Employer Identification Number	
Salvador Mendez	Acting Director of Parks, Recreation & Community Services
Name of Authorized Representative	Title of Authorized Representative
	6/23/2020
Authorized Representative's Signature	Date

Rev. 03/2020

EXHIBIT E
(COUNTY'S ADMINISTRATION)

Effective as of: **7/1/2020**

COUNTY'S DEPARTMENT HEAD

Name:	Mr. Otto Solórzano
Title:	Acting Director
Address:	3175 West Sixth Street
	Los Angeles, Ca 90020
Telephone:	(213) 737-2617
E-Mail Address:	osolorzano@wdacs.lacounty.gov

COUNTY'S CONTRACT MANAGER

Name:	Ms. Carol Domingo
Title:	Program Manager
Address:	3175 West Sixth Street
	Los Angeles, Ca 90020
Telephone:	(213) 639-6339
E-Mail Address:	cdomingostephen@wdacs.lacounty.gov

COUNTY'S PROGRAM MANAGER

Name:	Ms. Anna Avdalyan
Title:	Program Manager
Address:	3333 Wilshire Boulevard, Room 400
	Los Angeles, Ca 90010
Telephone:	(213) 738-4749
E-Mail Address:	aavdalyan@wdacs.lacounty.gov

COUNTY'S COMPLIANCE MANAGER

Name:	Ms. Stephanie Maxberry
Title:	Program Manager
Address:	3175 West Sixth Street
	Los Angeles, Ca 90020
Telephone:	(213) 738-2015
E-Mail Address:	smaxberry@wdacs.lacounty.gov

COUNTY'S EMERGENCY COORDINATOR

Name:	Ms. Ellie Wolfe
Title:	Program Manager
Address:	3175 West Sixth Street
	Los Angeles, Ca 90020
Telephone:	(213) 738-2681
E-Mail Address:	ewolfe@wdacs.lacounty.gov

EXHIBIT F
(SUBRECIPIENT'S ADMINISTRATION)

Effective as of: **7/1/2020**

SUBRECIPIENT'S LEGAL NAME: **City of El Monte**

SUBAWARD NUMBER: **ENP202104**

DUNS NUMBER: **092519800**

SUBRECIPIENT'S PROJECT MANAGER[1]:

Name: **Salvador Mendez**

Title: **Acting Parks, Recreation and Community Services Director**

Address: **11001 Mildred Street**

El Monte, Ca 91731

Telephone: **626.580.2205**

E-Mail Address: **salmendez@elmonteca.gov**

SUBRECIPIENT'S AUTHORIZED REPRESENTATIVE(S)[2]:

Name: **Amber Servin**

Title: **Deputy Director of Parks, Recreation & Community Services**

Address: **11001 Mildred Street**

El Monte, Ca 91731

Telephone: **626.258.8689**

E-Mail Address: **aservin@elmonteca.gov**

Name: **Jessica Zuniga**

Title: **Acting Recreation Supervison**

Address: **3120 Tyler Avenue**

El Monte, Ca 91731

Telephone: **626.258.8612**

E-Mail Address: **jzuniga@elmonteca.gov**

ADDITIONAL SUBAWARD CONTACTS[3]:

Name: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.

Click here to enter text.

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

Name: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.

Click here to enter text.

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

BUDGET ANALYST:

Name: Jessica Zuniga

Title: Acting Recreation Supervisor

Address: 3120 Tyler Avenue

El Monte, Ca 91731

Telephone: 626.258.8612

E-Mail Address: jzuniga@elmonteca.gov

INVOICES – AUTHORIZED SIGNER:

Name: Jessica Zuniga

Title: **Acting Recreation Supervison**

Address: **3120 Tyler Avenue**

El Monte, Ca 91731

Telephone: 626.258.8612

E-Mail Address: jzuniga@elmonteca.gov

Signature:

MIS DATA ENTRY PERSONNEL:

Primary Contact

Name: Jessica Zuniga

Title: Acting Recreation Supervisor

Address: 3120 Tyler Avenue

El Monte, Ca 91731

Telephone: 626.258.8612

E-Mail Address: jzuniga@elmonteca.gov

Secondary Contact

Name: **Click here to enter text.**

Title: **Click here to enter text.**

Address: **Click here to enter text.**

Click here to enter text.

Telephone: **Click here to enter text.**

E-Mail Address: Click here to enter text.

Notes:

[1] Project Manager shall meet all of the requirements noted in Exhibit A (Statement of Work). When updating the individual identified as the Project Manager, Subrecipient shall submit the individual's degree/diploma, resume, and job specifications.

[2] Authorized Representative(s) shall be identified on Subrecipient's Board of Director's resolution, which provides evidence to support delegated authority that Subrecipient has vested in this individual to act on behalf of Subrecipient. When updating the individual designated as the Authorized Representative(s), Subrecipient shall submit the Board of Director's resolution which identifies the new individual(s).

[3] In addition to the Authorized Representative(s) and Project Manager, this individual(s) will also receive communications and documents including but not limited to the Subaward, Amendment(s), invoicing documents, notices, etc.

EXHIBIT G1
(SUBRECIPIENT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT)

GENERAL INFORMATION

Subrecipient has entered into this Subaward with County of Los Angeles to provide certain Services to County. County requires Subrecipient to sign this Subrecipient Acknowledgement and Confidentiality Agreement.

SUBRECIPIENT ACKNOWLEDGEMENT

Subrecipient understands and agrees that Subrecipient employees, consultants, outsourced vendors and independent contractors ("Subrecipient's Staff") that will provide Services in this Subaward are Subrecipient's sole responsibility. Subrecipient understands and agrees that Subrecipient's Staff must rely exclusively upon Subrecipient for payment of salary and any and all other benefits payable by virtue of Subrecipient's Staff's performance of Work under this Subaward.

Subrecipient understands and agrees that Subrecipient's Staff are not employees of County of Los Angeles for any purpose whatsoever and that Subrecipient's Staff do not have and will not acquire any rights or benefits of any kind from County of Los Angeles by virtue of Subrecipient's Staff's performance of Work under this Subaward. Subrecipient understands and agrees that Subrecipient's Staff will not acquire any rights or benefits from County of Los Angeles pursuant to any agreement between any person or entity and County of Los Angeles.

CONFIDENTIALITY AGREEMENT

Subrecipient and Subrecipient's Staff may be involved with Work pertaining to Services provided by County of Los Angeles and, if so, Subrecipient and Subrecipient's Staff may have access to confidential data and information pertaining to persons and/or entities receiving Services from County. In addition, Subrecipient and Subrecipient's Staff may also have access to proprietary information supplied by other vendors doing business with County of Los Angeles. County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Subrecipient and Subrecipient's Staff understand that if they are involved in County Work, County must ensure that Subrecipient and Subrecipient's Staff will protect the confidentiality of such data and information. Consequently, Subrecipient must sign this Confidentiality Agreement as a condition of the Work to be provided by Subrecipient's Staff for County.

Subrecipient and Subrecipient's Staff hereby agree that they will not divulge to any unauthorized person any data or information obtained while performing Work pursuant to the Subaward between Subrecipient and County. Subrecipient and Subrecipient's Staff agree to forward all requests for the release of any data or information received to County's Program Manager.

Subrecipient and Subrecipient's Staff agree to keep confidential all health, criminal, and welfare recipient records, and all data and information pertaining to persons and/or entities receiving Services from County, design concepts, algorithms, programs, formats, documentation, Subrecipient proprietary information and all other original materials produced, created, or provided to Subrecipient and Subrecipient's Staff under the Subaward. Subrecipient and Subrecipient's Staff agree to protect these confidential materials against disclosure to other than Subrecipient or County employees who have a need to know the information. Subrecipient and Subrecipient's Staff agree that if proprietary information supplied by other County vendors is provided to Subrecipient and Subrecipient's Staff during this employment, Subrecipient and Subrecipient's Staff shall keep such information confidential.

Subrecipient and Subrecipient's Staff agree to report any and all violations of this Subrecipient Acknowledgement and Confidentiality Agreement by Subrecipient and Subrecipient's Staff and/or by any other person of whom Subrecipient and Subrecipient's Staff become aware.

Subrecipient and Subrecipient's Staff acknowledge that violation of this Subrecipient Acknowledgement and Confidentiality Agreement may subject Subrecipient and Subrecipient's Staff to civil and/or criminal action and that County may seek all possible legal redress.

/
/
/
/
/
/
/
/
/
/
/
/

City of El Monte	ENP202104
Subrecipient's Legal Name	Subaward Number
Salvador Mendez	Acting Director of Parks, Recreation & Community Services
Name of Authorized Representative	Title of Authorized Representative
	6/17/2020
Authorized Representative's Signature	Date

EXHIBIT G2
(INTENTIONALLY OMITTED)

EXHIBIT G3
(INTENTIONALLY OMITTED)

EXHIBIT H
(JURY SERVICE ORDINANCE)

Los Angeles County Code
Title 2 (Administration)
Chapter 2.203.010 through 2.203.090
Contractor Employee Jury Service

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

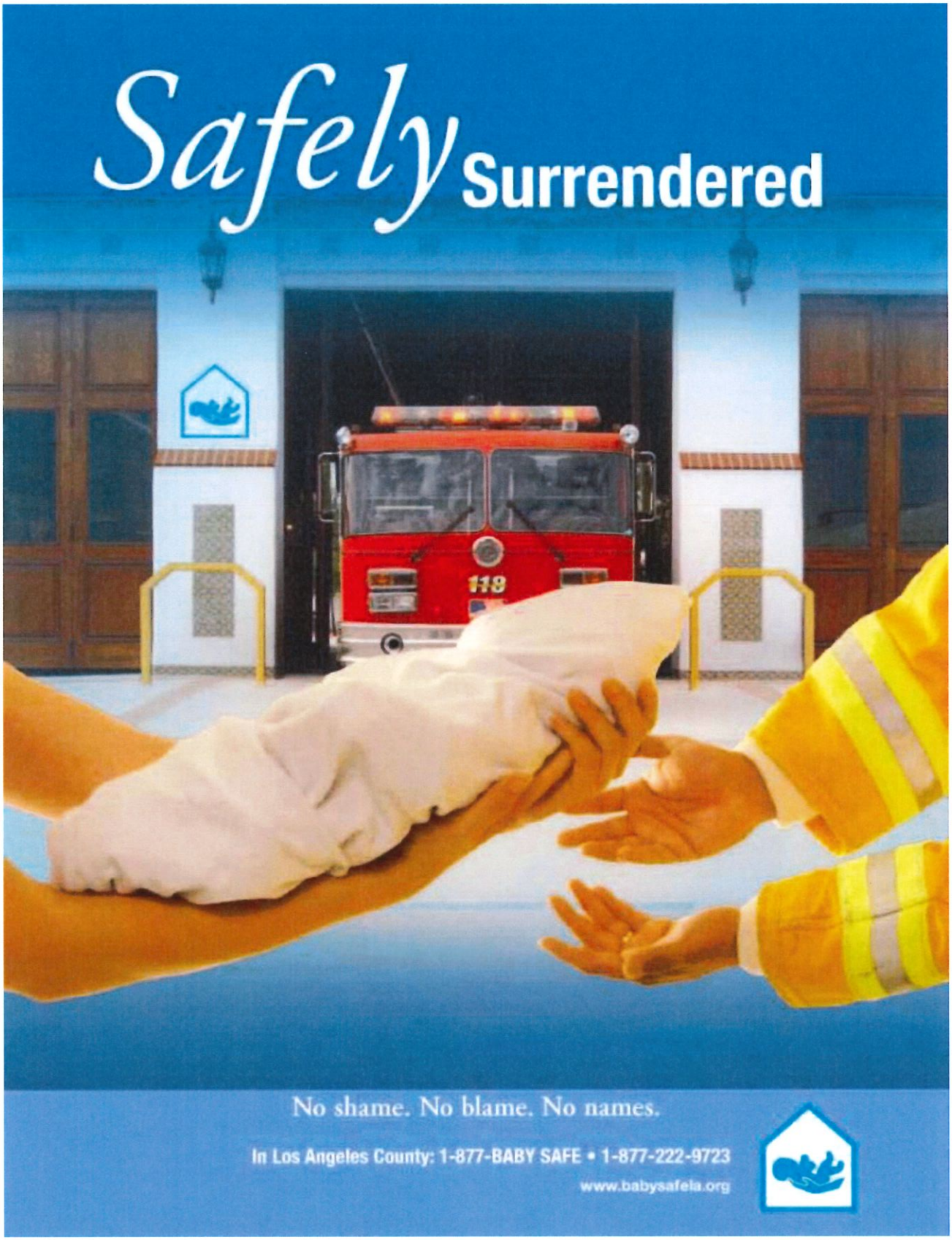
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT I
(SAFELY SURRENDERED BABY LAW)



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

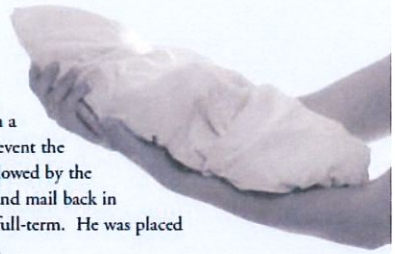
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

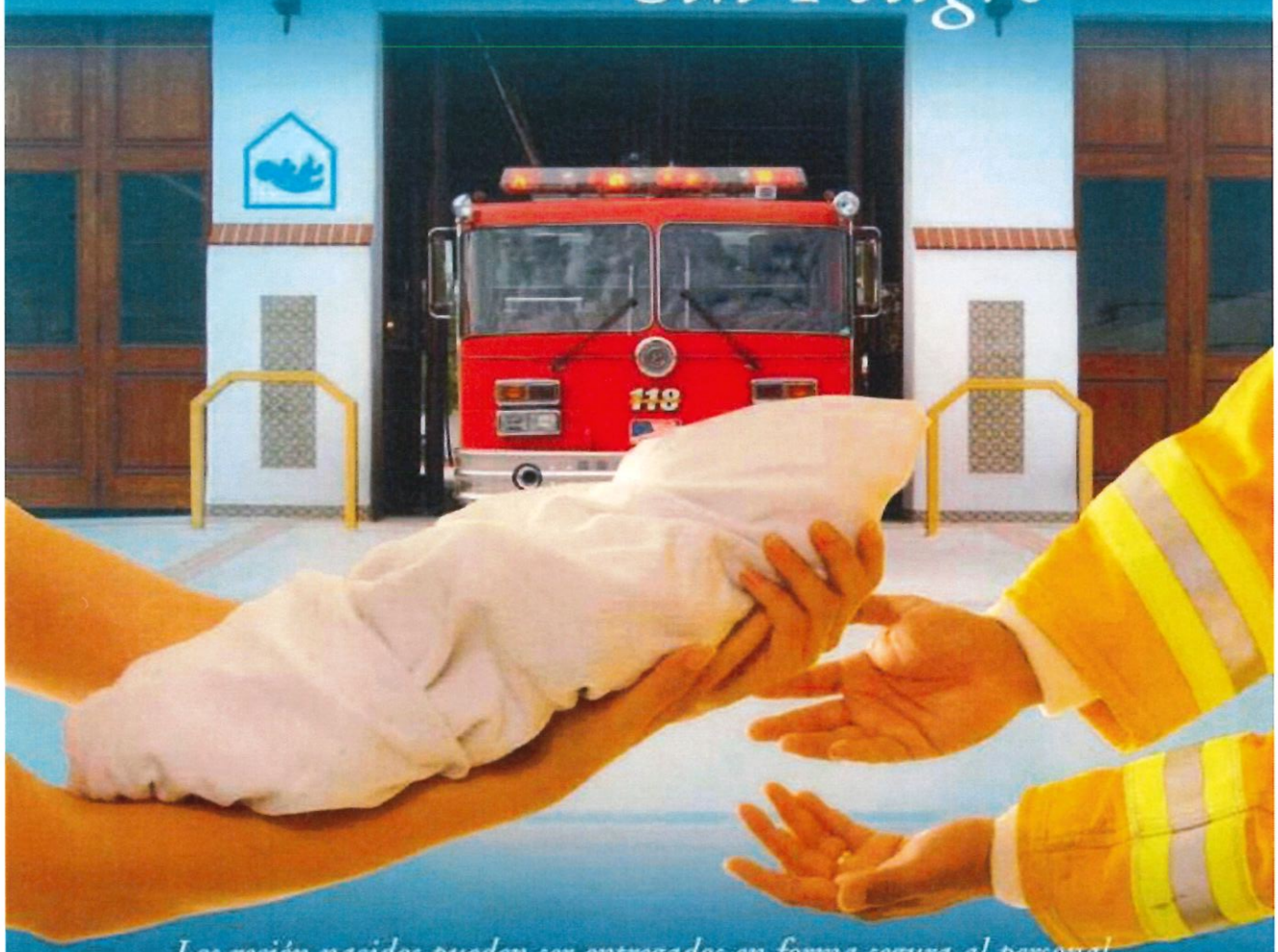
The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

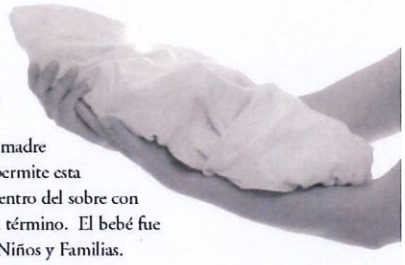
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de ***un bebé***



A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

EXHIBIT J
(INTENTIONALLY OMITTED)

EXHIBIT K
(INTENTIONALLY OMITTED)

EXHIBIT L
(INTENTIONALLY OMITTED)

EXHIBIT M1
(INTENTIONALLY OMITTED)

EXHIBIT M2
(INTENTIONALLY OMITTED)

EXHIBIT M3
(INTENTIONALLY OMITTED)

EXHIBIT N
(BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA))

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.

1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.

1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.

1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)

1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)

1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health

Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.

1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).

1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.

1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).

1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.

1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103

1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement,

with or without payment, that gives rise to Contractor's status as a Business Associate.

1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)

1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.

2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.

2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.

2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the

recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.

3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate,

its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov,** that includes, to the extent possible:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

(e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

(f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

(g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

(h) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with

Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.

6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.

6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the

receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

(a) The date of the Disclosure;

(b) The name, and address if known, of the entity or person who received the Protected Health Information;

(c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

(a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

(b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

(e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to

the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of

Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.

20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

EXHIBIT O
(CHARITABLE CONTRIBUTIONS CERTIFICATION)

The Nonprofit Integrity Act (Senate Bill 1262 Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Select the certification below (either Option A or Option B) that is applicable to Subrecipient's organization:

OPTION A:

☒ Subrecipient has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Subrecipient engages in activities subjecting it to those laws during the term of this Subaward, Subrecipient will timely comply with them and provide County's Contract Manager a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OPTION B:

☐ Subrecipient is registered with the California Registry of Charitable Trusts under the CT number listed below and is in compliance with its registration and reporting requirements under California law.

☐ Attached is a copy of Subrecipient's most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations Sections 300-301 and Government Code Sections 12585-12586.

Declaration

I declare under penalty of perjury under the laws of the State of California that the information stated herein is true and correct.

City of El Monte	ENP202104
Subrecipient's Legal Name	Subaward Number
96-600705	
Internal Revenue Service Employer Identification Number	
N/A	
California Registry of Charitable Trusts "CT" number (if applicable)	
Salvador Mendez	Acting Director of Parks, Recreation & Community Services
Name of Authorized Representative	Title of Authorized Representative
	6/17/2020
Authorized Representative's Signature	Date

EXHIBIT P
(DEFINITIONS)

I. STANDARD TERMS

Activities of Daily Living (ADLs): Activities usually performed for oneself in the course of a normal day including bathing, dressing, grooming, eating, walking, using the telephone, taking medications, and other personal care activities.

Administration for Community Living (ACL): The principal agency of the United States Department of Health and Human Services (formerly known as the Administration on Aging) designated to carry out the provisions of the Older Americans Act of 1965 (OAA), as amended (Title 42 United States Code Section 3001 et seq.). It is dedicated to policy development, planning, and the delivery of supportive home and community-based services to older persons and their caregivers.

Adult Protective Services (APS): Those preventive and remedial activities performed on behalf of elders and dependent adults who are unable to protect their own interest, harmed or threatened with harm, caused physical or mental injury due to the action or inaction of another person or their own action as a result of ignorance, illiteracy, incompetence, mental limitation, substance abuse or poor health, lacking in adequate food, shelter or clothing, exploited of their income and resources, or deprived of entitlement due them (Welfare and Institutions Code Section 15610.10).

Americans with Disabilities Act: Federal remedial statute designed to eliminate discrimination against individuals with disabilities and to integrate individuals with disabilities in all areas of society.

Area Agency on Aging (AAA): A public or private non-profit agency or organization that has been designated by a State under the authority of the Older Americans Act of 1965 (OAA), as amended (Title 42 United States Code Section 3001 et seq.) to perform functions within the planning and service area established by the State. Such functions include identifying community and social service needs, addressing the concerns of older Americans at the local level and assuring that social and nutritional supports are made available to older people in communities where they live. For purposes of the solicitation and resulting Subaward, references to the AAA shall mean County of Los Angeles AAA, which has been designated by the State of California Department of Aging to serve Planning and Service Area 19.

Attachment: A document(s) that is included with the Statement of Work as an addition/supplement to the Statement of Work and it forms a part of the Statement of Work (e.g., Attachment 1 (Performance Requirements Summary Chart)).

Authorized Representative: The individual who has been given written authorization through a resolution, order, or motion from Subrecipient's governing body to act on behalf of Subrecipient and bind Subrecipient to the Subaward.

Board of Supervisors: The governing body of the County of Los Angeles, which is comprised of five (5) Board members. Created by the State legislature in 1852, the Board has executive, legislative and quasi-judicial roles. Its members are elected by voters in their respective supervisorial districts and they're eligible to serve on the Board for up to three (3) four-year terms (i.e., Board members can serve for a maximum term of twelve (12) years).

Budget: A document that provides a detailed representation of Program costs/expenses and funding/revenues. Costs are identified by line items such as personnel, space, travel, etc. Funding is identified by sources such as the Subaward Sums, match contributions, non-match contributions, etc. Therefore the total budgeted costs represent the total cost to operate the Program and the total funding represents the anticipated revenues that will be used to pay for those Program costs.

California Department of Aging (CDA): The principal agency within the State of California government which is responsible for administering programs that serve older adults, adults with disabilities, family caregivers, and residents in long-term care facilities throughout the State. CDA administers funds allocated under the federal Older Americans Act, the Older Californians Act, and through the Medi-Cal program.

Client: An individual who meets the eligibility requirements outlined in the Statement of Work, receives Program Services and is counted only once (unduplicated) when determining the total number of Unduplicated Clients.

Closeout Report: A written summary of Subrecipient's expenses and accruals incurred through the last day of the Fiscal Year. Subrecipient shall complete and submit this Report in the form and manner as designated by County.

Community Based Organization: An organization of demonstrated effectiveness that is representative of a community or significant segments of a community. The organization must provide social or supportive services to individuals in the community.

Community Focal Point: An agency within the community which has a proven record of providing comprehensive services to older individuals (i.e., multi-purpose senior center). A list of Community Focal Points is provided as part of the Subaward.

County: Unless otherwise specified, it shall mean the County of Los Angeles Workforce Development, Aging and Community Services, which is the County department that has been authorized by the Board of Supervisors to enter into this Subaward on behalf of the County of Los Angeles with Subrecipient.

County Information Assets: Public, confidential, sensitive and/or personal data, records, materials, etc. and include (but are not limited to):

1) Information that is stored in any media form, paper or electronic.

2) Information that is collected, transmitted and/or accessed in the administration of the Program and in the provision of Services.
3) Personally Identifiable Information (PII) as defined in California Civil Code Section 1798.29(g)
4) Protected Health Information (PHI) as defined in Health Insurance Portability and Accountability Act of 1996
5) Medical Information (MI) as defined in California Civil Code Section 56.05(j)

County's Business Hours: The time period during which County's operations are open to conduct business; this time period is designated as 8:00 a.m. to 5:00 p.m., Monday through Friday (excluding County recognized holidays).

County's Compliance Manager: The individual designated by County who is responsible for ensuring that Subrecipient is in compliance with the requirements of the Subaward.

County's Department Head: The individual designated by the Board of Supervisors as the Director of Community and Senior Services who is responsible for overseeing this County of Los Angeles department and who has delegated authority to act on behalf of County of Los Angeles for Subaward-related matters.

County's Contract Manager: The individual designated by County who is responsible for providing direction to Subrecipient (at Subrecipient's request) in areas relating to County policy, information requirements, and procedural requirements; making revisions which do not materially affect the terms and conditions of the Subaward; and, approving Lower Tier Subawards and Lower Tier Subrecipient's employees working on this Subaward.

County's Program Manager: The individual designated by County who is responsible for meeting with Subrecipient's Project Manager on a regular basis and inspecting all tasks, deliverables, goods, Services, and other work provided by Subrecipient.

Day(s): Unless otherwise specified, references to a numerical number of days shall mean calendar days which includes the seven (7) days of the week (e.g., Monday through Sunday) as opposed to business days which includes the traditional five-day work week (e.g., Monday-Friday), excluding weekends and holidays.

Disability: A condition, or conditions, attributable to mental or physical impairments that result in substantial functional limitations in one (1) or more of the following areas of major life activity:

1. Self-care
2. Receptive and expressive language
3. Learning
4. Mobility
5. Self-direction

6. Capacity for independent living
7. Economic self-sufficiency
8. Cognitive functioning
9. Emotional adjustment

Elder Abuse: Elder abuse is a term referring to any knowing, intentional, or negligent act by a caregiver or any other person that causes harm or a serious risk of harm to a vulnerable adult. The specificity of laws varies from state to state, but broadly defined, abuse may be physical, financial/fiduciary, psychological/emotional, sexual, exploitation, neglect, self-neglect, and abandonment.

Employee: An individual who is hired and paid by Subrecipient to provide Program Services under the requirements of this Subaward.

Exhibit: A document(s) that is included with this Subaward as an addition/supplement to this Subaward and it forms a part of this Subaward (e.g., Exhibit A (Statement of Work) is an exhibit to the Subaward).

Fiscal Year (FY): The twelve (12) month period beginning July 1st of the year and ending June 30th of the following year.

Frail: An older individual determined to be functionally impaired because the individual either:

- Is unable to perform at least two activities of daily living including bathing, toileting, dressing, feeding, breathing, transferring and mobility and associated tasks, without substantial human assistance, including verbal reminding, physical cueing, or supervision; or
- Due to a cognitive or other mental impairment, requires substantial supervision because the older individual behaves in a manner that poses a serious health or safety hazard to the individual or to others.

Functionally Impaired: A person who meets at least one of the following conditions:

- Impairment in one or more activities of daily living (ADLs);
- Impairment in two or more instrumental activities of daily living (IADLs) or;
- Inability to manage own affairs due to emotional and/or cognitive impairment.

Greatest Economic Need: The need resulting from an income level at or below the poverty guideline.

Greatest Social Need: The need caused by non-economic factors which include (a) physical and mental disabilities; (b) language barriers; and (c) cultural, geographic isolation, including isolation caused by racial or ethnic status that restricts the ability of an individual to perform daily tasks or threatens the capacity of the individual to live independently.

Health: Activities such as health screening, physical fitness, therapy, and hospice to assist older individuals to improve or maintain physical health and secure necessary medical, preventive health, or health maintenance services. Health screening, therapy, and hospice must be provided by a licensed health professional or by a paraprofessional supervised by a licensed health professional. Does not include services covered by Medicare, Medi-Cal, or other health insurance.

Indirect Costs: Costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

Individual with a disability: An individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]

In-Home Supportive Services: The In-Home Supportive Services (IHSS) program provides financial assistance to low-income aged, blind, and disabled individuals who are unable to remain safely in their homes without help from caregivers. The program is administered by the Department of Public Social Services (DPSS) and its purpose is to prevent nursing home placement. IHSS achieves this objective by paying or subsidizing the salaries of caregivers that the IHSS recipients choose.

Instrumental Activities of Daily Living (IADLs): Activities important for daily life, involving cognitive and physical ability. These include: light and heavy housework, shopping, ability to access transportation, meal preparation, using the telephone, managing medications, and managing money.

Lower Tier Subaward (Subcontract): The written and legally binding agreement that is executed between Subrecipient and a third-party vendor (where the vendor is a third-party to this Subaward). It sets forth the terms and conditions for the issuance and performance of any element of the Statement of Work. Such agreement shall be pre-approved by County prior to its execution between the parties.

Lower Tier Subrecipient (Subcontractor): A third-party vendor who is properly procured by Subrecipient for the purpose of completing the Work/providing Services in accordance with this Subaward.

Mandated Program Services (MPS): A document that identifies the specific Service Categories and Units of Service that Subrecipient shall provide and the Unit Rate (where applicable) that County will reimburse Subrecipient upon successful delivery of these Services.

Management Information System (MIS): Provides information that organizations need to manage themselves efficiently and effectively.

Maximum Subaward Sum: The combined total of all Subaward Sums to be allocated during the term of this Subaward (where such term may include extensions). This money is contingent upon availability of Federal, State, County, and local funding.

Medi-Cal: California's Medicaid, the federal and state program of medical assistance for needy and low-income people.

Medicare: A federal health insurance program administered by the Centers for Medicare and Medicaid Services (CMS) in the Department of Health and Human Services that is available regardless of income. Most people 65 years of age or older and certain disabled or blind people, regardless of age, are covered.

Modified Total Direct Costs (MTDC): Direct costs including Subaward Sums and other cash contributions but excluding any in-kind contributions and nonexpendable equipment.

Normal Business Hours: The time period which is designated as five (5) days per week (Monday through Friday), eight (8) hours per day during the hours of 8:00 a.m. to 5:00 p.m., not including County recognized holidays. A list of County recognized holidays is provided as an Attachment to the Statement of Work.

Older Adult Advisory Commission (OAAC): The Commission serves as an advocate group in the California Commission on Aging on behalf of older individuals, including, but not limited to, advisory participation in the consideration of all legislation and regulations made by state and federal departments and agencies relating to programs and services that affect older individuals.

Older Americans Act (OAA): A law enacted by the United States Congress in 1965 in response to concern by policymakers about a lack of community social services for older persons. The original legislation established authority for grants to States for community planning and social services, research and development projects, and personnel training in the field of aging. References to OAA shall mean the Older Americans Act of 1965 (OAA), as amended (Title 42 United States Code Section 3001 et seq.).

Older Individual (Older Adult): A person who is sixty (60) years of age or older.

Outcome Measures: Determination and evaluation of the results of Program Services and their comparison with the intended Program goals to determine the effectiveness of these Services.

Outreach: Actively providing information to the public/potential Clients on the Services and benefits of the Program. A contact initiated by Subrecipient for the purpose of identifying potential clients, from underserved populations within each Supervisorial District served, in order to generate referrals to the Program.

Performance Requirements Summary Chart: An attachment to the Statement of Work, which lists the minimum requirements that Subrecipient shall adhere to, and it reflects some of the performances that will be monitored during the Subaward term. This Chart also lists examples of the types of documents that will be used during monitoring, the standards of performance, the acceptable quality level of performance, and remedies for non-compliance.

Planning and Service Area (PSA): The geographic division of the State as authorized by the Older Americans Act of 1965 (OAA), as amended (Title 42 United States Code Section 3001 et seq.) for the purpose of implementing the objectives of the OAA (which includes planning and providing a broad range of supportive services, nutrition services, adult protective services and long-term care services within such planning and service areas). As such, the geographic boundaries of Los Angeles County (excluding the City of Los Angeles) have been designated by the State as Planning and Service Area 19 (PSA 19).

Poverty: Persons considered to be in poverty are those whose income is at or below the official poverty guideline (as defined each year by the Office of Management and Budget, and adjusted by the Secretary (DHHS) in accordance with subsection 673 (2) of the Community Services Block Grant Act (Title 42 United States Code Section 9902 (2)).

Program: A system of providing Services, which is designed to meet a social need. For purposes of this Subaward, unless otherwise specified, the Program shall refer to Services and operations reflected in Exhibit A (Statement of Work) for which Subrecipient receives funds under the terms of this Subaward and agrees to provide Services in accordance with relevant Federal, State, and County laws, regulations, and guidelines during the term of this Subaward.

Program Income: Revenue that is generated by Subrecipient and/or Lower Tier Subrecipient from Subaward-supported activities and includes, but is not limited to:

- Voluntary contributions received from Client or other party for Program Services received.
- Income from usage or rental fees of real or personal property acquired with Subaward Sums.
- Royalties received on patents and copyrights from Subaward-supported activities.
- Proceeds from the sale of items created under the Subaward.

Program Service(s): The specific tasks to be provided (or the Work to be performed) by Subrecipient under the terms of this Subaward as described in Exhibit A (Statement of Work).

Project Manager: The individual designated by Subrecipient who is responsible for Subrecipient's day-to-day activities as related to this Subaward. This individual shall meet with County's Program Manager, County's Contract Manager and County's Compliance Manager to ensure that the objectives of this Subaward are met.

Quality Control Plan: A written policy that outlines the actions/methods for monitoring or inspecting the delivery of Services under the Subaward to ensure Subrecipient provides a consistently high level of Service.

Responsible Other: A person designating by the Client to act on behalf of a Client.

Rural: Pursuant to the Administration for Community Living (ACL) (formerly known as the Administration on Aging (AoA)), rural includes any area that is not defined as urban where urban areas comprise: (1) urbanized areas (a central place and its adjacent densely settled territories with a combined minimum population of 50,000) and (2) an incorporated place or a census designated place with 20,000 or more inhabitants.

Senior Centers: A vital link in the service delivery network which older persons may avail themselves of, senior centers are functioning as meal sites, screening clinics, recreational centers, social service agency branch offices, mental health counseling clinics, older worker employment agencies, volunteer coordinating centers, and community meeting halls. The significance of senior centers cannot be underestimated for they provide a sense of belonging, offer the opportunity to meet old acquaintances and make new friends, and encourage individuals to pursue activities of personal interest and involvement in the community.

Service(s): The specific tasks to be provided (or the Work to be performed) by Subrecipient under the terms of this Subaward as described in the Statement of Work.

Service Category: The specific type or kind of benefit/assistance to be provided to Client in accordance with the Statement of Work. This benefit/assistance is the basis of reimbursement that County will provide to Subrecipient upon Subrecipient's satisfactory deliverance of it.

Service Delivery: Includes those activities associated with the direct provision of a Service which meets the needs of Client.

Social Services: Social service program refers to a program administered by the federal, state, or local government using government funding designed to provide social services directed at reducing poverty, improving opportunities for low-income adults or children, self-sufficiency, rehabilitation, or other services directed toward vulnerable citizens.

Staff: Unless otherwise specified, it is an individual or a group of individuals who are Subrecipient's Employee(s) and Volunteers who provide Services under the requirements of this Subaward.

State: Unless other specified, it shall mean the State of California Department of Aging (CDA).

Statement of Work: The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing Subaward Services.

Subaward (Contract): The written and legally binding agreement that is executed between County and Subrecipient. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, Services, and other work. Included are all supplemental agreements amending or extending the Services to be performed.

Subaward Document Deliverable(s): An Exhibit, Attachment, form, certificate, license, etc. that is provided by Subrecipient as part of the contracting process.

Subaward Sum(s): Monies that awarded/allocated on an annual basis and reimbursed to Subrecipient in exchange for Subrecipient's provision of Program Services (i.e., the total amount of grant funds that County will provide to Subrecipient and Subrecipient will use these funds, in addition to Subrecipient's own resources, to pay for the total Program operating costs). These monies are contingent upon availability of Federal, State, County, and local funding.

Subrecipient (Contractor): The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity that has entered into this Subaward with County to perform and execute the Work and Services covered by this Subaward.

Unduplicated Client: An individual who meets the eligibility requirements outlined in the Statement of Work and such individual is counted only once when determining the total number of unduplicated Clients.

Unit of Measurement: The standard representation for which a quantity is accounted of how each unit is expressed by the Service(s) provided to the Client.

Unit Rate: The amount that is reimbursable by the Program for each Unit of Measurement provided by the Subrecipient.

Unit of Service: The representation of the quantity of services provided to a Client.

Volunteer: An individual who performs hours of service for civic, charitable, or humanitarian reasons without promise, expectation, or receipt of compensation for services rendered. For purposes of this Subaward, Volunteer's time may qualify to be used to meet the match contributions requirement (where applicable).

Work: The specific tasks to be performed (or the Services to be provided) by Subrecipient under the terms of this Subaward as described in the Statement of Work.

II. PROGRAM SPECIFIC TERMS

Assessment: A comprehensive and functionally oriented evaluation of the situation and needs of an individual who is potentially eligible to become a client.

California Retail Food Code (CRFC): A uniform statewide health and sanitation standard for food facilities found in California Health and Safety Code Section 113700 et seq.

Congregate Meal Site: A location such as a senior center, recreation center, multi-purpose center, etc. where Congregate Meals are served to Clients by Subrecipient. Such sites are approved for use by County prior to being used for Program Services.

Congregate Meals: Nutritionally balanced food that is prepared according to the requirements outlined in the Statement of Work and is provided to Clients as part of the Congregate Meal Services. These meals which include American and Ethnic meals are served without charge or at a low cost to mobile older adults (sixty (60) years of age or older) who congregate in a group setting at a central location. These nutritionally sound meals are served five (5) days a week in easily accessible locations.

Dietary Guidelines for Americans: The authoritative advice jointly issued and updated every five (5) years by the United States Department of Agriculture (USDA) and the Department of Health and Human Services (HHS) concerning consuming fewer calories, making informed food choices and being physically active to attain and maintain a healthy weight, reduce risk of chronic disease, and promote overall health. These Guidelines are intended for Americans two (2) years of age and over, including those at increased risk of chronic disease. These Guidelines encourage Americans to focus on eating a healthful diet — one that focuses on foods and beverages that help achieve and maintain a healthy weight, promote health and prevent disease.

Elderly Nutrition Program (ENP): An Area Agency on Aging Program administered by County of Los Angeles Workforce Development, Aging and Community Services (County) which provides nutrition services in accordance with the provisions of Title III C (Nutrition Service) of the **Older Americans Act of 1965 (OAA)**, as amended (Title 42 United States Code Section 3001 et seq.).

Emergency Meals: Meals provided to Older Individuals, sixty (60) years of age or older who are homebound by reason of illness, disability or who are otherwise isolated. These Services include provision of a minimum of three (3) shelf-stable meals per fiscal year. These meals are to be used in the event of an emergency or natural disaster such as earthquakes, power outage, floods, or any disruption of regular meal service to ENP Clients who are receiving Home-Delivered Meal Services.

Food Handler's Certificate: Employees that prepare and/or serve food must possess a Food Handler's Certificate issued by an American National Standards Institute (ANSI) accredited training provider that meets ASTM International E2659-09 Standard Practice for Certificate Programs. (Only if a retail provider – exempt if only providing to senior meal programs).

Hazard Analysis Critical Control Point (HACCP): A systematic preventive approach to food safety which addresses the biological, chemical and physical hazards in production processes (including raw material production, procurement and handling) that can cause the manufacturing, distribution and consumption of the finished product to be unsafe. It also designs measurements to reduce these risks to a safe level. In this manner, HACCP is referred as the prevention of hazards rather than finished product inspection.

Hazard Analysis Critical Control Point (HACCP) Plan: A written document that delineates the formal procedures for following the HACCP principles that were developed by the National Advisory Committee on Microbiological Criteria for Foods and complies with the requirements of the Health and Safety Code Section 114055.

Hazard Analysis Critical Control Point (HACCP) Principles: The seven (7) basic steps of HACCP which are:

1) The completion of hazard analysis identification by identifying the likely hazards to consumers presented by a specific food.
2) The determination of critical control points in receiving, storage, preparation, display, and dispensing of a food.
3) The setting of measurable critical limits for each critical control point determined.
4) Developing and maintaining monitoring practices to determine if critical limits are being met.
5) Developing and utilizing corrective action plans when failure to meet critical limits is detected.
6) Establishing and maintaining a recordkeeping system to verify adherence to a HACCP plan.
7) Establishing a system of audits to:
   a) Initially verify the effectiveness of the critical limits set and appropriateness of the determination of critical control points.
   b) Periodically verify the effectiveness of the HACCP plan.

Home-Delivered Meals: Nutritionally balanced food that is prepared according to the requirements outlined in the Statement of Work and is delivered to Clients as part of the Home-Delivered Meal Services (it's also commonly known as "Meals-on-Wheels"). These meals include Hot, Frozen and Emergency meals which are delivered to individuals who are sixty (60) years of age or older and are homebound by reason of illness, disability or are otherwise isolated. Additionally, the Home-Delivered Meal Services includes a component of Services for Telephone Reassurance that provides regular contact and safety checks by phone calls to reassure and support Home-Delivered Meal Clients or Older Individuals who are on a waiting list to receive Home-Delivered Meals.

Home-Delivered Meals Priority of Service Screening Tool: Subrecipient is required to complete tool for all Home-Delivered Meals clients on current HDM waiting list, prior to updating the AAA Management Information System (MIS).

Home-Delivered Meals Route: A geographical route that is used by Subrecipient to deliver Home-Delivered Meals to Clients living along that route. Such routes are approved for delivery by County prior to being used for Program Services.

Home-Delivered Meals Waiting List: Subrecipient is required to maintain an HDM Waiting List that includes all eligible HDM Clients that Subrecipient cannot provide meals to. Their position on the list is prioritized based on Older Individuals meeting criteria for greatest socioeconomic needs and level of risk of institutional placement if meals are not provided.

Non-delivered Meals: Meals that Service Providers are unable to serve due to limited financial resources. It is essential for ENP Service Providers to record the daily number of non-delivered meals in the AAA Management Information System (MIS) In order to track unmet needs.

Nutrition Counseling: Provision of individualized advice and guidance by a registered dietician in accordance with Business and Professions Code Sections 2585 and 2586 to individuals who are at nutritional risk because of their health or nutritional history, dietary intake, medications use, or chronic illnesses whereby options and methods for improving their nutritional status are addressed.

Nutrition Education: Informing Clients who receive Elderly Nutrition Program Services about current facts and information which will promote improved food selection, eating habits, nutrition, health promotion, and disease prevention practices.

Nutrition Intervention Follow-Up Services: Telephonic or in person contact with Client by a registered dietician to encourage and foster responsibility for an individualized plan of action in order to correct negative eating patterns and habits to treat an existing condition and promote health.

Nutrition-related Supportive Services: Outreach, transportation, food shopping assistance, and escort of Client to nutrition sites.

Nutritional Risk Score: A numerical representation of Client's level of general nutritional health as determined by the Nutrition Screening Index checklist.

Nutrition Screening: Completion of a Nutrition Screening Checklist for eligible individuals to determine if they are at nutritional risk.

Nutrition Screening Checklist: A federal public information collection requirement in the National Aging Program Information System (NAPIS) found in the Federal Register Volume 59 Number 188 (September 29, 1994).

Nutrition Screening Index: A tool used to identify elderly persons who are malnourished or at risk of malnutrition.

Nutrition Services: The procurement, preparation, transport, and serving of meals, nutrition education, nutrition screening, and nutrition counseling, to Clients at Congregate Meal sites or in their homes.

Reassessment: A formalized method of documenting and analyzing changes to Client during the period since the previous Nutrition Assessment and assuring the Services provided by Subrecipient are reducing Client's nutritional risk.

Registered Dietician: A person who shall be both:

- Qualified as specified in the Business and Professions Code Sections 2885 and 2586
- Registered by the Commission on Dietetic Registration

Senior Community Service Employment Program (SCSEP): A community service and work-based job training program for older Americans. Authorized by the Older Americans Act, the program provides training for low-income, unemployed seniors.

ServSafe®: A food and beverage safety training and certificate program administered by the National Restaurant Association. The program is accredited by ANSI and the Conference for Food Protection.

Vulnerable and High-Risk Client: An individual that is assessed with a Nutritional Risk Score of six (6) or higher, that may also be affected by factors such as an illness or condition that resulted in a change in the kind and/or amount of food that is consumed, consumes fewer than two (2) meals per day, or has unintentionally lost or gained ten (10) pounds in the past six (6) months.

EXHIBIT Q
(ACCOUNTING, ADMINISTRATION AND REPORTING REQUIREMENTS)

The purpose of this Exhibit Q is to establish required accounting, financial reporting, and internal control standards for Subrecipient.

The accounting, financial reporting and internal control standards described in this Exhibit Q are minimums. These standards are not intended to be all inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Exhibit Q represents the minimum required procedures and controls that must be incorporated into Subrecipient's accounting and financial reporting systems. Subrecipient certifies that throughout the entirety of this Subaward, it shall maintain the required level of staffing as outlined in this Subaward. Therefore, the internal control standards described herein are those that apply to Subrecipient's organization and Subrecipient shall comply with the intent of these standards and implement internal control systems in its performance of the Work hereunder. Subrecipient's subcontractors must also follow these standards unless otherwise stated in this Subaward.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

Subrecipient shall maintain written financial and accounting procedures which incorporate Generally Accepted Accounting Principles and Subrecipient shall adhere to the requirements set forth therein. Subrecipient may elect to use either the accrual basis or cash basis of accounting during the Fiscal Year for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions. All financial reports required by County shall be prepared by Subrecipient using accrual information and shall be submitted as directed by County.

1.1 County recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis for recording financial transactions, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

Accruals

Accruals shall be recorded observing the following:

- Recorded accruals must be reversed in the subsequent accounting period.

1.2 If Subrecipient elects to use the cash basis for recording financial transactions during the Fiscal Year:

- Necessary adjustments must be made to record the accruals at the beginning and the end of the Fiscal Year.

- All computations, supporting records, and explanatory notes used in converting from the cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Subaward Fiscal Year to the extent goods and Services are received or are applicable to that Fiscal Year.

2.0 Accounting System

Subrecipient shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. Subrecipient shall also maintain a Payroll Register. Postings to the General Ledger and Journals shall be made at least on a monthly basis. Subrecipient shall maintain a separate Cost Center(s), which clearly identifies funds received and expended on Services provided.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.). The Cash Receipts Journal shall contain the following column headings (minimum requirements):

- Date
- Receipt Number
- Cash Debit columns
- Income Credit columns for the following accounts:
  - County payments (one per funding source)
  - Contributions
  - Other Income (grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (entries in the description column must specify the source of cash receipts)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain the following column headings (minimum requirements):

- Date
- Check Number
- Cash (Credit) column
- Expense Account name
- Description

Note (1) Separate cost columns are required for salary expense and other recurring cost classifications for each Program.

Note (2) Entries in the description column must specify the nature of the cost and the corresponding cost classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks).

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same cost classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed upon audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. See Sub-sections A.3.2 (Supporting Documentation) and B.2.4 (Credit Cards) for additional guidance on expense documentation requirements.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for the expenses and revenues of each of Subrecipient's programs (both County and non-County programs).

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- County recommends that Subrecipient use the expense account titles on the monthly invoice submitted to County.

- If Subrecipient uses account titles which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.

- Subrecipient must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number (at a minimum last four digits of the SSN)
- Salary (hourly wage)
- Payment Record including:
  - Accrual Period
  - Gross Pay
  - Itemized Payroll Deductions
  - Net Pay Amount
  - Check Number

If a Payroll Register is not used, the information discussed above must be recorded in the Cash Disbursements Journal.

Subrecipient will ensure compliance with all applicable Federal and State requirements for withholding payroll taxes (e.g., FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (e.g., 941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Subrecipient will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 Subrecipient Invoices

Subrecipient shall present an invoice to County each calendar month to report the prior month's financial activity of the Program. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the Fiscal Year. An invoice shall be provided to County as required in this Subaward. At the discretion of County, Subrecipient will be required to submit all invoices and supporting documentation through County's Contract Management System - Contractor's Gateway or any other electronic System to be determined by County.

3.0 Records

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of Subrecipient's accounting records or supporting documentation shall be immediately reported to County pursuant to the requirements outlined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed and Non-Fixed Assets and Supplies), Section III.C (Loss, Destruction or Theft of Assets). Subrecipient shall report, to the local law enforcement agency having jurisdiction, any act(s), which may reasonably be thought to constitute a crime, and/or which appear to have resulted in the destruction, damage or alteration of any record subject to the provisions of this Exhibit Q. Subrecipient shall prepare a report and submit it to the local law enforcement agency within twenty-four hours after becoming aware of the acts which have resulted in the destruction, damage, or alteration of the record.

A copy of the resulting crime/incident report must be retained by Subrecipient for a period of time under which the underlying records were destroyed, or damaged were required to be retained plus an additional four (4) years, and shall be retained for a longer period in the case of unresolved litigation or audit.

To the extent that automated accounting records contain confidential information including but not limited to the names and addresses of individuals, Social Security Numbers, etc., the computer files containing this information must be adequately encrypted using the most current

encryption standards to prevent unauthorized access and use. If the allowability of expenditures cannot be determined because Subrecipient's records or documentation are non-existent or inadequate according to Generally Accepted Accounting Principles set forth in Title 2 Code of Federal Regulations Part 200.302 (for Workforce Innovation and Opportunities Programs and all Other Programs) or Title 2 Code of Federal Regulations Part 200.302 and Title 45 Code of Federal Regulations Part 75.302 (for Area Agency on Aging Programs), the expenditures will be questioned during an audit/monitoring review and may be disallowed at the sole discretion of County or its Authorized Representative.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained pursuant to the authorized retention period outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement) of this Subaward.

3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts, canceled checks, and other documentation, including electronic documentation clearly establishing the nature of the expenditure and its relevance to for the Program shall be required to support an outlay of Subaward Sums. Unsupported disbursements will be disallowed upon audit. Subrecipient will be required to repay County for all dollar for dollar disallowed costs. **Photocopied (including scanned images) of invoices or receipts, any internally generated documents (e.g., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases. To the extent that the source for electronic documentation is an original hardcopy document (e.g., PDF scans of original vendor invoices) Subrecipient shall retain the original source document for inspection by County. County at its sole discretion may accept photocopies of supporting documentation in preference to the original documents.**

Supporting documentation is required for various types of expenditures. Subrecipients shall provide acceptable supporting documentation for all expenditures, and, with regard to the following categories of expenditures, acceptable supporting documentation shall consist solely of the documentation listed for each expenditure type. Another form of documentation may be used, in lieu of the listed types of acceptable

supporting documentation, provided Subrecipient obtains prior written approval of County to use a specific type of alternative documentation.

Payroll – timecards and attendance records signed by an employee and approved in writing by a supervisor; time distribution records by Program accounting for total work time on a daily basis for all employees; records showing actual expenditures for Social Security and unemployment insurance; State and Federal quarterly tax returns; Federal W-2 forms; and Federal W-4 forms. Personnel records shall also be maintained documenting employee pay rates. Personnel records shall also contain documentation confirming that educational and practical experience requirements of an employee's position have been met. Where licensure is a requirement of an employee's position, Subrecipient's personnel file shall contain proof that employees have the required licenses/certifications.

Consultant Services – Subawards (detailing the nature and scope of services to be provided), time and attendance records, billing rates, travel vouchers (detailing purpose, time and location of travel), purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided. Subrecipient shall also maintain copies of all completed federal form 1099s, establishing that all payments to all consultants were reported in a timely fashion to federal and State taxing agencies.

Travel – prior, written approval from County's Contract Manager for travel expenses related to providing Services under this Subaward; written travel policies of Subrecipient; travel expense vouchers showing location, date and time of travel, purpose of trip, benefit(s) to the Program and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and beginning and ending odometer readings and the resulting mileage. Vehicle mileage logs must clearly identify business versus non-business, or personal travel. For travel related to conferences, Subrecipient shall at a minimum retain conference literature, including but not necessarily limited to, agendas and handouts detailing the purpose of the conference, as part of Subrecipient's documentation of the propriety of the travel expenditure, and its applicability to the Work performed by Subrecipient hereunder.

Reimbursement rates for mileage shall not exceed the lesser of County's rate (which County shall provide to Subrecipient annually) and State's mileage rate (which is available online at: http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx).

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel. Maximum reimbursable lodging amount is County's maximum reimbursement rate for employees for a single occupancy hotel accommodation. Receipts shall also be required for airfare, car rentals, ground transportation and parking.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide subawards or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, Subrecipient shall maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc. Subrecipient shall also maintain documentation acknowledging the receipt of the specific goods and services for the expenditure (e.g., stock received reports, packing slip signed by the receiving employee, etc.). For internal control purposes, Subrecipient may also maintain vouchers, purchase orders, requisitions, etc.

Vehicle Expenses – A vehicle mileage log must be maintained which established the extent to which company owned vehicles are used for business, versus non-business purposes. For all business-related trips, the log shall identify trip dates, the origin and destination of the trip along with beginning and ending odometer readings and the resulting mileage. For other vehicle expenses such as gasoline and maintenance, invoices/receipts must be maintained which reflect the vehicle license number, or vehicle identification number of the vehicle being serviced or fueled. The record maintenance requirements for company-owned vehicles, also applies to personal vehicles used for business purposes.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and business purpose of each meal, and identification of the Client(s).

Loans from Employees/Related Parties – Loans to Subrecipient by employees and/or related parties shall be supported by a written loan agreement and records documenting that the lent funds were deposited into Subrecipient bank account. Subrecipient shall also maintain documentation showing that the loan proceeds were actually used for the Program. To the extent that the loan agreement provides for the payment of interest, the interest may not be an allowable expense under this Subaward. If the payment of interest is allowable, interest shall not be accrued at a rate which exceeds the most current available County Treasury Rate plus one percent.

3.3 Payments to Affiliated Organizations or Persons

Prior to making payments to affiliated organizations or persons (i.e., related party transactions), Subrecipient shall complete a disclosure statement

identifying the nature of the affiliated, or related organization/ persons. Subrecipient shall not make payments to affiliated organizations or persons for Program expenses (e.g., salaries, services, rent, etc.) that exceed the lesser of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to Subrecipient or its members by blood, marriage, or through a legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Subaward. County shall be solely responsible for determining affiliation unless otherwise allowed and approved by the State or Federal agencies.

Payments to affiliated organizations or persons will be disallowed upon audit to the extent the payments exceed the lower of actual costs or the reasonable costs (fair market value) for such items.

3.4 Filing

All relevant supporting documentation for reported Program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- Checks – Numerically
- Invoices – Vendor name and date
- Vouchers – Numerically
- Receipts – Chronologically
- Timecards – Pay period and alphabetically

3.5 Referencing

Accounting transactions posted to **Subrecipient's** books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on Subrecipient's books be cross-referenced to the supporting documentation as follows:

- Invoices – Vender name and date
- Checks – Number
- Vouchers –Number
- Revenue – Receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one (1) check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 Donations and Other Sources of Revenue

Restricted donations and other sources of revenue earmarked specifically for this Subaward must be utilized on allowable Subaward expenditures. Similarly, income from investments (e.g., interest or dividends), where the source of the amount invested is County program funds, shall be deemed restricted revenue that must be utilized on allowable expenditures, or returned to County.

5.0 Audits

For routine audits and inspections, Subrecipient will make available County and any of its duly Authorized Representatives (including State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives), upon request, during County's hours of operation, throughout the duration of this Subaward and for the authorized retention period outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement) of this Subaward, all of its books and records, including but not limited to those which relate to its operation of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through County. All such books and records shall be maintained at a location within Los Angeles County.

In general, audits will normally be performed during normal business hours, Monday through Friday. However, County retains the right to inspect and conduct investigations of Subrecipient's fiscal operations and subaward compliance at any time, without prior notice to Subrecipient seven days a week, when County has information which it, in its sole discretion, deems justifies such an unannounced visit, inspection, audit or investigations.

B. INTERNAL CONTROLS

Internal controls safeguard Subrecipient's assets from misappropriations, misstatements or misuse. Subrecipient shall prepare necessary written procedures establishing internal controls for its staff. Subrecipient shall instruct all of its staff in these procedures and continuously monitor operations to ensure compliance with them.

1.0 Cash Receipts

1.1. Separate Bank Account or Cost Center

All Subaward Sums shall be maintained in a bank account. Subaward Sums shall be used exclusively for Services funded under this Subaward and shall not be commingled with any other monies of Subrecipient. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on

the accounting records through the use of cost centers or separate bank accounts.

1.2 Deposits

When collections are received by mail, two employees should be assigned to open the mail and list all collections received on a check remittance log.

All checks shall be restrictively endorsed upon receipt. Cash received shall be recorded on pre-numbered receipts and the receipts/check remittance log shall be reconciled to the amount being deposited.

Voided receipts shall be retained and the sequences of receipts issued/ voided shall be periodically accounted for.

Cash receipts (i.e., cash and checks) totaling $500 or more shall be deposited within one (1) day of receipt. Collections of less than $500 may be held, and shall be secured and deposited weekly or when the total reaches $500, whichever occurs first. If Subrecipient can establish that a larger limit is warranted, Subrecipient may request authorization from County to increase the limit to an amount greater than $500.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable). Subrecipient shall retain photocopies of County warrants reflected on each deposit slip, or record the individual warrant numbers onto the deposit slip.

1.3 Separation of Duties

An employee who does not handle cash shall record all cash or check receipts in Subrecipient's accounting records.

1.4 Bank Reconciliations

Bank statements should be received and reconciled by someone with no cash handling, or check writing responsibilities.

Monthly bank reconciliations should be prepared within thirty (30) days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliations should be signed and dated by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 Disbursements

2.1 General

All disbursements (other than those made for petty cash, purchases) shall

be made using Subrecipient's check, electronic funds transfer, or debit/credit card.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Similarly, electronic debits to "cash" shall not be made. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature is recommended on all checks over $500, unless otherwise authorized by County in writing. In instances where the payee is also a signor on the check, the disbursement shall be reviewed and approved by a higher level employee, or Board member who shall also sign the check.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent duplicate payments or reuse.

Disbursements without adequate supporting documentation will be disallowed upon audit.

2.2 Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

2.3 Petty Cash

A petty cash fund up to $500 may be maintained for payment of small incidental expenses incurred by Subrecipient (e.g., postage due, small purchases of office supply items, etc.). Subrecipient must obtain prior written approval from County's Contract Manager to establish a petty cash fund greater than $500.

Petty cash disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item

purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under $10), such as parking meters, fee, etc., then some written documentation shall be maintained and approved by a supervisory employee not associated with the transaction. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices (i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both Subrecipient issued credit cards and an employee's personal credit card used on behalf of Subrecipient, should be limited to purchases where established purchasing and disbursement practices are not suitable.

Credit cards issued in Subrecipient's name must be adequately safeguarded and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by Subrecipient management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased the employee making the purchase, and the justification for the purchase. Credit card statements are not sufficient support for credit card purchases.

3.0 Timekeeping

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of Subrecipient's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed upon audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time. To the extent Subrecipient utilizes electronic timecards and time reports,

Subrecipient must ensure that both the employee and supervisor certify time reported using electronic signatures. Where electronic timecards and time reports are used, Subrecipient's reporting system must be able to electronically record the date/time the timecard was prepared/reviewed. Subrecipient's electronic time reporting system must also have sufficient controls to prevent unauthorized alteration/changes to electronic time records and reports.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals. Any automated personnel and payroll records which contain confidential information such as employee addresses, medical condition information, etc. should be adequately encrypted to prevent unauthorized access and use using the latest encryption standards. Subrecipient shall develop, maintain and adhere to its written personnel policies and procedures, wherein such procedures shall incorporate due process protection according to standard personnel practices.

Personnel and payroll records shall include, but are not limited to, the following:

- Employee's authorized salary rate
- Employee information sheet (e.g., employee contact information, emergency contact information, etc.)
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license(s), etc.)
- Performance evaluations
- Criminal record clearance (if required)
- Citizenship status
- Benefit balances (e.g., sick time, vacation, etc.)
- Health Clearances (if required)

3.3 Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

3.4 Limitations on Positions and Salaries

Subrecipient shall not pay any salaries which are higher than those authorized in this Subaward, or the Exhibits thereto, including this Exhibit Q.

When this Subaward is for **Workforce Innovation and Opportunity Act Program Services**, Subrecipient shall adhere to Public Law 109-234, as provided by the Employment Development Department (EDD) through its issuance of a directive. Subrecipient shall obtain the most current version of EDD's directive on salary and bonus limitations on-line using the following Website address: http://www.edd.ca.gov/jobs_and_training/Active_Directives.htm

For purposes of establishing a reasonable level of compensation for Subrecipient's employees, County may refer to the applicable Child Welfare League of America (CWLA) Salary Study.

If an employee serves in the same or dual capacities under more than one subaward or program, time charged to the subawards or programs taken as a whole may not exceed 100% of the employee's actual time worked.

Salaried employees shall be paid a salary that corresponds with the employee's work schedule. For example, a ½-time salaried employee performing the same or similar work should be paid proportionately less than a full-time salaried employee.

The salary expense of salaried employees working on more than one (1) subaward or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

Subrecipient shall not make retroactive salary adjustments for any employee without prior written approval from County's Contract Manager.

3.5 Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll transaction, or reconciling bank accounts.

All employee hires, terminations or pay rate changes shall be approved in writing by authorized persons independent of payroll responsibilities.

4.0 Bonding – All officers, employees, and subrecipients who handle cash or have access to Subrecipient's funds (e.g., prepare checks, etc.) shall be bonded pursuant to Subparagraph 8.25 (Insurance Coverage) of this Subaward.

C. COST PRINCIPLES

1.0 Policy

It is the intent of County to provide funds to Subrecipient for the purpose of providing Services required by this Subaward. Subrecipient shall use these Subaward Sums on actual expenses in an economical and efficient manner and shall ensure that these expenditures are reasonable, proper, and necessary costs of providing Services and are allowable in accordance with the following Administrative requirements, procurement standards, and cost principles (Administrative Requirements):

- Area Agency on Aging (AAA) Programs:
  - Title 2 Code of Federal Regulations Part 200 et seq. and
  - Title 45 Code of Federal Regulations Part 75 et seq.

- Workforce Innovation and Opportunity Act (WIOA) Programs:
  - Title 2 Code of Federal Regulations Part 200 et seq. and
  - Title 2 Code of Federal Regulations Part 2900 et seq.

- All Other Programs:
  - Title 2 Code of Federal Regulations Part 200 et seq.

1.1 Subrecipient is responsible for obtaining the Administrative Requirements noted above, which are available on-line as follows:

- Title 2 Code of Federal Regulations Part 200 et seq. (http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.)

- Title 45 Code of Federal Regulations Part 75 et seq. http://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75

- Title 2 Code of Federal Regulation Part 2900 et seq. https://www.ecfr.gov/cgi-bin/searchECFR?idno=2&q1=2900&rgn1=PARTNBR&op2=and&q2=&rgn2=Part

1.2 Limitations on Expenditures of Subaward Sums

Subrecipient shall comply with this Subaward and Administrative Requirements. The Administrative Requirements define direct and indirect costs, discuss allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically address the allowability of a variety of different costs.

If Subrecipient is unsure of the allowability of any particular type of cost or individual cost, Subrecipient should request advance written approval from County's Program Manager prior to incurring the cost. Any conflict or inconsistency between or among the requirements outlined within this Subaward, Exhibit A (Statement of Work), this Exhibit Q, and Administrative Requirements shall be resolved by giving precedence as follows:

- Administrative Requirements
- Subaward
- Exhibit A (Statement of Work)
- Exhibit Q (Accounting, Administration and Reporting Requirements)

1.3 Expenses Incurred Outside the Subaward Period

Expenses charged against Subaward Sums may not be incurred prior to the effective date of this Subaward, or subsequent to this Subaward's expiration or termination date. Similarly, current period expenses related to events or activities that occurred prior to the effective date of the Subaward may not be allowable. For example, legal costs incurred while prosecuting or defending a lawsuit stemming from events which occurred during a period not covered by a valid Subaward between Subrecipient and County are not allowable. Expenses charged against Subaward Sums during any Fiscal Year period may not be incurred outside of that Fiscal Year period.

1.4 Budget Limitation

Expenses may not exceed the maximum limits shown on the Budget(s).

1.5 Unspent Funds

Subrecipient shall return any unspent Subaward Sums to County unless otherwise permitted by this Subaward. In addition, County will determine the disposition of unspent Subaward Sums upon expiration or termination of this Subaward and at the end of each Fiscal Year period.

1.6 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable. These expenditures must clearly evidence a benefit(s) to the Program.

2.0 Allocable Expenses

When Subrecipient provides services in addition to the Services required under this Subaward, Subrecipient shall allocate expenditures that benefit

programs or funding sources on an equitable basis.

In accordance with Administrative Requirements, Subrecipient shall define its allocable expenses as either direct or indirect costs (as defined in Sub-sections C.2.1 (Direct Costs) and C.2.2 (Indirect Costs) below) and shall allocate each cost using the basis that is most appropriate and feasible.

Subrecipient shall maintain documentation or allocated expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated expenses be charged to an extent greater than 100% of actual expenses or the same expense be charged both directly and indirectly.

2.1 Direct Costs

Unless otherwise set forth in this Subaward, or required by the funding source(s), direct costs are defined as those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of Subrecipient's organization). Examples of direct costs include salaries and benefits of employees working on the Program, supplies and other items purchased specifically for the Program, costs related to space used by employees working on the Program, etc.

For all employees, other than those employed in general or administrative positions, the hours spent on each program (activity) should be recorded on the employees' timecards and the payroll expenses should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one (1) program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees working in each program
- Square footage occupied by each program
- Other relevant and equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint purposes and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits,

supplies, and other costs related to general administration of Subrecipient's organization, and the salaries and expenses of executive officers, personnel administration, and accounting staff.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as significant one-time expenses, or Lower Tier Subrecipient payments)

2.3 Acceptable Indirect Cost Allocation Methods

Administrative Requirements describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when Subrecipient's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs	$250,000
Less: Capital Expenditures	10,000
Allocable indirect costs	240,000
Total Agency-wide indirect salaries	$1,000,000
Indirect cost rate ($240,000/$1,000,000)	24%
Program direct salaries	$100,000
Program indirect costs (24% x $100,000)	$24,000

Direct Allocation Method

This method can also be used when Subrecipient's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are

treated as direct costs. Joint costs for rentals, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when Subrecipient's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

Negotiated Indirect Cost Rates

Subrecipient has the option of negotiating an indirect cost rate or rates for use on all its Federal programs. Subrecipient must submit a Cost Allocation Plan to the Federal agency providing the majority of funds to Subrecipient's organization. The approved indirect cost rate is then applied to the total approved direct cost base.

When Subrecipient has an approved indirect cost rate accepted by all Federal awarding agencies, Subrecipient shall submit a copy of the approval letter to County's Compliance Manager upon request.

D. UNALLOWABLE COSTS

The allowability of a variety of different costs are addressed in the following:

- AAA Program: Title 2 Code of Federal Regulations Part 200.421 et seq. and Title 45 Code of Federal Regulations Part 75.421 et seq.
- WIOA and all Other Programs: Title 2 Code of Federal Regulations Part 200.421 et seq.

For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions (exceptions may include self-insurance, pension funds and reserves for normal severance pay)
- Contributions and donations rendered
- Fines and penalties (e.g., including but not limited to NSF Check Fees, Traffic Citation Fees)

- Lobbying and fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards
- Capital expenditures
- Entertainment/alcoholic beverages

Additionally, Subrecipient shall not use Subaward Sums to repay disallowed costs.

E. REPORTING FRAUD, ABUSE, MISCONDUCT OR NON-COMPLIANCE

1.0 Subrecipient shall report suspected fraud (including welfare fraud), abuse, waste, or misuse of public monies, and misconduct of County personnel to the Los Angeles County Fraud Hotline. Subrecipient shall also report suspected fraud, abuse, waste, or misuse of public monies, and misconduct committed by its employees, volunteers, and any Lower Tier Subrecipients when that fraud affects its Subaward with County. Reportable conditions of fraud include, but are not limited to:

- Requests for bribes/kickbacks/gratuities by County personnel
- Favoritism/nepotism in the awarding of County contracts, selection of vendors or hiring of Subrecipient's employees
- Theft or misuse of any funds, resources or equipment
- Falsification of records
- Violation of conflict of interest requirements; etc.

2.0 Failure to report the types of fraud/misconduct discussed above may be grounds for termination of this Subaward as solely determined by County.

3.0 Reports can be made anonymously to the Los Angeles County Department of Auditor-Controller, Office of County Investigations as follows:

Website:	www.lacountyfraud.org
E-Mail Address:	Hotline@auditor.lacounty.gov
Fraud Hotline:	(800) 544-6861
Fax:	(213) 633-0991
Mail:	Office of County Investigations 500 W. Temple St., Room 515 Los Angeles, CA 90012

4.0 User Complaint Report

4.1 County's staff shall complete the User Complaint Report (UCR) to report Subrecipient's non-compliance with the requirements of this Subaward. Areas of Subrecipient's non-compliance include, but are not limited to, the following:

- Subrecipient's Project Manager or other staff not responding to messages/requests from County staff.
- Subrecipient's Project Manager or other staff does not attend trainings/meetings required by County.
- Subrecipient staff changes without prior notification to County.
- Illegal or inappropriate behavior by Subrecipient's staff.
- Subrecipient not submitting reports/documents or maintaining records as required.
- Subrecipient not complying with the quality assurance requirements as specified in this Subaward.

4.2 County's Compliance Manager shall maintain the UCR, and it will be used to evaluate Subrecipient's performance of the requirements of this Subaward in addition to being used as the basis for placing Subrecipient on probation, suspending payment, suspending this Subaward, terminating this Subaward or any other remedies that are available in this Subaward. The UCR may also be used during County's solicitation process to evaluate Subrecipient's past performance on this Subaward in addition to being used when Subrecipient requests a reference from County for purposes of applying for other grants.

EXHIBIT R
(JOINT FUNDING REVENUE DISCLOSURE)

List all revenue provided to Subrecipient on an annual basis (including the Subaward Sums, foundation grants, donations, etc.). Use additional pages as necessary.

Revenue Source (Agency or Organization Name, Contact Name and Phone Number)	Funding Amount	Funding Period	
		Start Date	End Date
City of El Monte	418,663	7/1/2020	7/31/2020
Workforce Development, Aging and Community Services	166,000	7/1/2020	7/31/2020
Community Development Block Grant	30,654	7/1/2020	7/31/2020
Click here to enter text.	Click here to enter amount.	Click here to enter a date.	Click here to enter a date.
Click here to enter text.	Click here to enter amount.	Click here to enter a date.	Click here to enter a date.
Click here to enter text.	Click here to enter amount.	Click here to enter a date.	Click here to enter a date.
Click here to enter text.	Click here to enter amount.	Click here to enter a date.	Click here to enter a date.
PAGE TOTAL	615,317		
GRAND TOTAL OF ALL PAGES	615,317		

City of El Monte
Subrecipient's Legal Name

ENP202104
Subaward Number

Jessica Zuniga
Name of Preparer (Print)

6/17/2020
Date Prepared

EXHIBIT S
(PURCHASE, INVENTORY AND DISPOSAL REQUIREMENTS FOR FIXED ASSETS, NON-FIXED ASSETS AND SUPPLIES)

I. GOVERNING REGULATIONS AND POLICIES

A. If this Subaward indicates that Subrecipient may purchase Fixed Assets, Non-Fixed Assets and Supplies using Subaward Sums, pursuant to Subparagraph 9.5 (Fixed Assets, Non-Fixed Assets and Supplies) of the Subaward, Subrecipient shall adhere to all Federal, State and County purchasing and fiscal policies, procedures and requirements. Regardless of the source of the Subaward Sums (i.e., Federal, State or County/local monies), Subrecipient shall adhere to these purchasing, inventory and disposal requirements for all Fixed Assets, Non-Fixed Assets and Supplies which are defined in Section II (Fixed Asset, Non-Fixed Asset and Supplies), herein. Such requirements include, but are not limited to, the following:

1.0 Area Agency on Aging (AAA) Programs:

1.1 The requirements of this Exhibit S.

1.2 Administrative requirements, procurement standards and cost principles (Administrative Requirements) outlined in Title 2 Code of Federal Regulations Part 200 et seq. and Title 45 Code of Federal Regulations Part 75 et seq.

1.3 Additional requirements which may be communicated to Subrecipient through County memorandum, directives, Change Notices, Subaward Amendments, etc.

2.0 Workforce Innovation and Opportunity Act (WIOA) Programs:

2.1 The requirements of this Exhibit S.

2.2 Administrative requirements, procurement standards and cost principles (Administrative Requirements) outlined in Title 2 Code of Federal Regulations Part 200 et seq. and Title 2 Code of Federal Regulations Part 2900 et seq.

2.3 Additional requirements which may be communicated to Subrecipient through County memorandum,

directives, Change Notices, Subaward Amendments, etc.

3.0 All Other Programs:

3.1 The requirements of this Exhibit S.

3.2 Administrative requirements, procurement standards and cost principles (Administrative Requirements) outlined in Title 2 Code of Federal Regulations Part 200 et seq.

3.3 Additional requirements which may be communicated to Subrecipient through County memorandum, directives, Change Notices, Subaward Amendments, etc.

B. Throughout this Exhibit S, references will be made to the Administrative Requirements. These references shall mean that Subrecipient shall follow Administrative Requirements that apply to Subrecipient based on the type of Program being funded through this Subaward (e.g., Area Agency on Aging Programs, Workforce Innovation and Opportunity Act Programs, etc.) and the type of entity that best describes Subrecipient's organization (e.g., non-profit, local government, educational institution, etc.).

C. The requirements outlined in this Section I, herein, are applicable to Fixed Assets and Non-Fixed Assets. When specific requirements related to Supplies are not addressed, Subrecipient shall exercise the same due diligence and care required for the purchase, inventory and disposal of Fixed Assets and Non-Fixed Assets when Subrecipient uses Subaward Sums to purchase Supplies.

D. In the event of any conflict or inconsistency between the requirements established in this Exhibit S and any of the governing Administrative Requirements, the conflict shall be resolved by giving precedence to the governing Administrative Requirements.

II. FIXED ASSET, NON-FIXED ASSET AND SUPPLIES

A. Fixed Asset

1.0 A Fixed Asset is an item which has all of the following attributes:

1.1 Includes, but is not limited to, property, plant, equipment, land, buildings, additions, attachments,

improvements, betterments, machinery, vehicles, furniture, tools, intangibles, mineral resources, etc. used to conduct business under this Subaward and are not consumed/sold during the normal course of Subrecipient's business under this Subaward. Such asset must provide a direct benefit to the Program and Services.

1.2 Has a normal useful life of at least one (1) year and has a unit acquisition cost that is $5,000 or more.

1.2.1 For purposes of determining how to classify items as either a Fixed Asset or a Non-Fixed Asset, a unit is defined as either one (1) item or a group of individual items which are purchased together as a bundle in order to be used together. As an example, a desktop computer system which includes a tower along with other peripheral items such as a monitor and/or printer or a laptop system which also includes additional peripherals are considered one (1) unit when each of these systems are purchased as a unit.

1.2.2 The unit acquisition cost is the net invoice price of a unit, which includes shipping costs and sales taxes, any applicable credits and discounts as well as the cost of any modifications, attachments, accessories, or auxiliary apparatus which are necessary to make this unit usable for the purpose for which it is acquired.

1.2.3 To determine the unit acquisition cost of an asset, consider the following example: four (4) identical pieces of equipment, which cost $3,000 each, totaling $12,000 would not meet the $5,000 unit acquisition cost threshold.

1.3 Is either purchased with Subaward Sums and/or was acquired by Subrecipient under a Predecessor Agreement(s) for the same/similar purpose as this Subaward. Such purchases must be allowable and allocable under the requirements of this Subaward. For purposes of this Subaward, a Predecessor Agreement(s) shall mean a subaward between County

and Subrecipient that was executed prior to this Subaward for the same/similar Program Services as this Subaward, and such subaward has expired or terminated.

2.0 Must be ordered or purchased no later than May 31st of the Fiscal Year.

B. Non-Fixed Asset

1.0 A Non-Fixed Asset is an item which has all of the following attributes:

1.1 Does not meet all of the requirements for a Fixed Asset, which are outlined above in Subsection II.A (Fixed Asset), herein, and includes, but is not limited to, computers, laptops, copier machines, printers, etc. used to conduct business under this Subaward. Such asset must provide a direct benefit to the Program and Services.

1.2 Has a normal useful life of over one (1) year and has a unit acquisition cost that is less than $5,000 but is at least $500.

1.2.1 For purposes of determining how to classify items as either a Fixed Asset or a Non-Fixed Asset, a unit is defined as either one (1) item or a group of individual items which are purchased together as a bundle in order to be used together. As an example, a desktop computer system which includes a tower along with other peripheral items such as a monitor and/or printer or a laptop system which also includes additional peripherals are considered one (1) unit when each of these systems are purchased as a unit.

1.2.2 The unit acquisition cost is the net invoice price of a unit, which includes shipping costs and sales taxes, any applicable credits and discounts as well as the cost of any modifications, attachments, accessories, or auxiliary apparatus which are necessary to make this unit usable for the purpose for which it is acquired.

1.2.3 To determine the unit acquisition cost of an asset, consider the following example: four (4) identical pieces of equipment, which cost $3,000 each, totaling $12,000 would meet the requirements for the unit acquisition cost described herein.

1.3 All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).

1.4 All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).

1.5 Is either purchased with Subaward Sums and/or was acquired by Subrecipient under a Predecessor Agreement(s). Such purchases must be allowable and allocable under the requirements of this Subaward.

1.6 Must be ordered or purchased no later than May 31st of the Fiscal Year.

2.0 Whatever amount is approved for the equipment must be the same amount that's reflected on the Budget.

3.0 You must submit a minimum of three (3) bids when requesting approval for equipment.

C. Usage of the Term "Assets"

1.0 Throughout the entirety of this Exhibit S, references will be made to items that are classified as either Fixed Assets or Non-Fixed Assets. The use of these classifications is based on whether the item meets the requirements outlined in Subsection II.A (Fixed Asset), herein, and Subsection II.B (Non-Fixed Asset), herein. In some instances where a specific type of asset is being discussed or addressed, the appropriate term will be used to identify that asset as either a Fixed Asset or a Non-Fixed Asset. Otherwise, any usage of the specific term "Assets" shall mean that the requirements apply to both Fixed Assets and Non-Fixed Assets, collectively (hereafter "Assets").

D. Types of Assets

1.0 Additions and Attachments are products that typically involve physical extensions of existing units that are necessary to make these units usable for the purposes for which they are acquired, but do not involve renovations.

1.1 An Addition or an Attachment is considered a Fixed Asset when its cost, combined with the cost of the unit it is attached to, along with its other characteristics, meet the definition of a Fixed Asset as set forth herein.

1.2 Examples of Additions and Attachments include new rooms, new roof, new heating, ventilation and air conditioning (HVAC) system added to an existing building, etc.

2.0 Improvements and Betterments are products that typically do not increase the physical size of the unit.

2.1 Requirements for AAA Programs, WIOA Programs and all Other Programs

2.1.1 Improvements and Betterments enhance the condition of a unit (e.g., extend life, increase service capacity, lower operating costs, etc.).

2.1.2 An Improvement or a Betterment is considered a Fixed Asset when the final cost of the unit being improved or bettered along with its other characteristics, meet the definition of a Fixed Asset as set forth in Subsection II.A (Fixed Asset), herein.

2.1.3 Examples of Fixed Assets that might be improved or bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage and lighting systems, etc.

3.0 Intangible Property is an item which lacks physical substance but gives valuable rights to the owner; and, such item can be either a Fixed Asset or a Non-Fixed Asset.

3.1 The acquisition cost of the Intangible Property

includes all amounts incurred to acquire and to ready the Asset for its intended use. Typical Intangible Property costs include the purchase price, legal fees, and other costs incurred to obtain title to the Asset.

3.2 Examples of Intangible Property include patents, copyrights, leases, computer software, etc.

4.0 Hardware consists of tangible equipment including computers, printers, terminals, etc.; and, such item can be either a Fixed Asset or a Non-Fixed Asset.

E. Supplies

1.0 Supplies are items which have all of the following attributes:

1.1 Are goods, materials or other items which are consumed during the normal course of business and may include, but are not limited to, paper, pencils, printer cartridges, file folders, etc. (i.e., Supplies are items which are used in such a way that once used, they cannot be re-used or recovered afterward).

1.2 Have a unit acquisition cost that is less than $500.

1.3 Are necessary for Subrecipient to effectively and efficiently carry out the objectives, tasks and activities of the Program and provide Services hereunder.

1.4 Are either purchased with Subaward Sums and/or were acquired by Subrecipient under a Predecessor Agreement(s).

III. GENERAL REQUIREMENTS FOR ASSETS AND SUPPLIES

A. The following requirements are applicable to both Assets and Supplies. In some areas, the requirements are only applicable to Assets; however, Subrecipient shall exercise due diligence in the use and maintenance of Supplies when specific requirements related to Supplies are not addressed.

B. Management of Assets and Supplies

1.0 To prevent misuse, destruction or theft, Subrecipient shall exercise due diligence in its care, use, maintenance, protection and preservation of all Assets and Supplies.

2.0 During the entire term of this Subaward, Subrecipient is responsible for the replacement or repair of Assets until Subrecipient has complied with all written instructions from County regarding the final disposition of the Assets as detailed in Section X (Disposal Requirements for Assets and Supplies) herein.

3.0 Subrecipient shall not use Assets or Supplies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

4.0 Subrecipient shall use Assets and Supplies for the purpose for which they are intended under this Subaward. When no longer needed for that purpose, Subrecipient shall treat them as prescribed in Section X (Disposal Requirements for Assets and Supplies), herein.

5.0 Subrecipient may share use of Assets or allow use by other programs upon prior written approval of County. As a condition of approval, County may require payment under this Subaward for that use.

C. Loss, Destruction or Theft of Assets

1.0 Subrecipient shall promptly investigate, fully document and report the loss, destruction or theft of Assets. Subrecipient shall report such loss, destruction or theft as follows:

1.1 Subrecipient shall notify the local law enforcement agency with jurisdiction over the location where the crime occurred by telephone (and confirmed in writing by filing a police report) within twenty-four (24) hours of occurrence or discovery of such incident.

1.2 Subrecipient shall notify County's Contract Manager by telephone (and confirmed in writing) or by e-mail within five (5) business days of occurrence or discovery of such crime. Subrecipient shall prepare an Incident Report, as described below, which shall be provided to County's Contract Manager.

1.3 Incident Report

1.3.1 At a minimum, Subrecipient's Incident Report of such loss shall contain the following elements:

1.3.1.1 Identification of the Asset(s)

1.3.1.2 Recorded value(s) of each Asset

1.3.1.3 Facts relating to the crime

1.3.1.4 A copy of the police report, where appropriate

1.3.2 Subrecipient shall retain the Incident Report pursuant to the record retention requirements outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement) of the Subaward.

2.0 Subrecipient agrees to indemnify County for any loss resulting from the use of any Assets.

IV. DEPRECIATION, USE ALLOWANCE AND CAPITALIZATION POLICY FOR ASSETS

A. Any Asset purchased with the Federal portion of Subaward Sums, if any, and/or with Subrecipient's required matching contributions may not be depreciated or capitalized.

B. Any Asset purchased with the non-Federal portion of Subaward Sums, if any, may be capitalized and/or depreciated over the estimated useful lives of these Assets pursuant to Subrecipient's acquisition policies.

C. Unless otherwise approved by County, compensation for the use of buildings and other capital improvements may be made through depreciation, or a use allowance:

1.0 The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).

2.0 The computation should exclude the cost of land, buildings, and equipment donated by federal, State or County governments and the cost of buildings and land contributed by Subrecipient to satisfy funding matching requirements.

3.0 For depreciation, an appropriate useful life must be established for the asset(s) which considers factors such as the nature of the asset used, susceptibility to technological obsolescence, etc.

4.0 A use allowance is computed as an annual rate that may not exceed an annual rate of two-percent (2%) of the acquisition cost if the asset is a building or improvement. A use allowance in excess of the ceiling percentage must be justified by Subrecipient.

V. TITLE TO ASSETS

A. Assets Purchased with Subaward Sums

1.0 Unless otherwise required by Federal or State laws or regulations, or as agreed upon in writing by the parties, Assets remain the property of County until such time as County approves the final disposition of the Assets (i.e., County retains title to all Assets used in the performance of this Subaward).

B. Assets Purchased Under a Predecessor Agreement(s)

1.0 Unless otherwise required by Federal or State laws or regulations or as agreed upon in writing by the parties, Assets purchased under a Predecessor Agreement(s) remain the property of County until such time as County approves the final disposition of these Assets (i.e., County retains title to all Assets purchased under a Predecessor Agreement(s)).

C. Title to Vehicles

1.0 County retains title to vehicles that are purchased with Subaward Sums. County also retains title to vehicles purchased with funds from a Predecessor Agreement(s), when such vehicles are currently in the possession of Subrecipient.

2.0 Vehicles shall be registered only in the name of Subrecipient. Such registration applies to all vehicles which are purchased with Subaward Sums as well as those purchased under a Predecessor Agreement(s), when such vehicles are currently in the possession of Subrecipient.

3.0 For each vehicle(s) purchased with the Subaward Sum(s) under this Subaward and/or under a Predecessor Agreement that is used in the operation of the Program (i.e., County-owned vehicle(s)), Subrecipient shall ensure that such vehicle(s) undergo a certified smog inspection as required under applicable State and Los Angeles County laws.

Subrecipient must receive evidence of a passing inspection (i.e., smog certificate) for each vehicle and shall submit a copy of the smog certificate to County's Compliance Manager on an annual basis in the manner and timeframe designated by County. When the vehicle(s) is not required to undergo a smog inspection during any year, Subrecipient shall provide evidence (copy of vehicle registration, etc.) indicating that the inspection is not warranted for the specified year.

D. Throughout the entire term of this Subaward, Subrecipient shall adhere to the following:

1.0 Subrecipient shall provide current, ongoing and adequate insurance covering all vehicle drivers pursuant to Subparagraph 8.24 (General Provisions for all Insurance Coverage) and Paragraph 8.25 (Insurance Coverage) of the Subaward.

2.0 Subrecipient shall ensure that each vehicle driver has a current, valid California driver's license.

VI. APPROVAL REQUIREMENTS FOR PURCHASING ASSETS

A. Necessary Prior Approval to Purchase Assets for Area Agency on Aging Programs

1.0 Prior to purchasing or acquiring any Assets, Subrecipient must receive written approval from County authorizing the purchase when Subrecipient will use any amount of Subaward Sums to purchase the Asset. Prior approval is also required for the following:

1.1 All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).

1.2 All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).

2.0 Prior approval is not required for the purchase of Supplies. However, Subrecipient shall adhere to all of the other procurement policies governing the purchase of Supplies as outlined herein and in accordance with Administrative Requirements.

3.0 Subrecipient shall submit a written request to County's Contract Manager to request authorization to purchase such Asset. Subrecipient shall submit this written request at least thirty (30) days in advance of the date/time that Subrecipient intends to purchase the Asset.

3.1 For WIOA Programs, Subrecipient shall submit a written request to County's Contract Manager following the instructions provided in WIOA Directive number D-DWA-04-024/D-YTH-04-08 (dated August 24, 2004). Copies of this Directive are available on the Work Source California website, which may be accessed using the following address: http://www.worksourcecalifornia.com/information/directives.htm

4.0 Upon receiving written approval from County, Subrecipient shall ensure that all Asset purchases are also approved in writing by Subrecipient's Board of Directors or its Authorized Representative, before the Asset is purchased.

5.0 County's approval of Subrecipient's Budget does not constitute approval for Subrecipient to purchase the Asset. Once all written approvals have been received, Subrecipient shall then include the Asset in its Budget and proceed with the purchase.

6.0 Examples

6.1 If Subrecipient intends to purchase an item which costs $475 and Subrecipient will use $475 of Subaward Sums to purchase this item, prior approval is not required.

6.2 If Subrecipient intends to purchase an item, which costs $550 and Subrecipient will use $500 of Subaward Sums to purchase this item, prior written approval is required.

VII. APPROVAL REQUIREMENTS FOR DISPOSING OF ASSETS

A. Necessary Prior Approval to Dispose of Assets for AAA Programs:

1.0 Subrecipient shall obtain prior written approval from County (and State) in order to sell, trade-in, discard, or transfer to another entity any Asset with a unit acquisition cost of at least

$500 and/or any item which meets the standards outlined in the Subaward pertaining to Information Technology. Subrecipient shall not dispose of any Asset or Information Technology product unless/until Subrecipient receives such written approval.

2.0 Subrecipient shall contact County's Contract Manager to obtain specific instructions on how to request prior approval, and Subrecipient shall adhere to all County and State requirements for the disposal of these Assets/Information Technology product.

3.0 Prior to the sale, trade-in, discard or transfer of any Asset consisting of electronic equipment with digital memory or storage capability, Subrecipient shall send a written notification to County's Contract Manager attesting that the device's memory and/or any information stored in the memory is permanently removed, erased and cleared of all Subaward, Program and Client related records and information (or any information that would compromise Subrecipient's ability to adhere to the confidentiality requirements of this Subaward, including Subparagraph 7.6 (Confidentiality) of the Subaward, Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement), and Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) – if/when Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) is included with this Subaward.

4.0 Upon receipt of written approval from County, Subrecipient shall follow all guidelines to dispose of Assets and Supplies pursuant to Section X (Disposal Requirements for Assets and Supplies), herein.

B. Necessary Prior Approval to Dispose of Assets for WIOA Programs

1.0 Subrecipient shall obtain prior written approval from County in order to sell, trade-in, discard or transfer to another entity any Asset with a unit acquisition cost of at least $500. Subrecipient shall not dispose of any Asset unless/until Subrecipient receives such written approval.

2.0 Subrecipient shall contact County's Contract Manager to obtain specific instructions on how to request prior approval from County, and Subrecipient shall adhere to all County requirements for the disposal of these Assets.

3.0 Prior to the sale, transfer, donation or other disposal of any Asset consisting of electronic equipment with digital memory or storage capability, Subrecipient shall send a written notification to County's Contract Manager attesting that the device's memory and/or any information stored in the memory is permanently removed, erased and cleared of all Subaward, Program and Client related records and information (or any information that would compromise Subrecipient's ability to adhere to the confidentiality requirements of this Subaward, including Subparagraph 7.6 (Confidentiality) of the Subaward, Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement) and Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) – if/when Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) is included with this Subaward.

4.0 Upon receipt of written approval from County, Subrecipient shall follow all guidelines to dispose of Assets and Supplies pursuant to Section X (Disposal Requirements for Assets and Supplies), herein.

C. Necessary Prior Approval to Dispose of Assets for all Other Programs:

1.0 Subrecipient shall obtain prior written approval from County in order to sell, trade-in, discard or transfer to another entity any Asset with a unit acquisition cost of at least $500, or $300 if purchased under a Predecessor Agreement(s) (regardless of the residual or current fair market value of the Asset). Subrecipient shall not dispose of any Asset unless/until Subrecipient receives such written approval.

2.0 Subrecipient shall contact County's Contract Manager to obtain specific instructions on how to request prior approval from County, and Subrecipient shall adhere to all County requirements for the disposal of these Assets.

3.0 Prior to the sale, transfer, donation or other disposal of any Asset consisting of electronic equipment with digital memory or storage capability, Subrecipient shall send a written notification to County's Contract Manager attesting that the device's memory and/or any information stored in the memory is permanently removed, erased and cleared of all Subaward, Program and Client related records and information (or any information that would compromise Subrecipient's ability to adhere to the confidentiality requirements of this Subaward, including Subparagraph 7.6 (Confidentiality), Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement), and Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) – if/when Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) is included with this Subaward.

4.0 Upon receipt of written approval from County, Subrecipient shall follow all guidelines to dispose of Assets and Supplies pursuant to Section X (Disposal Requirements for Assets and Supplies), herein.

D. Necessary Prior Approval to Use Program Income from Sales Revenue

1.0 Subrecipient shall obtain prior written approval from County in order to use Program Income derived from revenue earned after the sale of Assets pursuant to Exhibit Q (Accounting, Administration and Reporting Requirements).

4.0 Subrecipient shall contact County's Program Manager to obtain specific instructions on how to request prior approval from County, and Subrecipient shall adhere to all County requirements for the use of such Program Income.

VIII. PURCHASE REQUIREMENTS FOR ASSETS

A. The following requirements are applicable only to Assets. However, Subrecipient shall exercise due diligence in the purchase of Supplies when specific requirements related to Supplies are not addressed.

B. Cost Requirements

1.0 Subrecipient shall perform a cost or price analysis prior to the purchase of an Asset.

1.1 A cost analysis includes the review and evaluation of each element of cost to determine its reasonableness, allocability and allowability. Subrecipient shall ensure that the cost of the Assets are allowable and allocable pursuant to the cost principles outlined in Administrative Requirements.

1.2 A price analysis includes the comparison of price quotations submitted, market prices, and similar indicia, together with discounts.

2.0 Subrecipient shall conduct an analysis of lease and purchase alternatives to determine the most economical and practical procurement method.

3.0 Subrecipient shall avoid purchasing unnecessary or duplicative items. Subrecipient shall ensure that the costs for Assets are reasonable and proper and that the Assets are necessary to carry out the purposes and activities of the Program (or are necessary and reasonable for the proper and efficient accomplishment of Program objectives).

4.0 Subrecipient shall ensure that all costs associated with the purchase of an Asset are included in the Asset's true actual cost (i.e., the true actual cost of the Asset should include all amounts to be incurred to acquire and to ready the Asset for its intended use). The true actual cost shall also include any deductions for discounts, refunds, adjustments, rebates and allowances received by Subrecipient as well as any charges for taxes, delivery/shipping, etc.

5.0 Subrecipient shall only charge the true actual cost of the Asset to this Subaward. If the true actual cost of the Asset is allocable to multiple funding sources, the share of costs charged to this Subaward shall not be charged by Subrecipient to another grant, program or contract.

C. Competitive Procurement

1.0 Subrecipient shall conduct all procurements for Assets in a manner that provides full, open and free competition

consistent with the procurement standards outlined in Administrative Requirements.

2.0 Subrecipient shall ensure that it obtains and thoroughly evaluates a minimum of three (3) written competitive bids from the best known sources prior to purchasing the Asset.

3.0 Subrecipient shall avoid organizational conflicts of interest and non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade.

4.0 Subrecipient or Subrecipient's agent who develops or drafts specifications, requirements, statements of work, invitation for bids and/or request for proposals for the procurement of Assets shall be excluded from competing for such procurements.

5.0 Subrecipient shall select the most responsible vendor whose bid is most responsive to the requirements outlined in the solicitation.

6.0 Sole Source Procurement (Non-competitive Procurement)

6.1 Sole source procurement is the solicitation of a proposal from only one (1) source or after solicitation from a number of sources, competition is determined inadequate.

6.2 Sole source procurement may only be used when the procurement is not feasible under the small purchase procedures, sealed bids or competitive proposals (as defined in Administrative Requirements and at least one (1) of the following applies:

6.2.1 The Asset is available only from a single source/vendor.

6.2.2 Public exigency or emergency for the Asset will not permit a delay resulting from a competitive solicitation.

6.2.3 County provides written authorization for non-competitive procurement of the Asset.

6.2.4 After solicitation of a number of sources, and with written approval from County, competition is determined inadequate.

6.3 The sole source procurement must be documented, and such documentation shall include a full justification providing an explanation as to why this non-competitive procurement method was used.

7.0 Subrecipient shall ensure that solicitations for Assets provide:

7.1 Clear and accurate description of the technical requirements for the Asset to be procured and such description shall not contain features which unduly restrict competition.

7.2 Requirements which the bidder must fulfill and all other factors to be used in evaluating bids.

7.3 Description of the functions to be performed (i.e., performance required), including the minimum acceptable standards.

7.4 Description of specific features of "brand name" products or an equivalent that bidders are required to meet when such items are included in the solicitation.

7.5 Acceptance, to the extent possible and as economically feasible, of Assets dimensioned in the metric system of measurement.

7.6 Preference, to the extent possible and as economically feasible, for Assets that conserve natural resources, protect the environment and are energy efficient.

8.0 Subrecipient shall make an effort to utilize small businesses, minority-owned firms and women's business enterprises whenever possible, pursuant to the procurement procedures outlined in the applicable Administrative Requirements.

D. Procurement Instrument

1.0 Subrecipient shall determine the type of procuring or contracting instrument to be used for the purchase. Such instrument may include purchase orders, fixed price subawards, cost reimbursable subawards, etc.

2.0 Subrecipient shall determine and use the most appropriate instrument for the particular procurement and such instrument shall promote the best interests of the Program.

3.0 "Cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting shall not be used.

E. Documentation Requirements

1.0 Subrecipient shall maintain proper forms of documentation to demonstrate the significant history of the procurement for all Assets (e.g., requisitions, purchase orders, receipts, price quotes/vendor bids, etc.).

2.0 Subrecipient shall have written internal procurement procedures in place (including processes for vendor selection, requisition approval, etc.).

3.0 Subrecipient shall maintain documentation of its cost/price analysis and any sole source procurement.

4.0 Subrecipient's Budget

4.1 Subrecipient shall report Assets purchased with Subaward Sums on the Budget. Prior to reporting Assets on the Budget, Subrecipient shall receive written approval from County in order to purchase Assets as detailed in Section VI (Approval Requirements for Purchasing Assets), herein.

4.2 Assets purchased by Subrecipient shall match the Assets reported on the Budget.

4.3 The total cost of Assets purchased shall not exceed the amounts reported on the Budget. Subrecipient shall be liable for the cost of any Asset when that cost exceeds the amount approved by County for the purchase of the Asset.

4.4 In the event that the actual purchase price is less than the cost reported on the Budget, Subrecipient shall submit a Budget Modification to County's Contract Manager before the end of the Fiscal Year pursuant to Subparagraph 9.9 (Modifications) of the Subaward.

5.0 Additional Documentation Requirements for Area Agency on Aging Programs

5.1 In addition to the documentation requirements outlined above, the following requirements shall also apply to AAA Programs:

5.1.1 Subrecipient shall submit supporting documents including, but not limited to, receipts, purchase orders, invoices, etc. for all Assets.

5.1.2 The supporting documents shall be submitted to County's Contract Manager at the same time that Subrecipient submits its invoice to County for the Asset.

F. Assets must be physically received prior to the end of the Fiscal Year during which they are purchased.

G. Assets purchased either wholly with the Federal share of Subaward Sums and/or with any required Subrecipient matching contribution shall be charged directly to the Program.

IX. INVENTORY REQUIREMENTS FOR ASSETS

A. The following requirements are applicable only to Assets. However, Subrecipient shall exercise reasonable care in the maintenance and tracking of Supplies.

B. Asset Bar Code Identification Tags

1.0 Subrecipient shall ensure that all Assets are properly identified with Asset Bar Code Identification tags. These tags include a unique identifier which is used to track the Asset until its final disposition.

2.0 Subrecipient shall notify County's Contract Manager to obtain the Asset Bar Code Identification tags and County is responsible for ensuring that all Assets are tagged. As such, Subrecipient shall provide County full access to these Assets so that County can affix the tags on each Asset.

C. Inventory Tracking

1.0 Every two (2) years, or more frequently as requested by County, Subrecipient shall conduct a physical inventory of all Assets and shall document its activities. Subrecipient shall reconcile the results with Subrecipient's Asset accounting and inventory records.

2.0 Subrecipient shall investigate any difference(s) between quantities determined by the physical inspection and those

shown in the accounting and inventory records to determine the causes of the difference(s).

3.0 As part of its inventory tracking, Subrecipient shall verify the existence, current utilization and continued need for Assets.

4.0 Subrecipient shall inventory these Assets until the final disposition procedures have been completed for the Assets. Upon final disposition of the Assets, Subrecipient shall remove these Assets from its accounting and inventory records. Subrecipient shall continue to maintain the disposition records in accordance with the record retention requirements outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement) of the Subaward.

D. Reporting Current Fiscal Year

1.0 As part of the annual Closeout process which is conducted at the end of each Fiscal Year, Subrecipient shall complete its report of all Assets purchased during that Fiscal Year.

2.0 Subrecipient shall maintain supporting records for all Assets.

3.0 County may require Subrecipient to submit such supporting records upon request.

4.0 Subrecipient shall ensure that the information on the supporting records match the information reflected on County's inventory records.

X. DISPOSAL REQUIREMENTS FOR ASSETS AND SUPPLIES

A. The following requirements are applicable to both Assets and Supplies. Additionally, Subrecipient shall exercise due diligence to dispose of Supplies when specific requirements related to Supplies are not addressed. Subrecipient shall ensure that it obtains prior written approval from County in order to dispose of Assets pursuant to Section VII (Approval Requirements for Disposing of Assets), herein.

B. Consistent with Federal and State regulations, Subrecipient may dispose of Assets and Supplies pursuant to the guidelines reflected in this Exhibit S as well as in the Administrative Requirements.

C. For purposes of this Exhibit S, disposal shall include the sale, discard, transfer, donation, trade-in or other disposal of Assets.

D. Only Assets that are considered Salvage or Surplus may be sold, transferred, donated or otherwise disposed of.

1.0 Salvage items include Assets which are obsolete, broken or irreparable.

2.0 Surplus items are Assets which are no longer needed for the Program due to expiration or termination of this Subaward, termination of the Program, dissolution of Subrecipient's operations, or other similar circumstances.

3.0 Subrecipient may sell, transfer, donate or otherwise dispose of Assets when these conditions are met:

3.1 Only after the Assets have first been offered to and declined in writing by County.

3.2 The sale, transfer, donation or other disposal does not create a conflict of interest for County or Subrecipient. For purposes of this Exhibit S, a conflict of interest may exist when the disposal of Assets involves certain individuals or entities who become the recipients of these Assets. These individuals and entities may include the following: Subrecipient employees; Subrecipient employees' family members; entities that conduct business or have a relationship with Subrecipient; Clients; etc.

E. Disposition of Assets upon Dissolution of Subrecipient's Operations, Expiration or Termination of Subaward or Termination of Program

1.0 County reserves the right to determine the final disposition of the Assets when any of the following occurs:

1.1 After dissolution of Subrecipient's operations

1.2 Upon expiration or termination of this Subaward

1.3 When the Program, for which Assets were purchased, has ended

2.0 Disposition may include, but is not limited to, County taking possession of and acquiring the Assets.

3.0 Subrecipient shall prepare a final Inventory Control Form reflecting the Assets to be provided to County, and shall submit it to County's Contract Manager within the timeframe designated by County.

4.0 County reserves the right to require Subrecipient to transfer such Assets to another entity, including, but not limited to, State, County or another subrecipient.

5.0 To exercise the right referenced in Subsection X.E.4.0, herein, County will issue specific written disposition instructions to Subrecipient no later than ninety (90) days after expiration or termination of this Subaward, notification of Subrecipient's dissolution or termination of the Program.

F. Supplies

1.0 Subrecipient shall compensate County for its share of the residual inventory of unused Supplies if the residual or current fair market value of the inventory exceeds $500 or more in the aggregate when the items are no longer needed for either the Program or another Federally-funded program.

2.0 The aggregate value in this case is the total value of all remaining unused Supplies.

G. Current Fair Market Value

1.0 Subrecipient shall determine the current fair market value of all Assets being sold, transferred, disposed of or donated.

2.0 Subrecipient shall use one (1) or more of the following methods/resources to determine the current fair market value of an Asset:

2.1 Orion Computer Blue Book

2.2 Professional or expert appraisal

2.3 Public advertisement

2.4 Industry quotation

2.5 Other similar methods/resources

H. Sale of Assets

1.0 After receiving written approval from County for this action, Subrecipient may sell Assets, which meet the requirements outlined in Subsections X.D.1.0 – X.D.3.0, herein, as a method of disposing those Assets.

2.0 Subrecipient shall have proper sales procedures in place in order to sell Assets. These procedures shall provide for competition to the extent practicable and shall result in the highest possible return.

3.0 Subrecipient shall record all sales revenue information relating to the sale or disposition of the Assets. Revenue from the sale of Assets becomes Program Income and Subrecipient may be required to reimburse County for the revenue that is earned pursuant to Exhibit Q (Accounting, Administration and Reporting Requirements).

4.0 After the sale of an Asset, Subrecipient shall prepare an updated Inventory Control Form and submit it to County's Contract Manager within the timeframe to be specified by County. The updated Inventory Control Form shall reflect information on the Assets sold.

5.0 Subrecipient shall obtain receipts from the recipient of the sale item(s) acknowledging receipt of the sale item(s) and shall forward copies of the receipts to County's Contract Manager along with the completed Inventory Control Form.

I. Transfer of Assets

1.0 After receiving written approval from County to transfer Assets, which meet the requirements outlined in Subsections X.D.1.0 – X.D.3.0, herein, Subrecipient may proceed with this action as a method of disposing those Assets.

2.0 Subrecipient shall transfer Assets according to this order:

2.1 To another program providing the same or similar service as that provided under this Subaward.

2.2 To a Federally or State-funded program.

3.0 After the transfer of an Asset, Subrecipient shall prepare an updated Inventory Control Form and shall submit it to County's Contract Manager within the timeframe to be

specified by County. The updated Inventory Control Form shall reflect information for the Assets transferred.

4.0 Subrecipient shall obtain receipts from the recipient of the transferred item(s) acknowledging receipt of the transferred item(s). Subrecipient shall forward copies of these receipts to County's Contract Manager along with the completed Inventory Control Form.

J. Donation of Assets

1.0 After receiving written approval from County to donate Assets, which meet the requirements outlined in Subsections X.D.1.0 – X.D.3.0, herein, Subrecipient may proceed with this action as a method of disposing those Assets.

2.0 To donate Assets, Subrecipient shall:

2.1 Prepare an updated Inventory Control Form and submit it to County's Contract Manager within the timeframe to be specified by County. The updated Inventory Control Form shall reflect information for the Assets donated.

2.2 Obtain receipts from the recipient of the donated item(s) acknowledging receipt of the donated item(s) and shall forward copies of the receipts to County's Contract Manager along with the completed Inventory Control Form.

2.3 Obtain liability waiver(s) for donated items. Subrecipient shall be responsible for developing its own liability waiver, which should provide the following information, at a minimum:

2.3.1 Names and addresses of Subrecipient and recipient organization.

2.3.2 Complete description of the Asset(s) being donated including, but not limited to, Asset Bar Code Identification tag number, Asset name and make/model, serial number, quantity and condition.

2.3.3 Date when donation was received by recipient organization.

2.3.4 Certification statement to be attested to by recipient organization releasing Subrecipient from all liability for the donated Asset(s).

2.3.5 Name, signature and title of the recipient organization's authorized representative.

XI. NON-COMPLIANCE WITH PURCHASE, INVENTORY AND DISPOSAL REQUIREMENTS

A. Subrecipient shall be under a continuing obligation throughout the entire term of this Subaward to comply with the purchase, inventory and disposal requirements outlined in this Exhibit S and in Administrative Requirements.

B. Subrecipient's non-compliance with these requirements shall subject Subrecipient to remedies which will be determined by County at County's sole discretion. Such remedies may include, but are not limited to, those actions noted in Subparagraph 9.19 (Remedies for Non-Compliance) of the Subaward. County may also impose the following remedies as warranted by the non-compliance:

1.0 Disallow the cost for Assets purchased without prior written approval

2.0 Require Subrecipient to remit payment for Assets which are not properly disposed or inventoried

3.0 Remove those Assets from Subrecipient which are not properly maintained pursuant to the requirements outlined herein.

XII. RECORDKEEPING

A. Subrecipient shall retain all Inventory Control Forms and all supporting records (including but not limited to invoices, receipts, purchase orders, etc.) for Assets and Supplies pursuant to Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement) of the Subaward.

B. Subrecipient shall make these documents available for collection and/or viewing by Federal, State and County authorities upon request.

EXHIBIT T
(INTENTIONALLY OMITTED)

EXHIBIT U (CERTIFICATION OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM)

Select the certification below that is applicable to Subrecipient's (that is, Contractor's) organization:

☒ Contractor is familiar with the terms of the Los Angeles County Code Chapter 2.206 (Defaulted Property Tax Reduction Program). To the best of its knowledge, after a reasonable inquiry, Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation. Contractor agrees to comply with County's Defaulted Property Tax Reduction Program during the term of Subaward (that is, Contract).

☐ Contractor is exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

Click here to enter text.

Declaration

I declare under penalty of perjury under the laws of the State of California that the information stated herein is true and correct.

City of El Monte
Subrecipient's Legal Name

Elderly Nutrition Program
Title of Program Services

Salvador Mendez	Acting Director of Parks, Recreation & Community Services
Name of Authorized Representative	Title of Authorized Representative
Authorized Representative's Signature	6/17/2020
	Date

Rev. 09/2019

EXHIBIT V
(CONTRACT MANAGEMENT SYSTEM –
CONTRACTOR'S GATEWAY TERMS AND CONDITIONS OF USE)

1.0 County has developed the Contract Management System – Contractor's Gateway (hereafter "System"), an automated system designed to electronically manage this Subaward. County has implemented the System and Subrecipient shall use the System to perform its administrative contracting functions as directed by County.

2.0 County has established policies concerning the access, use and maintenance of the System. Subrecipient shall adhere to these policies, which include this Exhibit V (hereafter "Terms and Conditions of Use"), the Contract Management System-Contractor's Gateway User Acknowledgement Agreement ("User Acknowledgement Agreement"), instruction guides/tutorials provided by County, training sessions conducted by County, etc. Subrecipient's non-compliance with these policies may subject Subrecipient to denial of access to the System, suspension of payment(s), termination of this Subaward, and/or other actions which County may take at its sole discretion.

3.0 System Access and Control

3.1. Subrecipient shall access the System using the following Uniform Resource Locator (URL) link: https://gateway.css.lacounty.gov:4443/OA_HTML/AppsLogin (please note there is an underscore between "OA" and "HTML" in the URL).

3.2. Subrecipient shall ensure that data that is accessed using County information technology resources must be used for County authorized purposes and must not be disclosed to others without County's prior written authorization or unless required by Federal, State or Program regulations.

3.3. Unauthorized access by Subrecipient to any County information technology resource, including the System, network, software application programs, data files, and restricted work areas is prohibited.

3.4. Accessing the System During Non-Business Hours

3.4.1. County recommends that Subrecipient does not access the System during non-business hours in order to allow County to provide technical assistance when requested from Users (who are defined in Section 5.0 (User Accounts), herein).

3.4.2. For purposes of this Terms and Conditions of Use, non-business hours are defined as the days and times that are outside of the traditional work week (where the traditional work week is

recognized as Monday – Friday, 8:00 a.m. to 5:00 p.m.). The traditional work week does not include County-recognized holidays.

3.4.3. Generally, County-recognized holidays are the same as Federally-recognized holidays such as January 1st, July 4th, December 25th, etc. of each year. Subrecipient may obtain a current list of County-recognized holidays from County's Contract Manager or designee.

4.0 System Protocols and Security

4.1. Digital communications that occur between Subrecipient and County within the System are conducted over a secure network, which has been established by County using Secure Socket Layer technology, one of the most robust encryption platforms available.

4.2. The System's URL provides an assurance to County and Subrecipient that accessing and using the System are done securely. A Web browser in secure mode will display a URL address beginning with "https://" rather than the standard "http://", where the "s" in "https://" stands for "secure".

4.3. County has established these secure, standard protocols which encrypt data across publicly used Internet connections.

4.4. County will make every effort to provide standard Internet-level performance while Users utilize the System. Subrecipient shall contact County when it experiences any disruptions in services by following the guidelines established in Sub-section 8.2, herein.

5.0 User Accounts

5.1. Designation of Users

5.1.1. Subrecipient shall designate Subrecipient Employees (Users) who shall be responsible for operating the System on Subrecipient's behalf.

5.1.2. For purposes of this Terms and Conditions of Use, a Subrecipient Employee is defined as a staff member on Subrecipient's payroll who works on this Subaward.

5.1.3. Subrecipient shall obtain prior approval from County to designate an account for each User who accesses the System. Subrecipient shall follow the instruction guides/tutorials provided by County and the general guidelines outlined in Sub-section 5.5 (Requesting User Accounts), herein, for requesting, creating and designating User accounts.

5.2. User Account Classification

5.2.1. User accounts are classified as either View-Only or Administrative. Subrecipient shall designate a classification for each User when requesting approval for a User account.

5.2.2. There are two (2) types of User account classifications:

5.2.2.1. View-Only User: A User who can access the System to view all Subaward documents and agency information.

5.2.2.2. Administrative User: A User who can access the System to view all Subaward documents and agency information, submit Subaward documents to County, update Subrecipient's administrative information, receive automated System alerts/notices (when designated as the contact person for this responsibility), and perform other functions as defined by County.

5.3. Active and Inactive User Accounts

5.3.1. An active User account is defined as a User who has an approved, current, valid account, which does not have an inactive or termination date in the System. This User can access the System and perform functions based on his/her account classification (as defined in Sub-section 5.2 (User Account Classification), herein).

5.3.2. An inactive User account is defined as a User whose account profile has been assigned an inactive or termination date and User can no longer access the System.

5.4. Subrecipient shall designate and maintain a minimum of two (2) active Users (up to a maximum of four (4) active Users) at all times as follows:

5.4.1. Subrecipient shall designate at least one (1) Administrative User at the level of Subrecipient's Project Manager.

5.4.2. Subrecipient shall designate at least one (1) User who has delegated authority to execute this Subaward. This User shall be at the level of the Executive Director and may be classified as either a View-Only User or an Administrative User.

5.4.3. One of the two Users shall be designated as the responsible contact who shall receive and respond to System generated alerts/notices pertaining to Subaward Document Deliverables (e.g., insurance certificates, business licenses, permits, etc.).

5.5. Requesting User Accounts

5.5.1. Subrecipient shall obtain prior approval from County in order to establish User accounts in the System. Subrecipient shall follow these general guidelines to obtain County's approval:

5.5.1.1. Subrecipient shall review its Employees, assess each of their responsibilities, and determine which Employee(s) should have a User account in the System.

5.5.1.2. Subrecipient shall provide the Employee with the User Acknowledgement Agreement, and the Employee shall read and complete the form. Subrecipient's Authorized Representative shall review and sign the form. Subrecipient shall ensure that the User Acknowledgement Agreement is completed for each Employee that will receive a User account.

5.5.1.3. Subrecipient shall ensure that the completed User Acknowledgement Agreement is attached/saved in the System as a Subaward Document Deliverable (on the General Page of the Administration tab) prior to requesting and being granted access to the System by County.

5.5.1.4. Subrecipient shall create a profile for each User in the System.

5.5.1.5. Upon County's receipt of the User profile submitted by Subrecipient, County will review User's profile and Employee's completed User Acknowledgement Agreement.

5.5.1.6. County will inform Subrecipient whether the User account has been approved or rejected.

5.5.2. Approved and Rejected User Accounts

5.5.2.1. Upon approval of Subrecipient's request for a User account, County will provide User with a unique User Name (logon/System identifier) and a default password.

5.5.2.1.1. User shall be responsible for changing his/her password when prompted by the System.

5.5.2.1.2. User may begin accessing the System immediately.

5.5.2.2. Upon rejection of Subrecipient's request for a User account, County will follow-up with Subrecipient to discuss the reason(s) for rejecting Subrecipient's request for a User account.

5.5.3. Subrecipient's Assurances Upon Creating User Accounts

5.5.3.1. Subrecipient is responsible for the conduct of all Users who access and utilize the System. Subrecipient shall ensure that Subrecipient and its Users adhere to this Terms and Conditions of Use, the User Acknowledgement Agreement, instruction guides/tutorials provided by County, training sessions conducted by County, etc. which establish the policies under which the Users shall operate the System.

5.5.3.2. Subrecipient shall ensure that each User's copy of the User Acknowledgement Agreement forms are saved in the System as a Subaward Document Deliverable. Subrecipient shall not delete any User Acknowledgement Agreement forms from the System without County's written prior approval.

5.5.3.3. Subrecipient shall ensure that all Users receive and maintain current copies of all instruction guides/tutorials for using the System, which are developed by County and provided to Subrecipient.

5.6. User Name and Password

5.6.1. Subrecipient shall ensure that its Users do not share their unique User Name and password with any other person.

5.6.2. County recommends that Users change their passwords every three (3) months to ensure additional password security.

5.6.3. Subrecipient shall ensure that all Users maintain valid, secure e-mail accounts, which shall be used for self-service maintenance of User Name and password information. In the event that Users forget their User Name or password, User shall adhere to the instruction guides/tutorials provided by County for resetting the User Name or password.

5.6.4. Repeated changes to a User's password outside of the recommended three-month period, as noted in Sub-section 5.6.2, herein, shall be monitored and investigated by County and may result in County suspending User's access.

5.7. Change in User's Status

5.7.1. When a User's status changes (e.g., he/she is no longer employed by Subrecipient or User's responsibilities change), Subrecipient's Authorized Representative shall take immediate action to update the User's account profile. Updates to User account profiles shall be approved by County.

5.7.2. Subrecipient shall update User account profiles in the System by removing a User's account once that User is no longer an Employee on this Subaward.

5.7.3. New Employees/Users

5.7.3.1. When Subrecipient determines that a new Employee shall receive a User account, Subrecipient shall adhere to the guidelines established in Sub-section 5.5 (Requesting User Accounts), herein, to create an account in the System.

5.7.3.2. Prior to requesting a new User account, Subrecipient shall ensure that it continues to maintain at least two (2) active Users and does not exceed the maximum of four (4) Users (pursuant to Sub-section 5.4, herein).

5.7.4. Subrecipient shall regularly review all User account information to ensure accuracy and completeness. Subrecipient shall ensure that updates are completed whenever administrative changes occur.

5.7.5. If County determines at its own discretion that Subrecipient is creating or removing User accounts too frequently then County shall take appropriate measures to investigate and remedy these occurrences. Upon County's request, Subrecipient shall provide sufficient justification for these frequent User account updates.

6.0 General Policies for Use

6.1. County information technology resources are to be used solely for County business purposes.

6.2. County may periodically update this Terms and Conditions of Use and the User Acknowledgement Agreement policies. County may also implement future enhancements to the System. Subrecipient shall ensure that

Subrecipient and Users adhere to all policy updates as well as any new procedures for using System enhancements.

6.3. Data Integrity

6.3.1. Subrecipient shall ensure that Users maintain the integrity of data they enter in the System, and do not save, store or attach electronic files in the System which do not meet the following requirements:

6.3.1.1. File types must be Word, Excel or Portable Data Format (PDF) documents. Files such as pictures, videos, music, PowerPoint presentations, or other files as determined by County are not acceptable types of documents.

6.3.1.2. File types must be compatible with standard/common national brands, including Microsoft Office 2003 products or later version (Word, Excel, etc.), Adobe Reader 9.0 (or later version) or their equivalent.

6.3.1.3. Files shall not be corrupted (i.e., documents shall be free of viruses).

6.3.1.4. The size limit of each file shall not exceed ten (10) megabytes (10 MB).

6.3.2. Subrecipient's non-compliance with the data requirements outlined herein will be remedied at County's sole discretion.

6.4. E-Mail Alerts and Notices

6.4.1. The System generates automatic e-mail alerts and notices based on the occurrence of certain events. These events may include, but are not limited to, confirmation of executed Subaward (or Amendments), request for Subaward Document Deliverables, notification of expired Subaward Compliance Document Deliverables, etc.

6.4.2. Subrecipient shall ensure that its Users adhere to all alerts and notices generated by the System. These alerts and notices shall convey and have the same effect and importance as alerts and notices sent by County's Administration (or their designees) as defined in Paragraph 6.0 (Administration of Subaward-County) in this Subaward and Exhibit E (County's Administration). Subrecipient shall appropriately respond to all requests for documentation, promptly adhere to due dates/deadline requirements and diligently follow all instructions indicated in the alert/notice.

6.5. Administrative Changes

6.5.1. Pursuant to Paragraph 7.0 (Administration of Subaward-Subrecipient) and Paragraph 8.34 (Notices) of this Subaward, Subrecipient shall designate its authorized staff by using Exhibit F (Subrecipient's Administration). Further, Subrecipient shall initiate any changes in its staff, including those listed on Exhibit F (Subrecipient's Administration), by giving written notice to County.

6.5.2. When changes to Subrecipient's staff, address or other items requiring written notice are necessary, Subrecipient shall:

6.5.2.1. Adhere to the requirements outlined in Paragraph 8.34 (Notices) of this Subaward.

6.5.2.2. Upon providing the required written notice to County, update the administrative data in the System, including all User account profile information.

6.5.3. Implementation and use of the System shall not excuse Subrecipient from adhering to the requirements for providing proper written notice to County when changes occur in Subrecipient's administration.

7.0 Monitoring

7.1. All County information technology resources are subject to audit and periodic, unannounced review by County.

7.2. County reserves the right to administer, monitor, audit and/or investigate Subrecipient's access to and use of County's information technology resources (i.e., System, e-mails, Subrecipient-generated data files, etc.). If evidence of abuse or negligence is identified, County will take the appropriate actions to remedy any areas of Subrecipient's non-compliance.

7.3. During County's monitoring of User activities, unusual practices will be investigated and reported to County's Administration. County will take the necessary steps to remedy Subrecipient's inappropriate use of the System. Unusual practices may include, but are not limited to, the following:

7.3.1. Users frequently accessing the System during non-business hours (pursuant to Sub-section 3.4 (Accessing the System During Non-Business Hours), herein).

7.3.2. Subrecipient not maintaining the minimum and/or exceeding the maximum number of Users at any point in time (pursuant to Sub-section 5.4, herein).

7.3.3. Users changing their passwords more than the recommended limit (pursuant to Sub-section 5.6.4, herein).

7.3.4. Subrecipient frequently changing its Users (pursuant to Sub-section 5.7.5, herein).

8.0 System Maintenance and Technical Assistance

8.1. To ensure proper operation of the System, County will periodically perform routine System maintenance activities. Since these activities will impact the ability of Users to access the System, County will notify Users when they attempt to login that System maintenance is occurring and County will indicate the time when the System will become available. Generally, System maintenance activities will occur during non-business hours (e.g., weekends, late evenings, County-recognized holidays, etc.) to limit the impact to Users.

8.2. County will provide assistance to Users in the event of technical difficulties that may occur while utilizing the System. Technical assistance will be provided as follows:

8.2.1. Monday through Friday, 8:00 a.m. to 5:00 p.m. (excluding County-recognized holidays).

8.2.2. County's Administrators

8.2.2.1. Ms. Tsotso Odamtten may be reached by phone or e-mail, respectively, as follows: (213) 738-2663 or todamtten@wdacs.lacounty.gov.

8.2.2.2. Ms. Lynn Tran may be reached by phone or e-mail, respectively, as follows: (323) 513-4214 or ltran@wdacs.lacounty.gov.

8.2.3. County will follow-up on requests for assistance from Subrecipient within at least two (2) business days during the traditional work week (pursuant to Sub-sections 3.4.2 and 8.2.1, herein).

EXHIBIT W1 (BUDGET)

ALL COSTS REPORTED ON THIS BUDGET SHALL BE ALLOWABLE, NECESSARY, AND REASONABLE FOR THE PROGRAM SERVICES TO BE PROVIDED.

Program Services:	CONGREGATE MEAL SERVICES
Fiscal Year:	2020-2021
Funding Type:	Baseline Funding
Los Angeles County Region:	N/A
Supervisorial District:	One (1)
Subaward Number:	ENP202104
Amendment Number:	N/A — Modification Number: N/A
Subrecipient's Legal Name:	City of El Monte

Main Administrative Office Address	City	State	Zip Code
11001 Mildred Street	El Monte	Ca	91731

Mailing Address (if different from above)	City	State	Zip Code
3120 Tyler Avenue	El Monte	Ca	91731

Prefix	Authorized Representative	Job Title	Phone Number	Ext.	E-Mail Address
Mr.	Salvador Mendez	Acting Director	626.580.2205	[Enter]	salmendez@elmonteca.gov

Prefix	Project Manager	Job Title	Phone Number	Ext.	E-Mail Address
Ms.	Jessica Zuniga	Acting Supervisor	626.258.8612	[Enter]	jzuniga@elmonteca.gov

Prefix	Budget Analyst	Job Title	Phone Number	Ext.	E-Mail Address
Ms.	Jessica Zuniga	Acting Supervisor	626.258.8612	[Enter]	jzuniga@elmonteca.gov

PROGRAM FUNDING SUMMARY

(A) SERVICE CATEGORY	(B) SUBAWARD SUM YEAR 1 (SSY1) (1)		SUBRECIPIENT'S FUNDS (SF) (2)					(F) TOTAL FUNDING	(G) UNIT RATE		
			(C) MATCH (3)		(D) NON-MATCH		(E) PROGRAM INCOME		(1) SSY1	(2) SF	(3) TOTAL FUNDING
	(1) CASH OTHER	(2) CASH NSIP	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH	(B+C+D+E)			
American Meals	$ 103,251	$ 11,749	$ 17,356	[Enter]	$ 108,810	[Enter]	[Enter]	$ 241,166	$ 6.95	$ 7.62	$ 14.57
Ethnic Meals (Cambodian)	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	$ -	$ -	$ -	$ -
Ethnic Meals (Chinese)	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	$ -	$ -	$ -	$ -
Ethnic Meals (Indian/ Vegetarian)	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	$ -	$ -	$ -	$ -
Ethnic Meals (Kosher)	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	$ -	$ -	$ -	$ -
Equipment (Purchases) (4)	[Enter]	[Enter]	[Enter]		[Enter]			$ -			
Equipment (Other) (5)				[Enter]		[Enter]		$ -			
Grand Total (6)	$ 103,251	$ 11,749	$ 17,356	$ -	$ 108,810	$ -	$ -	$ 241,166			

COUNTY USE ONLY			
Assigned Program Analyst:	Sherl Stanton	Equipment Purchase(s) Approved by:	N/A
Assigned Contract Analyst:	Irma Panosian		
Budget Reviewed and Approved by:	An Duong	Date:	8/16/2020

NOTE:

(1) The SSY1 for each Service Category shall match the SSY1 Cash Other reflected in Exhibit X1 (Mandated Program Services), Section I (Units of Service Summary) for each Service Category.

(2) The SF for each Service Category shall match the SF reflected in Exhibit X1 (Mandated Program Services), Section I (Units of Service Summary) for each Service Category.

(3) The minimum required total match is twelve percent (12%) of SSY1.

(4) Funding Amount for Equipment (Purchase(s)) reflected under SSY1 and SF shall match the Equipment (Purchase(s)) Funding Amount reflected in Exhibit X1 (Mandated Program Services), Section I (Units of Service Summary).

(5) Funding Amount for Equipment (Other) reflected as SF shall match the Equipment (Other) Funding Amount reflected in Exhibit X1 (Mandated Program Services), Section I (Units of Service Summary).

Amount.

Program Services: Older Americans Act (OAA) Title III C-1 Congregate Meal Services

Fiscal Year: 2020-2021

Funding Type: Baseline Funding

Los Angeles County Region: N/A

Supervisorial District: One (1)

Subaward Number: ENP202104

Amendment Number: N/A **Modification Number:** N/A

Subrecipient's Legal Name: City of El Monte

I. BUDGET DETAIL - PERSONNEL

(A) POSITION TITLE (1)	(B) % OF TIME ON PROGRAM (2)	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1 (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
Coordinator/Project Manager	10%	$ 5,749	12	$ 6,898	$ 6,898						$ 6,898	$0
Program Specialist	100%	$ 1,950	12	$ 23,400				$ 23,400			$ 23,400	$0
Program Specialist	100%	$ 1,950	12	$ 23,400				$ 23,400			$ 23,400	$0
Recreation Leader	100%	$ 1,723	12	$ 20,670				$ 20,670			$ 20,670	$0
Recreation Leader	100%	$ 1,723	12	$ 20,670				$ 20,670			$ 20,670	$0
Recreation Leader	100%	$ 1,723	12	$ 20,670				$ 20,670			$ 20,670	$0
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												

I. BUDGET DETAIL - PERSONNEL

(A) POSITION TITLE (1)	(B) % OF TIME ON PROGRAM (2)	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1 (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
SUBTOTAL DIRECT PERSONNEL				$ 115,708	$ 6,898	$ -	$ -	$ 108,810	$ -	$ -	$ 115,708	$0
Taxes [Enter Rate]					(3)	(3)	(3)	(3)	(3)	(3)		
Benefits 15.00%				$ 17,356	(4)	$ 17,356	(4)	(4)	(4)	(4)	$ 17,356	$0
TOTAL DIRECT PERSONNEL				$ 133,064	$ 6,898	$ 17,356	$ -	$ 108,810	$ -	$ -	$ 133,064	$0
INDIRECT												
Indirect Costs (Personnel)				[Complete as needed]	(5)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	$ -	
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL PERSONNEL				$ 133,064	$ 6,898	$ 17,356	$ -	$ 108,810	$ -	$ -	$ 133,064	$0

NOTE:

(1): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work). If a mandatory position is performed by staff under a different position/payroll title then list both the position title noted in Exhibit A (Statement of Work) and the payroll title (e.g., Project Director/Recreation Director).

(2): If an individual's time is allocated to multiple Program Services, that individual's time shall not exceed 100% when his/her time is totaled for Congregate Meal Services, Home-Delivered Meal Services, and Telephone Reassurance Services.

(3): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for taxes.

(4): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for benefits.

(5): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: Older Americans Act (OAA) Title III C-1 Congregate Meal Services

Fiscal Year: 2020-2021

Funding Type: Baseline Funding

Los Angeles County Region: N/A

Supervisorial District: One (1)

Subaward Number: ENP202104

Amendment Number: N/A **Modification Number:** N/A

Subrecipient's Legal Name: City of El Monte

II. BUDGET DETAIL - VOLUNTEERS

(A) POSITION TITLE	(B) NUMBER OF POSITIONS	(C) % OF TIME ON PROGRAM (1)	(D) MONTHLY SALARY EQUIVALENT	(E) NO. OF MONTHS	(F) TOTAL SALARY EQUIVALENT (B*C*D*E)	PF (G) MATCH (2) (1) IN-KIND	PF (H) NON-MATCH (1) IN-KIND	(I) TOTAL IN-KIND (G + H)	(J) VARIANCE (F - I)
DIRECT									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
TOTAL DIRECT VOLUNTEERS					$ -	$ -	$ -	$ -	$0
INDIRECT									
Indirect Costs (Volunteers)					[Complete as needed]	[Complete as needed]	[Complete as needed]		
GRAND TOTAL									
GRAND TOTAL VOLUNTEERS					$ -	$ -	$ -	$ -	$0

NOTE:

(1): If an individual's time is allocated to multiple Program Services, that individual's time shall not exceed 100% when his/her time is totaled for Congregate Meal Services, Home-Delivered Meal Services, and Telephone Reassurance Services.

(2): When using volunteer services as an in-kind match to meet the minimum required match, this in-kind match shall not exceed more than fifty percent (50%) of the minimum required match. For example, if volunteer services total $2,000 and the minimum required match is $1,500 then a maximum of $750 of volunteer services will count toward meeting the minimum required match. Additionally, Subrecipient does not have to change the amount of volunteer services reflected as in-kind match since only a portion of it may be counted toward meeting the minimum required match. Using the previous example, Subrecipient may reflect $2,000 (as opposed to $750) as in-kind match for volunteer services but only $750 of this amount will be counted toward meeting the minimum required match.

Program Services: Older Americans Act (OAA) Title III C-1 Congregate Meal Services

Fiscal Year: 2020-2021

Funding Type: Baseline Funding

Los Angeles County Region: N/A

Supervisorial District: One (1)

Subaward Number: ENP202104

Amendment Number: N/A **Modification Number:** N/A

Subrecipient's Legal Name: City of El Monte

III. BUDGET DETAIL - VOLUNTEER EXPENSES

(A) DESCRIPTION	(B) UNIT COST	(C) NUMBER OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1 (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
Training												
Mileage (Cost/Mile) (1)												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
TOTAL DIRECT VOLUNTEER EXPENSES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Volunteer Expenses)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL VOLUNTEER EXPENSES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Effective January 1, 2020 through December 31, 2020, County's approved mileage rate is $0.545 per mile and State's mileage rate is available online at: http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx. Reimbursement for mileage shall not exceed the lesser of County's rate and State's rate.

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: Older Americans Act (OAA) Title III C-1 Congregate Meal Services

Fiscal Year: 2020-2021

Funding Type: Baseline Funding

Los Angeles County Region: N/A

Supervisorial District: One (1)

Subaward Number: ENP202104

Amendment Number: N/A **Modification Number:** N/A

Subrecipient's Legal Name: City of El Monte

IV. BUDGET DETAIL - LOWER TIER SUBAWARDS

(A) LOWER TIER SUBRECIPIENT'S NAME AND DESCRIPTION OF SERVICES (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1 (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
TOTAL DIRECT LOWER TIER SUBAWARDS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Lower Tier Subawards)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	$ -	
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL LOWER TIER SUBAWARDS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Use this Budget Detail to report lower tier subawards with vendors who provide Program Services by entering the name of the vendor and providing a brief description of the services provided by the vendor. Information shall match the list of Lower Tier Subawards reflected on Exhibit Y (List of Lower Tier Subawards). Subrecipient shall obtain prior written approval from County before executing lower tier subaward(s).

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: Older Americans Act (OAA) Title III C-1 Congregate Meal Services

Fiscal Year: 2020-2021

Funding Type: Baseline Funding

Los Angeles County Region: N/A

Supervisorial District: One (1)

Subaward Number: ENP202104

Amendment Number: N/A **Modification Number:** N/A

Subrecipient's Legal Name: City of El Monte

V. BUDGET DETAIL - LOWER TIER SUBAWARDS FOR CATERED FOOD

(A) LOWER TIER SUBRECIPIENT'S NAME (1)	(B) SERVICE CATEGORY	(C) UNIT COST	(D) NO. OF UNITS	(E) NO. OF MONTHS	(F) TOTAL COSTS (C*D*E)	(G) SSY1 (1) CASH OTHER	(G) SSY1 (2) CASH NSIP	SF (H) MATCH (1) CASH	SF (H) MATCH (2) IN-KIND	SF (I) NON-MATCH (1) CASH	SF (I) NON-MATCH (2) IN-KIND	SF (J) PROGRAM INCOME (1) CASH	(K) TOTAL FUNDING (G+H+I+J)	(L) VARIANCE (F - K)
DIRECT														
Trio Community Meals	American Meals	$ 4.12	2,187	12	$ 108,102	$ 96,353	$ 11,749						$ 108,102	$0
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
TOTAL DIRECT LOWER TIER SUBAWARDS FOR CATERED FOOD					$ 108,102	$ 96,353	$ 11,749	$ -	$ -	$ -	$ -	$ -	$ 108,102	$0
INDIRECT														
Indirect Costs (Lower Tier Subawards for Catered Food)						(2)		[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?														
GRAND TOTAL														
GRAND TOTAL LOWER TIER SUBAWARDS FOR CATERED FOOD					$ 108,102	$ 96,353	$ 11,749	$ -	$ -	$ -	$ -	$ -	$ 108,102	$0

NOTE:

(1): Use this Budget Detail to report lower tier subawards with caterers by entering the name of the caterer. The information provided herein shall be included in Exhibit Y (List of Lower Tier Subawards). Subrecipient shall obtain prior written approval from County before executing lower tier subaward(s).

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column G (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: Older Americans Act (OAA) Title III C-1 Congregate Meal Services

Fiscal Year: 2020-2021

Funding Type: Baseline Funding

Los Angeles County Region: N/A

Supervisorial District: One (1)

Subaward Number: ENP202104

Amendment Number: N/A **Modification Number:** N/A

Subrecipient's Legal Name: City of El Monte

VI. BUDGET DETAIL - RAW FOOD

(A) SERVICE CATEGORY	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1		SF					(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
							(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(2) CASH NSIP	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT													
American Meals													
Ethnic Meals (Cambodian)													
Ethnic Meals (Chinese)													
Ethnic Meals (Indian/Vegetarian)													
Ethnic Meals (Kosher)													
TOTAL DIRECT RAW FOOD				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT													
Indirect Costs (Raw Food)					(1)		[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?													
GRAND TOTAL													
GRAND TOTAL RAW FOOD				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: Older Americans Act (OAA) Title III C-1 Congregate Meal Services

Fiscal Year: 2020-2021

Funding Type: Baseline Funding

Los Angeles County Region: N/A

Supervisorial District: One (1)

Subaward Number: ENP202104

Amendment Number: N/A **Modification Number:** N/A

Subrecipient's Legal Name: City of El Monte

VII. BUDGET DETAIL - SPACE

(A) NAME OF LOCATION AND DESCRIPTION	(B) UNIT COST (1)	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1 (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
TOTAL DIRECT SPACE				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Space)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL SPACE				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Please submit supporting documentation with this Budget for any unit cost, which exceeds $2.00 per square foot, that will be supported by the SSY1.

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: Older Americans Act (OAA) Title III C-1 Congregate Meal Services

Fiscal Year: 2020-2021

Funding Type: Baseline Funding

Los Angeles County Region: N/A

Supervisorial District: One (1)

Subaward Number: ENP202104

Amendment Number: N/A **Modification Number:** N/A

Subrecipient's Legal Name: City of El Monte

VIII. BUDGET DETAIL - EQUIPMENT

(A) DESCRIPTION (1)	(B) EQUIPMENT TYPE (2) or (3)	(C) UNIT COST	(D) NO. OF UNITS	(E) TOTAL COSTS (C*D)	(F) SSY1 (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
GRAND TOTAL												
TOTAL DIRECT EQUIPMENT				$ -	$ -	$ -	$ -	$ -	$ -		$ -	$0

NOTE:

(1) County's approval of Subrecipient's Budget does not constitute approval for Subrecipient to purchase the Equipment/Asset. Prior approval is needed for all computing devices, regardless of cost (including but not limited to workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones) as well as all portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives), and/or when Subrecipient will use $500 or more of the SSY1 to purchase the Equipment/Asset.

Subrecipient shall obtain prior written approval from County at least thirty (30) days in advance of the date/time that Subrecipient intends to purchase the Equipment using SSY1 and no later than March 31st of the Fiscal Year. Equipment must be ordered or purchased no later than May 31st of the Fiscal Year.

Subrecipient must submit a minimum of three (3) bids when requesting approval for Equipment that is $500 or more.

Subrecipient must ensure that the description and amount of the Equipment purchase(s) on the Budget are the same as the actual item(s) purchased.

(2) Purchase includes any equipment that Subrecipient intends to purchase. Subreciept shall report this using any combination of SSY1, Match Cash, and Non-match Cash.

(3) Other includes any equipment (except for leased equipment) which is not purchased by Subrecipient (e.g. donated items). Subrecipient shall report this using any combination of Match In-kind and/or Non-match In-kind.

Program Services: Older Americans Act (OAA) Title III C-1 Congregate Meal Services

Fiscal Year: 2020-2021

Funding Type: Baseline Funding

Los Angeles County Region: N/A

Supervisorial District: One (1)

Subaward Number: ENP202104

Amendment Number: N/A **Modification Number:** N/A

Subrecipient's Legal Name: City of El Monte

IX. BUDGET DETAIL - OTHER COSTS

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1 (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1 (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
(6)												
(6)												
(6)												
(6)												
TOTAL DIRECT OTHER COSTS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Other Costs)					(7)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL OTHER COSTS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Allowable costs are identified in accordance with Title 2 Code of Federal Regulations (CFR) Part 200 and Title 45 Code of Federal Regulations (CFR) Part 75.

(2): Subrecipient shall obtain prior written approval from County if utilizing SSY1 for Conferences.

(3): Subrecipient shall provide the following information to your assigned Contract Analyst: (a) Kind of equipment, (b) Indicate whether the equipment lease is program specific or a shared cost, (c) If a shared cost, provide the cost distribution methodology for County review and (d) Length of the lease.

(4): Effective January 1, 2020 through December 31, 2020, County's approved mileage rate is $0.545 per mile and State's mileage rate is available online at: http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx. Reimbursement for mileage shall not exceed the lesser of County's rate and State's rate.

(5): Subrecipient shall obtain prior written approval from County if utilizing SSY1 for Travel (Other).

(6): Subrecipient shall contact their assigned Contract Analyst if there is a cost(s) that Subrecipient would like to add that is not included in the drop down list. Subrecipient shall provide detailed explanation of the cost to

(7): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: Older Americans Act (OAA) Title III C-1 Congregate Meal Services
Fiscal Year: 2020-2021
Funding Type: Baseline Funding
Los Angeles County Region: N/A
Supervisorial District: One (1)
Subaward Number: ENP202104
Amendment Number: N/A **Modification Number:** N/A
Subrecipient's Legal Name: City of El Monte

X. BUDGET SUMMARY

(A) COST CATEGORIES			(B) COSTS (1)						(C) FUNDING CATEGORIES			(D) FUNDING (1)					
			(1) Total Budgeted Costs	(2) Amer. Meals Unit Rate	(3) Ethnic Meals (Cam) Unit Rate	(4) Ethnic Meals (Chi) Unit Rate	(5) Ethnic Meals (Ind) Unit Rate	(6) Ethnic Meals (Kos) Unit Rate				(1) Total Budgeted Costs	(2) Amer. Meals Unit Rate	(3) Ethnic Meals (Cam) Unit Rate	(4) Ethnic Meals (Chi) Unit Rate	(5) Ethnic Meals (Ind) Unit Rate	(6) Ethnic Meals (Kos) Unit Rate
DIRECT																	
1	Personnel	Cash Other (SSY1)	$ 6,898	$ 0.42	[Enter]	[Enter]	[Enter]	[Enter]	1	SSY1	Cash Other (SSY1)	$ 103,251	$ 6.24	[Enter]	[Enter]	[Enter]	[Enter]
		Cash (SF)	$ 126,166	$ 7.62	[Enter]	[Enter]	[Enter]	[Enter]					[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		In-Kind (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]			Cash NSIP (SSY1)	$ 11,749	$ 0.71	[Enter]	[Enter]	[Enter]	[Enter]
2	Volunteers	In-Kind (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]					[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
3	Volunteer Expenses	Cash Other (SSY1)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]			Subtotal	$ 115,000	$ 6.95	$ -	$ -	$ -	$ -
		Cash (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]									
		In-Kind (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]									
4	Lower Tier Subawards	Cash Other (SSY1)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	2	Match	Cash (SF)	$ 17,356	$ 1.05	[Enter]	[Enter]	[Enter]	[Enter]
		Cash (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]					[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		In-Kind (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]					[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
5	Lower Tier Subawards for Catered Food	Cash Other (SSY1)	$ 96,353	$ 5.82	[Enter]	[Enter]	[Enter]	[Enter]			In-Kind (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		Cash NSIP (SSY1)	$ 11,749	$ 0.71	[Enter]	[Enter]	[Enter]	[Enter]					[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		Cash (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]					[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		In-Kind (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]					[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
6	Raw Food	Cash Other (SSY1)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	3	Non-Match	Cash (SF)	$ 108,810	$ 6.58	[Enter]	[Enter]	[Enter]	[Enter]
		Cash NSIP (SSY1)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]					[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		Cash (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]					[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		In-Kind (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]					[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
7	Space	Cash Other (SSY1)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]			In-Kind (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		Cash (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]					[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		In-Kind (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]					[Enter]	[Enter]	[Enter]	[Enter]	[Enter]

X. BUDGET SUMMARY

(A) COST CATEGORIES			(B) COSTS (1)						(C) FUNDING CATEGORIES			(D) FUNDING (1)					
			(1) Total Budgeted Costs	(2) Amer. Meals Unit Rate	(3) Ethnic Meals (Cam) Unit Rate	(4) Ethnic Meals (Chi) Unit Rate	(5) Ethnic Meals (Ind) Unit Rate	(6) Ethnic Meals (Kos) Unit Rate				(1) Total Budgeted Costs	(2) Amer. Meals Unit Rate	(3) Ethnic Meals (Cam) Unit Rate	(4) Ethnic Meals (Chi) Unit Rate	(5) Ethnic Meals (Ind) Unit Rate	(6) Ethnic Meals (Kos) Unit Rate
8	Equipment	Cash Other (SSY1)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	4	Program Income	Cash (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		Cash (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]					[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		In-Kind (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]					[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
9	Other Costs	Cash Other (SSY1)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]					[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		Cash (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]					[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		In-Kind (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]					[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
10	**Subtotal Direct Costs**	**Cash Other (SSY1)**	$ 103,251	$ 6.24	$ -	$ -	$ -	$ -	5	**Subtotal Funding for Direct Costs**	**Cash Other (SSY1)**	$ 103,251	$ 6.24	$ -	$ -	$ -	$ -
		Cash NSIP (SSY1)	$ 11,749	$ 0.71	$ -	$ -	$ -	$ -			**Cash NSIP (SSY1)**	$ 11,749	$ 0.71	$ -	$ -	$ -	$ -
		Cash (SF)	$ 126,166	$ 7.62	$ -	$ -	$ -	$ -			Cash (SF)	$ 126,166	$ 7.62	$ -	$ -	$ -	$ -
		In-Kind (SF)	$ -	$ -	$ -	$ -	$ -	$ -			In-Kind (SF)	$ -	$ -	$ -	$ -	$ -	$ -
Variance (Costs-Funding)		**Cash**															
		In-Kind															
							INDIRECT										
11	Personnel	Cash Other (SSY1)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	6	**SSY1**	Cash Other (SSY1)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		Cash (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]					[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		In-Kind (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]					[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
12	Volunteers	In-Kind (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]					[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
13	Volunteer Expenses	Cash Other (SSY1)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]					[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		Cash (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]					[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		In-Kind (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]					[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
14	Lower Tier Subawards	Cash Other (SSY1)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	7	Match	Cash (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		Cash (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]					[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		In-Kind (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]					[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
15	Lower Tier Subawards for Catered Food	Cash Other (SSY1)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]			In-Kind (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		Cash (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]					[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		In-Kind (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]					[Enter]	[Enter]	[Enter]	[Enter]	[Enter]

X. BUDGET SUMMARY

(A) COST CATEGORIES			(B) COSTS (1)						(C) FUNDING CATEGORIES			(D) FUNDING (1)					
			(1) Total Budgeted Costs	(2) Amer. Meals Unit Rate	(3) Ethnic Meals (Cam) Unit Rate	(4) Ethnic Meals (Chi) Unit Rate	(5) Ethnic Meals (Ind) Unit Rate	(6) Ethnic Meals (Kos) Unit Rate				(1) Total Budgeted Costs	(2) Amer. Meals Unit Rate	(3) Ethnic Meals (Cam) Unit Rate	(4) Ethnic Meals (Chi) Unit Rate	(5) Ethnic Meals (Ind) Unit Rate	(6) Ethnic Meals (Kos) Unit Rate
16	Raw Food	Cash Other (SSY1)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	8	Non-Match	Cash (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		Cash (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]					[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		In-Kind (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]					[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
17	Space	Cash Other (SSY1)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]			In-Kind (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		Cash (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]					[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		In-Kind (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]					[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
18	Other Costs	Cash Other (SSY1)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	9	Program Income	Cash (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		Cash (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]					[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		In-Kind (SF)	$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]					[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
19	**Subtotal Indirect Costs**	**Cash Other (SSY1)**	$ -	$ -	$ -	$ -	$ -	$ -	10	**Subtotal Funding for Indirect Costs**	**Cash Other (SSY1)**	$ -	$ -	$ -	$ -	$ -	$ -
		Cash (SF)	$ -	$ -	$ -	$ -	$ -	$ -			Cash (SF)	$ -	$ -	$ -	$ -	$ -	$ -
		In-Kind (SF)	$ -	$ -	$ -	$ -	$ -	$ -			In-Kind (SF)	$ -	$ -	$ -	$ -	$ -	$ -
Variance (Costs-Funding)		**Cash**															
		In-Kind															
GRAND TOTAL																	
20	**Total Costs**	**Cash Other (SSY1)**	$ 103,251	$ 6.24	$ -	$ -	$ -	$ -	11	**Total Funding**	**Cash Other (SSY1)**	$ 103,251	$ 6.24	$ -	$ -	$ -	$ -
		Cash NSIP (SSY1)	$ 11,749	$ 0.71	$ -	$ -	$ -	$ -			**Cash NSIP (SSY1)**	$ 11,749	$ 0.71	$ -	$ -	$ -	$ -
		Cash (SF)	$ 126,166	$ 7.62	$ -	$ -	$ -	$ -			Cash (SF)	$ 126,166	$ 7.62	$ -	$ -	$ -	$ -
		In-Kind (SF)	$ -	$ -	$ -	$ -	$ -	$ -			In-Kind (SF)	$ -	$ -	$ -	$ -	$ -	$ -
21	GRAND TOTAL COSTS		$ 241,166	$ 14.57	$ -	$ -	$ -	$ -	12	GRAND TOTAL FUNDING		$ 241,166	$ 14.57	$ -	$ -	$ -	$ -
Variance (Costs-Funding)			**$0**														
Subrecipient meets minimum match requirement.			Match Met														

NOTE:

(1): Costs and Funding shall match.

EXHIBIT X1 (MANDATED PROGRAM SERVICES)

Program Services:	Congregate Meal Services
Fiscal Year:	2020-2021
Funding Type:	Baseline Funding
Los Angeles County Region:	N/A
Supervisorial District:	One
Subaward Number:	ENP202104
Amendment Number:	N/A **Modification Number:** N/A
Subrecipient's Legal Name:	City of El Monte

Main Administrative Office Address	City	State	Zip Code
11001 Mildred Street	El Monte	CA	91731

Mailing Address (if different from above)	City	State	Zip Code
3120 Tyler Avenue	El Monte	CA	91731

Prefix	Authorized Representative	Job Title	Phone Number	Ext.	E-Mail Address
Mr.	Salvador Mendez	Acting Director	626.580.2205	[Enter]	salmendez@elmonteca.gov

Prefix	Project Manager	Job Title	Phone Number	Ext.	E-Mail Address
Ms.	Jessica Zuniga	Acting Supervisor	626.258.8612	[Enter]	jzuniga@elmonteca.gov

Prefix	Budget Analyst	Job Title	Phone Number	Ext.	E-Mail Address
Ms.	Jessica Zuniga	Acting Supervisor	626.258.8612	[Enter]	jzuniga@elmonteca.gov

COUNTY USE ONLY			
Assigned Program Analyst:	Sheri Stanton		
Assigned Contract Analyst:	Irma Panosian		
MPS Reviewed and Approved by:	Sheri Stanton	Date:	8/16/2020

Program Services:	**Congregate Meal Services**
Fiscal Year:	2020-2021
Funding Type:	Baseline Funding
Los Angeles County Region:	N/A
Supervisorial District:	One
Subaward Number:	ENP202104
Amendment Number:	N/A **Modification Number:** N/A
Subrecipient's Legal Name:	City of El Monte

I. UNITS OF SERVICE SUMMARY

(A) SERVICE CATEGORY		(B) FUNDING SOURCE	(C) UNITS OF SERVICE (3)	(D) UNIT RATE (2)	(E) FUNDING AMOUNT (5)	(F) NO. OF UNDUPLICATED CLIENTS (1)
American Meals		SSY1 (6) (Cash Other)	16,547	$ 6.24	$ 103,251	
		SSY1 (Cash NSIP)	16,547	$ 0.71	$ 11,749	
		Subtotal SSY1 (Cash Other and Cash NSIP)		$ 6.95	$ 115,000	
		SF (7) (Cash and In-Kind)	16,547	$ 7.62	$ 126,166	
		Total (4)	[Enter Total Unduplicated Units]	$ 14.57	$ 241,166	
Ethnic Meals	[Select Ethnic Meal Style]	SSY1 (6) (Cash Other)	[Enter Units]	[Enter Unit Rate]		
		SSY1 (Cash NSIP)	[Enter Units]	[Enter Unit Rate]		
		Subtotal SSY1 (Cash Other and Cash NSIP)		$ -	$ -	650
		SF (7) (Cash and In-Kind)	[Enter Units]	[Enter Unit Rate]		
		Total (4)	[Enter Total Unduplicated Units]			

(A) SERVICE CATEGORY		(B) FUNDING SOURCE	(C) UNITS OF SERVICE (3)	(D) UNIT RATE (2)	(E) FUNDING AMOUNT (5)	(F) NO. OF UNDUPLICATED CLIENTS (1)
Ethnic Meals	[Select Ethnic Meal Style]	SSY1 (6) (Cash Other)	[Enter Units]	[Enter Unit Rate]		
		SSY1 (Cash NSIP)	[Enter Units]	[Enter Unit Rate]		
		Subtotal SSY1 (Cash Other and Cash NSIP)		$ -	$ -	
		SF (7) (Cash and In-Kind)	[Enter Units]	[Enter Unit Rate]		
		Total (4)	[Enter Total Unduplicated Units]			
Equipment (Purchases) (8)					[Enter Approved Amount]	
Equipment (Other) (9)					[Enter Amount]	
GRAND TOTAL SERVICES/FUNDING			-		$ 241,166	650

NOTE:

(1) Please Enter the total number of unduplicated clients that will be served by your agency. Unduplicated clients are individuals who meet the eligibility requirements outlined in Exhibit A (Statement of Work). These individuals are counted only once within a FY for reporting purposes.

(2) Please Enter the Unit Rates: a) for SSY1 (Cash Other) and for SSY1 (Cash NSIP) (i.e., approved rate to be reimbursed by County as reflected in the funding allocation letter) and b) for SF (amount of Match, Non-Match, and Program Income - *reflected as a rate* - that will be funded by Subrecipient for the Services).

(3) Please enter the number of Units for each Service Category to be provided using SSY1 (Cash Other), SSY1 (Cash NSIP), and SF.

(4) The Total Unduplicated Units for each Service Category under column (C) Units of Service shall match the corresponding Total Units reflected in Sections II, III, and IV (Services by Month) column (P) Total.

(5) Thet Total and Grand Total amounts under column (E) Funding Amount shall match the Total and Grand Total amounts reflected in the Budget (cover page) column (F) Total Funding.

(6) SSY1: Subaward Sum Year 1

(7) SF: Subrecipient's Funds

(8) Enter the approved amount of equipment purchase(s) that is reflected on the Budget.

(9) Enter the amount of equipment (other) that is reflected on the Budget.

Program Services:	Congregate Meal Services
Fiscal Year:	2020-2021
Funding Type:	Baseline Funding
Los Angeles County Region:	N/A
Supervisorial District:	One
Subaward Number:	ENP202104
Amendment Number:	N/A **Modification Number:** N/A
Subrecipient's Legal Name:	City of El Monte

II. SERVICES BY MONTH - AMERICAN MEALS

(A) LINE NO.	(B) SITE NAME	(C) NO. OF UNDUP. CLIENTS	(D) JUL	(E) AUG	(F) SEP	(G) OCT	(H) NOV	(I) DEC	(J) JAN	(K) FEB	(L) MAR	(M) APR	(N) MAY	(O) JUN	(P) TOTAL (1)
1	Jack Crippen Senior Center	650	1,379	1,379	1,379	1,379	1,379	1,379	1,379	1,379	1,379	1,379	1,379	1,378	**16,547**
2															0
3															0
4															0
5															0
6															0
7															0
8															0
9															0
10	]														0
11															0
12															0
13															0
14															0
15															0
Grand Total		**650**	**1,379**	**1,379**	**1,379**	**1,379**	**1,379**	**1,379**	**1,379**	**1,379**	**1,379**	**1,379**	**1,379**	**1,378**	**16,547**

NOTE:
(1) The Grand Total Units under column (P) Total shall match the Total reflected in Section I (Units of Service Summary) column (C) Units of Service Total.

Program Services:	**Congregate Meal Services**
Fiscal Year:	2020-2021
Funding Type:	Baseline Funding
Los Angeles County Region:	N/A
Supervisorial District:	One
Subaward Number:	ENP202104
Amendment Number:	N/A **Modification Number:** N/A
Subrecipient's Legal Name:	City of El Monte

III. SERVICES BY MONTH - ETHNIC MEALS

[Select Ethnic Meal Style]

(A) LINE NO.	(B) SITE NAME	(C) NO. OF UNDUP. CLIENTS	(D) JUL	(E) AUG	(F) SEP	(G) OCT	(H) NOV	(I) DEC	(J) JAN	(K) FEB	(L) MAR	(M) APR	(N) MAY	(O) JUN	(P) TOTAL (1)
1															0
2															0
3															0
4															0
5															0
6															0
7															0
8															0
9															0
10															0
11															0
12															0
13															0
14															0
15															0
Grand Total		0	0	0	0	0	0	0	0	0	0	0	0	0	0

NOTE:
(1) The Grand Total Units under column (P) Total shall match the Total reflected in Section I (Units of Service Summary) column (C) Units of Service Total.

Program Services:	**Congregate Meal Services**
Fiscal Year:	2020-2021
Funding Type:	Baseline Funding
Los Angeles County Region:	N/A
Supervisorial District:	One
Subaward Number:	ENP202104
Amendment Number:	N/A **Modification Number:** N/A
Subrecipient's Legal Name:	City of El Monte

IV. SERVICES BY MONTH - ETHNIC MEALS

[Select Ethnic Meal Style]

(A) LINE NO.	(B) SITE NAME	(C) NO. OF UNDUP. CLIENTS	(D) JUL	(E) AUG	(F) SEP	(G) OCT	(H) NOV	(I) DEC	(J) JAN	(K) FEB	(L) MAR	(M) APR	(N) MAY	(O) JUN	(P) TOTAL (1)
1															0
2															0
3															0
4															0
5															0
6															0
7															0
8															0
9															0
10															0
11															0
12															0
13															0
14															0
15															0
Grand Total		0	0	0	0	0	0	0	0	0	0	0	0	0	0

NOTE:
(1) The Grand Total Units under column (P) Total shall match the Total reflected in Section I (Units of Service Summary) column (C) Units of Service Total.

EXHIBIT Y (LIST OF LOWER TIER SUBAWARDS)

Subrecipient's Legal Name: City of El Monte

Select the certification below that is applicable to Subrecipient's use of Lower Tier Subrecipient(s)/Lower Tier Subaward(s):

☒ Subrecipient intends to use Lower Tier Subrecipient(s)/Lower Tier Subaward(s) to provide Program Services (details are provided in the chart below).

☐ Subrecipient will not use Lower Tier Subrecipient(s)/Lower Tier Subaward(s) to provide Program Services.

Lower Tier Subrecipient			Description of Services to be Performed
Legal Name	**Address**	**Contact Person's Name and Phone Number**	
Trio Community Meals	Trio Community Meals 10 Canebrake Suite 120 Flowood, MS 39232	John Kirk, Managing Director 408.442.2501	☒ Congregate Meal Services (American Meals) ☐ Congregate Meal Services (Ethnic Meals) ☐ Home-Delivered Meal Services (Hot Meals) ☐ Home-Delivered Meal Services (Frozen Meals) ☐ Home-Delivered Meal Services (Emergency Meals) ☐ Other (if applicable): Click here to enter text.

If you need to report additional Lower Tier Subrecipients, use this Exhibit Y and include page numbers on each completed Exhibit Y as follows: Page 1 of X, Page 2 of X, Page 3 of X, etc. (where 'X' represents the total number of completed forms).

EXHIBIT Z
(INTENTIONALLY OMITTED)

EXHIBIT AA
(SUBRECIPIENT'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS)

Subrecipient shall provide information about its data encryption practices. Subrecipient acknowledges that the information provided herein certifies that Subrecipient will comply with County of Los Angeles Board of Supervisor's Policy Manual Chapter 5 (Contracting and Purchasing) Policy Number 5.200 (Contractor Protection of Electronic County Information) during the term of the Subaward.

	Requirement	Compliance Response	Validation Report(s) Available
1	Does Subrecipient intend to store County Information Assets (defined in Exhibit P (Definitions) of the Subaward) on workstation(s)?	No	
1.1	If 'Yes' to Item 1, will County Information Assets stored on the workstation(s) be encrypted?	Choose an item.	Choose an item.
2	Does Subrecipient intend to store County Information Assets on laptop(s)?	No	
2.1	If 'Yes' to Item 2, will County Information Assets stored on the laptop(s) be encrypted?	Choose an item.	Choose an item.
3	Does Subrecipient intend to store County Information Assets on removable media?	No	
3.1	If 'Yes' to Item 3, will County Information Assets stored on removable media be encrypted?	Choose an item.	Choose an item.
4	Does Subrecipient intend to store County Information Assets on remote servers (i.e., cloud storage, Software-as-a-Service (SaaS))?	No	Choose an item.
5	Will County data be encrypted when transmitted?	Yes	
6	Will Subrecipient maintain a copy of any validation/attestation reports generated by its encryption tools?	No, see attached explanation.	

Declaration

I declare under penalty of perjury under the laws of the State of California that the information stated herein is true and correct.

City of El Monte
Subrecipient's Legal Name

Salvador Mendez
Name of Authorized Representative

Acting Director of Parks, Recreation & Community Services
Title of Authorized Representative

Authorized Representative's Signature

6/17/2020
Date

Rev. 03/2020

Exhibit AA
Explanation

Will Subrecipient maintain a copy or any validation/attestation reports generated by its encryption tools?

N/A County information will not be stored on computers or laptops.

EXHIBIT BB

(CRITERIA AND STANDARDS FOR LETTERS OF CREDIT AND CERTIFICATES OF DEPOSIT)

1. The Letters of Credit (LOC) or Certificates of Deposit (CD) shall be drawn by or on a financial institution that meets at least one (1) of the ratings from the table below:

Deposits	Rating Agency			
	Moody's[a]	Standard & Poor's	Bauer Financial	The Street.com[b]
If the term of the CD is less than three (3) years, the minimum ratings are:	A2 or better	A or better	4 stars or better	B or better
If the term of the CD is three (3) years or greater and the total assets of the financial institution are less than $150 billion, the minimum ratings are:	Aa1 or better	AA+ or better	4 stars or better	B or better
If the term of the CD is three (3) years or greater and the total assets of the institution are $150 billion or more, the minimum ratings are:	Aa3 or better	AA- or better	4 stars or better	B or better

   a. Bank Financial Strength (only for Moody's, a subcategory of the overall rating standard) should be B or better. Bank Financial Strength is a rating standard that must be met if the financial institution's total assets are less than $1.5 billion and Moody's rates that institution.

   b. Formerly Weiss Ratings, Inc.

2. If the financial institution is rated by all four (4) of the rating agencies, the rating that is considered in the analysis will be the lower rating of Moody's or Standard & Poor's. However, if the financial institution receives ratings from Bauer Financial and TheStreet.com, only the higher of the two (2) ratings will be considered.

3. All deposits shall be insured through either the Federal Deposit Insurance Corporation ("FDIC") or National Credit Union Administration ("NCUA") at their maximum standard rate.

4. The CD or LOC shall be irrevocable and in County's name or pledged to County.

5. As directed by County, the CD or LOC shall be issued for an amount that is sufficient to support the terms of the performance agreement, unless otherwise stated in the Subaward.

6. The CD or LOC shall mature at a definite time, which, unless otherwise stated in the Subaward, may not be prior to direction by County, or the expiration of the performance agreement or other provisions thereof.

7. The CD shall meet the minimum criteria and standards at the time the funds are placed with the financial institution. However, a liquidation of the placement is not required should the financial institution's ratings fall below the minimum criteria and standards during the term of the placement. At the placement's expiration or maturity, the funds should be placed with a different financial institution that meets the minimum criteria and standards.

EXHIBIT CC
(FEMA PROVISIONS)

A. CLEAN AIR AND WATER REQUIREMENTS. [Applicable to all subawards (that is "contracts") and lower tier subawards (that is, "subcontracts") in excess $150,000, including indefinite quantities where the amount is expected to exceed $150,000 in any year)

1. Subrecipient (that is, "Contractor") agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The Contractor agrees to report each violation to County and understand and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the Regional Office of the Environmental Protection Agency (EPA).

3. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

B. DEBARMENT AND SUSPENSION CLAUSE.

1. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 C.F.R. § 180.905), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

C. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED).

1. Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

2. Contractor agrees to the provisions of Attachment 1, Certification Regarding Lobbying, attached hereto and incorporated herein.

3. Contractor agrees to include paragraphs 1 and 2 above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the lower tier subrecipient (that is, "subcontractor") who will be subject to its provisions.

D. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322).

1. In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   - Competitively within a timeframe providing for compliance with the contract performance schedule;
   - Meeting contract performance requirements; or
   - At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

3. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

E. ACCESS TO RECORDS.

The following access to records requirements apply to this Agreement:

1. Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

2. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. Contractor agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

F. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS.

Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA prior e-approval.

G. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

H. NO OBLIGATION BY FEDERAL GOVERNMENT.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Agreement.

I. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

TO BE COMPLETED BY SURECIPIENT ONLY WHEN DIRECTED BY COUNTY

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

EXHIBIT DD
(CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION)

Proposer certifies, under penalty of perjury, at the time the Proposal is submitted or in the event Subaward is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For Subaward executed or renewed after January 1, 2017, Subrecipient certifies compliance with the Unruh Civil Rights Act (Civil Code Section 51) and the Fair Employment and Housing Act (Government Code Section 12960).

2. EMPLOYER DISCRIMINATORY POLICIES: For Subaward executed or renewed after January 1, 2017, when Subrecipient has an internal policy against a sovereign nation or peoples recognized by the United States government, Subrecipient certifies that such policies are not used in violation of the Unruh Civil Rights Act (Civil Code Section 51) or the Fair Employment and Housing Act (Government Code Section 12960).

/
/
/
/
/
/
/
/
/
/

Declaration

I declare under penalty of perjury under the laws of the State of California that the information stated herein is true and correct.

City of El Monte
Proposer's Legal Name

Elderly Nutrition Program
Title of Program Services

Salvador Mendez
Name of Authorized Representative

Acting Director of Parks, Recreation & Community Services
Title of Authorized Representative

Authorized Representative's Signature

6/17/2020
Date

lacounty.gov

Hilda L. Solis
Mark Ridley-Thomas
Sheila Kuehl
Janice Hahn
Kathryn Barger

COUNTY OF LOS ANGELES
WORKFORCE DEVELOPMENT, AGING AND COMMUNITY SERVICES

3175 West Sixth Street ▪ Los Angeles, CA 90020
Tel: 213-738-2617

wdacs.lacounty.gov

"Connecting communities and improving the lives of all generations"

Otto Solórzano
Acting Director

August 25, 2020

City of El Monte
Attention: Ms. Amber Servin
11001 Mildred Street
El Monte, CA 91731

FISCAL YEAR 2020-21 CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT FUNDING ALLOCATION FOR ELDERLY NUTRITION PROGRAM SERVICES

Dear Ms. Servin:

County of Los Angeles Workforce Development, Aging and Community Services (County) intends to amend City of El Monte's (Subrecipient's) Elderly Nutrition Program (ENP) Subaward. The Subaward Amendment information is outlined below:

- Purpose: Subrecipient shall utilize Chief Executive Office (CEO) Coronavirus Aid, Relief, and Economic Security (CARES) Act funding and California Department of Aging (CDA) CARES Act funding to provide additional defined and contracted ENP Title III C-1 during Fiscal Year (FY) 2020-21.
- Subaward Number: ENP202104
- Amendment Number: One
- Subaward Term: July 1, 2020 through June 30, 2021
- Total CARES Act Funding Allocation: $176,000
    - CEO CARES Act Funding Allocation: $79,000
    - CDA CARES Act Funding Allocation: $97,000
- Period Funds Available for Use (subject to execution of Subaward):
    - CEO CARES Act: July 1, 2020 through December 30, 2020
    - CDA CARES Act: July 1, 2020 through June 30, 2021
- Supervisorial District: 1
- Funding Source(s), Service Category(ies) and Unit Rate(s) are as follows:

Funding Source	Service Category	Unit Rate	Allocation Amount	Total Allocation
CEO CARES ACT	American Meals	$6.95	$79,000	**$79,000**
	Ethnic Meals			
CDA CARES ACT	American Meals	$6.95	$97,000	**$97,000**
	Ethnic Meals			
CARES Act Funding				$176,000
Baseline Funding (Refer to FY 2020-21 Baseline Funding Allocation Letter)				$115,000
Subaward Sum Year 1 (SSY1) (CARES Act and Baseline Funding)				**$291,000**

If you have any questions, please contact Irma Panosian of my staff by phone or e-mail as follows: (323) 336-5426 or ipanosian@wdacs.lacounty.gov.

Thank you.

Carol Domingo

Carol Domingo, Program Manager
Contracts Management Division

CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF SEPTEMBER 15, 2020

September 7, 2020

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

Dear Honorable Mayor and City Council:

CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE APPLICATION FOR, RECEIPT OF, AND IMPLEMENTATION OF THE STATE OF CALIFORNIA HOUSING AND COMMUNITY DEVELOPMENT (HCD) HOMEKEY PROGRAM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt the proposed Resolution (Attachment 1) authorizing the application for, receipt of, and implementation of the State of California Housing and Community Development (HCD) Homekey Program.

BACKGROUND

Building on the success of the Project Roomkey Program, on July 16, 2020, the California Department of Housing and Community Development (HCD) issued a Notice of Funding Availability ("NOFA") for the Homekey Program ("Homekey" or "Homekey Program"). Homekey is the next phase in the State's response to protecting Californians experiencing homelessness who are at a high risk for serious illness and are impacted by COVID-19.

Under the Homekey Program, $600 million in grant funding will be made available to local public entities, including cities, counties, or other local public entities, including housing authorities or federally recognized tribal governments within California to purchase and rehabilitate housing, including hotels, motels, vacant apartment buildings, and other buildings and convert them into interim or permanent, long-term housing. Of the $600 million in Homekey grant funds, $550 million is derived from the State's direct

allocation of the federal Coronavirus Aid Relief Funds (CRF), and $50 million is derived from the State's General Fund.

The $550 million in CRF must be expended by December 30, 2020. This initial funding source is for the acquisition of the facilities. HCD requires that the Grantees acquire the properties by December 30, 2020 to comply with the expenditure deadline. HCD recognizes this expenditure deadline is challenging; however, the deadline is a requirement of federal CRF funding. HCD will provide ongoing support to assist awarded Grantees in meeting the expenditure deadline and has already developed an accelerated application and award.

The maximum Homekey fund allocation with no match is $100,000 per unit, and a separate 24-month operating subsidy in an amount not to exceed $1,000/month per unit to address operating deficits attributable to the assisted units. Funding requests over $100,000 per unit will require a 50% match by the Grantee.

HOMEKEY PROGRAM

The 2020 Homeless Count conducted by the Los Angeles Homeless Services Authority reported 433 homeless individuals in the City of El Monte (the "City"). The City has multiple candidate motels that potentially could serve as homeless shelters that may at some point be converted to permanent independent or supportive housing. Staff has identified potential hotels that may be acquired during the priority Tier 1 funding period. For Tier 1 funding consideration, the City must show intent and a path towards creating permanent housing. The motels can be offered as an immediate temporary solution for homeless sheltering with the intent to convert the rooms into permanent housing in the near future. Permanent housing does not have to be part of a first phase development or plan, but it has to be the intended outcome.

Through the Homekey NOFA, the City will seek to acquire the M Hotel and the Budget Inn on Valley Boulevard. These two (2) properties are adjacent to one another and will provide housing for a minimum of 131 homeless individuals in the City of El Monte. The Budget Inn has 40 rooms available, while the M Motel has 93 rooms available for a total of 133 rooms. Two (2) rooms will be reserved for onsite manager units at each facility. The City will partner with experienced developers to rehabilitate the rooms and with non-profits to provide onsite services such as rapid rehousing and outreach, homeless prevention, family reunification, and more. The City will have partnerships to provide links to substance abuse help, employment services, and mental health support. These properties will begin as temporary housing for the homeless population, before transitioning to permanent supportive housing.

Staff has submitted two (2) Homekey applications: 1) M Hotel in the amount of $16,360,160; and 2) Budget Inn in the amount of $8,243,000. Funds will be used for acquisition and two (2) years of operational costs.

Part of the requirements for applying for the Homekey Program is submitting a resolution from the City of El Monte City Council authorizing the application for said funding. HCD will announce the awards in September – October 2020. Should the City be awarded the Homekey funding, the City Council will be required to approve an agreement with HCD to receive funding. Additionally, the approval of a Purchase and Sale Agreement will be required for the purchase of the hotels.

FISCAL IMPACT

There will be no negative impact on the General Fund as a result of this Homekey Program. Should the grant be awarded and match funding be required, Staff will return to the City Council to request funding allocations from Housing funding sources.

CONCLUSION

It is recommended that the City Council adopt a Resolution authorizing the application for, receipt of, and implementation of the State of California Housing and Community Development (HCD) Homekey Program.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONAVANIK
Community and Economic Development Director

Attachment:
1. Resolution

DATE: September 15, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

ATTACHMENT 1

RESOLUTION

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, AUTHORIZING THE APPLICATION FOR, RECEIPT OF, AND IMPLEMENTATION OF THE STATE OF CALIFORNIA HOUSING AND COMMUNITY DEVELOPMENT (HCD) HOMEKEY PROGRAM

WHEREAS, the Department of Housing and Community Development ("Department") has issued a Notice of Funding Availability ("NOFA"), dated July 16, 2020, for the Homekey Program ("Homekey" or "Homekey Program"). The Department has issued the NOFA for Homekey grant funds pursuant to Health and Safety Code section 50675.1.1 (Assem. Bill No. 83 (2019-2020 Reg. Sess.), § 21.); and

WHEREAS, the City of El Monte desired to apply for Homekey grant funds. Towards that end, the City of El Monte is submitted an application for Homekey funds ("Application") to the Department for review and consideration; and

WHEREAS, the Department is authorized to administer Homekey pursuant to the Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code). Homekey funding allocations are subject to the terms and conditions of the NOFA, the Application, the Department-approved STD 213, Standard Agreement ("Standard Agreement"), and all other legal requirements of the Homekey Program.

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

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

SECTION 2. The City of El Monte is hereby authorized and directed to submit two (2) Applications to the Department in response to the NOFA, dated July 16, 2020, and to apply for Homekey grant funds in a total amount not to exceed $24,603,160. That amount includes capital expenditures (as allowed under Health and Safety. Code, § 50675.1.1, subd. (a)(1)-(6)) and capitalized operating subsidy (as allowed under Health and Saf. Code, § 50675.1.1, subd. (a)(7)).

SECTION 3. If the City of El Monte is approved, then the City of El Monte is hereby authorized and directed to ensure that any funds awarded for capital expenditures are spent by December 30, 2020, and that any funds awarded for capitalized operating subsidies are spent by June 30, 2022.

SECTION 4. If the Application is approved, the City of Monte is hereby authorized and directed to enter into, execute, and deliver a Standard Agreement in a total amount not to exceed $24,603,160, any and all other documents required or deemed necessary or appropriate to secure the Homekey funds from the Department and to participate in the Homekey Program, and all amendments thereto (collectively, the "Homekey Documents").

SECTION 5. The City Council of the City of El Monte acknowledges and agrees that it shall be subject to the terms and conditions specified in the Standard Agreement, and that the NOFA and Application will be incorporated in the Standard Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Standard Agreement. Funds are to be used for the allowable expenditures and activities identified in the Standard Agreement.

SECTION 6. The City Council of the City of El Monte herby authorizes the City Manager, Alma K. Martinez, or her designee to execute the Application and the Homekey Documents on behalf of the City of El Monte for participation in the Homekey Program.

SECTION 7. The City Clerk shall certify to the adoption of this resolution and hereafter the same shall be in full force and effect.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of El Monte at its regular meeting on this 15th day of September 2020.

_____
Andre Quintero, Mayor
City of El Monte

ATTEST:

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

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

I, Catherine A. Eredia, City Clerk of the City of El Monte, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. _____ was passed and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 15th day of September, 2020 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF SEPTEMBER 15, 2020

August 31, 2020

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

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EL MONTE AND LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR COLLECTING AND REPORTING DATA FOR THE NATIONAL TRANSIT DATABASE FOR REPORT YEARS 2017 AND 2018

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt a Resolution approving the execution of the Proposition A Discretionary Incentive Program a Memorandum of Understanding between the City of El Monte and Los Angeles County Metropolitan Transportation Authority for voluntary reporting of Fiscal Year 2017 and 2018 financial and statistical transit and paratransit data for the Federal Transit Administration's National Transit Database.

BACKGROUND

On September 26, 2001, the Los Angeles County Metropolitan Transportation Authority (LACMTA) authorized payment of Proposition A Discretionary Incentive funds to each participating agency providing information for LACMTA's Consolidated National Transit Database (NTD) Report in the amount equal to the Federal funds generated for the region by each agency's reported data through this incentive grant program.

The City of El Monte has been a participant of LACMTA's Consolidated NTD reporting since Fiscal Year (FY) 2002-2003 and has voluntarily collected and reported financial and statistical transit and paratransit data to LACMTA or directly to the Federal Transit Administration's (FTA) for the NTD. The City of El Monte receives approximately $150,000 annually if a successful independent audit without finding is achieved.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 21, 2018, LACMTA's Board of Directors approved its FY 2018-19 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2016-2017.

On June 20, 2019, its Board of Directors approved FY 2019-20 transit fund allocations, which included funds to make payments to municipalities that voluntarily reported NTD data for FY 2017-18.

LACMTA issues one (1) payment each year to all cities, but this year it will issue payment for both FY 2017 and 2018 due to the current COVID-19 pandemic and local transit efforts

The City of El Monte participated in LACMTA's Consolidated NTD Reporters Random Sampling Program for FY 2016-2017 and received a successful audit without finding, and, therefore, the City is requesting funds under the Proposition A Discretionary Incentive Program for FY 2016-17 reporting year.

The City voluntarily submitted FY 2017-18 data to NTD and successfully met all NTD and FTA requirements in order to generate Federal 5307 funds for the Los Angeles County region.

With the City's request for Proposition A Discretionary Incentive Program funds from LACMTA, it is recommended that a Resolution be adopted.

FISCAL IMPACT/FINANCING

The City of El Monte is requesting from LACMTA $148,976 for FY 2017 and $143,485 for FY 2018 in Proposition A Discretionary Incentive Program funds for the successful reporting of El Monte's "motor bus" (local transit) and "Dial-A-Ride" services' financial and statistical data to the National Transit Database; for a combined total of $292,461.

The amount due for FY 2017 to the City is derived from the following formula:

Motor Bus Service – 264,834 revenue miles, multiplied by FTA's unit value of $.430069369 per revenue vehicle mile = $113,897; and

Dial-A-Ride Service – 81,567 revenue vehicle miles, multiplied by FTA's unit value of $.430069369 per revenue vehicle mile = $35,079, for a total of $148,976.

The amount due for FY 2018 to the City is derived from the following formula:

Motor Bus Service – 248,237 revenue miles, multiplied by FTA's unit value of $.438026446 per revenue vehicle mile = $108,734; and

Dial-A-Ride Service – 79,335 revenue vehicle miles, multiplied by FTA's unit value of $.438026446 per revenue vehicle mile = $35,079, for a total of $143,485.

The proposed "Proposition A Discretionary Incentive Grant Program Memorandum of Understanding for Collecting and Reporting Data for the National Transit Database for Report Year 2017(18)" are Attachments 1 and 2 to this report, and the above-mentioned formula is reflected on Page 2 of each report.

Prop A Discretionary Incentive Program funds for FY 2016-2017 and 2017-18 may be utilized for eligible transportation programs, capital improvement projects and purchases as outlined in MTA's Guidelines for Proposition A and C Local Return funds. Funds received will be deposited into a Prop A revenue account for future eligible programs, projects and/or capital purchases.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The City Attorney has reviewed and approved Attachments 1 and 2, the proposed Memorandum of Understanding between the City of El Monte and Los Angeles County Metropolitan Transportation Authority (LACMTA) for voluntary collecting and reporting of the City's FYs 2017 and 2018 financial and statistical transit and paratransit data for the FTA's NTD.

The City Attorney has reviewed and approved a proposed Resolution for consideration and adoption to allow the City of El Monte to enter into an agreement with LACMTA, setting forth the terms and conditions for payment of Proposition A Discretionary funds for FY 2017 and 2018 NTD reporting. The proposed Resolution is Attachment 3 to this report.

CONCLUSION

It is recommended that the City Council consider and adopt a Resolution approving the execution of the Proposition A Discretionary Incentive Program a Memorandum of Understanding between the City of El Monte and Los Angeles County Metropolitan Transportation Authority for voluntary reporting of Fiscal Year 2017 and 2018 financial and statistical transit and paratransit data for the Federal Transit Administration's National Transit Database.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

SALVADOR MENDEZ
Public Works and Utilities Director

Attachment 1: Prop A Discretionary Incentive Grant Program Memorandum of Understanding for Collecting and Reporting Data for the National Transit Database for Report Year 2017
Attachment 2: Prop A Discretionary Incentive Grant Program Memorandum of Understanding for Collecting and Reporting Data for the National Transit Database for Report Year 2018
Attachment 3: Proposed Resolution for Prop A Discretionary Incentive Program

DATE: SEPTEMBER 15, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

Attachment 1:

Prop A Discretionary Incentive Grant Program Memorandum of Understanding for Collecting and Reporting Data for the National Transit Database for Report Year 2017

PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM MEMORANDUM OF UNDERSTANDING FOR COLLECTING AND REPORTING DATA FOR THE NATIONAL TRANSIT DATABASE FOR REPORT YEAR 2017

This Memorandum of Understanding (MOU) is entered into as of July 1, 2019 by and between Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of El Monte (the "City").

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

WHEREAS, at its June 21, 2018 meeting, LACMTA approved the Fiscal Year FY 2018-19 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2016-17; and

WHEREAS, the City has been a participant in LACMTA's Consolidated National Transit Database (NTD) Reporters Random Sampling Program for FY 2016-17 and has voluntarily submitted NTD data to the LACMTA for FY 2016-17 which successfully passed independent audit without findings; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2016-17 Report Year (the "Project"); and

WHEREAS, on April 9, 2019, the Federal Transit Administration (FTA) published in the Federal Register the FY 2018-19 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the parties desire to agree on the terms and conditions for payment for the Project.

NOW, THEREFORE, LACMTA and the City hereby agree to the following terms and procedures:

ARTICLE 1. TERM

1.0 This Memorandum of Understanding ("MOU") will be in effect from **July 1, 2019**, through **June 30, 2023** at which time all unused funds shall lapse.

ARTICLE 2. STANDARDS

2.0 To receive payment for the submittal of the FY 2016-17 NTD statistics, the City warrants that it:

A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics including all audit requirements;

B. Prepared and submitted the FY 2016-17 **ANNUAL NTD REPORT** of the City's fixed-route and/or demand response transit service to the LACMTA on or before **October 31, 2018**;

ARTICLE 3. PAYMENT OF FUNDS TO CITY

3.0 LACMTA shall pay the City for collecting and reporting FY 2016-17 NTD statistics. LACMTA shall pay the City for submitting the FY 2016-17 **ANNUAL NTD REPORT** for the applicable transit services as follows:

MOTOR BUS SERVICE
For City's motor bus service, LACMTA shall pay an amount equal to the 264,834 revenue vehicle miles reported by the City multiplied by the FTA unit value of $0.430069369 per revenue vehicle mile. See Attachment A for detail.

DIAL-A-RIDE SERVICE
For City's dial-a-ride service, LACMTA shall pay an amount equal to the 81,567 revenue vehicle miles reported by the City multiplied by the FTA unit value of $0.430069369 per revenue vehicle mile. See Attachment A for detail.

3.1 The City shall submit one invoice to LACMTA prior to **June 30, 2023**, in the amount of **$148,976** in order to receive its payment described above.

3.2 INVOICE BY CITY:

Send invoice with supporting documentation to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
accountspayable@metro.net

Re: LACMTA MOU# MOUPAIELMO19000 M.S. Chelsea Meister (99-4-3)

ARTICLE 2. STANDARDS

2.0 To receive payment for the submittal of the FY 2016-17 NTD statistics, the City warrants that it:

A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics including all audit requirements;

B. Prepared and submitted the FY 2016-17 **ANNUAL NTD REPORT** of the City's fixed-route and/or demand response transit service to the LACMTA on or before **October 31, 2018;**

ARTICLE 3. PAYMENT OF FUNDS TO CITY

3.0 LACMTA shall pay the City for collecting and reporting FY 2016-17 NTD statistics. LACMTA shall pay the City for submitting the FY 2016-17 **ANNUAL NTD REPORT** for the applicable transit services as follows:

MOTOR BUS SERVICE
For City's motor bus service, LACMTA shall pay an amount equal to the 264,834 revenue vehicle miles reported by the City multiplied by the FTA unit value of $0.4239291 per revenue vehicle mile. See Attachment A for detail.

DIAL-A-RIDE SERVICE
For City's dial-a-ride service, LACMTA shall pay an amount equal to the 81,567 revenue vehicle miles reported by the City multiplied by the FTA unit value of $0.4239291 per revenue vehicle mile. See Attachment A for detail.

3.1 The City shall submit one invoice to LACMTA prior to **June 30, 2023**, in the amount of **$148,976** in order to receive its payment described above.

3.2 INVOICE BY CITY:

Send invoice with supporting documentation to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
accountspayable@metro.net

Re: LACMTA MOU# MOUPAIELMO19000 M.S. Chelsea Meister (99-4-3)

ARTICLE 4. CONDITIONS

4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.

4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.

4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.

4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.

4.4 These expenditures will be subject to AUDIT as part of LACMTA's annual Consolidated Audit.

ARTICLE 5. REMEDIES

5.0 LACMTA reserves the right to terminate this MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

ARTICLE 6. MISCELLANEOUS

6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.

6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

ARTICLE 7. CONTACT INFORMATION

7.0 LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Chelsea Meister (99-4-3)

7.1 City's Address:
El Monte
3990 Arden Dr.
El Monte,CA 91731-1827
Attn: Sarah Zadok
szadok@elmonteca.gov

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:

City of El Monte

Mayor/City Manager

Date: 6/9/20

APPROVED AS TO FORM:

By: _____
Legal Counsel

Date: 6-9-20

Los Angeles County Metropolitan Transportation Authority

By: _____
PHILLIP A. WASHINGTON
Chief Executive Officer

Date: 8/06/20

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Deputy

Date: 3/16/2020

ATTACHMENT A
LACMTA Voluntary NTD Reporting Program for FY17
Using FY19 FTA Formula Programs Apportionment Data Values

Jurisdiction	MODE	Number of Vehicles in Operation	Total Vehicle Revenue Miles	$ from VRM	Tier II Operator Deduction	Total ($)Due to Jurisdiction
Alhambra	MB	9	69,198	29,759.94		29,760
Alhambra	DR	8	162,154	69,737.47		69,737
Artesia	DR (DT)	5	11,575	4,978.05		4,978
Azusa	DR	6	94,149	40,490.60		40,491
Baldwin Park	MB	6	173,323	74,540.91		74,541
Baldwin Park	DR	2	36,327	15,623.13		15,623
Bell	MB	1	34,565	14,865.35		14,865
Bell	DT	5	22,722	9,772.04		9,772
Bell	DR	3	16,819	7,233.34		7,233
Bellflower	MB	2	73,667	31,681.92		31,682
Bellflower	DR	2	31,669	13,619.87		13,620
Bell Gardens	MB	3	96,701	41,588.14		41,588
Bell Gardens	DR	3	52,562	22,605.31		22,605
Burbank	MB	14	311,638	134,025.96	(18,646)	115,380
Calabasas	MB	11	140,038	60,226.05		60,226
Calabasas	DR	1	14,574	6,267.83		6,268
Carson	MB	7	349,898	150,480.41		150,480
Carson	DT	8	96,771	41,618.24		41,618
Cerritos	MB	5	175,131	75,318.48		75,318
Cerritos	DT	10	53,855	23,161.39		23,161
Compton	DR	2	24,508	10,540.14		10,540
Compton	MB	5	129,242	55,583.03		55,583
Covina	DR	4	55,544	23,887.77		23,888
Cudahy	MB	1	34,129	14,677.84		14,678
Cudahy	DT	5	7,305	3,141.66		3,142
Downey	MB	6	139,422	59,961.13		59,961
Downey	DR	10	80,871	34,780.14		34,780
Duarte	MB	2	82,183	35,344.39		35,344
El Monte	MB	7	264,834	113,896.99		113,897
El Monte	DR	6	81,567	35,079.47		35,079
Glendora	MB	3	81,576	35,083.34		35,083
Glendora	DR	9	99,573	42,823.30		42,823
Huntington Park	MB		DID NOT REPORT IN FY17			
Huntington Park	DT		DID NOT REPORT IN FY17			
LACDPWAvocado	MB	1	38,720	16,652.29		16,652
LACDPWELA	MB	6	248,495	106,870.09		106,870
LACDPWELA	DR	7	78,968	33,961.72		33,962
LACDPWEast Valinda	MB	1	44,801	19,267.54		19,268
LACDPWKing Medical	MB	1	18,244	7,846.19		7,846
LACDPWWillowbrook Shuttle	MB	2	37,865	16,284.58		16,285
LACDPWS.Whittier	MB	4	203,122	87,356.55		87,357
LACDPWAthens	MB	1	38,450	16,536.17		16,536
LACDPWLennox	MB	1	30,572	13,148.08		13,148
LACDPWFloranceFirestone	MB	2	57,249	24,621.04		24,621
Lawndale	MB	2	80,762	34,733.26		34,733
Lynwood	MB	4	139,584	60,030.80		60,031
Malibu	DT	9	52,385	22,529.18		22,529
ManhattanBeach	DR	4	40,981	17,624.67		17,625
Maywood	MB	2	29,551	12,708.98		12,709
Maywood	DR	2	20,943	9,006.94		9,007
MontereyPark	MB	6	222,956	95,886.55		95,887
MontereyPark	DR	3	25,179	10,828.72		10,829
Pico Rivera	DR	3	27,586	11,863.89		11,864
Rosemead	MB	2	114,471	49,230.47		49,230
Rosemead	DR	3	39,195	16,856.57		16,857
Santa Fe Springs	DR	2	12,748	5,482.52		5,483
South Gate	MB	5	175,994	75,689.63		75,690
South Gate	DT	9	178,731	76,866.73		76,867
SouthPasadena	DR	5	33,925	14,590.10		14,590
WestCovina	MB	4	167,897	72,207.36		72,207
WestCovina	DR	4	69,592	29,929.39		29,929
West Hollywood	MB	4	103,769	44,627.87		44,628
Total		270	5,327,056	2,291,004	(18,646)	2,272,357
FY19 Revenue Mile Rate		0.430069369				

ATTACHMENT A
LACMTA Voluntary NTD Reporting Program for FY '20
Using FY '18 FTA Formula Programs Apportionment Data Unit Values

Jurisdiction	MODE	Number of Vehicles in Operation	Total Vehicle Revenue Miles	Total Vehicle Revenue Hours	Total Passenger Miles	Total Operating Costs	$ from VRM	$from OPCOST	Total Generated	Tier II Operator Deduction	Total ($)Due to Jurisdiction
Glendale	MB	28	719,209	80,357	3,300,627	6,933,059	309,309.76	22,024	$ 331,334	(45,590)	285,744
Pasadena	MB		672,330	63,393	2,749,102	4,869,162	289,148.54	21,755	$ 310,903	(42,759)	268,144
LADOT COMMUNITY DASH	MB	170	2,686,782	286,342	14,152,044	31,305,519	1,155,503	89,669	$ 1,245,171	(186,479)	1,058,692
LADOT DEPARTMENT OF AGING	DR	86	423,604	57,022	536,982	4,200,405	182,179	962	$ 183,141		183,141
Total LADOT		256	3,110,386	343,364	14,689,026	35,505,924	1,337,682	90,631	$ 1,428,313		1,241,834
Total NTD 9166 Funds		290	4,642,895	497,800	20,958,090	48,368,020	1,996,767	135,045	2,131,812	(274,828)	1,856,984

FY19 Revenue Mile Rate	0.4300694 *
FY19 Passenger Mile Rate	0.0140160

PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM MEMORANDUM OF UNDERSTANDING FOR COLLECTING AND REPORTING DATA FOR THE NATIONAL TRANSIT DATABASE FOR REPORT YEAR 2017

This Memorandum of Understanding (MOU) is entered into as of July 1, 2019 by and between Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of El Monte (the "City").

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

WHEREAS, at its June 21, 2018 meeting, LACMTA approved the Fiscal Year FY 2018-19 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2016-17; and

WHEREAS, the City has been a participant in LACMTA's Consolidated National Transit Database (NTD) Reporters Random Sampling Program for FY 2016-17 and has voluntarily submitted NTD data to the LACMTA for FY 2016-17 which successfully passed independent audit without findings; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2016-17 Report Year (the "Project"); and

WHEREAS, on April 9, 2019, the Federal Transit Administration (FTA) published in the Federal Register the FY 2018-19 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the parties desire to agree on the terms and conditions for payment for the Project.

NOW, THEREFORE, LACMTA and the City hereby agree to the following terms and procedures:

ARTICLE 1. TERM

1.0 This Memorandum of Understanding ("MOU") will be in effect from **July 1, 2019**, through **June 30, 2023** at which time all unused funds shall lapse.

ARTICLE 2. STANDARDS

2.0 To receive payment for the submittal of the FY 2016-17 NTD statistics, the City warrants that it:

A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics including all audit requirements;

B. Prepared and submitted the FY 2016-17 **ANNUAL NTD REPORT** of the City's fixed-route and/or demand response transit service to the LACMTA on or before **October 31, 2018**;

ARTICLE 3. PAYMENT OF FUNDS TO CITY

3.0 LACMTA shall pay the City for collecting and reporting FY 2016-17 NTD statistics. LACMTA shall pay the City for submitting the FY 2016-17 **ANNUAL NTD REPORT** for the applicable transit services as follows:

MOTOR BUS SERVICE
For City's motor bus service, LACMTA shall pay an amount equal to the 264,834 revenue vehicle miles reported by the City multiplied by the FTA unit value of $0.430069369 per revenue vehicle mile. See Attachment A for detail.

DIAL-A-RIDE SERVICE
For City's dial-a-ride service, LACMTA shall pay an amount equal to the 81,567 revenue vehicle miles reported by the City multiplied by the FTA unit value of $0.430069369 per revenue vehicle mile. See Attachment A for detail.

3.1 The City shall submit one invoice to LACMTA prior to **June 30, 2023**, in the amount of **$148,976** in order to receive its payment described above.

3.2 INVOICE BY CITY:

Send invoice with supporting documentation to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
accountspayable@metro.net

Re: LACMTA MOU# MOUPAIELMO19000 M.S. Chelsea Meister (99-4-3)

ARTICLE 4. CONDITIONS

4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.

4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.

4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.

4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.

4.4 These expenditures will be subject to **AUDIT** as part of LACMTA's annual Consolidated Audit.

ARTICLE 5. REMEDIES

5.0 LACMTA reserves the right to terminate this MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

ARTICLE 6. MISCELLANEOUS

6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.

6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

ARTICLE 7. CONTACT INFORMATION

7.0 LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Chelsea Meister (99-4-3)

7.1 City's Address:
El Monte
3990 Arden Dr.
El Monte,CA 91731-1827
Attn: Sarah Zadok
szadok@elmonteca.gov

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:

City of El Monte

Mayor/City Manager

Date: 6/9/20

Los Angeles County Metropolitan Transportation Authority

By: _____
PHILLIP A. WASHINGTON
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

By: _____
Legal Counsel

Date: 6-9-20

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Deputy

Date: 3/16/2020

ATTACHMENT A
LACMTA Voluntary NTD Reporting Program for FY17
Using FY19 FTA Formula Programs Apportionment Data Values

Jurisdiction	MODE	Number of Vehicles in Operation	Total Vehicle Revenue Miles	$ from VRM	Tier II Operator Deduction	Total ($)Due to Jurisdiction
Alhambra	MB	9	69,198	29,759.94		29,760
Alhambra	DR	8	162,154	69,737.47		69,737
Artesia	DR (DT)	5	11,575	4,978.05		4,978
Azusa	DR	6	94,149	40,490.60		40,491
Baldwin Park	MB	6	173,323	74,540.91		74,541
Baldwin Park	DR	2	36,327	15,623.13		15,623
Bell	MB	1	34,565	14,865.35		14,865
Bell	DT	5	22,722	9,772.04		9,772
Bell	DR	3	16,819	7,233.34		7,233
Bellflower	MB	2	73,667	31,681.92		31,682
Bellflower	DR	2	31,669	13,619.87		13,620
Bell Gardens	MB	3	96,701	41,588.14		41,588
Bell Gardens	DR	3	52,562	22,605.31		22,605
Burbank	MB	14	311,638	134,025.96	(18,646)	115,380
Calabasas	MB	11	140,038	60,226.05		60,226
Calabasas	DR	1	14,574	6,267.83		6,268
Carson	MB	7	349,898	150,480.41		150,480
Carson	DT	8	96,771	41,618.24		41,618
Cerritos	MB	5	175,131	75,318.48		75,318
Cerritos	DT	10	53,855	23,161.39		23,161
Compton	DR	2	24,508	10,540.14		10,540
Compton	MB	5	129,242	55,583.03		55,583
Covina	DR	4	55,544	23,887.77		23,888
Cudahy	MB	1	34,129	14,677.84		14,678
Cudahy	DT	5	7,305	3,141.66		3,142
Downey	MB	6	139,422	59,961.13		59,961
Downey	DR	10	80,871	34,780.14		34,780
Duarte	MB	2	82,183	35,344.39		35,344
El Monte	MB	7	264,834	113,896.99		113,897
El Monte	DR	6	81,567	35,079.47		35,079
Glendora	MB	3	81,576	35,083.34		35,083
Glendora	DR	9	99,573	42,823.30		42,823
Huntington Park	MB		DID NOT REPORT IN FY17			
Huntington Park	DT		DID NOT REPORT IN FY17			
LACDPWAvocado	MB	1	38,720	16,652.29		16,652
LACDPWELA	MB	6	248,495	106,870.09		106,870
LACDPWELA	DR	7	78,968	33,961.72		33,962
LACDPWEast Valinda	MB	1	44,801	19,267.54		19,268
LACDPWKing Medical	MB	1	18,244	7,846.19		7,846
LACDPWWillowbrook Shuttle	MB	2	37,865	16,284.58		16,285
LACDPWS.Whittier	MB	4	203,122	87,356.55		87,357
LACDPWAthens	MB	1	38,450	16,536.17		16,536
LACDPWLennox	MB	1	30,572	13,148.08		13,148
LACDPWFloranceFirestone	MB	2	57,249	24,621.04		24,621
Lawndale	MB	2	80,762	34,733.26		34,733
Lynwood	MB	4	139,584	60,030.80		60,031
Malibu	DT	9	52,385	22,529.18		22,529
ManhattanBeach	DR	4	40,981	17,624.67		17,625
Maywood	MB	2	29,551	12,708.98		12,709
Maywood	DR	2	20,943	9,006.94		9,007
MontereyPark	MB	6	222,956	95,886.55		95,887
MontereyPark	DR	3	25,179	10,828.72		10,829
Pico Rivera	DR	3	27,586	11,863.89		11,864
Rosemead	MB	2	114,471	49,230.47		49,230
Rosemead	DR	3	39,195	16,856.57		16,857
Santa Fe Springs	DR	2	12,748	5,482.52		5,483
South Gate	MB	5	175,994	75,689.63		75,690
South Gate	DT	9	178,731	76,866.73		76,867
SouthPasadena	DR	5	33,925	14,590.10		14,590
WestCovina	MB	4	167,897	72,207.36		72,207
WestCovina	DR	4	69,592	29,929.39		29,929
West Hollywood	MB	4	103,769	44,627.87		44,628
Total		270	5,327,056	2,291,004	(18,646)	2,272,357
FY19 Revenue Mile Rate		0.430069369				

ATTACHMENT A
LACMTA Voluntary NTD Reporting Program for FY '20
Using FY '18 FTA Formula Programs Apportionment Data Unit Values

Jurisdiction	MODE	Number of Vehicles In Operation	Total Vehicle Revenue Miles	Total Vehicle Revenue Hours	Total Passenger Miles	Total Operating Costs	$ from VRM	$from OPCOST	Total Generated	Tier II Operator Deduction	Total ($)Due to Jurisdiction
Glendale	MB	28	719,209	80,357	3,300,627	6,933,059	309,309.76	22,024	$ 331,334	(45,590)	285,744
Pasadena	MB		672,330	63,393	2,749,102	4,869,162	289,148.54	21,755	$ 310,903	(42,759)	268,144
LADOT COMMUNITY DASH	MB	170	2,686,782	286,342	14,152,044	31,305,519	1,155,503	89,669	$ 1,245,171	(186,479)	1,058,692
LADOT DEPARTMENT OF AGING	DR	86	423,604	57,022	536,982	4,200,405	182,179	962	$ 183,141		183,141
Total LADOT		256	3,110,386	343,364	14,689,026	35,505,924	1,337,682	90,631	$ 1,428,313		1,241,834
Total NTD 9166 Funds		290	4,642,895	497,800	20,958,090	48,368,020	1,996,767	135,045	2,131,812	(274,828)	1,856,984

FY19 Revenue Mile Rate	0.4300694 *
FY19 Passenger Mile Rate	0.0140160

Attachment 2:

Prop A Discretionary Incentive Grant Program Memorandum of Understanding for Collecting and Reporting Data for the National Transit Database for Report Year 2018

PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM MEMORANDUM OF UNDERSTANDING FOR COLLECTING AND REPORTING DATA FOR THE NATIONAL TRANSIT DATABASE FOR REPORT YEAR 2018

This Memorandum of Understanding (MOU) is entered into as of May 1, 2020 by and between Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of El Monte (the "City").

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

WHEREAS, at its June 20, 2019 meeting, LACMTA approved the Fiscal Year FY 2019-20 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2017-18; and

WHEREAS, the City has voluntarily submitted their FY2017-18 data to the National Transit Database (NTD) and have successfully met all NTD and Federal Transit Administration (FTA) requirements in order to generate Federal 5307 funds for the Los Angeles County region; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2017-18 Report Year (the "Project"); and

WHEREAS, on February 9, 2020, the Federal Transit Administration (FTA) published in the Federal Register the FY 2019-20 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the parties desire to agree on the terms and conditions for payment for the Project.

NOW, THEREFORE, LACMTA and the City hereby agree to the following terms and procedures:

ARTICLE 1. TERM

1.0 This Memorandum of Understanding ("MOU") will be in effect from **May 1, 2020,** through **June 30, 2023** at which time all unused funds shall lapse.

ARTICLE 2. STANDARDS

2.0 To receive payment for the submittal of the FY 2017-18 NTD statistics, the City warrants that it:

A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics including all audit requirements;

B. Prepared and submitted the FY 2017-18 **ANNUAL NTD REPORT** of the City's fixed-route and/or demand response transit service to the LACMTA on or before **October 31, 2018;**

ARTICLE 3. PAYMENT OF FUNDS TO CITY

3.0 LACMTA shall pay the City for collecting and reporting FY 2017-18 NTD statistics. LACMTA shall pay the City for submitting the FY 2017-18 **ANNUAL NTD REPORT** for the applicable transit services as follows:

MOTOR BUS SERVICE
For City's motor bus service, LACMTA shall pay an amount equal to the 248,237 revenue vehicle miles reported by the City multiplied by the FTA unit value of $0.438026446 per revenue vehicle mile. See Attachment A for detail.

DIAL-A-RIDE SERVICE
For City's dial-a-ride service, LACMTA shall pay an amount equal to the 79,335 revenue vehicle miles reported by the City multiplied by the FTA unit value of $0.438026446 per revenue vehicle mile. See Attachment A for detail.

3.1 The City shall submit one invoice to LACMTA prior to **June 30, 2023**, in the amount of **$143,485** in order to receive its payment described above.

3.2 INVOICE BY CITY:

Send invoice with supporting documentation to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
accountspayable@metro.net

Re: LACMTA MOU# MOUPAIELMO20000 M.S. Chelsea Meister (99-4-3)

ARTICLE 4. CONDITIONS

4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.

4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.

4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.

4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.

4.4 These expenditures will be subject to **AUDIT** as part of LACMTA's annual Consolidated Audit.

ARTICLE 5. REMEDIES

5.0 LACMTA reserves the right to terminate this MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

ARTICLE 6. MISCELLANEOUS

6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.

6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

ARTICLE 7. CONTACT INFORMATION

7.0 LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Chelsea Meister (99-4-3)

7.1 City's Address:
El Monte
3990 Arden Dr.
El Monte,CA 91731-1827
Attn: Sarah Zadok
szadok@elmonteca.gov

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:

City of El Monte

Mayor/City Manager

Date: 6|9|20

Los Angeles County Metropolitan Transportation Authority

By:
PHILLIP A. WASHINGTON
Chief Executive Officer

Date: 8/06/20

APPROVED AS TO FORM:

By:
Legal Counsel

Date: 6-9-20

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By:
Deputy

Date: 5/20/2020

ATTACHMENT A
LACMTA Voluntary NTD Reporting Program for FY '20
Using FY '18 FTA Formula Programs Apportionment Data Unit Values

Jurisdiction	MODE	Number of Vehicles in Operation	Total Vehicle Revenue Miles	Total Vehicle Revenue Hours	Total Passenger Miles	Total Operating Costs	$ from VRM	$from OPCOST	Total Generated	Tier II Operator Deduction	Total ($)Due to Jurisdiction
Glendale	MB	28	719,209	80,357	3,300,627	6,933,059	315,032.56	24,708	$ 339,741	(47,837)	291,904
Pasadena	MB	19	672,330	63,393	2,749,102	4,869,162	294,498.32	24,406	$ 318,905	(44,903)	274,001
LADOT COMMUNITY DASH	MB	169	2,594,003	285,403	14,502,162	34,519,839	1,136,242	95,802	$ 1,232,044	(173,478)	1,058,566
LADOT DEPARTMENT OF AGING	DR	88	418,923	56,548	531,535	4,319,733	183,499	1,028	$ 184,528		184,528
Total LADOT		257	3,012,926	341,951	15,033,697	38,839,572	1,319,741	96,830	$ 1,416,572		1,243,094
Total NTD 9166 Funds		310	4,545,435	496,387	21,302,761	51,701,668	1,991,021	146,659	2,137,680	(266,219)	1,871,461

FY20 Revenue Mile Rate	0.4380264 *
FY20 Passenger Mile Rate	0.0157245

ATTACHMENT A
LACMTA Voluntary NTD Reporting Program for FY20
Using FY18 FTA Formula Programs Apportionment Data Values

Jurisdiction	MODE	Number of Vehicles in Operation	Total Vehicle Revenue Miles	$ from VRM	Tier II Operator Deduction	Total ($)Due to Jurisdiction
Alhambra	MB	9	165,419	72,457.90		72,458
Alhambra	DR	8	102,289	44,805.29		44,805
Artesia	DR (DT)	5	13,018	5,702.23		5,702
Azusa	DR	6	95,307	41,746.99		41,747
Baldwin Park	MB	6	170,315	74,602.47		74,602
Baldwin Park	DR	2	36,514	15,994.10		15,994
Bell	MB	1	33,467	14,659.43		14,659
Bell	DT	5	23,395	10,247.63		10,248
Bell	DR	3	10,366	4,540.58		4,541
Bellflower	MB	2	72,453	31,736.33		31,736
Bellflower	DR	2	28,718	12,579.24		12,579
Bell Gardens	MB	3	96,419	42,234.07		42,234
Bell Gardens	DR	3	52,500	22,996.39		22,996
Burbank	MB	14	309,680	135,648.03	(19,100)	116,548
Calabasas	MB	11	145,520	63,741.61		63,742
Calabasas	DR	1	16,517	7,234.88		7,235
Carson	MB	7	345,915	151,519.92		151,520
Carson	DT	8	94,330	41,319.03		41,319
Cerritos	MB	5	174,367	76,377.36		76,377
Cerritos	DT	10	62,183	27,237.80		27,238
Compton	MB	5	129,233	56,607.47		56,607
Compton	DR	2	21,230	9,299.30		9,299
Covina	DR	4	58,773	25,744.13		25,744
Cudahy	MB	1	34,548	15,132.94		15,133
Cudahy	DT	5	17,248	7,555.08		7,555
Downey	MB	6	115,807	50,726.53		50,727
Downey	DR	10	75,729	33,171.30		33,171
Duarte	MB	2	81,471	35,686.45		35,686
El Monte	MB	7	248,237	108,734.37		108,734
El Monte	DR	6	79,335	34,750.83		34,751
Glendora	MB	3	89,070	39,015.02		39,015
Glendora	DR	10	117,169	51,323.12		51,323
Huntington Park	MB		DID NOT REPORT FOR FY18			
Huntington Park	DT		DID NOT REPORT FOR FY18			
LACDPWAvocado	MB	1	39,169	17,157.06		17,157
LACDPWELA	MB	6	248,646	108,913.52		108,914
LACDPWELA	DR	7	78,793	34,513.42		34,513
LACDPWEast Valinda	MB	1	43,863	19,213.15		19,213
LACDPWKing Medical	MB	1	34,782	15,235.44		15,235
LACDPWWillowbrook Shuttle	MB	2	78,299	34,297.03		34,297
LACDPWS.Whittier	MB	4	210,244	92,092.43		92,092
LACDPWAthens	MB	1	37,312	16,343.64		16,344
LACDPWLennox	MB	1	29,651	12,987.92		12,988
LACDPWFloranceFirestone	MB	2	56,647	24,812.88		24,813
Lakewood	DR	14	81,479	35,689.96		35,690
Lawndale	MB	2	77,378	33,893.61		33,894
Lynwood	MB	4	134,510	58,918.94		58,919
Malibu	DT	9	53,514	23,440.55		23,441
ManhattanBeach	DR	4	42,535	18,631.45		18,631
Maywood	MB	2	32,140	14,078.17		14,078
Maywood	DR	2	23,820	10,433.79		10,434
MontereyPark	MB	6	224,033	98,132.38		98,132
MontereyPark	DR	3	25,428	11,138.14		11,138
Pico Rivera	DR	3	21,737	9,521.38		9,521
Rosemead	MB	2	115,949	50,788.73		50,789
Rosemead	DR	3	42,854	18,771.19		18,771
Santa Fe Springs	DR	2	13,166	5,767.06		5,767
South Gate	MB	5	176,395	77,265.67		77,266
South Gate	DT	9	185,992	81,469.41		81,469
SouthPasadena	DR	5	36,012	15,774.21		15,774
WestCovina	MB	4	164,341	71,985.70		71,986
WestCovina	DR	4	67,766	29,683.30		29,683
West Hollywood	MB	4	104,163	45,626.15		45,626
Total		285	5,492,997	2,406,078	(19,100)	2,386,978
FY20 Revenue Mile Rate		0.438026446				

PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM MEMORANDUM OF UNDERSTANDING FOR COLLECTING AND REPORTING DATA FOR THE NATIONAL TRANSIT DATABASE FOR REPORT YEAR 2018

This Memorandum of Understanding (MOU) is entered into as of May 1, 2020 by and between Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of El Monte (the "City").

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

WHEREAS, at its June 20, 2019 meeting, LACMTA approved the Fiscal Year FY 2019-20 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2017-18; and

WHEREAS, the City has voluntarily submitted their FY2017-18 data to the National Transit Database (NTD) and have successfully met all NTD and Federal Transit Administration (FTA) requirements in order to generate Federal 5307 funds for the Los Angeles County region; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2017-18 Report Year (the "Project"); and

WHEREAS, on February 9, 2020, the Federal Transit Administration (FTA) published in the Federal Register the FY 2019-20 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the parties desire to agree on the terms and conditions for payment for the Project.

NOW, THEREFORE, LACMTA and the City hereby agree to the following terms and procedures:

ARTICLE 1. TERM

1.0 This Memorandum of Understanding ("MOU") will be in effect from **May 1, 2020**, through **June 30, 2023** at which time all unused funds shall lapse.

ARTICLE 2. STANDARDS

2.0 To receive payment for the submittal of the FY 2017-18 NTD statistics, the City warrants that it:

A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics including all audit requirements;

B. Prepared and submitted the FY 2017-18 **ANNUAL NTD REPORT** of the City's fixed-route and/or demand response transit service to the LACMTA on or before **October 31, 2018**;

ARTICLE 3. PAYMENT OF FUNDS TO CITY

3.0 LACMTA shall pay the City for collecting and reporting FY 2017-18 NTD statistics. LACMTA shall pay the City for submitting the FY 2017-18 **ANNUAL NTD REPORT** for the applicable transit services as follows:

MOTOR BUS SERVICE
For City's motor bus service, LACMTA shall pay an amount equal to the 248,237 revenue vehicle miles reported by the City multiplied by the FTA unit value of $0.438026446 per revenue vehicle mile. See Attachment A for detail.

DIAL-A-RIDE SERVICE
For City's dial-a-ride service, LACMTA shall pay an amount equal to the 79,335 revenue vehicle miles reported by the City multiplied by the FTA unit value of $0.438026446 per revenue vehicle mile. See Attachment A for detail.

3.1 The City shall submit one invoice to LACMTA prior to **June 30, 2023**, in the amount of **$143,485** in order to receive its payment described above.

3.2 INVOICE BY CITY:

Send invoice with supporting documentation to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
accountspayable@metro.net

Re: LACMTA MOU# MOUPAIELMO20000 M.S. Chelsea Meister (99-4-3)

ARTICLE 4. CONDITIONS

4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.

4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.

4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.

4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.

4.4 These expenditures will be subject to AUDIT as part of LACMTA's annual Consolidated Audit.

ARTICLE 5. REMEDIES

5.0 LACMTA reserves the right to terminate this MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

ARTICLE 6. MISCELLANEOUS

6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.

6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

ARTICLE 7. CONTACT INFORMATION

7.0 LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Chelsea Meister (99-4-3)

7.1 City's Address:
El Monte
3990 Arden Dr.
El Monte,CA 91731-1827
Attn: Sarah Zadok
szadok@elmonteca.gov

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:

City of El Monte

Mayor/City Manager

Date: 6/9/20

Los Angeles County Metropolitan Transportation Authority

By: _____
PHILLIP A. WASHINGTON
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

By: _____
Legal Counsel

Date: 6-9-20

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Deputy

Date: 5/20/2020

ATTACHMENT A
LACMTA Voluntary NTD Reporting Program for FY '20
Using FY '18 FTA Formula Programs Apportionment Data Unit Values

Jurisdiction	MODE	Number of Vehicles in Operation	Total Vehicle Revenue Miles	Total Vehicle Revenue Hours	Total Passenger Miles	Total Operating Costs	$ from VRM	$from OPCOST	Total Generated	Tier II Operator Deduction	Total ($)Due to Jurisdiction
Glendale	MB	28	719,209	80,357	3,300,627	6,933,059	315,032.56	24,708	$ 339,741	(47,837)	291,904
Pasadena	MB	19	672,330	63,393	2,749,102	4,869,162	294,498.32	24,406	$ 318,905	(44,903)	274,001
LADOT COMMUNITY DASH	MB	169	2,594,003	285,403	14,502,162	34,519,839	1,136,242	95,802	$ 1,232,044	(173,478)	1,058,566
LADOT DEPARTMENT OF AGING	DR	88	418,923	56,548	531,535	4,319,733	183,499	1,028	$ 184,528		184,528
Total LADOT		257	3,012,926	341,951	15,033,697	38,839,572	1,319,741	96,830	$ 1,416,572		1,243,094
Total NTD 9166 Funds		310	4,545,435	496,387	21,302,761	51,701,668	1,991,021	146,659	2,137,680	(266,219)	1,871,461

FY20 Revenue Mile Rate	0.4380264 *
FY20 Passenger Mile Rate	0.0157245

ATTACHMENT A
LACMTA Voluntary NTD Reporting Program for FY20
Using FY18 FTA Formula Programs Apportionment Data Values

Jurisdiction	MODE	Number of Vehicles in Operation	Total Vehicle Revenue Miles	$ from VRM	Tier II Operator Deduction	Total ($)Due to Jurisdiction
Alhambra	MB	9	165,419	72,457.90		72,458
Alhambra	DR	8	102,289	44,805.29		44,805
Artesia	DR (DT)	5	13,018	5,702.23		5,702
Azusa	DR	6	95,307	41,746.99		41,747
Baldwin Park	MB	6	170,315	74,602.47		74,602
Baldwin Park	DR	2	36,514	15,994.10		15,994
Bell	MB	1	33,467	14,659.43		14,659
Bell	DT	5	23,395	10,247.63		10,248
Bell	DR	3	10,366	4,540.58		4,541
Bellflower	MB	2	72,453	31,736.33		31,736
Bellflower	DR	2	28,718	12,579.24		12,579
Bell Gardens	MB	3	96,419	42,234.07		42,234
Bell Gardens	DR	3	52,500	22,996.39		22,996
Burbank	MB	14	309,680	135,648.03	(19,100)	116,548
Calabasas	MB	11	145,520	63,741.61		63,742
Calabasas	DR	1	16,517	7,234.88		7,235
Carson	MB	7	345,915	151,519.92		151,520
Carson	DT	8	94,330	41,319.03		41,319
Cerritos	MB	5	174,367	76,377.36		76,377
Cerritos	DT	10	62,183	27,237.80		27,238
Compton	MB	5	129,233	56,607.47		56,607
Compton	DR	2	21,230	9,299.30		9,299
Covina	DR	4	58,773	25,744.13		25,744
Cudahy	MB	1	34,548	15,132.94		15,133
Cudahy	DT	5	17,248	7,555.08		7,555
Downey	MB	6	115,807	50,726.53		50,727
Downey	DR	10	75,729	33,171.30		33,171
Duarte	MB	2	81,471	35,686.45		35,686
El Monte	MB	7	248,237	108,734.37		108,734
El Monte	DR	6	79,335	34,750.83		34,751
Glendora	MB	3	89,070	39,015.02		39,015
Glendora	DR	10	117,169	51,323.12		51,323
Huntington Park	MB		DID NOT REPORT FOR FY18			
Huntington Park	DT		DID NOT REPORT FOR FY18			
LACDPWAvocado	MB	1	39,169	17,157.06		17,157
LACDPWELA	MB	6	248,646	108,913.52		108,914
LACDPWELA	DR	7	78,793	34,513.42		34,513
LACDPWEast Valinda	MB	1	43,863	19,213.15		19,213
LACDPWKing Medical	MB	1	34,782	15,235.44		15,235
LACDPWWillowbrook Shuttle	MB	2	78,299	34,297.03		34,297
LACDPWS.Whittier	MB	4	210,244	92,092.43		92,092
LACDPWAthens	MB	1	37,312	16,343.64		16,344
LACDPWLennox	MB	1	29,651	12,987.92		12,988
LACDPWFloranceFirestone	MB	2	56,647	24,812.88		24,813
Lakewood	DR	14	81,479	35,689.96		35,690
Lawndale	MB	2	77,378	33,893.61		33,894
Lynwood	MB	4	134,510	58,918.94		58,919
Malibu	DT	9	53,514	23,440.55		23,441
ManhattanBeach	DR	4	42,535	18,631.45		18,631
Maywood	MB	2	32,140	14,078.17		14,078
Maywood	DR	2	23,820	10,433.79		10,434
MontereyPark	MB	6	224,033	98,132.38		98,132
MontereyPark	DR	3	25,428	11,138.14		11,138
Pico Rivera	DR	3	21,737	9,521.38		9,521
Rosemead	MB	2	115,949	50,788.73		50,789
Rosemead	DR	3	42,854	18,771.19		18,771
Santa Fe Springs	DR	2	13,166	5,767.06		5,767
South Gate	MB	5	176,395	77,265.67		77,266
South Gate	DT	9	185,992	81,469.41		81,469
SouthPasadena	DR	5	36,012	15,774.21		15,774
WestCovina	MB	4	164,341	71,985.70		71,986
WestCovina	DR	4	67,766	29,683.30		29,683
West Hollywood	MB	4	104,163	45,626.15		45,626
Total		285	5,492,997	2,406,078	(19,100)	2,386,978
FY20 Revenue Mile Rate		0.438026446				

Attachment 3:

Proposed Resolution for Prop A Discretionary Incentive Program

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, OF CALIFORNIA, APPROVING AND AUTHORIZING THE EXECUTION OF THE PROPOSITION A DISCRETIONARY INCENTIVE PROGRAM MEMORANDUM OF UNDERSTANDING FOR COLLECTING AND REPORTING DATA FOR THE NATIONAL TRANSIT DATABASE FOR REPORT YEARS 2017 AND 2018

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the Los Angeles County Metropolitan Transportation Authority ("LACMTA") authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

WHEREAS, at its June 21, 2018 and June 20, 2019 meetings, LACMTA approved the Fiscal Year ("FY") 2018-19 and 2019-20 transit fund allocations, which included funds to make payments to all cities that voluntarily reported National Transit Database ("NTD") data for FY 2016-17 and 2017-18; and

WHEREAS, the City of El Monte ("City") has been a participant in LACMTA's Consolidated NTD Reporters Random Sampling Program for FY 2016-17 and has voluntarily submitted NTD data to the LACMTA for FY 2016-17 which successfully passed independent audit without findings; and

WHEREAS, the City has voluntarily submitted their FY 2017-18 data to the NTD and has successfully met all NTD and Federal Transit Administration ("FTA") requirements in order to generate Federal 5307 funds for the Los Angeles County region; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2016-17 and 2017-18 Reporting Years ("Project"); and

WHEREAS, on April 9, 2019 and February 9, 2020, the FTA published in the Federal Register the FY 2018-19 and FY 2019-20 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the City and LACMTA desire to enter into a Memorandum of Understanding entitled "Proposition A Discretionary Incentive Grant Program Memorandum of Understanding for Collecting and Reporting Data for the National Transit Database for Report Year 2017" and "Proposition A Discretionary Incentive Grant Program Memorandum of Understanding for Collecting and Reporting Data for the National Transit Database for Report Year 2018" (hereinafter, the "MOUs"), setting for the terms and conditions for payment of the Project; and

WHEREAS, the MOUs are attached hereto as Exhibit "A" and Exhibit "B".

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

SECTION 1. That the above recitals are true and correct.

SECTION 2. The City Council hereby approves the MOUs, which are attached hereto as Exhibit "A" and Exhibit "B" and the terms and conditions contained therein.

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

PASSED AND ADOPTED by the City Council of the City of El Monte at its regular meeting on this _____ of _____ , 2020.

_____
Andre Quintero
Mayor of the City of El Monte

ATTEST:

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

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

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

AYES:

NOES:

ABSTAIN:

ABSENT:

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

EXHIBIT "A"

PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM MEMORANDUM OF UNDERSTANDING FOR COLLECTING AND REPORTING DATA FOR THE NATIONAL TRANSIT DATABASE FOR REPORT YEAR 2017

EXHIBIT "B"

PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM MEMORANDUM OF UNDERSTANDING FOR COLLECTING AND REPORTING DATA FOR THE NATIONAL TRANSIT DATABASE FOR REPORT YEAR

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF SEPTEMBER 15, 2020

August 31, 2020

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

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL OF A CONTRACT SERVICE AGREEMENT WITH NOVA ELECTRIC TO PROVIDE ELECTRICIAN SERVICES AS-NEEDED FOR A COST OF $110,000

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve a Contract Service Agreement with NOVA Electric to provide electrician services as-needed; and

2. Authorize the City Manager, or her designee, to execute a Contract Service Agreement with NOVA Electric.

BACKGROUND

The El Monte Public Works and Utilities Department is responsible for the maintenance of City-own infrastructures such as parks, right-of way, well sites, sewer sites, and the operable unit. This maintenance includes electrical work that must be executed by a qualified, licensed electrician.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Staff solicited three (3) Time & Material quotes from qualified Electricians (Attachment 1). Contractors were asked to submit a Time and Materials bid for on-call electrical repairs, lighting installation, upgrades, troubleshooting, and electrical diagnostics.

Staff recommends awarding a Contract Service Agreement to the lowest responsible bidder NOVA Electric to provide Citywide electrician services as-needed (Attachment 2).

FISCAL IMPACT/FINANCING

The Public Works Department budgeted funds in Fiscal Year 2020-21 to offset the $110,000 Contract Service Agreement with NOVA Electric to provide electrician services as-needed; see table below for the fund distribution:

Funding Source	Account Number	Division Code	Requested Amount
General Fund	100-67-626-6111	Facilities	$10,000
	100-67-673-6111	Building	$20,000
	100-67-685-6111	Traffic Signals	$20,000
Water Fund	600-67-696-6111	Water	$30,000
Sewer Fund	650-67-693-6311	Waste Water	$30,000
		Total	**$110,00**

CONCLUSION

It is recommended that the City Council consider and approve a Contract Service Agreement with NOVA Electric; and, authorize the City Manager, or her designee, to award and execute this Contract Service Agreement on behalf of the City in the amount not-to-exceed $110,000.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

SALVADOR MENDEZ
Public Works and Utilities Director

Attachment(s):

Attachment 1: Bid Sheet Summary

Attachment 2: Contract Service Agreement

DATE: SEPTEMBER 15, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT

CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF SEPTEMBER 15, 2020

ATTACHMENT 1

LIST OF BIDS

Vendor	Bid
NOVA Electric	$125
Graphic Electric, Inc.	$200
Michael Lawrence Electric, Inc.	$218
Nexus	
Bid totals were based adding togerther the regular hourly rate of a Superintendent and Journeyman. The material mark-up percentage is also considered; however, both Graphic Electric and NOVA Electric are 15% and the highest bidder Michael Lawrence Electric is 12% which will not change the outcome of the bid results.	

2020
CONTRACT SERVICES AGREEMENT
(Contractor: Nova Electric)
(Nature of Engagement: Electrician Services)

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2020 by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and NOVA ELECTRIC (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

RECITALS

WHEREAS, CITY is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose; and

WHEREAS, CITY requires on call, as needed, electrician services; and

WHEREAS, CITY staff has determined that CONTRACTOR possess the skills, experience and expertise required to competently provide the services and tasks contemplated under this Agreement; and

WHEREAS, the execution of this Agreement was approved by the El Monte City Council at its Regular Meeting of September 15, 2020 under Agenda Item No. ___.

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

Section 1. Description of the Work.

A. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide CITY, on call-as needed electrician work. The various tasks and related services to be performed by CONTRACTOR are more specifically described in the CITY's "On-Call Electrician City Requirements" (hereinafter the "City Requirements") and the written proposal of CONTRACTOR received on August 11, 2020 (hereinafter, the "Contractor Proposal"). The City Requirements and the Contractor Proposal are attached and incorporated hereto as **Exhibits "A" and "B"** respectively. The term "Scope of Work" shall be a collective reference

to the City Requirements and the Contractor Proposal. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled City Requirements and the provisions of the document entitled Contractor Proposal, the requirements of the document entitled City Requirements shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

B. CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall perform the Work in accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY.

C. By executing this Agreement, CONTRACTOR warrants that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the work, services and tasks to be performed under this Agreement; (ii) has carefully considered how the Work should be performed; and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. CONTRACTOR warrants that CONTRACTOR has or will investigate any location where the Work is to be performed and is or will be fully acquainted with the conditions there existing, prior to undertaking any service or task requested by CITY in the manner described under Section 3, below. Should the CONTRACTOR discover any latent or unknown conditions which will materially affect the performance of the services hereunder, CONTRACTOR shall immediately inform the CITY of such fact and shall not proceed except at CONTRACTOR's risk until written instructions are received from the City Representative as defined herein.

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

Section 2. Term.

A. This Agreement shall have a term of one (1) fiscal year and will terminate on June 30, 2021 (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Section 17 (Termination), below.

B. Nothing in this Section Shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

C. CONTRACTOR shall perform the Work continuously and with due diligence. CONTRACTOR shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents.

D. CONTRACTOR shall not claim or be entitled to receive any compensation or damage because of the failure of CONTRACTOR, or its subcontractors, to have related services or tasks completed in a timely manner.

E. CONTRACTOR shall at all times enforce strict discipline and good order among CONSULTANT's employees.

F. CONTRACTOR, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

G. CONTRACTOR shall complete the services within the term of this Agreement, and shall meet any other established schedules and deadlines.

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 as timely and a diligently a manner as possible.

Section 4. Compensation.

A. CONTRACTOR's total compensation during the Term of this Agreement shall not exceed the annual sum of **ONE HUNDRED AND TEN THOUSAND DOLLARS ($110,000)** (hereinafter, the "Annual Not-to-Exceed Sum"). CONTRACTOR further agrees that the Annual Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall have no right or entitlement to any overage contingency sums authorized by the City Council as part of the approval of this Agreement, unless the City Representatives authorize the expenditure of such overage contingency funds in writing in the City Representative's sole and absolute discretion.

B. Following the conclusion of Work requested pursuant to Section 3 above, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed. If the amount of CONTRACTOR's compensation includes hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in connection with the specific service or task requested, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

Section 5. Standard of Care. CONTRACTOR represents, acknowledges and agrees as follows:

A. CONTRACTOR shall perform all work skillfully, competently and to the highest standards applicable to the CONTRACTOR's field;

B. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform the Services

C. CONTRACTOR shall perform all work in a manner reasonably satisfactory to the CITY;

D. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). CONTRACTOR's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization;

E. CONTRACTOR understands the nature and scope of the work to be performed under this Agreement as well as any and all schedules of performance;

F. All of CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks contemplated under this Agreement; and

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

H. CONTRACTOR shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative. The quality of Services shall meet or exceed those standards established by the City or the City or County of jurisdiction.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from CITY, any services or tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing and absolute discretion. The Parties acknowledge and agree that CONTRACTOR's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CONTRACTOR has relied upon the

foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work in a skillful and competent manner equivalent to, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

Section 6. Representatives.

A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be Salvador Mendez, Public Works and Utilities 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, John Helm, is hereby designated as the principal and representative of CONTRACTOR authorized to act on its behalf with respect to CONTRACTOR's performance under this Agreement and to make all decisions in connection therewith (the "Contractor Representative"). Notice to the Contractor Representative whether written or verbal shall constitute notice to CONTRACTOR. The CONTRACTOR's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement

Section 7. Contractor's Personnel

A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the Work and all other services and tasks necessary for CONTRACTOR to competently and timely complete the improvements contemplated under this Agreement. All work, services and tasks will be performed under CONTRACTOR's supervision, and CONTRACTOR's personnel engaged in the performance of the work, services and tasks contemplated under this Agreement shall possess the qualifications, permits and licenses required by applicable law to perform such work, services and tasks.

B. CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Work. CONTRACTOR shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR's performance of the Work, and shall indemnify, defend and hold harmless CITY against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against CITY hereunder.

C. CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Work.

D. In the event that CITY, in its sole reasonable discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

E. CONTRACTOR shall be responsible for payment of all employees' and subconsultants' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

F. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the performance of the Work contemplated under this Agreement.

Section 8. Substitution of Key Personnel. 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.

Section 9. Prevailing Wages and General Labor Compliance and Reporting.

A. CONTRACTOR and any subcontractor performing or contracting any portion of the work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:

1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under this Contract. Contractor and any subcontractor shall pay workers overtime pay (not less than 1 1/2 times the base rate of pay) as required by California Labor Code Section 1815. Contractor and any subcontractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one

calendar week in violation to the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.

2. Pursuant to the provisions of California Labor Code, Sections 1770 et. seq., CONTRACTOR and any subcontractor under CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, CONTRACTOR is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the District Secretary, which copies shall be made available to any interested party on request. CONTRACTOR shall post a copy of said prevailing rate of per diem wages at each job site.

B. As required by Section 1773.1 of the California Labor Code, CONTRACTOR shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.

C. To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and payments.

D. CONTRACTOR shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to City, forfeit up to fifty dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. CONTRACTOR shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. CONTRACTOR is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and CONTRACTOR and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.

E. CONTRACTOR and any subcontractor shall maintain and make available for inspection payroll records as required by Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with Labor Code Section 1776 and shall

keep accurate payroll records containing all such information as maybe called for under Labor Code Section 1776 and other applicable provisions of State law.

F. CONTRACTOR and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the work site for a certificate approving CONTRACTOR or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code, which is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with CONTRACTOR. Pursuant to California Labor Code Section 1777.7, in the event CONTRACTOR willfully fails to comply with the provisions of California Labor Code Section 1777.5, CONTRACTOR shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.

G. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, CONTRACTOR is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance and Employers Liability Insurance. If CONTRACTOR, in the sole discretion of the City satisfies the City of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, CONTRACTOR may so act, and in such case, the insurance required by this paragraph need not be provided. CONTRACTOR is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's General Liability limits of $1,000,000 per accident before commencing the performance of the work of this Contract. The Notice to Proceed with the Work under this Contract will not be issued, and CONTRACTOR shall not commence work, until CONTRACTOR submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, CONTRACTOR in signing this Contract certifies to the City as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." A subcontractor is not allowed to commence work on the project until verification of Workers' Compensation

Insurance coverage has been obtained and verified by CONTRACTOR and submitted to the City Engineer for the City's review and records.

H. In accordance with the provisions of Section 1727 of the California Labor Code, the City, before making payment to CONTRACTOR of money due under a contract for public works, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the City.

Section 10. Prohibited Interests. CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for Consultant, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the absolute and unfettered right to rescind this Agreement without liability or penalty. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

Section 11. Independent Contractor.

A. All acts of CONTRACTOR, its agents, officers, subcontractors and employees and all others acting on behalf of CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONTRACTOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONTRACTOR has no authority or responsibility to exercise any rights or power vested in CITY. No agent, officer, or employee of CITY is to be considered an employee of CONTRACTOR. It is understood by both CONTRACTOR and CITY that this Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture.

B. CONTRACTOR, its agents, officers, subcontractors and employees are and, at all times during the term of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

C. CONTRACTOR shall determine the method, details and means of performing the Work. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement.

CONTRACTOR has control over the manner and means of performing the services under this Agreement. CONTRACTOR is permitted to provide services to others during the same period as it provides services to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.

D. If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONTRACTOR.

E. It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of CITY in any capacity whatsoever as an agent, or to bind CITY to any obligation whatsoever.

F. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

Section 12. Conflicts of Interest. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with CONTRACTOR in connection with this project. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law or federal statute. CONTRACTOR agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that CONTRACTOR executes in connection with the performance of this Agreement.

Section 13. Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or set. CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing

Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

Section. 14. Indemnification.

A. To the fullest extent permitted by law, CONTRACTOR hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless CITY and CITY's elected and appointed officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of CONTRACTOR or any of CONTRACTOR's officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement and the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by CONTRACTOR and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law or elsewhere under this Agreement. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against any one or more of the Indemnitees shall be conclusive in favor of the Indemnitees' right to recover under this indemnity provision. CONTRACTOR shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverage(s) which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees. CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and

contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

B. CONTRACTOR's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to the Indemnities.

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

D. CITY does not, and shall not; waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. CONTRACTOR agrees that CONTRACTOR's covenant under this Section shall survive the termination of this Agreement.

E. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

Section 15. Insurance.

A. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1. Commercial General Liability Insurance with minimum limits of One Million Dollars ($1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.

2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

3. Worker's Compensation insurance as required by the State of California.

B. CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.

C. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

D. CONTRACTOR agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

E. Prior to commencement of work under this Agreement, CONTRACTOR shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.

F. CONTRACTOR shall provide proof that policies of insurance expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

H. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

I. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.

J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

K. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.

L. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

M. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.

N. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Section 16. Records and Inspection. CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to document the performance of the Work and enable the CITY to evaluate the performance the Work. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of CITY, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of four (4) years following completion of the services hereunder, and the CITY shall have access to such records in the event any audit is required.

Section 17. Termination.

A. Termination for Convenience. CITY may immediately terminate this Agreement for convenience, without cause and without penalty or liability at any time upon the issuance of written notice to CONTRACTOR specifying the effective date of such termination. Such termination for convenience shall be made in writing signed by either the City Representative, the City Manager or the Assistant City Manager. CONTRACTOR may only terminate this Agreement for cause.

B. Termination for Cause. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth in this Section or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall include, but shall not be limited to the following: (i) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (ii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary of involuntary; (iv) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false or erroneous in any material respect, including any statement, representation or warranty set forth in the Equipment Specifications.

1. CONTRACTOR shall cure the following Events of Defaults within the following time periods:

   i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be

reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

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

If an Event of Default relates to a material falsehood or misrepresentation that is not susceptible to a cure, CITY in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by CITY.

2. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.

3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this Agreement) pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the

reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

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

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

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

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

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

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

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

6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.

7. No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or

performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

Section 18. Force Majeure. The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONTRACTOR and without the fault or negligence of CONTRACTOR, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONTRACTOR shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONTRACTOR be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONTRACTOR'S sole remedy being extension of the Agreement pursuant to this Section.

Section 19. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to CITY:

City of El Monte
City Hall – West, 2nd Floor
11333 Valley Boulevard
El Monte, CA 91731
Phone: 626-580-2058
Attn: Salvador Mendez, Public Works Director

If to CONTRACTOR:

Nova Electric
5826 Painter Avenue
Whittier, CA 90601
Attn: John Helm
Phone: (562) 254-798

Section 20. Prohibition. CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 21. Attorney Fees. In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 22. Entire Agreement. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

Section 23. Governing Law; Jurisdiction. This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

Section 24. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 25. Captions. The captions used in this Agreement are solely for reference and the convenience of the parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

Section 26. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF EL MONTE, a municipal corporation

By: _____
Alma K. Martinez
City Manager

Date:_____

NOVA ELECTRIC

By: _____
John Helm,
Owner

Date:_____

APPROVED AS TO FORM:

By:_____
Richard Padilla
Assistant City Attorney

Date:_____

EXHIBIT "A"

CITY REQUIREMENTS

CITY OF EL MONTE

ON-CALL ELECTRICIAN
CITY REQUIREMENTS

The City of El Monte requires an on-call electrician for electrical repairs, lighting installation, upgrades, trouble shooting, and diagnosing electrical issues Citywide. The City requirements will also include the following:

- Upgrade park and building light fixtures to energy efficient LED's;
- Upgrade parking lot and street light fixtures to energy efficient LED's;
- Install new convenience outlets;
- Install new security lighting and power for new security cameras;
- Install disconnects for HVAC units;
- Troubleshoot and diagnose electrical issues;
- Work with the City of El Monte Information Technology and Police Departments on various projects citywide;
- Install data cable wire to offices;
- Install decorative and/or landscape lighting; and,
- Other electrical projects as requested and as needed.

EXHIBIT "B"

CONTRACTOR PROPOSAL

Nova Electric License # 512379
5826 Painter Av
Whittier , Ca. 90601

Information:

Contractor: Nova Electric	E-mail: Labayman@yahoo.com
Address: 5826 Painter Av , Whittier , Ca. , 90601	Office:
	Mobile: 562-254-0798

Hourly Rates:

	Regular Rate	Overtime Rate	Double Overtime Rate
Superintendent	$75.00	$112.00	$150.00
Foreman			
Journeyman	$50.00	$75.00	$100.00
Apprentice			
Trade Specialist			
Trade Technician			
Trade Laborer			
Other:			

Please specify the days/hours that qualify Regular Hours, Overtime, and Double Overtime.

Regular Hours	Mon. – Fri. 7:00 AM – 3:00 PM
Overtime	Sat. – Sun. & Mon.- Fri. After 3:00 PM
Double Overtime	Holidays

Equipment:

Equipment	Rate
Truck	N/C
Boom/Lift Truck	$500.00 per day (includes delivery charge)
Crane	
Other:	
Trip Charges	N/C
Material Mark-up Percentage	15%

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF SEPTEMBER 15, 2020

August 31, 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 RENTAL AGREEMENT WITH SUNBELT RENTALS FOR GENERAL USE EQUIPMENT AND MACHINERY RENTALS ON AN AS-NEEDED BASIS FOR AN AMOUNT OF $40,000

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve a Rental Agreement with Sunbelt Rentals for general use equipment and machinery rentals on an as-needed basis for an amount of $40,000; and

2. Authorize the City Manager, or her designee, to execute a Rental Agreement with Sunbelt Rentals.

BACKGROUND

The City of El Monte general use equipment and machinery rental needs can vary by project or seasonal event. Sunbelt Rentals gives the City access to a wide variety of contractor equipment and heavy machinery rentals to meet a full range of project and event needs. The City of El Monte utilizes Sunbelt Rentals for equipment and machinery rentals year-round for special events and various Public Works projects throughout the City.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Staff solicited four (4) bids from rental vendors. Bid totals were based on the combined monthly total for four (4) rental items (Attachment 1). Due to inconsistent availability, the concrete mixer was excluded from the bid total.

Staff recommends a Rental Agreement with Sunbelt Rentals for general use equipment and machinery rentals on an as-needed basis.

FISCAL IMPACT/FINANCING

The Public Works Department budgeted funds in Fiscal Year 2020-21 to offset the $40,000 purchase order to supply general use equipment rentals on an as-needed basis; see table below for the fund distribution:

Funding Source	Account Number	Division Code	Requested Amount
General Fund	100-67-626-6292	Facilities	$20,000
	100-67-673-6338	Building	$20,000
		Total	**$40,000**

CONCLUSION

Staff recommends that the City Council approve a Rental Agreement with Sunbelt Rentals; and authorize the City Manager, or her designee, to execute a Rental Agreement with Sunbelt Rentals for an amount of $40,000.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

SALVADOR MENDEZ
Public Works and Utilities Director

Attachment(s):

Attachment 1 – Bid Summary Sheet

DATE: SEPTEMBER 15, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT

CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF SEPTEMBER 15, 2020

ATTACHMENT 1

LIST OF BIDS

Vendor	Bid
Sunbelt Rentals	$7,740
PDQ Rental Center	$7,840
Quinn CAT Rental	$11,320
Nexus	
Bid totals were based on the combined monthly total of a generator, stump grinder, Bobcat Skid Steer Loader, and Bobcat Skid Steer Breaker attachment. Due to inconsistent availability the concrete mixer was excluded from the bid total.	

CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF SEPTEMBER 15, 2020

September 7, 2020

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

Dear Honorable Mayor and City Council:

CONSIDERATION AND APPROVAL OF A RESOLUTION DECLARING A SHELTER CRISIS PURSUANT TO THE CALIFORNIA SHELTER CRISIS ACT, GOVERNMENT CODE SECTION 8698 ET SEQ.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt the proposed Resolution (Attachment 1) declaring that a shelter crisis exists in the City of El Monte pursuant to Government Code Section 8698 and the Shelter Crisis Act (Gov. Code, § 8698 et seq.);

2. Authorize the City Manager or her designee to facilitate necessary and reasonable actions to assist in sheltering unsheltered persons in the City pursuant to the Shelter Crisis Act and this Resolution; and

3. Approve that the activities described in this Resolution are not a "project" as defined in the California Environmental Quality Act ("CEQA") Section 15378 and, therefore, are not subject to CEQA pursuant to Section 15060(c)(3) of the State CEQA Guidelines.

BACKGROUND

The State of California (the "State") is in the midst of an acute housing shortage and related homelessness crisis. California Governor Gavin Newsom and the members of the California Legislature have recognized the urgent and immediate need for funding at the local level to combat homelessness. Despite the State's continuous effort to provide intervention and rapid rehousing programs, more individuals are becoming homeless than can currently be housed. Despite the City of El Monte's (the "City") efforts to develop additional housing at multiple income levels, it finds that, as of January 28,

2020, there are approximately 433 individuals in the City who are homeless and living without shelter. The City is committed to combatting homelessness and creating or augmenting a continuum of shelter and service options for those living without shelter in the City.

DECLARING A SHELTER CRISIS

Declaring a shelter crisis is provided for under Government Code Section 8698 and as defined, means "the duly proclaimed existence of a situation in which a significant number of persons are without the ability to obtain shelter, resulting in a threat to their health and safety." After declaring a shelter crisis, a city can obtain immunity from liability for ordinary negligence in the provision of emergency housing pursuant to Section 8698.2 of the Government Code. The law states that the limitation of liability shall apply only to "conditions, acts, or omissions directly related to, and which would not occur but for, Shelter Crisis Declaration and Shelter Funding the provision of emergency housing. This section does not limit liability for grossly negligent, reckless, or intentional conduct which causes injury." Additionally, the law states that, "The provisions of any state or local regulatory statute, regulation, or ordinance prescribing standards of housing, health, or safety shall be suspended to the extent that strict compliance would in any way prevent, hinder, or delay the mitigation of the effects of the shelter crisis." If enacted, a city could put in place reasonable standards consistent with ensuring "minimal public health and safety" for those public facilities open to the homeless.

The Shelter Crisis Act (Gov. Code, § 8698 et seq.) authorizes a public agency, upon declaration of a shelter crisis, to allow persons unable to obtain housing to occupy designated public facilities during the duration of the state of emergency. The Shelter Crisis Act provides a political subdivision with immunity from liability for ordinary negligence in the provision of emergency housing, and such limitation of liability applies only to conditions, acts, or omissions directly related to, and which would not occur but for, the provision of emergency housing. The Shelter Crisis Act suspends the provisions of any state or local statute, regulation, or ordinance prescribing standards of housing, health, or safety to the extent that strict compliance would, in any way, prevent, hinder, or delay the mitigation of the efforts of the shelter crisis.

If, under a shelter crisis declaration, the City elects to acquire and develop a shelter, it is not required to comply with the City's own zoning ordinances. With regard to other organizations in the City developing and operating a shelter site or sites, the City may suspend its normal zoning process and building standards, if it adopts by ordinance reasonable local standards and procedures for homeless shelters (Cal. Gov't Code §8698.1). Homeless shelters funded by, leased by or constructed on land owned by a city or county are now specifically exempt.

FISCAL IMPACT

There will be no negative impact on the General Fund as a result of this Resolution.

CONCLUSION

It is recommended that the City Council adopt a Resolution declaring that a shelter crisis exists in the City pursuant to Government Code Section 8698 and the Shelter Crisis Act (Gov. Code, § 8698 et seq.); authorize the City Manager or her designee to facilitate necessary and reasonable actions to assist in sheltering unsheltered persons in the City pursuant to the Shelter Crisis Act and this Resolution; approve that the activities described in this Resolution are not a "project" as defined in the California Environmental Quality Act ("CEQA") Section 15378 and, therefore, are not subject to CEQA pursuant to Section 15060(c)(3) of the State CEQA Guidelines.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONAVANIK
Community and Economic Development Director

Attachment:
1. Resolution

DATE: September 15, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

ATTACHMENT 1

RESOLUTION

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA DECLARING A SHELTER CRISIS PURSUANT TO THE CALIFORNIA SHELTER CRISIS ACT, GOVERNMENT CODE SECTION 8698 ET SEQ.

WHEREAS, the State of California (the "State") is in the midst of an acute housing shortage and related homelessness crisis;

WHEREAS, California Governor Gavin Newsom and the members of the California Legislature have recognized the urgent and immediate need for funding at the local level to combat homelessness;

WHEREAS, despite the State's continuous effort to provide intervention and rapid rehousing programs, more individuals are becoming homeless than can currently be housed;

WHEREAS, despite City of El Monte's ("City") efforts to develop additional housing at multiple income levels, it finds that, as of January 28, 2020, there are approximately 433 individuals in the City who are homeless and living without shelter;

WHEREAS, the health and safety of unsheltered or homeless persons are threatened by a lack of shelter;

WHEREAS, the City is committed to combatting homelessness and creating or augmenting a continuum of shelter and service options for those living without shelter in the City;

WHEREAS, the Shelter Crisis Act (Gov. Code, § 8698 et seq.) authorizes a public agency, upon declaration of a shelter crisis, to allow persons unable to obtain housing to occupy designated public facilities during the duration of the state of emergency;

WHEREAS, upon the declaration of a shelter crisis, the Shelter Crisis Act provides a political subdivision with immunity from liability for ordinary negligence in the provision of emergency housing, and such limitation of liability applies only to conditions, acts, or omissions directly related to, and which would not occur but for, the provision of emergency housing; and

WHEREAS, the Shelter Crisis Act suspends the provisions of any state or local statute, regulation, or ordinance prescribing standards of housing, health, or safety to the extent that strict compliance would, in any way, prevent, hinder, or delay the mitigation of the efforts of the shelter crisis.

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. The information set forth in the recital paragraphs of this Resolution is true and correct and incorporated into the body of this Resolution by this reference.

SECTION 2. The City Council finds the following:

A. A significant number of persons in the City are without the ability to obtain shelter, resulting in a threat to their health and safety;

B. Urgent and expeditious efforts are necessary to develop additional homelessness and shelter solutions that are safe and meet basic habitability standards; and

C. The declaration of shelter crisis set forth in this Resolution is made to enable regional partnerships and obtain local, state, and federal funding to develop programs, facilities, and amenities to reduce the incidence of homelessness.

D. The declaration of shelter crisis set forth in this Resolution shall be effective until repealed by subsequent City Council Resolution.

SECTION 3. The City Council hereby declares that a shelter crisis exists in the City pursuant to Government Code Section 8698 and the Shelter Crisis Act (Gov. Code, § 8698 et seq.).

SECTION 4. The City Manager or her designee is hereby authorized to facilitate necessary and reasonable actions to assist in sheltering unsheltered persons in the City pursuant to the Shelter Crisis Act and this Resolution.

SECTION 5. The activities described in this Resolution are not a "project" as defined in the California Environmental Quality Act ("CEQA") Section 15378 and, therefore, are not subject to CEQA pursuant to Section 15060(c)(3) of the State CEQA Guidelines.

SECTION 6. 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

CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF SEPTEMBER 15, 2020

September 7, 2020

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

Dear Honorable Mayor and City Council:

A PUBLIC HEARING TO ADOPT A RESOLUTION APPROVING THE FIVE-YEAR CONSOLIDATED PLAN 2020-2025, 2020 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE, AND FISCAL YEAR 2020-2021 ANNUAL ACTION PLAN

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 a Resolution (Attachment 1) approving the Five-Year Consolidated Plan 2020-2025, 2020 Analysis of Impediments to Fair Housing Choice, and Fiscal Year 2020-2021 Annual Action Plan; and
8. Authorize the City Manager or her designee to submit the Five-Year Consolidated Plan 2020-2025, 2020 Analysis of Impediments to Fair Housing Choice, and Fiscal Year 2020-2021 Annual Action Plan to U.S. Department of Housing and Urban Development.

BACKGROUND

Each year the U.S. Department of Housing and Urban Development ("HUD") provides funding for housing and community development programs to the City of El Monte (the "City"), specifically Community Development Block Grant ("CDGB"), Home Investment

Partnerships ("HOME"), and Emergency Solution Grant ("ESG") Program funds. In order to receive these funds, the City is required to develop a planning document called the Consolidated Plan, which identifies the City's affordable housing and community development needs, sets priorities, and describes how federal funds from HUD will be used for activities designed to address these needs spanning a five (5) year planning period.

The City must submit an Annual Action Plan implementing the first program year of the five (5) year Consolidated Plan. These two (2) documents are to be submitted concurrently to HUD for review and approval.

In addition to the Consolidated Plan, HUD requires the development of a Five-Year Analysis of Impediments to Fair Housing Choice. The Analysis of Impediments helps promote fair housing and removes or mitigates factors that contribute to fair housing issues.

DISCUSSION

Consolidated Plan

The consolidated planning process serves as the framework for community-wide dialogue to identify housing and community development priorities that align with and focus funding from the CDBG, HOME, and ESG programs.

The Consolidated Plan has a duration of five (5) years and is carried out through Annual Action Plans, which provide concise summaries of the actions, activities, and resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan. The Fiscal Year 2020-2021 Annual Action Plan will be included as a component of the proposed five (5) year Consolidated Plan for 2020-2025.

CDBG, HOME, and ESG funds may be used for the following program activities: Community/Public Facilities, Community Services, Infrastructure Improvements, Special Needs Services, Neighborhood Services, Business Assistance, Employment/Job Services, Homeless Services, Affordable Housing Services, and Affordable Housing Facilities.

Staff initiated the 2020-2025 Consolidated Plan process in February 2020. In March 2020, two (2) Community Outreach Meetings were held and a Community Needs and Fair Housing Survey asking citizens to identify the highest priorities for the 2020-2025 Consolidated Plan was released.

The following tables show the previous 2015-2020 Consolidate Plan goals for the City and the proposed 2020-2025 Consolidated Plan goals.

El Monte 2015-2020 Goals

Goal Name	Category	Geographic Area	Needs Addressed	2015-2019 Accomplishments
Provide decent affordable housing	Affordable Housing	Citywide	Provide decent affordable housing	**Rental units constructed:** 1 **Household Housing Unit** **Rental units rehabilitated:** 24 **Household Housing Unit** **Direct Financial Assistance to Homebuyers:** 5 Households Assisted
Maintain and promote neighborhood preservation	Affordable Housing Non-Housing Community Development	Citywide Qualified Census Tracts	Construct or upgrade public facilities and infrastructure Maintain and promote neighborhood preservation	**Homeowner Housing Rehabilitated:** 5 Household Housing Unit
Support special needs programs and services	Non-Homeless Special Needs	Citywide Qualified Census Tracts	Fair Housing Support special needs programs and services	**Public service activities other than Low/Moderate Income Housing Benefit:** 775 Persons Assisted **Homelessness Prevention:** 100 Persons Assisted
Construct or upgrade public facilities and infrastructure	Non-Housing Community Development	Citywide Qualified Census Tracts	Construct or upgrade public facilities and infrastructure	**Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit:** 16,589 Persons Assisted
Economic Development	Non-Housing Community Development	Citywide Qualified Census Tracts	Support special needs programs and services	**Other:** 0 Other
CDBG Grant Administration	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide Qualified Census Tracts	Construct or upgrade public facilities and infrastructure Fair Housing Maintain and promote neighborhood preservation Provide decent affordable housing Support special needs programs and services	N/A

Proposed El Monte 2020-2025 Goals

Goal Name	Category	Geographic Area	Needs Addressed
Provide decent affordable housing	Affordable Housing	Citywide	Provide decent affordable housing and lower housing costs
Maintain and promote neighborhood preservation	Affordable Housing Non-Housing Community Development	Citywide Qualified Census Tracts	Maintain and promote neighborhood preservation Construct or upgrade public facilities and infrastructure
Support special needs programs and services	Non-Homeless Special Needs	Citywide Qualified Census Tracts	Support special needs programs and services Fair housing
Construct or upgrade public facilities and infrastructure	Non-Housing Community Development	Citywide Qualified Census Tracts	Construct or upgrade public facilities and infrastructure
Economic Development	Non-Housing Community Development	Citywide Qualified Census Tracts	Support special needs programs and services
CDBG Grant Administration	Affordable Housing Public Housing Homelessness Non-homelessness Special Needs Non-Housing Community Development	Citywide Qualified Census Tracts	Provide decent affordable housing and lower housing costs Maintain and promote neighborhood preservation Support special needs programs and services Construct or upgrade public facilities and infrastructure Fair housing

Annual Action Plan

Each year, the City prepares an Annual Action Plan in connection with the five (5) year Consolidated Plan, which details how the City will spend its allocated CDBG, HOME, and ESG funds. The Annual Action Plan has two (2) principal purposes:

- Identify the projects and programs to be undertaken during the upcoming fiscal year, and the proposed objectives and outcomes to be achieved within the overall context of the five (5) year consolidated plan; and
- Act as the City's application process for federal formula grants, comprised of the CDBG programs.

The proposed funding allocations for FY 2020-2021 are below:

Program Activity/Project	**Funding Recommendation**
CDBG	
Administration (20%)	$460,836
Commercial Façade Program	$200,000
Code Enforcement	$300,000
Utility Assistance Program	$246,610
Residential Rehab Program	$100,000
Graffiti Abatement	$350,000
Housing Rights Center	$27,000
Neighborhood Legal Services	$75,000
Integrated Care Management	$61,304
Food Distribution Program	$220,000
Section 108 Repayment: Aquatic Center	$223,707
Section 108 Repayment: Peck/Ramona Triangle	$159,736
Total	**$2,424,193**
HOME	
Administration (20%)	$307,050
CHDO Reserve	$428,825
Domus (Tyler/Ramona)	$658,350
Linc Development (Ramona Housing)	$500,000
Multi-Family Rental Rehab	$250,000
Acquisition & New Construction-Not Programmed	$236,743
Total	**$2,380,968**
ESG	
Administration (7.5%)	$11,317
Street Outreach	$50,000
Homeless Prevention	$44,787
Rapid Rehousing	$44,787
Total	**$150,891**
ESG-CV2	
Administration (10%)	$515,774
Volunteers of America	$517,183
Street Outreach	$500,000
Rapid Rehousing	$3,624,780
Total	**$5,157,737**

Analysis of Impediments to Fair Housing Choice
The Analysis of Impediments ("AI") for Fair Housing Choice provides a review of policies, procedures, and practices within the community (in the public and private sectors) that affect the location, availability, and accessibility of housing and current residential patterns and conditions related to fair housing choice. The goal of a completed AI is to help jurisdictions become fully aware of the existence, nature, extent, and causes of fair housing problems and the resources available to solve them. HUD suggests that local jurisdictions conduct or update their AI concurrently with the Consolidated Plan cycle.

FISCAL IMPACT

The CDBG entitlement allocation for Fiscal Year 2020-2021 is $1,749,900. In addition, the City anticipates a CDBG Program Income of $554,280 and a carryover amount of $120,013 for an estimated total of $2,424,193. The HOME allocation for Fiscal Year 2020-2021 is $684,022. In addition, the City anticipates receiving a HOME carryover of approximately $1,517,318 and a HOME Program Income of $179,628 for an estimated total of $2,380,968. The ESG entitlement allocation for Fiscal Year 2020-2021 is $150,891. The City does not have ESG carryover funds or Program Income.

CONCLUSION

It is recommended that the City Council adopt the Resolution approving the Five-Year Consolidated Plan 2020-2025, 2020 Analysis of Impediments to Fair Housing Choice, Fiscal Year 2020-2021 Annual Action Plan; and authorize the City Manager or her designee submit to HUD the City's 2020-2025 Consolidated Plan, the Fiscal Year 2020-2021 Annual Action Plan, and the 2020 Analysis of Impediments to Fair Housing Choice.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONAVANIK
Community and Economic Development Director

Attachment:
1. Resolution
2. Fiscal Year 2020-2025 Consolidated Plan and Fiscal Year 2020-2021 Annual Action Plan
3. 2020 Analysis of Impediments to Fair Housing Choice

DATE: September 15, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

ATTACHMENT 1

RESOLUTION

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING THE FIVE-YEAR CONSOLIDATED PLAN 2020-2025, 2020 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE, AND FISCAL YEAR 2020-2021 ANNUAL ACTION PLAN, AND AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO SUBMIT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the City of El Monte ("City") participates in the U.S. Department of Housing and Urban Development's ("HUD") Consolidated Plan Process and receives Community Development Block Grant ("CDBG"), Home Investment Partnership ("HOME"), and Emergency Solutions Grant ("ESG") funds. Agencies that receive funds from HUD are required to prepare and submit a Five-Year Consolidated Plan and an Annual Action Plan;

WHEREAS, the City wishes to receive HUD funds to provide decent housing, a suitable living environment, and economic opportunities to develop a viable urban community for low to moderate income households; and

WHEREAS, the City has developed a Consolidated Plan, including an Annual Action Plan, an Analysis of Impediments to Fair Housing Choice, and has satisfactorily followed HUD requirements for the creation of each.

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

SECTION 1. The City Council does hereby declare that the above recitals are true and correct and are incorporated herein by reference.

SECTION 2. The City Council hereby approves the Five-Year Consolidated Plan 2020-2025 and 2020-2021 Annual Action Plan for attached hereto as Exhibit "A"; the Analysis of Impediments to Fair Housing Choice attached hereto as Exhibit "B"; and directs any necessary budgetary adjustments be incorporated into the Fiscal Year 2020-2021 Operating Budget.

SECTION 3. The adoption of this Resolution will serve as approval of the Five-Year Consolidated Plan 2020-2025, 2020-2021 Annual Action Plan, the 2020 Analysis of Impediments to Fair Housing Choice.

SECTION 4. The City Manager, and/or her designee, is authorized to take reasonable action needed to implement this Resolution, including submittal of the Consolidated Plan and Action Plan to the appropriate HUD office on behalf of the City.

The City Manager, or designee, is further authorized to promulgate and implement administrative policies and procedures needed to effectuate the Consolidated Plan, Action Plan, Analysis of Impediments to Fair Housing Choice.

SECTION 5. If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

SECTION 7. The City Manager and/or her designee is hereby directed to file a copy of said Consolidated Plan, Annual Action Plan, and Analysis of Impediments to Fair Housing Choice to HUD.

SECTION 8. The City Manager is hereby authorized to enter into agreements with eligible sub-recipients, in a form acceptable to the City Attorney.

SECTION 9. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at the regular meeting of this 15th day of September 2020.

_____
Andre Quintero
Mayor of the City of El Monte

ATTEST:

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

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

I, Catherine A. Eredia, City Clerk of the City of El Monte, do hereby certify that the above and foregoing Resolution No. _____ was passed, approved, and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at a meeting of said City on this 15th day of September 2020, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

The undersigned, City Clerk of the City of El monte, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

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

ATTACHMENT 2

FISCAL YEAR 2020-2025 CONSOLIDATED PLAN
AND
FISCAL YEAR 2020-2021 ANNUAL ACTION PLAN

Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Consolidated Plan (the "ConPlan") is a document submitted to the U.S. Department of Housing and Urban Development (HUD) that serves as a comprehensive housing affordability strategy, Community Development plan and submission for funding under any of HUD's entitlement formula grant programs. The ConPlan for Housing and Community Development was established through legislation passed by the U.S. Congress in 1990. Under the Cranston-Gonzalez National Affordable Housing Act, jurisdictions that receive federal entitlement funds for housing and Community Development activities are required to prepare a comprehensive three-to-five-year plan for using those funds.

The entitlement formula utilizes population information, poverty, and overcrowded housing data to establish funding allocations. The City of El Monte (the "City") qualifies as a Community Development Block Grant (CDBG), ESG and HOME Investment Partnerships Program Entitlement City based on the grant formula. The City coordinates its efforts to provide a balanced approach to community needs using its available resources. A five-year strategic plan has been developed by the City of El Monte that identifies and prioritizes the future use of the City's CDBG funds. The 2020-2025 ConPlan covers the timeframe from July 1, 2020, to June 30, 2025.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The ConPlan is divided into five major parts: 1) the general characteristics of the community and the needs and strategies to address those needs, 2) the housing needs and the current housing market, 3) the needs of the homeless, 4) the goals and prioritization of community and economic development and 5) the strategies that will be used to address non-homeless special needs populations. Based on those categories, the Needs Assessment identified several target populations:

- Extremely low- income and low- income households
- Homeless persons
- Seniors and frail elderly
- Youth
- Persons with disabilities
- Other special needs populations (ie: large families, female-headed households)

Several types of projects were also identified as essential to the community:

- Public Infrastructure and Capital Improvements within qualified census tracts

- Continued support of area nonprofit agencies, particularly those programs that provide social services for special needs populations (i.e-senior, low income, youth households with a cost burden)
- Programs that improve the living environment of low and moderate-income families residing in substandard housing
- Programs that expand the stock of affordable housing within the City
- Programs that promote fair housing, especially targeting extremely low and low-income households
- Services for the Homeless and Homeless Prevention

The City's priority needs objectives and outcomes are based on the availability of $2,304,180 in CDBG; $2,380,968 in HOME; and $5,157,737 in ESG-CV funding. The figures are based on 2020 HUD allocations. If any of these conditions change, projected activities and accomplishments are also subject to change.

3. Evaluation of past performance

Each year, the U.S. Department of Housing and ESG assesses the City of El Monte' management of CDBG & HOME program funds, the City's compliance with the ConPlan and the extent to which the City is preserving and developing decent affordable housing, creating a suitable living environment and expanding economic opportunities. Overall, the City has performed satisfactorily in addressing its priority needs and carrying out the programs described in the ConPlan. The City evaluated its performance during the last ConPlan period (2015-2020) in order to set goals and strategies for this ConPlan.

4. Summary of the citizen participation process and consultation process

The section below is a placeholder until the citizen process is updated and will be updated with new information.

City staff developed a detailed participation plan that is part of this ConPlan. As required by HUD, nonprofits and community residents were provided adequate opportunity to review and comment on the original Citizen Participation Plan and on substantial amendments to the plan, if necessary.

Citizens were engaged through community meetings, surveys, public hearings, and individual meetings. Citizens who participated in the process received extensive information about the ConPlan, the citizen participation process, the HUD requirements for an entitlement City, the amount of funding that the City anticipates receiving and how those funds can be used by the City. Residents were given the opportunity to provide City staff with their input on the prioritization of community needs.

Citizens were encouraged to participate in a community meeting, as well as one (1) public hearing held on:

DATE: Tuesday, March 17, 2020

TIME OF MEETING: 7:00 p.m.

LOCATION OF: City of El Monte, Council Chambers 11333 Valley Boulevard, El Monte, CA 91731

At this hearings, information (agenda items) regarding the draft ConPlan and Annual Action Plan (AAP) was provided to the public and City Council before the final drafting of the ConPlan.

The City also consulted with internal departments, external agencies, as well as social service and non-profit organizations to understand the community's needs and available resources. Department staff provided input on how CDBG resources could be used and leveraged to provide services.

Upon completion of the draft ConPlan, it was available for public review and comment for 5 days. The City is exercising the 5-day comment waiver provided as a result of the COVID- 19 pandemic. Due to the enforced social distancing measures, public facilities are closed and the document is available on the city's website from September 4 – 15, 2020. Copies of the ConPlan/ AAP were available to the public at through the City website and social media platforms.

5.Summary of public comments

City staff developed a detailed participation plan that is part of this ConPlan. Citizens who participated in the process received extensive information about the ConPlan, the citizen participation process, the HUD requirements for an entitlement City, the amount of funding that the City anticipates receiving and how those funds can be used by the City. Residents were given the opportunity to provide City staff with their input on the prioritization of community needs. Below is a summary of comments:

1. Community Meeting/Public Hearing:

No Comments Provided

1. During the preparation of the Consolidated Plan, a Housing and Community Development Survey (in both English and Spanish) was administered (see attached surveys). Surveys were made accessible on the City website and social media platforms.

6. Summary of comments or views not accepted and the reasons for not accepting them

Not Applicable

7. Summary

Based on the public participation process, review of regional data and reports (i.e. Housing Element and Continuum of Care Homeless Survey,) and study session held with City Council, El Monte has the following housing and community priorities to address over the next five years:

- Public Infrastructure and Capital Improvements within qualified census tracts

- Continued support of area nonprofit agencies, particularly those programs that provide social services for special needs populations (i.e.-senior, low income, youth households with a cost burden);
- Programs that improve the living environment of low and moderate-income families residing in substandard housing
- Programs that expand the stock of affordable housing within the City,
- Programs that promote fair housing, especially targeting extremely low and low-income households
- Services for the Homeless and Homeless Prevention

The Process

Betty Donavanik

Economic Development Director

bdonavanik@elmonteca.gov

City Hall East

11333 Valley Boulevard

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1.Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for the administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for the administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	EL MONTE	Economic Development Department/ City of El Monte
HOME Administrator	EL MONTE	Economic Development Department/ City of El Monte
ESG Administrator	EL MONTE	Economic Development Department/ City of El Monte

Table 1 – Responsible Agencies

Narrative

Consolidated Plan Public Contact Information

El Monte, CA 91731

Phone: 626-580-2001

Fax: 626-453-3612

PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

1. Introduction

Under the Community's City Council-manager form of government, the City Council appoints and provides policy direction to the City Manager, who is responsible for administering the City's daily operations. As the elected legislative body of the City of El Monte, the City Council has overall responsibility for the scope, direction, and financing of City services. In setting policy, the City Council works closely with citizen advisory commissions and committees, considers staff information and recommendations and receives comments from the general public during open forums.

To prepare the consolidated plan, the City has consulted with public and private departments as well as agencies and social service and non-profit organizations to understand the community's needs and available resources. The City met with several department representatives to provide information about the ConPlan and its processes. Department staff provided input on how CDBG resources could be utilized and leveraged to provide services. The City of El Monte specifically contacted the following agencies:

- Access Transportation
- Baldwin Park Housing Authority
- Bet Tzedek Legal Services
- California Life Line
- Catholic Charities
- City of El Monte - Housing Division
- Community Presbyterian Church
- Department of Children and Family Services
- El Monte/ South El Monte Emergency Resources Association
- Foothill Family
- God Provides Ministry
- Housing Rights Center (CDBG funded)
- In Home Supportive Services
- Jeff Seymour Resource Center
- Los Angeles County Department of Public Health
- Los Angeles County Department of Public Social Services

- Neighborhood Legal Services (CDBG funded)
- Our Savior Center Food Pantry
- San Gabriel Valley Service Center
- Social Security Administration
- Transportation - Dial A Ride
- USC Family Caregiver Support Center
- Volunteers of America (CDBG funded)
- Senior Services Integrated Care Management (CDBG funded)

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The main provider of community development and economic development programs, housing projects, and financial support will be the City of El Monte. The Housing Authority administers the Section 8 Voucher program. Activities to be undertaken by the Housing Authority are identified in the Public Housing Agency (PHA) 5 Year and One-Year Action Plans. The residents are invited each year to contribute to the drafting of the Housing Authority's Plan and Baldwin Park Housing Authority. The City works closely with the Housing Authority of Los Angeles County to qualify community residents for Section 8 Housing Choice Vouchers. The City provides information on the availability of Section 8 assistance to qualified residents. Other key health, mental health, and service agencies that the City works closely with are listed in the previous section. Each was consulted during the City's ConPlan and Annual Action plan process.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

El Monte is part of the Countywide Los Angeles Continuum of Care (LACoC), which is coordinated by the Los Angeles Homeless Services Agency (LAHSA), a joint powers authority. LAHSA works with Cities to provide services throughout the County. The City works with the LAHSA, who has been the primary applicant to HUD on behalf of the Los Angeles Continuum of Care. LAHSA was established as an independent agency by the County and the City of Los Angeles. LAHSA is the lead agency in the Los Angeles Continuum of Care and coordinates and manages over $300 million dollars annually in Federal, State, County and City funds for programs providing shelter, housing, and services to homeless persons in Los Angeles City and County. The programs provide service-enriched housing for the mentally ill and permanent supportive housing for individuals with HIV/AIDS. The City of El Monte conducted the 2019 homeless count with the assistance of local volunteers.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies, and procedures for the administration of HMIS

The City works closely with the continuum of care homeless system to create funding policies and procedures for ESG. The City El Monte is part of the countywide Los Angeles Continuum of Care (LACoC), coordinated by the LAHSA, a joint powers authority. LAHSA partners with cities to provide homeless services throughout the county. In 2018, El Monte created a "Plan to Prevent and Combat Homelessness". Goals and supporting actions of the plan include "Increase engagement activities and links to crisis response systems". Additionally, in 2003, the City established a Homeless and Veterans Commission to maintain dialog on how to address the needs of these populations. The City supports the network of homeless service providers existing in and outside of the community to fund vouchers, permit transitional housing, and support agencies providing services. The City is also associated with LA County 2-1-1 phone line, which offers services and referrals to persons throughout LA.

2. Describe Agencies, groups, organizations, and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies, and other entities

1	**Agency/Group/ Organization**	Access Transportation
	Agency/Group/ Organization Type	Transportation services
	What section of the Plan was addressed by Consultation?	
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	
2	**Agency/Group/ Organization**	Baldwin Park Housing Authority
	Agency/Group/ Organization Type	Housing programs/ Section 8
	What section of the Plan was addressed by Consultation?	
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	

3	**Agency/Group/ Organization**	Bet Tzedek Legal Services
	Agency/Group/ Organization Type	Free- low cost legal services
	What section of the Plan was addressed by Consultation?	
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	
4	**Agency/Group/ Organization**	California Life Line
	Agency/Group/ Organization Type	Free telephone Services
	What section of the Plan was addressed by Consultation?	
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	
5	**Agency/Group/ Organization**	Catholic Charities
	Agency/Group/ Organization Type	Food bank/ Utility Assistance
	What section of the Plan was addressed by Consultation?	
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	
6	**Agency/Group/ Organization**	City of El Monte - Housing Division
	Agency/Group/ Organization Type	First Time Homebuyer & Minor Home Repair Program - Housing Clinic
	What section of the Plan was addressed by Consultation?	
	How was the Agency/Group/Organization consulted	

	and what are the anticipated outcomes of the consultation or areas for improved coordination?	
7	**Agency/Group/ Organization**	Community Presbyterian Church
	Agency/Group/ Organization Type	Food bank
	What section of the Plan was addressed by Consultation?	
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	
8	**Agency/Group/ Organization**	Department of Children and Family Services
	Agency/Group/ Organization Type	Child welfare
	What section of the Plan was addressed by Consultation?	
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	
9	**Agency/Group/ Organization**	El Monte/ South El Monte Emergency Resources Association
	Agency/Group/ Organization Type	Food bank
	What section of the Plan was addressed by Consultation?	
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	
10	**Agency/Group/ Organization**	Foothill Family
	Agency/Group/ Organization Type	Education, prevention, family services

	What section of the Plan was addressed by Consultation?	
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	
11	**Agency/Group/ Organization**	God Provides Ministry
	Agency/Group/ Organization Type	Food bank
	What section of the Plan was addressed by Consultation?	
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	
12	**Agency/Group/ Organization**	Housing Rights Center (CDBG funded)
	Agency/Group/ Organization Type	Education, advocacy and litigation
	What section of the Plan was addressed by Consultation?	
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	
13	**Agency/Group/ Organization**	In Home Supportive Services
	Agency/Group/ Organization Type	Home care for low income seniors, blind or disabled individuals.
	What section of the Plan was addressed by Consultation?	
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	

14	**Agency/Group/ Organization**	Jeff Seymour Resource Center
	Agency/Group/ Organization Type	Various Resources
	What section of the Plan was addressed by Consultation?	
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	
15	**Agency/Group/ Organization**	Los Angeles County Department of Public Health
	Agency/Group/ Organization Type	Various Resources
	What section of the Plan was addressed by Consultation?	
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	
16	**Agency/Group/ Organization**	Los Angeles County Department of Public Social Services
	Agency/Group/ Organization Type	Various Resources
	What section of the Plan was addressed by Consultation?	
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	
17	**Agency/Group/ Organization**	Neighborhood Legal Services (CDBG funded
	Agency/Group/ Organization Type	Advocacy
	What section of the Plan was addressed by Consultation?	
	How was the Agency/Group/Organization consulted	

	and what are the anticipated outcomes of the consultation or areas for improved coordination?	
18	**Agency/Group/ Organization**	Our Savior Center Food Pantry
	Agency/Group/ Organization Type	Food bank
	What section of the Plan was addressed by Consultation?	
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	
19	**Agency/Group/ Organization**	San Gabriel Valley Service Center
	Agency/Group/ Organization Type	Food bank
	What section of the Plan was addressed by Consultation?	
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	
20	**Agency/Group/ Organization**	Social Security Administration
	Agency/Group/ Organization Type	Retirement, disability, Medicare, etc.
	What section of the Plan was addressed by Consultation?	
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	
21	**Agency/Group/ Organization**	Transportation - Dial A Ride
	Agency/Group/ Organization Type	Low cost transportation

	What section of the Plan was addressed by Consultation?	
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	
22	**Agency/Group/ Organization**	USC Family Caregiver Support Center
	Agency/Group/ Organization Type	Caregiver services
	What section of the Plan was addressed by Consultation?	
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	
23	**Agency/Group/ Organization**	Volunteers of America (CDBG funded)
	Agency/Group/ Organization Type	Motel vouchers, security deposits, rental assistance.
	What section of the Plan was addressed by Consultation?	
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	
24	**Agency/Group/ Organization**	Senior Services Integrated Care Management (CDBG funded)
	Agency/Group/ Organization Type	Jack Crippen Center
	What section of the Plan was addressed by Consultation?	
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide a rationale for not consulting

Not applicable.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care for Los Angeles County and City	Los Angeles Homeless Services Authority (LAHSA)	LAHSA uses housing and demographic data obtained through HMIS and Homeless Counts to determine needs and to pinpoint gaps in housing and services. This in turn helps LAHSA to pool and coordinate resources with the County and cities to develop coordinated homeless access and assessment centers. Burbank participates with LAHSA in building the regional continuum of care to address the homeless and persons at-risk of homelessness.
Housing Element	City of El Monte	Based on the Regional Housing Needs Allocation (RHNA) set forth by the State of California, The Housing Element is the City's chief policy document for the development of affordable and market-rate housing. Consistent with this policy document, the City will maintain and enhance the quality of existing residential neighborhoods through and, promote and encourage fair housing opportunities for all economic segments of the community, regardless of age, sex, ethnic background, physical condition, or family size.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The City participates in regional planning efforts in the County of Los Angeles in the implementation of the Consolidated Plan as detailed above. The City also works with the State of California Department of Fair Employment and Housing to track reported fair housing data.

Narrative (optional):

Revert to the narratives above

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of the citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

City staff created a detailed participation plan that is part of this ConPlan in the table below. As required by HUD, nonprofits and community residents were provided adequate opportunity to review and comment on the original Citizen Participation Plan and on substantial amendments to the plan, if necessary.

Citizens were engaged through community meetings, surveys, public hearings, and individual meetings. Citizens who participated in the process obtained extensive information about the ConPlan, the citizen participation process, the HUD requirements for an entitlement City, the amount of funding that the City anticipates receiving and how those funds can be used by the City. Residents were also given the opportunity to provide City staff with their input on the prioritization of community needs. Each of these efforts, including a review of HUD Data and relevant policy documents, assisted the City in its goal-setting efforts.

The current version of El Monte's Consolidated Plan was open for public comment from September 4 to September 15, 2020.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments rec eived	Summary of comments not accepted and reasons	URL (If applicable)
1	Focus group	social service agencies and other stakeholders				Not applicable
2	Community needs survey	All city residents				https://www.surveymonkey.com/r/El_Monte_conplansurvey
3.	Community meetings	All residents	None	None	None	Not applicable

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The Needs Assessment analyzes information about housing for the City of El Monte. This section shows information about housing and demographic data received from the US Census, HUD's Comprehensive Housing Affordability Strategy (CHAS), and the American Community Survey (ACS) Estimates. The Needs Assessment portion of the document assists with the prioritization of housing, homelessness, and community development programs and activities for the use of CDBG, and HOME funds between FY 2020 - 2025 for the City. From this Needs Assessment, the City identified high priority areas, which will form the basis for the Strategic Plan and the programs and projects to be administered. The following summary of key findings gives an overview of the Needs Assessment results, with more detail included in each corresponding section of the Needs Assessment.

NA-10 Housing Needs

- Housing overpayment and overcrowding continue to be the most significant problems low-income residents in El Monte face.

NA-15 Disproportionately Greater Need: Housing Problems

- A disproportionately greater need exists at the highest rate in the 0-30 percent of the AMI income category for the jurisdiction as a whole at 84.61 percent. This is followed closely by the very low -income category (30 -50 percent of AMI) at 79.28 percent.
- Additionally, 80-100 percent of AMI has the lowest disproportionately greater need when compared to other income categories at 37.78 percent.

NA-20 Disproportionately Greater Need: Severe Housing Problems

- A disproportionately greater need exists at the highest rate in the 0-30 percent AMI category, representing extremely low-income households at 75.70 percent. This is followed by the very low- income category (30% -50% of AMI) at 49.65 percent.
- The least affected group is 80-100 percent of the AMI category, representing moderate-income households at 21.39 percent.

NA-25 Disproportionately Greater Need: Housing Cost Burden

- A disproportionately greater need exists among households that have a cost burden of 50 percent or higher at 29.06 percent for the jurisdiction as a whole.

NA-30 Disproportionately Greater Need: Discussion

- There are no specific areas or neighborhoods where Pacific Island, American Indian or Alaska Native households are located.

NA-35 Public Housing

- The City of El Monte does not own any public housing and works with the Housing Authority of Los Angeles County (HACOLA) and Baldwin Park Housing Authority (BPHA) to provide public housing within the City.
- BPHA administers the housing voucher rental choice program for El Monte. Residents in public housing and housing choice voucher holders often require additional services to allow for self-efficiency.
- The greatest housing facing El Monte's residents is a cost burden, paying more than 30 percent of their annual income towards the cost of housing.

NA-40 Homeless Needs

- 2019 LAHSA Homeless Count data reports 428 people being homeless in the City El Monte, with 214 persons or 53 percent estimated to be living on the streets and 73.7 persons or 18.3 percent of El Monte's homeless living in makeshift shelters.
- El Monte has seen a rise in the number of homeless families and veterans between 2018 and 2019.

NA-45 Non-Homeless Special Needs

- The City of El Monte recognizes the following subgroups as special needs households: Senior household, Female headed households, Large families, Persons with Disabilities, Veterans, Farmworkers.
- Housing assistance, including financial support, social services and physical accommodations may be necessary for these special needs groups.

NA-50 Non-Housing Community Development Needs

The general plan for the city identifies these as fundamental building blocks for new neighborhoods to be built over the next two decades.

- Health Care Facilities
- Park and recreation Facilities
- Youth Centers
- Libraries
- Fire Stations &Equipment
- Community Centers
- Child Care Centers
- Senior Centers

The needs of these facilities for the jurisdiction are ranked from the most needed as follows:

1. Youth Centers
2. Parks and recreation facilities
3. Senior Centers
4. Libraries
5. Fire Stations and Equipment
6. Health Care Facilities

7. Child Care Centers
8. Community Centers

How were these needs determined?

The community survey for the 2020-2025 Consolidated plan ranked the choices with the following scale: H = High Need; M = Medium Need; L = Low Need; N/C = No Concern

The needs are determined through the identified high priority needs which will determine the strategic plan and subsequent annual action plans to fulfil these needs.

Describe the jurisdiction's need for Public Improvements:

Public improvements are required to maintain the following infrastructural elements:

- Street/Alley Improvements
- Drainage Improvements
- Sidewalk Improvements
- Street Lighting
- Water/Sewer Treatment

The community survey ranked the improvements required as follows from the most important:

1. Street/Alley Improvements
2. Water/Sewer Treatment
3. Sidewalk Improvements
4. Drainage Improvements
5. Street Lighting

How were these needs determined?

The community survey for the 2020-2025 Consolidated plan ranked the choices with the following scale: H = High Need; M = Medium Need; L = Low Need; N/C = No Concern

The needs are determined through the identified high priority needs which will determine the strategic plan and subsequent annual action plans to fulfil these needs.

Describe the jurisdiction's need for Public Services:

Public services are not only what the city provides in the public facilities mentioned above, but also involves transit, legal and security services. These services are mentioned below as indicated in the community survey:

- Anti-Crime Programs
- Youth Activities
- Health Services
- Transportation Services

- Mental Health Services
- Senior Activities
- Child Care Services
- Legal Services

They were ranked as follows from most needed in the survey results:

1. Youth Activities
2. Anti-Crime Programs
3. Health Services
4. Senior Activities
5. Mental Health Services
6. Transportation Services
7. Legal Services
8. Child Care Services

How were these needs determined?

The community survey for the 2020-2025 Consolidated plan ranked the choices with the following scale: H = High Need; M = Medium Need; L = Low Need; N/C = No Concern

The needs are determined through the identified high priority needs which will determine the strategic plan and subsequent annual action plans to fulfil these needs.

Describe the jurisdiction's need for Special Need Services:

Special Needs Services help the City's most vulnerable populations through social safety nets and government support, including homeless shelters and counseling services. In the City of El Monte the following services are considered

<u>Special Needs Services</u>

- Neglect/Abused Children Center/Services
- Homeless Shelters and/or services
- Substance-Abuse Services and Counseling
- Domestic Violence Services and Counseling
- Centers/Services for Disabled Persons
- Accessibility Improvements (ADA)
- HIV/AIDS Centers & Services

They were ranked as follows from most needed in the survey results:

1. Homeless Shelters and/or Services

2. Neglected/Abused Children Center/Services

3. Domestic Violence Services and Counseling

4. Substance-Abuse Services and Counseling

5. Centers/Services for Disabled Persons

6. Accessibility Improvements (ADA

7. HIV/Aids Centers & Services

How were these needs determined?

The community survey for the 2020-2025 Consolidated plan ranked the choices with the following scale: H = High Need; M = Medium Need; L = Low Need; N/C = No Concern

The needs are determined through the identified high priority needs which will determine the strategic plan and subsequent annual action plans to fulfil these needs.

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

To provide a context for housing planning, this section discusses a variety of demographic, economic, housing, special needs characteristics and trends to identify issues that affect the City of El Monte's existing and future housing needs. This section explores household characteristics and housing problems experienced by different income levels:

- 0-30% of AMI- Extremely low income
- 30%-50% of AMI -Very low Income
- 50%-80% of AMI - Low income
- 80%-100% OF AMI - Moderate Income

Summary of Housing Needs

Demographics	Base Year: 2011	Most Recent Year: 2018	% Change
Population	113,763	115,586	1.9%
Households	28,022	31,157	11.18%
Median Income	$41,820	$47,121	12.67%

Table 5 - Housing Needs Assessment Demographics

Data Source:	2007-2011 ACS (Base Year), 2014-2018 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	8,815	7,290	6,860	2,435	5,355
Small Family Households	3,490	3,485	3,615	1,175	3,120
Large Family Households	1,720	1,625	1,650	655	1,185
Household contains at least one person 62-74 years of age	1,930	1,530	1,655	720	1,515
Household contains at least one person age 75 or older	1,520	765	670	315	590
Households with one or more children 6 years old or younger	2,270	1,695	1,355	375	555

Table 6 - Total Households Table

Data Source:	2011-2015 CHAS

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**	**0-30% AMI**	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	90	65	35	10	200	10	15	20	0	45
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	610	435	215	40	1,300	4	105	125	55	289
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	1,225	835	660	190	2,910	85	180	195	205	665
Housing cost burden greater than 50% of income (and none of the above problems)	3,855	1,155	115	0	5,125	785	830	515	20	2,150
Housing cost burden greater than 30% of income (and none of the above problems)	570	1,750	1,485	40	3,845	215	410	680	360	1,665

Zero/negative Income (and none of the above problems)	190	0	0	0	190	75	0	0	0	75

Table 7 – Housing Problems Table

Data Source:	2011-2015 CHAS

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					**Owner**				
	0-30% AMI	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**	**0-30% AMI**	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	5,785	2,495	1,025	240	9,545	885	1,125	855	280	3,145
Having none of four housing problems	1,155	2,180	3,090	700	7,125	720	1,490	1,890	1,210	5,310
Household has negative income, but none of the other housing problems	190	0	0	0	190	75	0	0	0	75

Table 8 – Housing Problems 2

Data Source:	2011-2015 CHAS

3. Cost Burden > 30%

	Renter				**Owner**			
	0-30% AMI	**>30-50% AMI**	**>50-80% AMI**	**Total**	**0-30% AMI**	**>30-50% AMI**	**>50-80% AMI**	**Total**
NUMBER OF HOUSEHOLDS								
Small Related	2,660	1,880	935	5,475	485	835	760	2,080
Large Related	1,525	775	299	2,599	85	365	350	800
Elderly	1,390	365	134	1,889	455	165	155	775
Other	680	830	465	1,975	40	90	105	235

Total need by income	6,255	3,850	1,833	11,938	1,065	1,455	1,370	3,890

Table 9 – Cost Burden > 30%

Data Source:	2011-2015 CHAS

4. Cost Burden > 50%

	Renter				**Owner**			
	0-30% AMI	**>30-50% AMI**	**>50-80% AMI**	**Total**	**0-30% AMI**	**>30-50% AMI**	**>50-80% AMI**	**Total**
NUMBER OF HOUSEHOLDS								
Small Related	2,355	565	55	2,975	460	615	325	1,400
Large Related	1,240	200	4	1,444	60	225	75	360
Elderly	1,045	90	15	1,150	270	60	75	405
Other	640	435	45	1,120	40	70	65	175
Total need by income	5,280	1,290	119	6,689	830	970	540	2,340

Table 10 – Cost Burden > 50%

Data Source:	2011-2015 CHAS

5. Crowding (More than one person per room)

	Renter					**Owner**				
	0-30% AMI	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**	**0-30% AMI**	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**
NUMBER OF HOUSEHOLDS										
Single-family households	1,595	985	540	170	3,290	84	200	155	79	518
Multiple, unrelated family households	240	315	330	60	945	0	90	175	175	440
Other, non-family households	35	0	4	0	39	4	0	0	4	8

Total need by income	1,870	1,300	874	230	4,274	88	290	330	258	966

Table 11 – Crowding Information – 1/2

Data Source:	2011-2015 CHAS

	Renter				Owner			
	0-30% AMI	**>30-50% AMI**	**>50-80% AMI**	**Total**	**0-30% AMI**	**>30-50% AMI**	**>50-80% AMI**	**Total**
Households with Children Present								

Table 12 – Crowding Information – 2/2

Describe the number and type of single-person households in need of housing assistance.

Subject	Total Occupied Units	Owner Occupied Units	Renter Occupied Units
One Person Household	4,406	1,487	2,919
15-34 years old	487	20	467
35- 64 years old	2,025	526	1,499
Householder 65 years and older	1,894	941	953

ACS estimates 2013-2017, City of El Monte

According to the 2014- 2018 ACS estimates, there are a total of 31,157 households, with 4,406 or 14.9 percent being single-person households. As demonstrated in the table above, approximately 33.7 percent are owner-occupied units, with 66.3 percent considered renter-occupied units. The majority (45.9 percent) of one-person households are between the age of 35- 64 years old. The second-largest group of single-person households is those above the age of 65 years (42.9 percent). Senior households who live alone represent 6.4 percent of El Monte's households. This population may need rental assistance as a result of being on a fixed income and may also need accessible features in the unit due to potentially limited mobility. Mortgage assistance and rehabilitation may also be required for senior households since approximately one- third of one-person households in El Monte are homeowners, and more than half of those homeowners are over the age of 65.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault, and stalking.

Disability

According to 2014- 2018 ACS Estimates, 6.1 percent of El Monte's population under the age of 65 identify with having some form of disability. Additionally, 2013- 2017 ACS data estimates that 10.2 percent of El Monte's senior residents (age 65 or over) identify with having some form of disability. The City's Housing Element defines a disability as having a mental, physical, mobility, or developmental disability. Disabled persons may earn very low incomes or a fixed income, have higher health costs, and are often dependent on supportive services. As a result, supportive housing options, including group housing and shared housing, are essential means for meeting the needs of persons with disabilities. These housing choices include supportive services onsite to meet the social needs of persons with disabilities as well as physical accessibility features to meet the needs of those with mobility limitations.

Domestic Violence

People facing domestic violence include those facing dating violence, sexual assault, and stalking. According to the National Coalition of Against Domestic Violence, more than 30 percent of women and 27 percent of men in the State of California have experienced some form of domestic violence in their lifetime. Additionally, 2019 LAHSA Homeless Count data identifies that within Service Planning Area (SPA) 3, where the City of El Monte is located, 38 percent of the homeless population (over the age of 18) have experienced domestic or intimate partner violence, and of that population 9 percent report being homeless due to fleeing those forms of violence. The Family Violence Prevention and Services Act (FVPSA), the Violence Against Women Act (VAWA), and the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act create federal protections and support lifesaving programs for victims of domestic violence, sexual assault, dating violence, and stalking. These advocates identify housing as a primary need of victims and a critical component in survivors' long-term safety and stability.

What are the most common housing problems?

Housing problems refer to substandard housing (lack complete plumbing or kitchen facilities), overcrowdedness, or cost burden. Housing cost burden followed by overcrowdedness continue to be the most prevalent issues El Monte residents face, as seen in table 7 above. Housing cost burden occurs when a household pays more than 30 percent of their annual income towards rent or mortgage. Severe housing cost burden occurs when 50 percent or more of household annual income goes towards rent or mortgage. Housing overcrowding occurs when there is 1.01-1.5 people per room. Additionally, a severely overcrowded household occurs when more than 1.51 people are living per room.

Of the households reporting having a housing problem (13,380 renter and 4,814 owners), 70.2 percent report that the cost of housing continues to be the problem they face. Severe housing cost burden continues to be the most significant housing problem residents in El Monte face at 40 percent (7,275 households). The second largest problem El Monte's households face is a housing cost burden at 30 percent (5,510 households). An overcrowded household comes in third, with 19 percent of households and severely overcrowded is reported as the fourth largest housing problem with 9 percent of households.

Overcrowding occurs when a household is unable to afford a unit with suitable space to accommodate their household. Other situations (retirement, children moving back home, loss of job, etc.) can also result in housing problems. In these situations, a household can choose to either overpay for housing or find roommates in a small unit to afford housing, which can result in overcrowding. Like many other cities in California, the cost of housing continues to be a prevalent issue residents of El Monte face.

Are any populations/household types more affected than others by these problems?

Circumstances that lead to a more significant burden for payment and overcrowding may be one's employment status, age, disability, family type, or other characteristics. The City of El Monte's Housing Element defines special needs groups as the following: senior households, female-headed households, large families, disabled people, veterans, homeless people, and farm workers. These populations require housing and service support.

Additionally, severe housing cost burden and overcrowding have a disproportionately greater effect on households making 0 - 30 percent AMI. Table 7 above shows that households with a 0-30 percent AMI, comprise more than half (52.9 percent) of low-income households facing a severe housing cost burden. The same AMI group also experiences an uneven number of households facing overcrowding, comprising more than one- third (36 percent) of low- income households. This is also evidenced by Table 10, which shows that households at 0 -30 percent AMI experience severe housing cost burden when compared to 30- 50 percent AMI or 50 - 80 percent AMI at 67.6 percent. Tables 7 and 8 above highlight the housing problems facing extremely low and very low-income households in El Monte. 2013- 2017 ACS estimates report 22.6 percent of individuals in El Monte are living below the poverty level, which is 7.5 percent higher when compared to the State's poverty level.

Describe the characteristics and needs of low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also, discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

HUD (2012) defines individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered as an individual or family who:

(i) Has an annual income below 30% of median family income for the area; AND

(ii) Does not have sufficient resources or support networks immediately available to prevent them from moving to an emergency shelter or another place defined in Category 1 of the “homeless” definition; AND

(iii) Meets one of the following conditions:

(A) Has moved because of economic reasons 2 or more times during the 60 days immediately preceding the application for assistance; OR

(B)Is living in the home of another because of economic hardship; OR

(C) Has been notified that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; OR

(D) Lives in a hotel or motel and the cost are not paid for by charitable organizations or by Federal, State, or local government programs for low-income individuals; OR

(E) Lives in an SRO or efficiency apartment unit in which there reside more than 2 persons or lives in a larger housing unit in which there reside more than one and a half persons per room; OR

(F) Is exiting a publicly funded institution or system of care; OR

(G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved Con Plan

Individuals and families that are at the highest risk of homelessness also are likely to experience a severe housing cost burden. Table 10 above illustrates a total of 6,689 renter households and 2,340 owner households with an AMI between 0-80 percent who experience a severe housing cost burden. A high cost for housing, therefore, takes away from a household's ability to pay for other necessities, including food, healthcare, and clothing. Renter households at 0-30 percent AMI are most at risk of becoming homeless, and they also comprise 5,280 of El Monte's households who experience a severe housing cost burden.

This risk of homelessness is also high for elderly persons who have a fixed- income and increase in medical needs. As already discussed above, 2013-2017 ACS estimates indicate that seniors are one of the largest individual household populations in El Monte, at 43 percent or 1,894 persons. Senior households living alone may need rental assistance, as they are likely living on a fixed income. The same can be said for persons with disabilities, and families with members that are from either one or both special needs groups.

Large families that are also within the extremely low -income category are also at a very high risk of homelessness. Table ten above indicates there are a total of 1,240 extremely low-income, large families who also experience a severe housing cost burden. These families are likely to struggle in acquiring basic necessities, including food and health care for a larger family (more than five people) due to the fact that they use more than half of their income for rent.

Additionally, formerly homeless families and individuals require access to healthcare and counselling services due to the reasons for homelessness that may include substance abuse and domestic violence. Rapid rehousing programs provide a temporary solution for formerly homeless families or individuals who then need access to rental assistance and economic

programs. Economic programs allow for skill building along with access to job boards and training that would allow them to rejoin the labor force and improve their standard of living.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

Risk of Homelessness

As already discussed, lower-income households with a high cost of housing are more likely to become homeless or experience overcrowding in housing. Homeowners with a housing cost burden have the option of selling the homes and becoming renters. Consequently, renters are vulnerable and subject to constant changes in the housing market. Renters experiencing a housing cost burden lead to less in less disposable income for other necessities, including food and health care. Table 9 and 10 above indicate that within low-income households (22,965 households), 39.3 percent (9,029 households) report experiencing a severe housing cost burden and 68.9 percent (15,828 households) experience a housing cost burden.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

As stated earlier in this section, rising rents and home prices continue to make it difficult for residents to afford housing in the City of El Monte. Overcrowding is another housing characteristic that has been linked with instability and an increased risk of homelessness. According to 2013- 2017 ACS data, 13.7 percent of households experience overcrowding. Additionally, overpayment leads to less funding allocated for healthcare, food, and clothing. As a result, these families may have little emergency funds if they were to lose a job, or income, therefore risking their loss of housing.

Discussion

See above.

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need for any racial or ethnic group that has a disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

According to the Federal register as per regulations from section 91.205(b) (2), 91.305(b) (2), and 91.405, a grantee must provide an assessment for each disproportionately greater need identified. A disproportionately greater need exists when the members of a racial/ ethnic group at a given income level experience housing problems at a higher rate (10 percentage points or more) when compared to the jurisdiction as a whole. The final column in the red text shows the calculation to determine if a disproportionately greater need exists.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems	Disproportionately greater need
Jurisdiction as a whole	7,455	1,090	265	84.61%
White	385	165	15	68.14%
Black / African American	0	0	0	0
Asian	1,745	545	75	73.78%
American Indian, Alaska Native	4	0	0	100%
Pacific Islander	30	0	0	100%
Hispanic	5,270	380	175	90.47%

Table 13 - Disproportionately Greater Need 0 - 30% AMI

Data Source:	2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems	Disproportionately greater need
Jurisdiction as a whole	5,780	1,510	0	79.28%
White	210	210	0	50%
Black / African American	30	20	0	60%
Asian	1,165	350	0	76.89%
American Indian, Alaska Native	0	4	0	0
Pacific Islander	10	0	0	100%
Hispanic	4,355	925	0	82.48%

Table 14 - Disproportionately Greater Need 30 - 50% AMI

Data Source:	2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems	Disproportionately greater need
Jurisdiction as a whole	4,045	2,820	0	58.92%
White	135	270	0	33.33%
Black / African American	0	0	0	0

Asian	1,270	755	0	62.71%
American Indian, Alaska Native	0	0	0	0
Pacific Islander	0	0	0	0
Hispanic	2,620	1,785	0	59.47%

Table 15 - Disproportionately Greater Need 50 - 80% AMI

Data Source:	2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems	Disproportionately greater need
Jurisdiction as a whole	920	1,515	0	37.78%
White	95	190	0	33.33%
Black / African American	0	10	0	0
Asian	335	460	0	42.13%
American Indian, Alaska Native	0	14	0	0
Pacific Islander	4	60	0	6.25%
Hispanic	490	765	0	39.04%

Table 16 - Disproportionately Greater Need 80 - 100% AMI

Data Source:	2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

Discussion

The housing problems being examined in this section are:

• Lack of complete kitchen facilities,

• Lack of complete plumbing facilities,

• More than one person per room, (Overcrowding)

• Cost Burden greater than 30%

A disproportionately greater need exists at the highest rate in the 0-30 percent of the AMI income category for the jurisdiction as a whole at 84.61 percent. This is followed closely by the very low -income category (30 -50 percent of AMI) at 79.28 percent. Additionally, 80-100 percent of AMI has the lowest disproportionately greater need when compared to other income categories at 37.78 percent. Details of the racial/ethnic groups most affected will be discussed later in the document in Needs Assessment 30.

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has a disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

A disproportionately greater need is determined when members of a race or ethnic community experience housing problems at ten percentage points or more when compared to the jurisdiction as a whole's disproportionately greater need. In this section, severe housing problems will be assessed by race/ethnic communities.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems	Disproportionately greater need
Jurisdiction as a whole	6,670	1,875	265	75.70%
White	285	260	15	50.89%
Black / African American	0	0	0	0
Asian	1,435	850	75	60.80%
American Indian, Alaska Native	4	0	0	100%
Pacific Islander	30	0	0	100%
Hispanic	4,895	760	175	83.96%

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source:	2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems	Disproportionately greater need
Jurisdiction as a whole	3,620	3,670	0	49.65%
White	50	370	0	11.9%
Black / African American	0	50	0	0
Asian	810	705	0	53.46%
American Indian, Alaska Native	0	4	0	0
Pacific Islander	10	0	0	100%
Hispanic	2,735	2,535	0	51.89%

Table 18 – Severe Housing Problems 30 - 50% AMI

Data Source:	2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems	Disproportionately greater need
Jurisdiction as a whole	1,880	4,980	0	27.4%
White	30	370	0	7.5%
Black / African American	0	0	0	0
Asian	600	1,425	0	29.62%

American Indian, Alaska Native	0	0	0	0
Pacific Islander	0	0	0	0
Hispanic	1,230	3,170	0	27.95%

Table 19 – Severe Housing Problems 50 - 80% AMI

Data Source:	2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems	Disproportionately greater need
Jurisdiction as a whole	520	1,910	0	21.39%
White	45	240	0	15.78%
Black / African American	0	10	0	0
Asian	135	655	0	17.08%
American Indian, Alaska Native	0	14	0	0
Pacific Islander	4	60	0	6.25%
Hispanic	335	920	0	26.69%

Table 20 – Severe Housing Problems 80 - 100% AMI

Data Source:	2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Discussion

The four severe housing problems in this section are:

• Lack of complete kitchen facilities,

• Lack of complete plumbing facilities,

• More than 1.5 persons per room (severe overcrowding)

• Cost Burden over 50%

Similar to Need Assessment 15 above, a disproportionately greater need exists at the highest rate in the 0-30 percent AMI category, representing extremely low-income households at 75.70 percent. This is followed by the very low- income category (30% -50% of AMI) at 49.65 percent. The least affected group is 80-100 percent of the AMI category, representing moderate-income households at 21.39 percent. Details of the racial/ethnic groups most affected will be discussed in Needs Assessment 30, below.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has a disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

Housing cost burden refers to the amount of income that households must spend to afford shelter. Based on HUD guidelines, housing should cost less than 30 percent of a household's income to be considered affordable. This section does not show other housing problems experienced. The same method used in Needs Assessment 15 and 20 is used here to calculate disproportionately greater need. This is determined when members of a particular racial or ethnic community experience housing problems at a higher rate (ten percentage points or more) when compared to the jurisdiction as a whole.

Housing Cost Burden

Housing Cost Burden	<=30%	%	30-50%	%	>50%	%	No / negative income (not computed)
Jurisdiction as a whole	13,825	44.95%	7,545	24.53%	9,105	29.06%	280
White	1,405	63.57%	430	19.45%	360	16.28%	15
Black / African American	95	76%	30	24%	0	0	0
Asian	4,830	52.18%	1,985	21.44%	2,360	25.49%	80
American Indian, Alaska Native	40	90.90%	0	0	4	9.09%	0
Pacific Islander	100	71.42%	0	0	40	28.57%	0
Hispanic	7,300	38.70%	5,095	27.01%	6,285	33.32%	180

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source:	2011-2015 CHAS

Discussion:

In this section, the first column sets a baseline for comparison between households that are considered affordable, paying less than 30 percent of their annual income towards housing payments within the City of El Monte. A disproportionately greater need exists among households that have a cost burden of 50 percent or higher at 29.06 percent for the jurisdiction as a whole.

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has a disproportionately greater need than the needs of that income category as a whole?

NA 15- Housing Problems:

- 0-30% AMI - Pacific Islander**,** American Indian, Alaska Native households have a disproportionately greater need at 100 percent.
- 30%-50% AMI- Pacific Islander households have a disproportionately greater need at 100 percent.
- 50-80% AMI- No race/ethnicity has a disproportionately greater need at this income category.
- 80-100% AMI- No race/ethnicity has a disproportionately greater need at this income category.

NA 20- Severe Housing Problems:

- 0-30% AMI - Pacific Islander, American Indian, and Alaska Native households have a disproportionately greater need at 100 percent.
- 30%-50% AMI- Pacific Islander households have a disproportionately greater need at 100 percent.
- 50-80% AMI- No race/ethnicity has a disproportionately greater need at this income category.
- 80-100% AMI- No race/ethnicity has a disproportionately greater need at this income category.

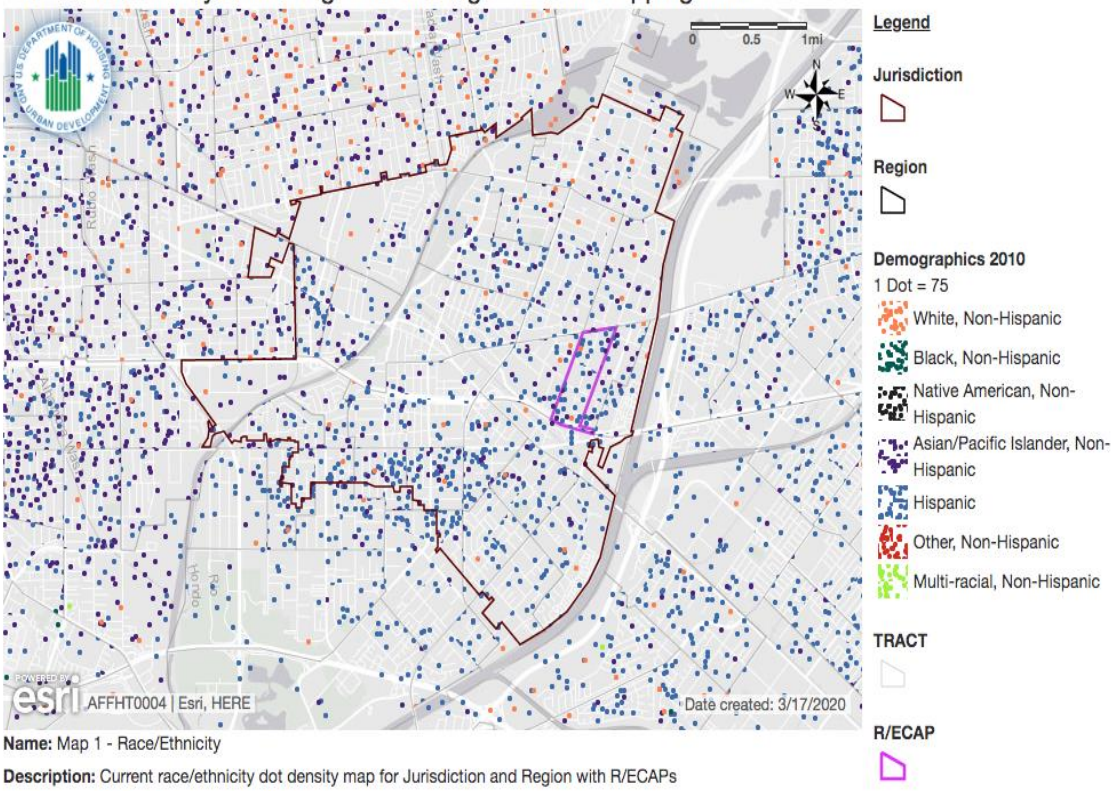
If they have needs not identified above, what are those needs?

No other needs have been identified.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

The map below indicates that there are no specific areas or neighborhoods where Pacific Island, American Indian or Alaska Native households are located. Asian/Pacific Islanders and Hispanic racial/ethnic groups are the most dominant in El Monte. Racial/ ethnic groups seemingly evenly spread throughout the City, with a slight concentration of Hispanics in the South Western parts of El Monte.

HUD Affirmatively Furthering Fair Housing Data and Mapping Tool



Name: Map 1 - Race/Ethnicity

Description: Current race/ethnicity dot density map for Jurisdiction and Region with R/ECAPs

Jurisdiction: El Monte (CDBG, HOME, ESG)

Region: Los Angeles-Long Beach-Anaheim, CA

HUD-Provided Data Version: AFFHT0004

Image: HUD AFFH, Race/ Ethnicity for City of El Monte

NA-35 Public Housing – 91.205(b)

Introduction

El Monte's Analysis of Impediments to Fair Housing Choice states that the City does not own any public housing and works in close collaboration with the Housing Authority of Los Angeles County (HACOLA) and Baldwin Park Housing Authority (BPHA) to provide public housing within the City. El Monte will continue to work with the HACOLA, local, and regional nonprofits to develop affordable housing projects in El Monte. The Baldwin Park Housing Authority administers the housing voucher rental choice program for El Monte.

Totals in Use

Program Type									
				Vouchers					
							Special Purpose Voucher		
	Certificate	Mod-Rehab	Public Housing	Total	Project -based	Tenant -based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	253	2,883	21,087	47	20,550	268	163	59

Table 22 - Public Housing by Program Type
***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Data Source:	PIC (PIH Information Center)

Characteristics of Residents

Program Type								
				Vouchers				
							Special Purpose Voucher	
	Certificate	Mod-Rehab	Public Housing	Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program

Average Annual Income	0	14,341	13,522	14,839	15,746	14,816	14,829	17,842
Average length of stay	0	6	8	8	0	8	0	6
Average Household size	0	3	2	2	2	2	1	4
# Homeless at admission	0	0	0	184	0	42	142	0
# of Elderly Program Participants (>62)	0	48	1,138	6,753	15	6,670	38	2
# of Disabled Families	0	40	534	4,416	17	4,269	83	16
# of Families requesting accessibility features	0	253	2,883	21,087	47	20,550	268	163
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0

# of DV victims	0	0	0	0	0	0	0	0

Table 24 – Characteristics of Public Housing Residents by Program Type

Data Source:	PIC (PIH Information Center)

Race of Residents

Program Type									
				Vouchers					
							Special Purpose Voucher		
Race	**Certificate**	**Mod-Rehab**	**Public Housing**	**Total**	**Project-based**	**Tenant-based**	**Veterans Affairs Supportive Housing**	**Family Unification Program**	**Disabled ***
White	0	148	1,710	10,344	33	10,071	80	120	40
Black/ African American	0	60	1,035	8,432	12	8,188	179	38	15
Asian	0	8	120	2,181	1	2,173	3	1	3
American Indian/ Alaska Native	0	0	11	76	1	67	6	2	0
Pacific Islander	0	37	7	54	0	51	0	2	1
Other	0	0	0	0	0	0	0	0	0

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Table 25 – Race of Public Housing Residents by Program Type

Data Source:	PIC (PIH Information Center)

Ethnicity of Residents

Program Type									
				Vouchers					
							Special Purpose Voucher		
Ethnicity	Certificate	Mod-Rehab	Public Housing	Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	124	1,121	7,293	11	7,122	40	105	15
Not Hispanic	0	129	1,762	13,794	36	13,428	228	58	44

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Table 26 – Ethnicity of Public Housing Residents by Program Type

Data Source:	PIC (PIH Information Center)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

There are at least 3 levels of accessibility identified in the 2011 American Housing Survey (AHS):
Level 1: Potentially Modifiable- The home has some essential structure features for accessibility, but would not be accessible without further modifications. This includes stepless entry from the exterior, bathroom and bedroom on the entry level or presence of the elevator in the unit.
Level 2: Livable for individuals with moderate mobility difficulties- A person with moderate mobility difficulties can live in the home. This includes all the elements in level 1 plus no steps between rooms or rails/grab bars along all steps and an accessible bathroom with grab bars.
Level 3: Wheelchair accessible- The home has a minimum level of accessibility so that a a wheelchair user can live in the home and prepare his or her own meals. This includes all the elements in levels 1 and 2, but removes the possibility of any steps between rooms, even if grab bars are present, and adds door handles and sink handles/levers
Table 22 above demonstrates that within LA County, 59 Special Purpose vouchers are administered to the disabled population. Table 24 also indicates that 47 project-based families and 20,550 tenant-based voucher families are requesting accessibility features.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

The most immediate needs of residents of public housing and housing choice voucher holders are additional services to allow for self-efficiency among those residents. Services may include workforce development, training, educational support, and access to health services. Other needs include more affordable housing and housing choice vouchers to be offered.

How do these needs compare to the housing needs of the population at large?

As already discussed in Need Assessment 10, many residents of El Monte are facing a cost burden. Cost burden leads to less money to allocate on other necessities, including medicine, food, and clothing. Table 9 and 10 above shows that within low-income (0-80 percent AMI) households (22,965 households), 39.3 percent (9,029 households) report experiencing a severe housing cost burden and 68.9 percent (15,828 households) experience a housing cost burden (. Additionally, renter households at 0-30 percent AMI comprise 5,280 of El Monte's households who experience a severe housing cost burden.

Discussion

See above

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

Homelessness remains a significant crisis in California, with Los Angeles County experiencing the most significant number of homeless people in the State. El Monte is part of the countywide Los Angeles Continuum of Care (LACoC), which is coordinated by the Los Angeles Homeless Services Agency (LAHSA), a joint powers authority. LAHSA works with Cities to provide services throughout the County. According to LAHSA, the number of individuals experiencing homelessness in Los Angeles County increased by 44 percent from 33,243 in 2010 to 58,936 in 2019. Eviction, foreclosure, unemployment, rent increases, and substance abuse issues are some reasons for the rise in homelessness in the County. Governor Newsom's proposed 2020-21 Governor's Budget would offer more than $1 billion to fight homelessness, including $750 million allocated towards housing and services, and a significant new investment to reform Medi-Cal so that health providers transform health care to deliver integrated physical and behavioral health.

Los Angeles County is divided into eight Service Planning Agencies (SPAs). El Monte is located within SPA 3, which includes the City of Pasadena, Arcadia, Alhambra, Diamond Bar, Pomona, Azusa, Altadena, Baldwin Park, and others. According to the 2019 Greater Los Angeles Homeless Count for Service Planning Area (SPA) 3, there are a total of 4,489 homeless people. 1,197 (27 percent) are estimated to be sheltered, and 3,292(73 percent) are expected to be unsheltered. The number of homeless people in SPA 3 has increased by 25 percent since 2018. It is estimated that approximately 616 (14 percent) are part of a family, with a significant increase in percent change from 2018, by 33.6 percent. 2019 LAHSA Homeless Count data also reports 428 people being homeless in the City El Monte.

In June 2018, the City of El Monte also adopted a "Plan to Prevent and Combat Homelessness." Part of the plan assesses City-level data from the regional Coordinated Entry System (CES) about El Monte's homeless population between July 2016 and November 2017. The data indicates that 55 percent of the City's homeless reported being homeless 1-2 years and 24 percent for two or more years. Additionally, 39 percent reported chronic health issues related to the liver, kidneys, stomach, lungs, or heart, and 23 percent reported a mental health issue.

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

Estimating the precise number of homeless persons in a community is a difficult, if not impossible, challenge since homeless people are a transient group. Additionally, measuring the number of homeless individuals is a difficult task in part because, in most cases, homelessness is a temporary, not permanent, condition. Therefore, a more appropriate measure of the magnitude of homelessness is the number of people who experience homelessness over time, not the exact number of homeless people at any given time. The City of El Monte does not have

data on the "number of persons becoming and exiting homelessness each year" and "number of days that persons experience homelessness."

Definitions:

- Sheltered: LAHSA (2019) defines sheltered homeless people as those who sleep in an emergency shelter, transitional housing, or safe haven program.
- Unsheltered: LAHSA (2019) defines unsheltered homeless people as those who sleep on the street or in a dwelling not meant for human habitation (car, van, camper/RV, tent, or makeshift shelter).
- Chronically homeless individuals and families: HUD has defined chronic homelessness as an individual or family with a disabling condition who has been continuously homeless for a year or more and has had at least four episodes of homelessness in the past three years.
- Homeless families with children: Families with children or unaccompanied youth who are unstably housed and likely to continue in that state. This applies to families with children or unaccompanied youth who have not had a lease or ownership interest in a housing unit in the last 60 or more days, have had two or more moves in the last 60 days, and who are likely to continue to be unstably housed because of disability or multiple barriers to employment.
- Homeless veterans and their families: A person who “served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable.” Also, are considered homeless if they meet the definition of “homeless individual” codified as part of the McKinney-Vento Homeless Assistance Act Homeless and unaccompanied youth: under 25 years of age that have not had a lease and have moved 2 or more times in the last 60 days. Unaccompanied youth who are unstably housed and who are likely to continue to be unstably housed because of disability or multiple barriers to employment.

Nature and Extent of Homelessness: (Optional)

Race:	**Sheltered:**	**Unsheltered (optional)**
American Indian or Alaska	1	10
Asian	2	2
Black or African American	40	52
Native Hawaiian/ Other Pacific Islander	0	1
White	18	100
Multiple Races or Other	2	4
Ethnicity:	**Sheltered:**	**Unsheltered (optional)**
Hispanic or Latino	51	145
Non-Hispanic or Non-Latino	63	169

Data acquired from HC2019 SPA 3 City/Community Homelessness Report Estimates, pg. 28 in combination with data for percent sheltered vs not from the LAHSA 2019 Greater Los Angeles Homeless County- Data Summary for Service Planning Area 3 San Gabriel Valley Report.

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

LAHSA's 2019 Greater Los Angeles Homeless County- Data Summary for Service Planning Area 3- San Gabriel Valley Report shows that families comprise 14 percent of the entire homeless population, with a total of 616 people. Additionally, 95 percent (586 family members) are sheltered while 5 percent (30 family members) remain unsheltered, indicating a 33.6 percent increase (percent change) from the 2018 homeless count. Of the 616 family members, 58 percent (359 family members) identify as children, under the age of 18. Of the homeless family population, 7.9 percent (49 people) identify as chronically homeless. Data shows no veteran identifying as part of a family unit that is homeless in SPA 3.

Veterans comprise 6 percent (258 people) of the total homeless population within SPA 3, an increase of 11 percent when compared to data from the 2018 count. Only 5 percent (13 people) of veterans in SPA 3 are sheltered, leaving the majority unsheltered and in need of temporary housing and services to find housing. Forty-five percent (117 people) of veterans are identified as chronically homeless, with only 2.5 percent (3 people) having shelter.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

Data acquired from HC 2019 SPA 3 City/Community Homelessness Report and LAHSA 2019 Greater Los Angeles Homeless County- Data Summary for Service Planning Area 3 San Gabriel Valley Report indicate that Hispanic/Latino ethnicities comprise 46 percent of the homeless population, leaving 56 percent of the area to be considered Non-Hispanic/ Latino. When looking at race, Whites have the highest rates of homeless at 27.6 percent, followed by Black/ African American at 21.5 percent. The Asian and Black/African American population are the race with the most significant percent sheltered at 50 percent and 43 percent, respectively. Approximately 27 percent of the Hispanic/Latino population in El Monte are sheltered, leaving the remaining 73 percent without shelter.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

Using estimates from the table above, 26.6 percent (114 people) of El Monte's homeless population are sheltered, leaving 73.4 percent (314 people) unsheltered. When looking at ethnicity, an estimated 26 percent of the Hispanic/Latino population are sheltered, leaving 84 percent without shelter. Additionally, 27 percent (63 people) of El Monte's Non-Hispanic or Non-Latino populations are sheltered, leaving an estimated 73 percent (169 people) without shelter. American Indian or Alaska and White races are the populations with the least amount of people sheltered at 10 and 18 percent, respectively.

Discussion:

See above.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

Special needs groups refer to population subgroups that may need more housing assistance when compared to the general population. Housing assistance, including financial support, social services, and physical accommodations, may be necessary for these special needs groups. The City of El Monte's 2014-2021 Housing Element recognizes the following subgroups as special needs households:

- Senior households
- Female headed households
- Large families
- Persons with Disabilities
- Veterans
- Farmworkers

It should be noted that the Housing Element also recognizes homeless people as a special needs group but understands that this section focuses on non-homeless special needs groups only.

Describe the characteristics of special needs populations in your community:

Senior Households

2013- 2017 ACS Estimates report that 12.6 percent of El Monte's population is 65 years old or more in age, with 45.5 percent identified as male and 54.5 percent as female. Senior populations are also the second largest group of people living alone when compared to other one-person households, with a total of 1,894 households. Approximately half of the seniors living on their own are homeowners, while the other half are renters.

Female Headed Households

2013- 2017 ACS Estimates report that approximately 20 percent of El Monte's households are female householders with no husband present. The majority of El Monte's female households with no husband present are between the ages of 35- 64 years old (9.2 percent) and are also renters (12.7 percent).

Large Families

The Department of Housing and Community Development defines large households as households having five or more members. 2013- 2017 ACS Estimates report that 45 percent of El Monte's households have four or more people in them. HUD's 2011- 2015 Comprehensive Housing Affordability Strategy (CHAS) data indicates there are in total 5,650 large family households with an AMI between 0 - 80 percent (Table 6, Need Assessment 10). These large family households make up 18.3 percent of El Monte's households.

Persons with Disabilities

The City's Housing Element defines a disability as having a mental, physical, mobility, or developmental disability. 2014- 2018 ACS Estimates report that 6.1 percent of El Monte's population under the age of 65 identify with having some form of disability. Additionally, 2013-2017 ACS data estimates report that 10.2 percent of El Monte's senior residents (age 65 or over) identify with having some form of disability.

Veterans

2013- 2017 ACS Estimates report 1,665 veterans are residing in the City of El Monte. 50.6 percent of El Monte's veterans are over the age of 65, and 22.5 percent are between the ages of 35 and 64 years old. When looking at race, 62 percent or 1,034 veterans identify as "White alone" and 10 percent as "Asian alone." When looking at ethnicity, 50.5 percent or 841 veterans identified as Hispanic or Latino. When looking at education status, 34.9 percent of veterans identify as having "some college or associate degree," 31 percent identify with having a "high school graduate degree," and lastly, 19 percent have a "Bachelor's degree or higher."

Farmworkers

The State of California also recognizes the special housing needs of farmworkers, in particular, migrant farm laborers earning very low incomes. 2013- 2017 ACS Estimates for the workforce in the agriculture, forestry, fishing and hunting, and mining industry estimate 345 civilians employed, the majority (68 percent) of whom are male.

What are the housing and supportive service needs of these populations and how are these needs determined?

Senior Households

Senior households have special housing needs as a result of fixed/limited income, health care costs, and disabilities. Because of these needs, seniors often have greater difficulty finding suitable and affordable housing. Seniors may need to live near public transit and health care centers. Additionally, some may need to live in assisted living housing, have supportive services on-site or housing with handicap accessible features. With the aging of the baby boom generation, the number of seniors and elderly residents is anticipated to increase.

Female Headed Households and Large Families

Both populations need affordable housing opportunities to support them as they potentially face overcrowding and overpayment on housing. The majority of both subpopulations are renters because they can not afford to own quality homes. Families may also need access to affordable daycare. Additionally, large families may face discrimination from landlords who do not want large families living in their units, due to fear of property damage and noise complaints.

Persons with Disabilities

Disabled persons may earn very low incomes or a fixed income, have higher health costs, and are often dependent on supportive services. As a result, affordable and supportive housing options, including group housing and shared housing, are important means for meeting the needs of persons with disabilities. These housing choices include supportive services onsite to meet the social needs of persons with disabilities as well as physical accessibility features to meet the needs of those with mobility limitations.

Veterans

Approximately 50 percent of El Monte's veterans are ages 65 or over; therefore, many veterans have similar needs as seniors, including affordable housing, onsite services, proximity to transit and health centers, as well as community care and skilled nursing facilities. Many veterans also experience high levels of post-traumatic stress disorders, injuries from service, and other conditions that can make it challenging for them to find a job post service. Veterans need access to mental health providers, affordable health care facilities, and educational advancement and workforce development services.

Farmworkers

The transitory nature of the labor force, the need for affordable housing, the unique educational needs, and the impact on the stability of children's lives make this group particularly vulnerable. Farmworker housing needs can best be accommodated through permanent affordable rental housing in the community.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

The Los Angeles County Comprehensive HIV Plan (2017-2021) reports that between the years 2001 and 2013 in SPA 3, there were a total of 484 people diagnosed with HIV (PLWH), and in 2014 there were a total 3,153 PLWH. Individuals living with HIV/AIDS and their families have needs similar to the special needs' groups discussed before, including access to medical care, counseling, transportation, and food. Such needs would be required as the life expectancy of individuals living with HIV/AIDS has increased. Additionally, providing stable housing can promote the health and wellness of individuals and can decrease risk factors that can lead to the transmission of HIV and AIDS.

Discussion:

See above.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

The community survey for the 2020-2025 Consolidated plan ranked the choices with the following scale: H = High Need; M = Medium Need; L = Low Need; N/C = No Concern

The needs are determined through the identified high priority needs which will determine the strategic plan and subsequent annual action plans to fulfil these needs.

Describe the jurisdiction's need for Public Facilities:

Public facilities offer social and recreational services that are useful to the entire population, including parks, youth centers, and fire houses, which provide emergency fire and other safety services. These facilities also offer additional support for special needs groups in El Monte such as childcare facilities, social services for the homeless, and healthcare facilities as well. In the City of El Monte the following facilities are considered:

- Park and Recreation Facilities
- Health Care Facilities
- Youth Centers
- Libraries
- Fire Stations and Equipment
- Community Centers
- Child Care Centers
- Senior Center

The following public facilities in El Monte have the highest priority in terms of community needs:

1. 64% of respondents considered Park & Recreation Facilities as a High Need
2. 60% of respondents considered Youth Centers as a High Need.

How were these needs determined?

These needs were determined by administering the City of El Monte Community Needs Survey.

They were ranked as follows from most needed in the survey results:

1. Park & Recreation Facilities

2. Youth Centers

3. Health Care Facilities

4. Libraries

5. Community Centers

6. Child Care Centers

7. Fire Stations & Equipment

8. Senior Centers

Describe the jurisdiction's need for Public Improvements:

Public improvements ensure that infrastructure such as pavements and street lighting, benefit neighborhood residents by upgrading public works. In the City of El Monte the following facilities are considered:

- Street/ Alley Improvements
- Drainage Improvements
- Sidewalk Improvements
- Street Lighting
- Water/Sewer Treatment

The following public improvements in El Monte have the highest priority in terms of community needs:

1. 48% of respondents considered Street/Alley Improvements as a High Need.
2. 40% of respondents considered water/sewer treatment as a High Need.

How were these needs determined?

These needs were determined by administering the City of El Monte Community Needs Survey. They were ranked as follows from most needed in the survey results:

1. Street/Alley Improvements
2. Water/Sewer Treatment
3. Street Lighting
4. Sidewalk Improvements
5. Drainage Improvements

Describe the jurisdiction's need for Public Services:

Both community service and neighborhood service questions were included in the Community Needs Survey and used to assess public service needs. Public services include those aimed to help special needs groups such as homeless people and persons facing HIV/AIDS. They also include community services such as legal services and transportation services. which are focused on improving quality of life for residents. In the City of El Monte, the following services are considered:

<u>Community Services</u>

- Anti-Crime Programs
- Youth Activities
- Health Services
- Transportation Services
- Mental Health Services
- Senior Services
- Child Care services
- Legal Services

The following community service programs in El Monte have the highest priority in terms of community needs:

Community Service Needs

1. 72% of respondents considered Youth Activities as a High Need
2. 66.67% of respondents considered Health Services as a High Need

Neighborhood Services

- Graffiti Removal
- Trash and Debris Removal
- Cleanup of abandoned lots and buildings
- Parking Facilities
- Tree Planting

The following neighborhood programs in El Monte have the highest priority in terms of community needs:

Neighborhood Service Needs

1. 60% of respondents considered the Cleanup of Abandoned Lots and Buildings as a High Need
2. 52% of respondents considered Graffiti Removal as a High Need

How were these needs determined?

These needs were determined by administering the City of El Monte Community Needs Survey. They were ranked as follows from most needed in the survey results:

Community Service Needs

1. Youth Activities

2. Health Services

3. Child Care Services

4. Anti-Crime Programs

5. Mental health Services

6. Legal Services

7. Transportation Services

8. Senior Activates

Neighborhood Service Needs

1. Cleanup of Abandoned Lots and Buildings

2. Graffiti Removal

3. Trash & Debris Removal

4. Tree Planting

5. Parking Facilities

Describe the jurisdiction's need for Special Needs Services:

Special Needs Services help the City's most vulnerable populations through social safety nets and government support, including homeless shelters and counseling services. In the City of El Monte the following services are considered

Special Needs Services

- Neglect/Abused Children Center/Services
- Homeless Shelters and/or services
- Substance-Abuse Services and Counseling
- Domestic Violence Services and Counseling
- Centers/Services for Disabled Persons
- Accessibility Improvements (ADA)
- HIV/AIDS Centers & Services

The following public services in El Monte have the highest priority in terms of special needs:

Special Needs Services

1. 68% of respondents considered Homeless Shelters and/or services as a High Need
2. 60% of respondents considered Neglected/Abused Children Center/Services as a High Need

How were these needs determined?

These needs were determined by administering the City of El Monte Community Needs Survey. They were ranked as follows from most needed in the survey results:

1. Homeless Shelters and/or Services

2. Neglected/Abused Children Center/Services

3. Domestic Violence Services and Counseling

4. Substance-Abuse Services and Counseling

5. Centers/Services for Disabled Persons

6. Accessibility Improvements (ADA

7. HIV/Aids Centers & Services

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The sections below evaluate housing supply, cost, homeless, and community facilities in El Monte as well as the age and condition of the housing stock in the City. The Market Analysis gives insights into the housing needs in El Monte as well as how regional and state agencies' programs actualize local goals to improve housing in the jurisdiction. This section is broken down as follows:

MA 10 - Number of Housing Units:

- El Monte consists of mostly single-family homes, with 58 percent of residential properties being 1- unit detached structures.
- Majority of renter and owner households in El Monte live in two-bedroom units, at 61.3 percent and 67.1 percent, respectively.
- Two affordable housing developments, one senior and one developmentally disabled are set to expire between fiscal year 2020 and 2030.
- Between the years 2020 and 2035, it is estimated the population growth in El Monte will increase by 20 percent.
- SCAG's 5th RHNA Allocation shows a need for 1,196 low-income housing units and 946 above moderate-income housing units between 2014 and 2021.

MA 15- Housing Costs:

- Median home value has increased by 7.76 percent and median income has increased by 10 percent between the years 2010 and 2018.
- Median contract rent has increased by 16 percent between the years 2010 and 2018.
- In El Monte, a total of 6,689 renter households and 2,340 owner households with an AMI between 0-80 percent experience a severe housing cost burden.
- El Monte's residents are facing a continued rise in rent and purchase cost for housing.
- The City must continue to put forward efforts to build and preserve affordable housing and support first time homebuyers with purchasing a home.

MA 20 - Condition of Housing:

- The majority (over 80 percent) of El Monte's housing stock is dated, built more than 30 years ago, resulting in both owner and renter units needing home repairs at some point in the recent years.
- 2011- 2015 ACS data indicates that homeowners have safer housing conditions when compared to renters by at least 31 percentage points, indicating that landlords may not

be maintaining their units, or renters are not pursuing action from their landlords to eliminate uninhabitable conditions in their units.

- 2011- 2015 ACS data indicates that 58 percent of renters and 40 percent of owners indicate having "one selected condition" in their housing.
- 2013-2017 ACS Data, 21,294 or 72 percent of units were built before 1980 and are at risk of lead-based paint hazard.

MA 25- Public and Assisted Housing:

- The City of El Monte does not own any public housing developments in its district, rather the Housing Authority of Los Angeles County and Baldwin Park Housing Authority work to provide public housing in the City.
- The Baldwin Park Housing Authority administers the housing voucher rental choice program for El Monte.

MA 30- Homeless Facilities and Services:

- LAHSA Homeless Count data reports a decrease in homelessness in El Monte, from 517 people in the year 2018 to 428 people in 2019.
- Health and mental health services are provided to homeless people in El Monte by using the City's police department, as well as its TOUCH program and HOST program.
- Family Promise of San Gabriel Valley and Operation Healthy Hearts provide employment services to people who are at risk or are currently experiencing homelessness in El Monte.

MA 35- Special Needs Facilities and Services:

- El Monte recognizes the following subgroups as special needs households: Senior households, female-headed households, large families, persons with disabilities, farmworkers, and veterans.
- Affordable housing, supportive housing, policy to combat housing discrimination, onsite social services as well as close proximity to health services, public services and social services are supportive housing needs special needs populations in El Monte need.

MA 40- Barriers to Affordable Housing:

- Cost of parking, development fees and taxes, the City's development and permit approval process, financing, and assembly bill 1482 are considered potential barriers to affordable housing being built in El Monte.

MA 45- Non-Housing Community Development Assets:

- The largest employment sector in El Monte is the production, transportation, and material moving industry, holding 26.2 percent or 13,527 of people employed.
- The following are considered major employers within the City: El Monte City Elementary, El Monte Union High School District, Mountain View Elementary, Long Toyota- Lexus, McGill Corporation, San Gabriel Transit, City of El Monte, Driftwood Dairy and El Monte Adult School.

- Five year, 2018 ACS estimates, approximately 10.9 percent of El Monte's population have a bachelor's degree or higher, 27.3 percent have a high school or equivalent education, and about two percent have a graduate or professional degree.

MA 50 - Needs and Market Analysis Discussion:

- In the City of El Monte, households experiencing one or more housing burdens are located predominantly in the southeast area of the City, with higher rates further east.

- Census Tract Codes 433304, 433302, 433901, 433402, 432801, and 432802 are concentrations with more than 70 percent of households indicating having any of the four housing problems.

- 2014-2018 ACS data indicates that El Monte's largest ethnic group is Hispanic or Latino at 65.8 percent of the population.

MA 60 - Broadband Needs of Housing occupied by Low- and Moderate-Income Households:

- ACS data from 2014- 2018 for El Monte show that 74.9 percent of households have some form of internet subscription.

- According to 2014- 2018 ACS data, only 45 percent of households with an income less than $20,000 have access to broadband services while 76.1 percent of households making an income between $20,000 - $74,999, have an internet subscription.

- Black or African/ American households have the lowest subscription rate at 58.7 percent when compared to other race/ethnic groups.

- Households with lower levels of educational attainment have a lower percentage of the subscription rate.

MA 65- Hazard Mitigation:

- Earthquakes, water, wastewater, and heat serve as examples of natural hazard risks associated with climate change.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

This section analyzes the City's residential properties by the number of units and bedrooms, as well as El Monte's affordable housing stock, assessing what affordable housing may be lost due to covenant expiring between fiscal years 2020 - 2030.

Table 31 below indicates that the majority of properties in El Monte are 1- unit detached structures (58 percent), the second-largest property type is ten or more units (14.2 percent). Table 31 makes it apparent that El Monte consists of mostly single-family homes.

When considering unit size by tenure (Table 32), the majority of renters and owners have two-bedroom units at 61.3 percent and 67.1 percent, respectively. A vast distinction is noticed when looking at three or more bedrooms, 28.2 percent of owner households have three or more bedrooms, compared to only 5.9 percent of renter households. The second-largest unit size by tenure for renters is one-bedroom units at 29.4 percent, a stark distinction when compared to owner households, with only 3.9 percent of their units having only one bedroom. This may impose a challenge for large families, who may be renting, leading to overcrowding in their homes.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	17,136	58%
1-unit, attached structure	3,323	11.2%
2 units	669	2.3%
3 or 4 units	1,380	4.7%
5 to 9 units	1,282	4.3%
10 or more units	4,194	14.2%
Mobile Home or other type of housing	1,566	5.3%
Total	**29,550**	**100%**

Table 31 – Residential Properties by Unit Number

Data Source:	2013-2017 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	**%**	**Number**	**%**
No bedroom	90	.8%	622	3.5%
1 bedroom	468	3.9%	5,165	29.4%

2 bedrooms	8,019	67.1%	10,779	61.3%
3 or more bedrooms	3,376	28.2%	1,031	5.9%
Total	**11,953**	**100%**	**17,597**	**100%**

Table 32 – Unit Size by Tenure

Data Source:	2013-2017 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

El Monte Subsidized Multiple-Family Housing

Development Name	**Type of Unit**	**Total Units**	**Year Subsidy Terminates**
TELACU El Encanto 3843 Maxson Road	Senior	71	2040
TELACU Amador Manor 3436 N. Tyler Avenue	Senior	70	2036
Palm Garden Apts 10310 Valley Boulevard	Senior	89	2050
Blessed Rock of El Monte 4111 Tyler Avenue	Senior	137	2052
Singing Wood Apartments 10110 Valley Boulevard	Senior	110	2059
Rio Hondo CDC 3850 Penn Mar	Family	18	2058
Pacific Towers 10450 Valley Boulevard	Senior	100	2061
Senior Mixed Use 10024 Valley Boulevard	Senior	130	2057
Casa de Esperanza 12000 Denholm Drive	Dev. Disabled	8	2026
Cherrylee Gardens 11620 Cherrylee Drive	Senior	75	2024
Flamingo Gardens	Senior	58	Expired 2019

3711 Cogswell Road			
Villa Raintree 11905 Ferris Road	Senior	70	Expired 2013

Data Source: Table Extracted from City of El Monte 2014- 2021 Housing Element, Background and Technical Report. Sources from: City of El Monte, 2013. HOME: Federal Home Funds LIHTC: California Low Income Housing Tax Credits RDA: El Monte Redevelopment Agency Housing Set-aside Funds Section 202/811 Federal loans for senior/disabled housing Sec 8-NC: Section 8 New Construction City of Industry City of Industry Tax Increment Funds CalHFA California Housing Finance Authority

The table above shows a summary of all El Monte Subsidized Multiple - Family Housing developments subsidized by federal, state, and local programs. In total there are 808 affordable housing units. The majority of El Monte's affordable housing stock is dedicated to seniors (over 800 units). Additionally, one development has 18 affordable units committed to families as well as one development with eight units for the developmentally disabled.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

Cherrylee Gardens, a Section 8 -NC project-based development, is a project at risk of being converted to market rate in the next ten years. The project's covenant is set to expire in 2024 and is recognized as housing 75 senior households. Cherrylee Gardens is managed by Thomas Safran & Associates, an organization that has developed over 6,000 units of luxury, affordable and mixed-use rental housing in Southern California. Additionally, Casa de Esperanza, a developmentally disabled property is set to expire in 2026; it houses eight people with developmental disabilities.

Does the availability of housing units meet the needs of the population?

The Southern California Association of Governments (SCAG) projects the population in El Monte to increase between the years 2020 and 2035 from 115,958 to 140,100 due to population growth and an increase in employment opportunities. Employment growth will result from economic revitalization efforts underway in the Northwest Industrial District, Flair Business Park, Auto District, and Downtown. SCAG's current (2014-2021) Regional Housing Needs Allocation (RHNA), determined that the City does not have sufficient housing for households at all income levels. Below is the total number of housing needed for the five-year planning period, based on income levels. SCAG is in the process of updating its RHNA Plan for the 2021- 2028 year, but the information will not be released until October 2020.

Income Level	**Total Number Units (2014-2021 Cycle)**
Very Low	529
Low	315

Moderate	352
Above Moderate	946
Total Allocated	**2,142**

Data from 2014- 2021 SCAG RHNA Allocation, Cycle 5

Describe the need for specific types of housing:

The City of El Monte needs to provide housing for all income levels, to meet SCAG's estimated growth for the City of 20.8 percent by 2035. The City recognizes the need to develop multiple forms of housing to meet the needs of different populations, including people with special needs, seniors, large families, homeless persons, people living with HIV/AIDS, and those facing domestic violence/abuse. SCAG's RHNA Allocation for Cycle 5 shows a need for the City to build 1,196 low-income (0 - 80% AMI) housing units between the years 2014 and 2021 as well as 946 above moderate-income housing units. Additionally, when looking at table 31 above, 58 percent of property types in El Monte are considered 1 - unit detached structures, with 10 units or more being the second highest number at 14.2 percent.

The City of El Monte's 2014- 2021 Housing Element outlines goals as well as policies for each goal to assure housing is created and maintained for all people living in its City. Some of the policies relevant to the populations addressed above include the following:

- H-2.1 Housing Sites. Provide adequate sites through land use, zoning, and specific plan designations to allow single-family homes, apartments, mobile homes, and special needs housing.
- H-2.4 Regulatory/Financial Incentives. Provide for regulatory and financial incentives, where feasible, to encourage the production of well-designed housing, special needs housing, and housing affordable to households of different income levels.
- H-2.8 Downtown Core. Direct the production of new quality housing, including mixed/multiuse and mixed-income housing along with appropriate amenities, as appropriate, into the Downtown Core.
- H-3.1 Rental Assistance. Continue to support the provision of rental assistance to lower income individuals and families in El Monte; provide emergency rental assistance where feasible.
- H-3.2 Homeownership Opportunities. Improve homeownership opportunities for El Monte residents and workforce by offering financial assistance, low-interest loans, and educational resources.
- H-3.3 Affordable Housing Preservation. Preserve multiple-family housing through the provision of loan and grant assistance that encourages the rehabilitation and improvement of properties.
- H-3.4 Regulatory and Financial Incentives. Offer financial incentives and regulatory concessions to facilitate production of affordable single-family, condominium, and apartment units.

- H-3.5 Inclusionary Housing. Encourage the integration of deed restricted affordable housing for low- and moderate-income households into new residential projects with regulatory and financial incentives.
- H-3.6 Partnerships. Support collaborative partnerships of nonprofit organizations, affordable housing developers, major employers, and others to provide affordable workforce housing, senior housing, and other housing types suited to lifestyle needs.
- H-3.8 Development Standards. Provide zoning, development standards and appropriate regulatory incentives to facilitate quality live-work, mixed use, and other housing suited to different lifestyle needs.
- H-3.9 Mobile Home Park Rent Stabilization. Ensure that mobile homeowners and residents are protected from unreasonable space rental increases while recognizing the need of mobile home park owners to receive a just and reasonable return on their investment.
- H-4.1 Senior and Disabled Housing. Support development of accessible and affordable housing for seniors and disabled people; provide assistance for seniors and people with a disability to maintain and improve their homes to facilitate independent living.
- H-4.2 Family Housing. Facilitate and encourage the development of larger market rate rental and ownership units for families with children, including lower and moderate-income families, and the provision of supportive services such as childcare.

Discussion

See above.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

This section will assess the cost of housing, analyzing both rent and homeownership costs residents of El Monte must pay. Data on housing cost will be compared with rent values from HUD's Comprehensive Housing Affordability Strategy (CHAS), Fair Market Rent and HOME Rent values, detecting what El Monte must do in order to make housing more affordable for its residents in the coming years.

Cost of Housing

	Base Year: 2010	Most Recent Year: 2018	% Change
Median Home Value	$396,600	$427,400	7.76 %
Median Contract Rent	$1,037	$1,204	16.10 %

Table 33 – Cost of Housing

Data Source:	2006- 2010 ACS (Base Year), 2014-2018 ACS (Most Recent Year)

Rent Paid	Number	Percent
Less than $500	659	3.9%
$500-999	3,987	23.6%
$1,000-1,499	8,459	50.1%
$1,500-1,999	3,079	18.2%
$2,000 - $2,499	620	3.7%
$2,500- $2,999	42	0.2%
$3,000 or more	43	0.3%
Total	16,889	***100.0%***

Table 34 - Rent Paid

Data Source:	2014-2018 ACS

Housing Affordability

% Units affordable to Households earning	Renter	Owner
30% HAMFI	1,085	No Data
50% HAMFI	4,015	810
80% HAMFI	15,240	1,600
100% HAMFI	No Data	3,315
Total	***20,340***	***5,725***

Table 35 – Housing Affordability

Data Source:	2011-2015 CHAS

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	1,158	1,384	1,791	2,401	2,641
High HOME Rent	1,158	1,253	1,506	1,730	1,911
Low HOME Rent	913	979	1,175	1,357	1,515

Table 36 – Monthly Rent

Data Source:	HUD FMR and HOME Rents

Is there sufficient housing for households at all income levels?

There is insufficient housing at all income levels. As already identified in the Needs Assessment portion of this document, many of El Monte's residents are facing a housing cost burden. A total of 6,689 renter households and 2,340 owner households with an AMI between 0-80 percent experience a severe housing cost burden. Of the households reporting having a housing problem (13,380 renter and 4,814 owners), 70.2 percent report that cost burden continues to be the problem they face. A severe housing cost burden continues to be the most significant housing problem residents in El Monte face at 40 percent (7,275 households). This shows a need for more affordable housing options for low-income and special needs households.

Additionally, SCAG's RHNA allocation supports this, stating El Monte must commit to building more housing for all income levels between the years 2014 and 2021. Furthermore, Table 33 above shows approximately an eight percent increase in median home value between the years

2010 and 2018 and a 16 percent increase in the cost of rent between 2010 and 2018, while the median household income has only increased ten percent to $47,121.

How is affordability of housing likely to change considering changes to home values and/or rents?

Median home value has increased by about eight percent or $ 30,800 between 2010 and 2018, while the median household income has only increased by ten percent to $47,121. Median contract rent has risen by 16 percent or $167. The rising cost of housing can lead to a decrease in first-time homebuyers, unable to save enough money to put towards a down payment and/or mortgage payments. The costs of homeownership and rent can be compared to a household's ability to pay for housing, using the 2019 HUD estimated Area Median Family Income (MFI) limit for Los Angeles County of $73,100. HUD's MFI indicates that El Monte's median and low-income residents are unable to afford housing since affordable housing cost is based on a maximum of 30 percent of gross household income being allocated to mortgage or rent costs. Table 34 above also shows that 50 percent of rent paid range between $1,000 - $1,499 per month, 23.6 percent of rent paid is between $500- $999, and 18.2 percent of rent paid is between $2,000 to $2,499. In order to spend 30 percent or less of one's annual income towards rent, when assessing AMI for El Monte, a household should not pay more than $1, 178 towards rent per month. Table 34 shows that rent has become unaffordable. Housing affordability is unlikely to change in the coming years if trends continue to show throughout California of the cost of housing skyrocketing.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

The Fair market rent is determined by the housing demand and supply in an area while the HOME Rent is what beneficiaries of the affordable housing programs pay. HOME rents are only comparable to market rents for studio/efficiency units in El Monte. One to four-bedroom fair market rent units are all higher when compared to HOME rents. For instance, HOME rents for a two-bedroom range between $1,175 - 1,506, while fair market rent is at least $205 more at $1,791. Understanding that market rent is higher than HOME rents, the City must continue to preserve all its affordable housing developments as well as focus on building more in the coming years. Strategies to preserve and increase housing for all income levels are outlined in the City’s Housing Element.

Discussion

See above.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

The section analyzes significant characteristics of El Monte's housing market, including the condition of units, age of units, risk of units having lead-based paint hazard, and vacant units.

Definitions

According to California housing law and regulations, a housing unit is considered substandard when its condition endangers "the life, limb, health, property, safety, or welfare of the public or the occupants." These conditions include inadequate or lack of sanitation facilities such as poor water supply, lavatory, and shower; Structural Hazards such as poor or deteriorating flooring, foundations, walls, and poor condition of wiring and plumbing. Households living in substandard conditions are considered to need housing assistance, even if they do not seek an alternative housing arrangement because of a threat to health and safety.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	4,895	40%	10,665	58%
With two selected Conditions	500	4%	3,000	16%
With three selected Conditions	8	0%	35	0%
With four selected Conditions	0	0%	10	0%
No selected Conditions	6,980	56%	4,660	25%
Total	***12,383***	***100%***	***18,370***	***99%***

Table 37 - Condition of Units

Data Source:	2011-2015 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2014 or later	17	.1%	67	.4%
2010 to 2013	8	.1%	117	.7%
2000 to 2009	887	7.4%	869	4.9%
1980 to 1999	2,565	21.5%	3,725	21.2%

1960 to 1979	2,527	21.1%	5,493	31.2%
1940 to 1959	4,906	41%	5,917	33.6%
1939 or earlier	1,043	8.7%	1,409	8.0%
Total	***11,953***	***99.9%***	***17,597***	***100%***

Table 38 – Year Unit Built

Data Source:	2013-2017 ACS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	**Owner-Occupied**		**Renter-Occupied**	
	Number	**%**	**Number**	**%**
Total Number of Units Built Before 1980	8,476	70.9%	12,819	72.84%
Housing Units built before 1980 with children present	1,390	11%	410	2%

Table 39 – Risk of Lead-Based Paint

Data Source:	2013-2017 ACS (Total Units) 2011-2015 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	**Not Suitable for Rehabilitation**	**Total**
Vacant Units	TBD	TBD	TBD
Abandoned Vacant Units	TBD	TBD	TBD
REO Properties	TBD	TBD	TBD
Abandoned REO Properties	TBD	TBD	TBD

Table 40 - Vacant Units

Need for Owner and Rental Rehabilitation

Housing built more than 30 years ago (built before 1990) requires maintenance to remain habitable. Homes built more than 70 years ago, unless regularly maintained, require substantial rehabilitation. Table 38 above estimates that approximately 80 percent of owner-occupied units and 83 percent of renter-occupied units are more than 30 years old, requiring some form of rehabilitation/ maintenance in prior years.

Additionally, table 37 above shows that 56 percent of owner-occupied units and 25 percent of renter-occupied units in El Monte have “no selected conditions,” indicating no health or safety issues on the property. Data from table 37 shows that homeowners have safer housing conditions

when compared to renters by at least 31 percentage points, indicating that landlords may not be maintaining their units, or renters are not pursuing action from their landlords to eliminate uninhabitable conditions in their units. Additionally, 58 percent of renters and 40 percent of owners indicate having “one selected condition” in their housing. This data suggests that both owners and renters may need financial support with maintaining their units, especially since the majority of housing in El Monte is more than 30 years old. Finally, 16 percent of renters and 4 percent of owners are estimated to have “two selected conditions”.

The City has not undertaken a comprehensive housing conditions survey. Still, the 2013-2017 ACS Survey data indicates that 76 housing units lack complete plumbing, and 327 units lack a complete kitchen, some of which are owners, others, which are renters. El Monte also understands that some need for an owner or rental rehabilitation may come from accessory dwelling units that may have been built without building permits, and do not meet current building, health, and safety codes. The City hopes that with recent state legislation passing on accessory dwelling units, residents will have an easier process to legalize their secondary units or build secondary units.

Estimated Number of Housing Units Occupied by Low- or Moderate-Income Families with LBP Hazards

The City of El Monte does have an older housing stock, making it clear that rehabilitation is necessary and may include lead-based paint (LBP) abatement. Since 1978, the federal government has banned the use of LBP, leaving older homes vulnerable to LBP as owners may need to paint over LBP or remove peeling paint. Homes built before 1978 are recognized as possibly containing lead-based paint (LBP). LBP can create several hazardous health conditions for children (specifically developmental delays). Health hazards occur when residents, more specifically, children inhale the paint chips.

According to 2013-2017 ACS Data, 21,294 or 72 percent of units were built before 1980 and are at risk of lead-based paint hazard. Of those units, 8,476 or 70.9 percent of owner-occupied units and 12,819 or 72.84 percent of renter-occupied units are at risk of lead-based paint hazard, illustrating again that both owners and renters are equally vulnerable to LBP hazard. All contractors performing renovation, repair, and painting projects that disturb LBP in homes, childcare facilities, and schools built before 1978 must be certified and follow specific work standards to prevent lead contamination.

Discussion

See above.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

The City of El Monte does not own any public housing. It works closely with the Housing Authority of Los Angeles County (HACOLA) and Baldwin Park Housing Authority (BPHA) to provide public housing within the City. El Monte will continue to work with the HACOLA, local, and regional nonprofits to develop affordable housing projects in El Monte. The Baldwin Park Housing Authority administers the housing voucher rental choice program for El Monte.

Totals Number of Units

Program Type									
				Vouchers					
							Special Purpose Voucher		
	Certificate	Mod-Rehab	Public Housing	Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	0	261	2,962	21,798	1	21,797	1,264	1,357	558
# of accessible units									

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Table 41 – Total Number of Units by Program Type

Data Source:	PIC (PIH Information Center)

Describe the supply of public housing developments:

The City of El Monte does not own any public housing developments in its district, rather the Housing Authority works to distribute housing vouchers to El Monte's residents.

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

The City of El Monte does not have any public housing developments in its jurisdiction.

Public Housing Condition

Public Housing Development	Average Inspection Score

Table 42 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

There are no public housing developments in El Monte.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

There are no public housing developments in El Monte.

Discussion:

See above.

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

El Monte is part of the Countywide Los Angeles Continuum of Care (LACoC), which is coordinated by the Los Angeles Homeless Services Agency (LAHSA), a joint powers authority. LAHSA works with Cities to provide services throughout the County. According to LAHSA, the number of individuals experiencing homelessness in Los Angeles County increased by 44 percent from 33,243 in 2010 to 58,936 in 2019. LAHSA Homeless Count data reports a decrease in homelessness in El Monte, from 517 people in the year 2018 to 428 people in 2019. While the number of homeless people has decreased in El Monte, more must be done to prevent households from becoming homeless and helping those who are still homeless.

This section will focus on evaluating the number of shelters, transitional and permanent supportive housing beds, as well as health, mental health, and employment services offered to El Monte's homeless population. Services offered specifically to homeless veterans, chronically homeless people, families, and unaccompanied youth will also be discussed in this section.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year-Round Beds (Current & New)	**Voucher / Seasonal / Overflow Beds**	**Current & New**	**Current & New**	**Under Development**
Households with Adult(s) and Child(ren)	6,209	1,146*	1,273	5,343	n/a
Households with Only Adults	4,719	1,146*	2,133	14,876	n/a
**Chronically Homeless Households	n/a	1,146*	n/a	6,655	n/a
***Veterans	175	1,146*	472	6,071	n/a
Unaccompanied Youth	344	1,146*	724	242	n/a

Table 43 - Facilities and Housing Targeted to Homeless Households

Data Accessed from HUD 2019 Continuum of Care Homeless Assistance Programs Housing Inventory Count Report, pg. 17. Data refers to the number of beds in LA City and County CoC.

*Number does not denote total amount for subcategory referencing, number represents total available for access in total for all subcategories. **Numbers for chronically homeless beds are a subset of total bed inventory under category. ***Numbers for veteran beds are a subset of total bed inventory under category

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

On June 5, 2018, El Monte's City Council adopted a "Plan to Prevent and Combat Homelessness." Goals and supporting actions of the plan include "Expanding access to workforce development and employment programs" and "Increase engagement activities and links to crisis response systems." Additionally, The Los Angeles Homeless Services Authority (LAHSA) established as an independent agency by the County and the City of Los Angeles. LAHSA is the lead agency in the Los Angeles Continuum of Care, and coordinates and manages over $300 million annually in Federal, State, County and City funds for programs providing shelter, housing, and services to homeless persons in Los Angeles City and County. Through LAHSA, funding, program design, and other services are provided to more than 100 non- profit partner agencies that work with the homeless population in the greater Los Angeles area. Specialized programs funded through LAHSA address a wide- range of issues related to homelessness, including mental illness, substance abuse, job training, health, and mainstream benefits enrollment. The Los Angeles Continuum of Care (CoC) includes all of Los Angeles County except the cities of Glendale, Long Beach, and Pasadena. Each year, LAHSA conducts an annual homeless count in January to assess how many people are homeless in the County. Data is used to understand better homeless trends and what should be done to address the homeless population.

Health Services and Mental Health Services:

El Monte's "Plan to Prevent and Combat Homelessness" reports that 324 homeless individuals were assessed between July 2016 and November 2017 under the City's coordinated entry system. Of these individuals, 23 percent reported a mental health issue, and 39 percent reported chronic health issues related to the liver, kidneys, stomach, lungs, or heart.

El Monte's Police Department conducts homelessness outreach and enforcement as needed. Additionally, its TOUCH Program provides a Mental Health Evaluation Team outreach worker one day per week, funded by the Los Angeles County Department of Mental Health. Furthermore, the Police Department has increased its outreach capacity by partnering with the Los Angeles Sheriff's Department Homeless Outreach Services Team (HOST). The Los Angeles County health and human services departments have offices in El Monte that serve all of Service Planning Area 3. These include the Department of Public Social Services, the Department of Mental Health, the Department of Public Health, and the Department of Health Services. Local non-profits such as Foothill Family, also provide mental health and social services for at-risk children and families. Faith-based community partners, including Our Savior Center, Catholic Charities, Valley Community Church, and Cavalry, provide a variety of services, including health clinics.

Furthermore, actions the City intends to take that are listed within its Homeless Plan include:

- Explore funding allocations to outreach activities, including to fund prevention services (e.g., through L.A. County's 211 health and human services program).
- Explore feasibility of additional services capacity at the shelter site including medical and mental health services.

Employment Services:

Local and regional non-profit organizations Family Promise of San Gabriel Valley and Operation Healthy Hearts provide employment services to people who are at risk or are currently experiencing homelessness in El Monte.

As already outlined, El Monte's "Plan to Prevent and Combat Homelessness" includes a goal to "expand access to workforce development and employment programs." Actions for that goal include:

- Employ CalWORKS-Subsidized Program participants in City assignments.
- Recruit a percentage of homeless or formerly homeless individuals for City assignments.
- Engage local business groups, business owners, and those doing business with the City to encourage participation in workforce development programs and job placement.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

Veterans Village provides permanent supportive housing for formerly homeless veterans, including rehabilitation and other services offered by New Directions. The development is located at 11240 Ramona Boulevard and is currently accepting applications for their 41 units supportive housing project. Additionally, El Monte has its chapter of the Veterans of Foreign Wars of the United States (VFW). The center is located at 11126 Ramona Blvd and considered a nonprofit veterans service organization composed of eligible veterans and military service members from the active, guard, and reserve forces. Volunteers of America, Los Angeles, also serves as an institution with programs for veterans and their families, including PTSD, homelessness, unemployment and substance use disorders. Health organizations included are the Veteran Health Administration, VA Clinics (located in Long Beach, Santa Fe Springs, East Los Angeles, Anaheim, and Los Angeles) and Meds by Mail. On this platform, the VA offers pharmacy services through the mail.

Additionally, El Monte has multiple partnerships focused on helping the homeless population, including families with children and people facing addiction and unaccompanied youth. The partnerships provide transitional housing, mental health services, food, clothing, and social services to help El Monte's homeless population. Examples include Volunteers of America, Family Promise of San Gabriel Valley, and Union Station. The table below comes from the City's Homeless Plan and identified all shelters and supportive housing available in El Monte.

Housing Project Type	**Total Beds/ Units**
Emergency Shelter	250

Transitional Housing	42
Rapid Re- Housing	6
Permanent Supportive Housing (El Monte Veterans Village, Mercy Housing)	44
Permanent Supportive Housing – Community Housing Options and Independent Supportive Sites (Alliance for Housing and Healing)	34

Table from El Monte's 2018 Plan to Prevent and Combat Homelessness

Additionally, El Monte's Homeless Plan outlines additional partnerships, which are listed below:

Provider/Organization	**Services Offered**
City of El Monte Housing Division - Housing Clinic	The City holds a one-stop housing clinic every Wednesday afternoon, helping residents with questions and services with regards to fair housing or landlord-tenant counseling.
Volunteers of America	Rapid rehousing, street outreach, homelessness prevention.
Operation Healthy Hearts	Provides meals and other services such as employment services and hygiene packages.
El Monte South El Monte Emergency Resources Association	Hosts a food pantry and distributes a limited number of emergency hotel/motel vouchers.
Foothill Family	Provides mental health and social services for at-risk children and families.
The El Monte City School District	Has a community hub for family wellness through the Jeff Seymour Family Center. Additionally, school districts work with families experiencing homelessness. These efforts are funded through the federal McKinney-Vento Homeless Assistance Act.
The Goodwill Worksource Center	Workforce development opportunities.
El Monte Rosemead Adult School	Workforce development opportunities.
Rio Hondo Community College	Workforce development opportunities.
Catholic Charities	Faith Based organization that provides a variety of services including emergency food and shelter, as well as health clinics.

Our Saviour Center	Faith Based organization that provides a variety of services including emergency food and shelter, as well as health clinics.
Valley Community Church	Faith Based organization that provides a variety of services including emergency food and shelter, as well as health clinics.
Cavalry	Faith Based organization that provides a variety of services including emergency food and shelter, as well as health clinics.
The San Gabriel Valley Churches Assisting Neighbors Network	Holds convenings and workshops regarding faith-based community activities that relate to homelessness.
Family Promise of San Gabriel Valley	Assists families who are homeless or at risk of homelessness with shelter and services such as housing location support and employment assistance.
El Monte Parks, Recreation, and Community Services Department	Provides assistance and information to homeless individuals as needed.

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

Special needs groups refer to population subgroups that may need more housing assistance when compared to the general population. Housing assistance, including financial support, social services, and physical accommodations, may be necessary for these special needs' groups. The City of El Monte's 2014-2021 Housing Element recognizes the following subgroups as special needs households: Senior households, female-headed households, large families, persons with disabilities, farmworkers, and veterans. NA 45 above, Special Needs Assessment describes the characteristics of the special needs population in El Monte and explains the housing and supportive service needs for these populations.

This section will further describe the supportive housing needs of these special needs' populations, persons facing addiction, and persons with HIV/AIDS. Additionally, it will discuss programs available to ensure persons returning from mental and physical health institutions receive appropriate supportive housing. Furthermore, this section will outline El Montes's plan/ activities for FY 2020- 2021 to address housing and supportive service needs for people who are not homeless but have other special needs, linking them to goals for the year.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

NA-45 Non-Homeless Special Needs Assessment discusses what supportive housing services are needed for El Monte's elderly, persons with physical disabilities, persons with developmental disabilities, families, persons with addictions, and those living with HIV/AIDS.

Senior Households

Senior households have special housing needs as a result of fixed/limited income, health care costs, and disabilities. Because of these needs, seniors often have greater difficulty finding suitable and affordable housing. Seniors may need to live close to public transit and health care centers. Additionally, some may need to live in assisted living housing, have supportive services on-site or housing with handicap accessible features. With the aging of the baby boom generation (between the years 1944 and 1964), the number of seniors and elderly residents is anticipated to increase.

Female Headed Households and Large Families

Both populations need affordable housing opportunities to support them as they potentially face overcrowding and overpayment on housing. The majority of both subpopulations are renters because they cannot afford to own a quality home. Families may also need access to affordable childcare. Additionally, large families may face discrimination from landlords who do not want large families living in their units, due to fear of property damage and noise complaints.

Persons with Disabilities

Disabled persons may earn very low incomes or a fixed income, have higher health costs, and are often dependent on supportive services, such as medical and social services. As a result, affordable and supportive housing options, including group housing and shared housing, are essential means for meeting the needs of persons with disabilities. These housing choices include supportive services onsite to meet the social needs of persons with disabilities as well as physical accessibility features to meet the needs of those with mobility limitations.

Veterans

Approximately 50 percent of El Monte's veterans are ages 65 and over; therefore, many veterans have similar needs as seniors, including affordable housing, onsite services, proximity to transit and health centers, as well as community care and skilled nursing facilities. Many veterans also experience high levels of post-traumatic stress disorders, injuries from service, and other conditions that can make it challenging for them to find a job post service. Veterans need access to mental health providers, affordable health care facilities, and educational advancement and workforce development services.

Farmworkers

The transitory nature of this labor force, the need for affordable housing, the unique educational needs, and the impact on the stability of children's lives make this group particularly vulnerable.

Farmworker housing needs can best be accommodated through permanent affordable rental housing in the community.

People with Substance Abuse Problems

Access to affordable healthcare and detoxification programs are vital for people facing substance abuse and want help. Homeless persons are recognized as having a higher probability of drug and alcohol addiction in addition to their need for supportive housing. Detoxification programs participation fees have been out of the financial reach of persons who fall between extremely low and moderate-income levels and are services needed to better house these people.

Persons with HIV/AIDS and their Families

Access to medical care, counseling, transportation, and food would be necessary due to the increase in the life expectancy of individuals living with HIV/AIDS. The provision of stable housing can promote the health and wellness of individuals, reducing risk factors that can lead to the transmission of HIV and AIDS.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

The Supportive Housing Program (SHP) and Shelter Plus Care (S+C) program are both federal programs administered by the US Department of Housing and Urban Development (HUD). Both programs provide funds to non-profit agencies or local jurisdictions for the use of services and rental assistance to families and individuals who are disabled or homeless. Eligible disabilities can include serious mental illness, chronic substance abuse, AIDS, or related diseases. S+C grantees must match the rental assistance with an equal value of supportive services; additionally, participants of S+C pay 30 percent of their income towards rent.

The City of El Monte is also part of the Gateway Cities region, which has 677 units of permanent supportive housing. Three of the projects, totaling 249 units, are located in Long Beach and are managed by Mental Health America, PATH Ventures, and the US Veterans Initiative. Two of the projects are located in El Monte, totaling 42 units and are operated by Homes for Life Foundation. El Monte has also recently opened the Veterans Village, which will provide 41 units of supportive housing for veterans and has partnered with New Directions, a well-established non-profit that has provided 20 years of experience serving the homeless, veteran population.

Furthermore, eight agencies, the Los Angeles Department of Mental Health and the Long Beach Housing Authority, provide a total of 362 scattered-site units. The units are located throughout the Gateway region as well as in unincorporated areas of LA County. Each permanent supportive housing program has a specific population that it primarily serves. It is estimated that approximately 208 of these units are reserved for persons with mental illness, 206 for veterans, 111 units for people facing substance abuse, 70 units for families, 49 units for chronically homeless individuals, and 33 units for persons living with HIV/ AIDS.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315€

The City will undertake the following projects to address housing and supportive services based on special needs groups. These groups include the elderly and frail elderly and persons belonging to protected classes that have been the victims of housing discrimination. This will be done through the projects below

Project Name
CDBG and HOME Administration
CDBG: Park Improvement- Zamora Park
CDBG: New Projects- Not Programmed
CDBG: Housing Rights Center
CDBG: Neighborhood Legal Services Clinics
CDBG: Integrated Care Management
CDBG: Elderly Nutrition Program
CDBG: Senior Swim Program and Exercise Program
CDBG: Peck/Ramona Triangle
HOME: CHDO Reserve
HOME: Domus (Tyler/Ramona)
HOME: Acquisition & New Construction- Not programmed

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

Not applicable

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

Governmental constraints are policies, standards, requirements, and actions imposed by various levels of government upon land and housing ownership and development. These restrictions can include land use controls, building codes, growth management measures, development fees, processing, and permit procedures, and site improvement costs. Government regulations at all levels can have unintended negative consequences on housing affordability and residential investment. The State of California continues to fight the housing crisis, with the Governor of the State making it a priority to create more forms of affordable housing.

Parking Costs : Within El Monte's General Plan, Housing Technical Report, there is a table showing residential development standards (Table 30, pg 53). In addition to the discussion over density, lot size and setbacks, parking space requirements are also listed. Regardless of how dense a unit is (0 - 25 units), a parking space requirement of 2 - spaces for each unit is required. Parking requirements can lead to fewer units built or even making a project infeasible for a developer who may not have enough room or money to accommodate for parking requirements. The City of El Monte Municipal Code currently provides options for developers to use to achieve reduced parking standards, including shared parking agreements, use of parking studies, proximity to public transportation, or other public facilities. Such choices give developers options if parking is considered to be a restriction to the development of new units.

Development Fees and Taxes: The City of El Monte charges various fees and assessments to cover the cost of processing development permits and ensure that adequate public facilities and services are available to support residential developments. Development fees range from $15,800 to $24,700 per unit depending on the size of the project, density, and location (see the table below). City fees are approximately 6 percent of the project per-unit sales price and are generally comparable to other local jurisdictions. To mitigate affordability in development, the City has subsidized the cost of housing construction through the financing of site improvements, a rebate of fees, and granting of density bonuses. Although fees do add to the cost of residential development, they are not considered to constrain the production of affordable housing.

City Fees	Single Family Project	20 Unit Condo Project	40 Unit Apartment Project
Planning fees	$310	$11,410	$10,125
Engineering fees	$2,718	$6,926	$9,145
Building fees	$4,800	$37,196	$55,212
Park in lieu fee	$6,032	$110,000	$220,800
Streets ($815/ unit)	$815	$16,300	$32,600
Traffic ($67.90/unit)	$67.90	$1,358	$2,716

Drainage & Sewer ($1,980/MF unit)	$2,474	$39,600	$79,200

Table extracted from Table 33 of 2014- 2021 City of El Monte Housing Element Background Technical Report. Notes: This analysis assumed a single-family home is 2,000 square feet, condominium unit is 1,500 square feet; and apartment unit is 1,200 square feet. For park fees, Quimby fees range from $6,000 to $8,200 per residential unit.

Development and Permit Approval Process: Costs to develop a property include the cost of land, demolition, entitlement process, development review, environmental review, and construction costs, as well as a conditional use permit or general plan amendment/ zone change in some cases. El Monte's Housing Element Background Report states estimates the total time to process an application for residential development is two months for a single-family home and six months for a multiple-family project. Timeframes can increase if environmental clearance, zone change, modification, or general plan amendment is required, or the project is unusually complicated and requires enhanced review. Given the lack of vacant parcels and a continued rise in the cost of housing in California, existing land prices often include a structure that must be either reused or demolished to build on the property, posing a challenge to build more affordable housing as well as housing in general.

Financing: Loan underwriting has grown more conservative in construction, with an increase in leveraging and equity requirements. Additionally, more strict lending standards could pose a constraint to affordable housing. A rise of one percentage point can make a monthly payment out of reach for many lower-income households. Typically, conventional home loans will require 80% loan-to-value and represent the most significant constraint to homebuyers. Another impediment to homeownership is creditworthiness. According to the Federal Housing Authority, lenders consider a person's debt-to-income ratio, cash available for a down payment, and credit history when determining a maximum loan amount. Many financial institutions are willing to significantly decrease down payment requirements and increase loan amounts to persons with good credit ratings. Persons with poor credit ratings may be forced to accept a higher interest rate or a loan amount inadequate to purchase a house. Poor credit rating can be especially damaging to lower-income residents, who have fewer financial resources with which to qualify for a loan.

AB 1482: Expands rent control to protect units built over 15 years ago and places an annual cap on rent to 5% plus inflation. AB 1482 was signed by Governor Newsom on October 8, 2019 but did not go into effect until January 1, 2020. The unintended consequence of the passing of this bill has been the surge of eviction notices and a substantial increase in rent towards tenants, specifically for low- income households.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

This section addresses El Monte's priority none- housing community development needs as well as data regarding the local economic condition of the jurisdiction and compares the ability of the local workforce to satisfy the needs of local businesses.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	383	7	1	0	-1
Arts, Entertainment, Accommodations	5,126	1,839	13	7	-6
Construction	1,651	636	4	2	-2
Education and Health Care Services	7,275	5,593	19	21	3
Finance, Insurance, and Real Estate	1,806	2,969	5	11	7
Information	677	526	2	2	0
Manufacturing	5,366	2,958	14	11	-3
Other Services	1,413	867	4	3	0
Professional, Scientific, Management Services	2,475	2,246	6	9	2
Public Administration	0	0	0	0	0
Retail Trade	4,737	3,396	12	13	1

Transportation and Warehousing	1,481	1,988	4	8	4
Wholesale Trade	3,138	1,501	8	6	-2
Total	35,528	24,526	--	--	--

Table 45 - Business Activity

Data Source:	2011-2015 ACS (Workers), 2015 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	55,193
Civilian Employed Population 16 years and over	51,496
Unemployment Rate	6.5%
Unemployment Rate for Ages 16-24	41.3%
Unemployment Rate for Ages 25-65	30.7%

Table 46 - Labor Force

Data Source:	2014-2018 ACS

Occupations by Sector	**Number of People**
Management, business and financial	9,012
Natural resources, construction and maintenance	5,793
Service	12,704
Sales and office	10,460
Production, transportation and material moving	13,527

Table 47 – Occupations by Sector

Data Source:	2014-2018 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	20,705	46%
30-59 Minutes	18,315	41%
60 or More Minutes	5,585	13%
Total	***44,605***	***100%***

Table 48 - Travel Time

Data Source:	2011-2015 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	15,300	1,270	7,620
High school graduate (includes equivalency)	11,490	1,405	4,835
Some college or associate degree	8,415	905	3,040
Bachelor's degree or higher	6,085	515	1,035

Table 49 - Educational Attainment by Employment Status

Data Source:	2011-2015 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–64 yrs	65+ yrs
Less than 9th grade	370	1,445	3,425	8,660	5,990
9th to 12th grade, no diploma	1,875	2,730	2,995	4,935	1,945
High school graduate, GED, or alternative	3,425	5,360	4,955	7,420	3,030
Some college, no degree	4,580	3,445	2,255	3,070	1,365
Associate degree	435	1,155	895	1,545	600

Bachelor's degree	855	2,730	1,505	1,935	995
Graduate or professional degree	19	445	390	630	265

Table 50 - Educational Attainment by Age

Data Source:	2011-2015 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	19,466
High school graduate (includes equivalency)	23,970
Some college or associate degree	29,720
Bachelor's degree	42,201
Graduate or professional degree	56,063

Table 51 – Median Earnings in the Past 12 Months

Data Source:	2011-2015 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

Major employment sectors in El Monte include production, transportation, and material moving, with 26.2 percent or 13,527 of the employed people as well as the service sector with 24.6 percent or 12,704 of the working industry. The third-largest occupation by sector is sales and office at 20.3 percent or 10,460 employed persons (table 47). When considering the business activity, education and health care services have the most significant number of workers at 19 percent or 7,275 jobs. The second-largest business activity is manufacturing, employing 14 percent or 5,366 workers. The third-largest business activity in El Monte is arts, entertainment, and accommodations at 13 percent or 5,126 workers.

Describe the workforce and infrastructure needs of the business community:

In 2014, El Monte formed the Business Advisory Council to strengthen the local business community in the City. The City recognized that more must be done to attract and retain quality retail shops, restaurants, and services. Building a business-friendly environment begins with the local government, and City officials have made this a top priority. Thus, the City started to develop closer partnerships with our local entrepreneurs to make El Monte a vibrant destination for the private sector to create and grow a thriving business.

Furthermore, El Monte's 2017 Economic Development Plan lists the following major employers within the City: El Monte City Elementary, El Monte Union High School District, Mountain View Elementary, Long Toyota- Lexus, McGill Corporation, San Gabriel Transit, City of El Monte, Driftwood Dairy and El Monte Adult School. The number of employees ranges from 1,090 to 206. The majority of major employers are public sector organizations, including educational institutions and the City of El Monte. Longo Toyota- Lexus provides work in sales, service, and parts for 849 people, while McGill Corporation and Driftwood Dairy offer manufacturing jobs to residents of El Monte. As a result, workforce needs include manufacturing, educational and e-commerce needs to support the City's larger industries. The plan also has an implementation strategy for the City to use when working to revitalize different business sectors and bring more private industries, employment, and business opportunities into El Monte. The strategy includes stakeholder outreach, marketing, and financing with incentives.

Additionally, the Economic Development Element of El Monte's General Plan provides insight into the City's economic landscape as well as the workforce and infrastructure needs of businesses in the community. In 2007, the Chamber of Commerce studied various economic development opportunities in the City, proposing a vision for readily identifiable economic activity areas: the Northwest Industrial District, Flair Park, the greater downtown, and the auto district. The Economic Development Element focuses on the key strategies necessary to revitalize these areas. Fundamental economic development objectives for El Monte are to attract private investment, promote policies and not projects, create a business environment as well as develop economic tools including facilities, labor, capital, and operations to support and bring in more businesses into El Monte.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

El Monte can expect growth in jobs, both during and post-development in the following industries: cannabis, hospitality, E-commerce, retail, entertainment, and construction. Work in construction will be needed to develop townhomes for KB Homes, the Gateway project as well as the Wingate Hotel, and the renovation of the cannabis and E-commerce centers.

<u>El Monte Gateway Project</u>

This transit-oriented project will hold three Marriott hotels, restaurants, movie theatre, gym, and affordable and luxury apartments. The completed 14.3-acre project will be a dramatic new addition to the city's retail and housing landscape. The project is still in its development process, with multiple phases with estimated completion in the year 2022.

<u>GSC Holding Group, Medicinal Cannabis Cultivation, Manufacturing and Distribution</u>

A commercial medicinal cannabis center at an existing 71,658 square foot industrial building located in a manufacturing zone. The proposal includes medicinal-only cannabis cultivation,

manufacturing, and distribution operations. No retail cannabis or cannabis product retail sales or activities will be permitted.

Wingate Hotel

Conditional Use Permit and Design Review to construct a four-story 72-room hotel with surface and underground parking.

Goodman Logistics

Goodman Logistics Center El Monte - Los Angeles East offers space ranging from 228,356 S.F. to 935,657 S.F. The site is located less than one mile from the I-10 and four miles west of the I-605 and is the site of the former Von/Safeway Distribution Center. The new facility is constructed with a flexible and sustainable design, catering to a range of potential uses well suited for logistics and e-commerce customers.

KB Home Orchard Street and Cypress Avenue Project

This project would consist of a residential community consisting of 110 three-story townhomes, at a density of 21.57 DU/net AC. All existing on-site improvements (approximately 159,100 SF) on the 5.69-gross-acre site would be demolished and replaced with the proposed community.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The Los Angeles Economic Development Corporation's Economic Forecast and Industry Outlook for 2019-2020, demonstrates that within Los Angeles County, employment within the education and health care industry is projected to decrease by 4.9 percent. Consequently, professional and business services, as well as leisure and hospitality, are expected to increase between 2 percent and 6.7 percent. El Monte's three Marriott Hotels at the Gateway Center, as well as Wingate Hotel, mirror the Los Angeles Economic Development Corporation's Economic Forecast and Industry Outlook for 2019-2020, estimating an increase in the coming year.

The U.S Bureau of Labor Statistics on the twenty fastest-growing occupations between 2018 and 2028 recognizes that 15 are in the education and health care sectors. When considering the business activity, education and health care services have the most significant number of workers at 19 percent or 7,275 jobs in El Monte, demonstrating there will be continued growth in those sectors for the City. Careers include physician assistants, home health aides, medical aids, and health specialties teachers with post-secondary education. Most of the higher paying occupations in health care require high skill/education attainment, such as nurse practitioners and physician assistants.

According to five year, 2018 ACS estimates, approximately 10.9 percent of El Monte's population have a bachelor's degree or higher, 27.3 percent have a high school or equivalent education, and about two percent have a graduate or professional degree. While El Monte cannot predict where employment trends and primary sources of employment for residents are, having residents with high skills as well as education attainment can better help residents adapt to market downturns, or allow for a pursuit within new and growing industries.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

The City of El Monte is part of the Los Angeles Workforce Systems Collaborative. The Collaborative was created to develop a comprehensive economic and workforce development system in Los Angeles to meet the employment and educational needs of the region's low income and underserved communities. The organization is committed to n leveraging the collective and individual assets of these systemic partners to create pathways to high demand, high growth industries, and sustainable careers to ensure the economic competitiveness of the Los Angeles region.

Ten long-term initiatives of the collaborative mentioned in its Year 20 Annual Plan PY 2019-20 Plan Overview are the following:

1. Reducing homelessness by increasing employment opportunities;

2. Increasing employment opportunities through partnerships with major economic drivers in the region;

3. Increasing access to career pathways through Industry Sector Strategies;

4. Increasing services to targeted high-barrier populations (vulnerable populations) with a geographic focus;

5. Increasing Gender Equity;

6. Increasing employment outcomes for the reentry population;

7. Increasing education and/or employment outcomes for disconnected youth; and

8. Increasing impact of the City's Workforce Development System through the strategic alignment of City and Regional Planning Efforts (Los Angeles Regional Plan, Local Plan, WDS Annual Plan and P3 Strategic Plan).

9. Training Angelenos to participate in the new green economy.

10.Creating and expanding career ladder opportunities for L.A.'s workforce to fill the demand for early childhood education positions.

The Economic Development Element of El Monte's General Plan offers insight into additional initiatives and partnerships the City should capitalize on: "Regional Economic Development Agencies." This includes the Los Angeles Economic Development Corporation (LAEDC), San Gabriel Valley Economic Partnership (SGVEP), and other similar regional entities focusing on specific economic markets in El Monte.

Business Development Partner

This includes the San Gabriel Valley Small Business Development Center (SBDC) hosted by Mt. San Antonio College in Irwindale, and the Minority Business Enterprise Center at the University of Southern California.

Educational Partners

This includes Rio Hondo College, Los Angeles County Workforce Investment Board and WorkSource Center, the El Monte/Rosemead Adult Education Center, El Monte public school districts, and the Pacific Asian Consortium in Employment (PACE).

Business Associations

This includes the El Monte/South El Monte Chamber of Commerce, the Downtown El Monte Business Association, Flair Park Association, and proposed associations representing the auto district and Northwest Industrial District.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

No

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

El Monte's Economic Development programs aim to improve the community by using both public and private resources to create a positive impact on the business activity, employment, income distribution, and fiscal sustainability of the City. Examples in which economic development helps our community are the following:

- Fostering private investment
- Job creation and development
- Business recruitment and retention
- Increasing the City's tax base
- Diversification of retail and restaurant offerings
- Growing and sustaining property values

Discussion

See above.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

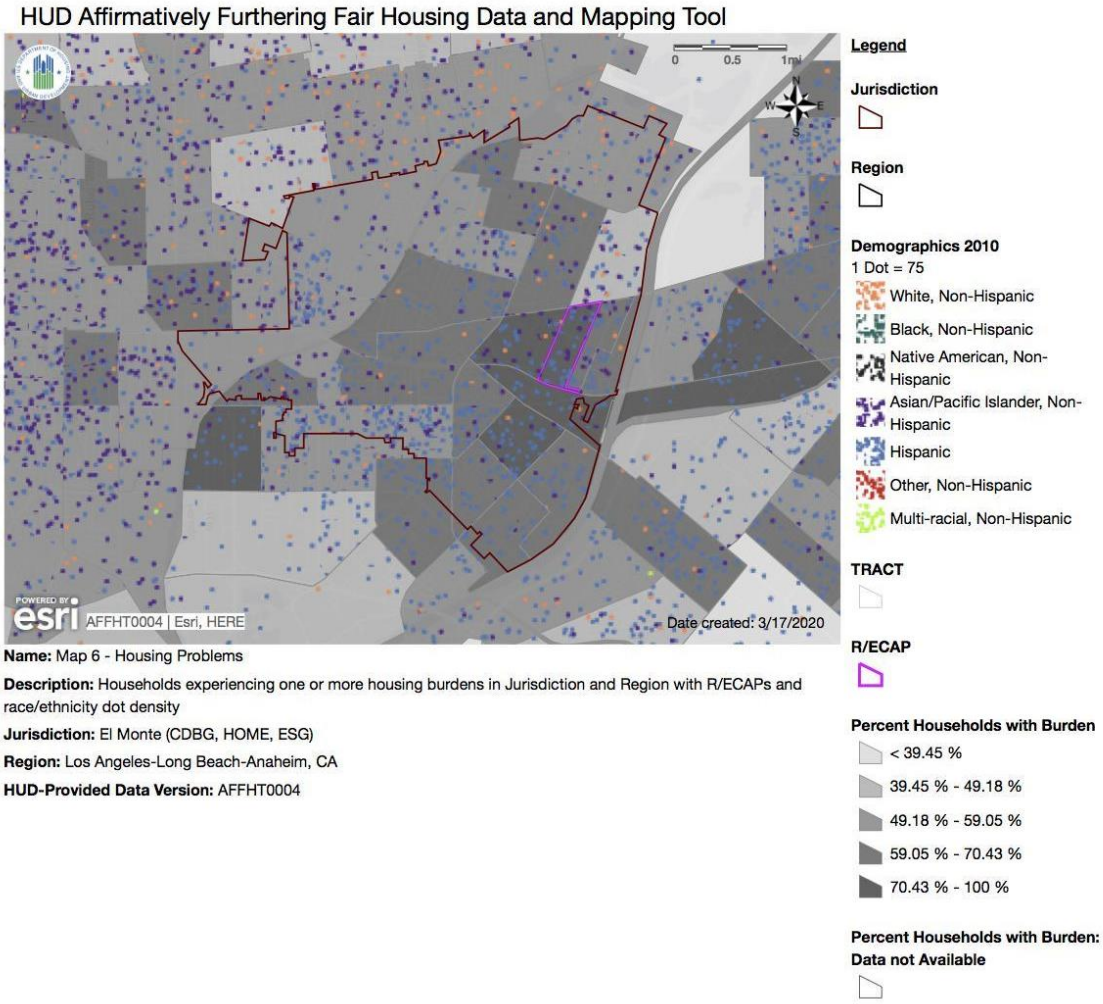


Image: HUD AFFH Map 6- Housing Problems, El Monte.

A concentration is defined as more than 70 percent of households reporting a housing problem. According to the map above from HUD AFFH for the City of El Monte, households experiencing one or more housing burdens seem to be located predominantly in the southeast area of the City, with higher rates more east. The map above confirms multiple concentrations of households with multiple housing problems. On the southeast side, Census Tract Codes 433304, 433302, 433901, and 433402 are concentrations with more than 70 percent of households reporting a problem. When looking west of the map, Census tract code 432801, and 432802 also indicate a concentration of households indicating having any of the four housing problems. Decreased buying power and median family income not keeping up with inflation has led to many residents spending more than 30 percent of their income on housing and a significant reason for so many areas of concentration in El Monte.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

HUD defines a minority concentration as a neighborhood with a Census tract or other defined geographic area in which the percentage of residents who are racial or ethnic minorities is at least 20 percentage points higher than the percentage of minority residents in the Metropolitan Statistical Area (MSA) (or jurisdiction not in an MSA) as a whole. For instance, if one racial/ethnic group represents 20 percent of the population as a whole, but 40.1 percent of a specific census tract within a jurisdiction, then a racial concentration assumes to exist.

Based on 2014-2018 ACS data, El Monte's largest ethnic group is Hispanic or Latino at 65.8 percent of the population. The largest racial group is White, at 43.5 percent of the population. No other minority group accounts for more than 28.6 percent (Asian) of the population. When examining if a minority group in a specific census tract is twenty percent more than the citywide population as a whole, there are two census tracts (433902 and 434003) where Hispanics account for more than 85 percent of the area's population.

What are the characteristics of the market in these areas/neighborhoods?

Are there any community assets in these areas/neighborhoods?

Are there other strategic opportunities in any of these areas?

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

ACS 5-year data from 2014- 2018 for the City of El Monte show that 83.9 percent of households have one or more types of computing devices, with 74.9 percent indicating to have some form of internet subscription. Additionally, 52.1 percent are estimated to have a tablet or other portable, wireless computer in their household. This information shows that internet use is vital for the City's residents, who may use it to work from home, complete online courses, stay in connection with medical practitioners, or help their children with their schoolwork.

Additionally, ACS 5-year estimates for 2014- 2018 show a gap in access to broadband internet with only 45 percent or 2,324 households with an income less than $20,000 having those services. Additionally, when looking at households making an income between $20,000 - $74,999, 23.9 percent or 3,922 households are without an internet subscription. Finally, when looking at households with an income greater than $75,000, only 9 percent or 792 households are without an internet subscription. ACS data also indicates a racial disparity with broadband internet use, with Black or African/ American households having the lowest subscription rate at 58.7 percent, the next lowest race/ethnicity subscription rate is White alone at 75.5 percent. Additionally, there is a correlation between educational attainment and broadband subscription rate, as households with lower levels of educational attainment have a lower percentage of the subscription rate. For instance, households with less than high school graduate or equivalency have 71.9 percent of households with subscriptions, while households with a bachelor's degree or higher have a 91.2 percent subscription rate.

The California Emerging Technology Fund (CETF), in partnership with the state of California, conducted a survey in 2019 titled," Internet Connectivity and the Digital Divide" in California to "assess the rate of internet use in the state." The study found that 88 percent of the respondents had been connected to the internet since 2017, showing a 33 percent increase since 2008. Additionally, 78 percent of respondents could connect to the internet at home through a computing device, and 84 percent connected through their smartphones. The analysis also showed that 55 percent of respondents used the internet for online shopping, with only 21 percent using it to work from home. Furthermore, 18 percent used it to communicate with their doctors online, and 13 percent took education or job training courses from home, online. The study demonstrates that there is a significant need for internet connectivity at home, which can be indicated by 58 percent of respondents who did not connect to the internet outside of their homes.

These services are also crucial for students to assist with their learning, with 43 percent of respondents having no access to a computing device at school. Of the 52 percent of respondents who are assigned these devices in school, 22 percent cannot take them home. Also, 82 percent of guardians have access to their children's school websites, with 85 percent being able to contact

their teachers through email. This also demonstrates the need for internet connectivity at home to enhance the learning experience and guardians' involvement in education.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

Increased competition among internet providers improve the quality of services through competition as well as ensure more affordable options for broadband, particularly for lower-income households. The 2019 “Internet Connectivity” survey indicated that 73 percent of respondents were unaware of affordable internet connectivity service providers and options. This is crucial for persons who are not connected to the internet or are under-connected at home. Based on the survey, over 45 percent of respondents felt disadvantaged while trying to use the internet to help children with schoolwork. The same applied to 24 percent of respondents who were trying to gain new career skills or classes online while another 22 percent when they wanted to learn about/access government services, among other uses. Census data for El Monte confirms the inequality in access to internet based on household income and educational attainment, with only 45 percent of households making less than $20,000 having broadband connection and households with less than high school graduate or equivalency have 71.9 percent subscription rate. In comparison, households with a bachelor’s degree or higher have a 91.2 percent subscription rate.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

Climate change continues to be at the forefront of discussion in the political sphere, especially in California, where in recent years, it has experienced multiple wildfires, both in Northern and Southern California. El Monte's 2014 - 2021 Housing Element Background Technical Report lists the following environmental constraints in which the City faces:

Earthquakes

Southern California is prone to periodic earthquakes, mostly recently the Northridge, and Landers quakes. While no earthquake faults have been found in El Monte, residents still experience the ground-shaking effects from such events. Most of the City is underlain by a shallow water table, is subject to liquefaction or the settling of soil during an earthquake, and, therefore will materially experience the movement caused by an earthquake. The City uses enforcement of modern building technologies, land use, and appropriate construction practices to protect residents and businesses.

Water

Potable water in El Monte is provided by eight water companies depending on the location of the residence in the City. San Gabriel Valley Water Company provides water to the majority of the City, serving a population of approximately 480,000 persons. To serve its client base, the company operates 36 groundwater wells, 36 storage reservoirs, and 2.9 million feet (over 550 miles) of water distribution mains ranging up to 36-inches in diameter. The project-specific analysis may be required when a project is proposed to determine if the existing infrastructure and proposed demand need to be addressed.

Wastewater

Wastewater collection facilities that serve the City are owned, operated, and maintained by the City Public Works Department. The City maintains 125 miles of pipeline and seven pump stations. El Monte is one of 17 jurisdictions that are signatory to the Joint Outfall Agreement. The agreement provides for an interconnected regional system of facilities and a cooperative agreement to own, operate, and maintain facilities collectively. The Sanitation Districts of Los Angeles County treat wastewater at the Whittier Narrows Water Reclamation Plant, located south of the City, and then recycle the water for irrigation and groundwater recharge.

Heat

An article from the Whittier Daily News also highlights how an increase in temperatures (to triple digits) in heat in parts of the San Gabriel Valley, including El Monte, can lead to a rise in the number of heat strokes and deaths. The article also states that El Monte has only a 5 percent tree canopy rate, compared with an average tree canopy rate of around 37 percent for Los Angeles

County. Tree canopies allow for more shade on the streets, eliminating direct contact with the sun and its heat.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Earthquakes, water, wastewater and issues relevant to heat hazards are likely to have a higher impact on low- and moderate-income households.

Low- and moderate-income households may be vulnerable to the following effects of climate change disproportionately

An increase in heat-related human deaths, infectious diseases, and a higher risk of respiratory problems caused by deteriorating air quality- This may increase the need for medical care .Due to limited income, low and moderate income households may loose their homes due to rising health care costs

Potential increase in the severity of winter storms, affecting peak stream flows and flooding- This may lead to damage and loss of homes for low and moderate income households, forcing them into homelessness or living in substandard housing.

Changes in growing season conditions that could affect agriculture, causing variations in crop quality and yield- Reduced availability of food will affect low income and moderate income households due to the consequent rising food costs. In addition, reduced yields will cause unemployment and reduced incomes for lower income households that depend entirely on agriculture.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The City of El Monte 's 2020-2025 Strategic Plan proposes projects and activities to meet the priorities described in the Consolidated Plan (the "ConPlan"). It explains eligible programs, projects and activities to be undertaken with expected funds made available over the next five years and their relationship to identified needs for housing, homelessness, and community and economic development. Each year, assuming funding levels remain the same, more specific projects throughout the City will be identified and implemented through the annual Action Plans.

The general priority categories of housing, homelessness, special needs, and community development needs and their related goals are addressed in the various activities to be undertaken. These activities estimate the number and type of families that will benefit from the proposed activities, including special local objectives and priority needs. The projected use of funds identifies the proposed accomplishments. Area benefit activities were qualified using 2011-2015 CHAS, 2013-2017 & 2014-2018 ACS data estimates from the U.S. Census Bureau.

The City of El Monte has been awarded $1,304,180 in CDBG, $2,380,968 in HOME and $5,157,737 in ESG-CV Funds . These figures are based on a 2020 HUD Grantee Summary and the assumptions that CDBG funding, entitlement funding distribution formulas and/or the number of communities eligible to receive entitlement grants will remain constant. If any of these conditions change, planned activities and accomplishments are also subject to change. It is the mission of the City to use resources to assist with businesses, job development, and the provision of safe, affordable housing. In short, we will do our part to maintain El Monte as a community its residents are proud to call "home". Given the aforementioned five(5) priorities, the City identified 5 main goals:

- Provide decent affordable housing
- Maintain and Promote neighborhood preservation
- Support special needs programs and services
- Construct or upgrade public facilities and infrastructure
- Economic Development
- CDBG Grant Administration

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Table 52 - Geographic Priority Areas

1.	**Area Name:**	City Wide
	Area Type:	Local target area
	HUD Approval Date:	TBD
	% of Low/ Mod:	51%
	Revital Type:	Housing
	Other Revital Description	
	Identify the neighborhood boundaries for this target area.	This area covers the entire jurisdiction
	Include specific housing and commercial characteristics for this target area	
	How did your consultation and citizen participation process help you identify this neighborhood as a target area?	TBD
	Identify the needs of the target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
2.	**Area Name:**	Qualified Census Tracts
	Area Type:	Local target area
	HUD Approval Date:	TBD
	% of Low/ Mod:	70%
	Revital Type:	Comprehensive

	Other Revital Description	
	Identify the neighborhood boundaries for this target area.	On the southeast side, Census Tract Codes 433304, 433302, 433901, and 433402 are concentrations with more than 70 percent of households reporting a problem.
	Include specific housing and commercial characteristics for this target area	According to the Map in MA 50,households experiencing one or more housing burdens seem to be located predominantly in the southeast area of the City, with higher rates more east. The map above confirms multiple concentrations of households with multiple housing problems.
	How did your consultation and citizen participation process help you identify this neighborhood as a target area?	
	Identify the needs of the target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

The City of El Monte plans to use a place - based strategy during the planning period. The geographic distribution of funding is predicated somewhat on the nature of the activity to be funded. It is the City's intent to fund activities in the areas most directly affected by the needs of low-income residents as well as special needs, including female headed households and seniors. The Annual Action Plan directs investment geographically to an area benefit neighborhood. The area benefit category is the most commonly used national objective for activities that benefit a residential neighborhood. An area benefit activity is one that benefits all residents in a particular area, where at least 51 percent of the residents are low- and moderate-income persons. Public infrastructure improvements are an area benefit activity when they are located in a predominately low- and moderate-income neighborhood.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 53 – Priority Needs Summary

1	**Priority Need Name**	Provide decent affordable housing
	Priority Level	Low
	Population	Extremely Low Low Moderate Middle Large Families Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children
	Geographic Areas Affected	Qualified Census Tracts
	Associated Goals	Provide decent affordable housing CDBG Grant Administration
	Description	Provide decent affordable housing
2	**Priority Need Name**	Maintain and promote neighborhood preservation
	Priority Level	Low
	Population	Extremely Low Low Moderate Middle
	Geographic Areas Affected	Qualified Census Tracts
	Associated Goals	Maintain and promote neighborhood preservation CDBG Grant Administration
	Description	Maintain and promote neighborhood preservation

3	**Priority Need Name**	Support special needs programs and services
	Priority Level	High
	Population	City Wide
	Geographic Areas Affected	Support special needs programs and services Economic Development CDBG Grant Administration
	Associated Goals	Support special needs programs and services
	Description	
4	**Priority Need Name**	Construct or upgrade public facilities and infrastructure
	Priority Level	Low
	Population	Non-housing Community Development
	Geographic Areas Affected	City Wide
	Associated Goals	Maintain and promote neighborhood preservation Construct or upgrade public facilities and infrastructure CBG Grant Administration
	Description	Construct or upgrade public facilities and infrastructure
5	**Priority Need Name**	Fair Housing
	Priority Level	Low
	Population	Extremely Low Low Moderate Middle
	Geographic Areas Affected	City Wide
	Associated Goals	Support special needs programs and services CDBG Grant Administration

	Description	Fair Housing

Narrative (Optional)

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	The program is administered by the Baldwin Park Housing Authority and the Housing Authority of Los Angeles County. The organizations provide an average of 600 Section 8 Housing Vouchers in El Monte annually supporting low-income and special needs households.
TBRA for Non-Homeless Special Needs	Seniors, female- headed households, large families and people with mental or physical disability are all special needs populations in El Monte that could benefit from TBRA. Many of these special needs groups have a fixed or limited income, leaving them with overpayment for housing annually and living with a housing cost burden. TBRA would alleviate these households from experiencing cost burdens, using more of their income towards health, food and other expenses.
New Unit Production	The current (Cycle 5) RHNA prepared by Southern California Association of Governments (SCAG) allocates housing needs for the period from January 1, 2014 to October31, 2021 (essentially an eight-year cycle). El Monte's Regional Housing Needs Allocation (RHNA) for the 2014-2021 planning period has been determined by SCAG to be 2,142 housing units, many for very low-income and above moderate income. As discussed in both the Needs Assessment and Market Analysis section of this document, HUD CHAS data reports that thousands of residents with an AMI between 0 - 80 % report cost burden as the most prominent housing problem they face. More must be done to increase the supply of both market rate and affordable housing to meet the demand of El Monte's population.
Rehabilitation	More than half of El Monte's housing stock was built more than 30 years ago (before 1990), and more than 50 percent of renters in the City are estimated to be experiencing at least one housing problem. Additionally, it is estimated that more than half of the City's housing was built prior to 1980 and is susceptible to lead based paint hazards. At least 5 percent of single-and multiple-family homes require replacement and 10 percent need major repairs. Among mobile homes, an estimated 25 percent need repair or rehabilitation.
Acquisition, including preservation	At-risk affordable projects are those that could be converted to market rents in the next 10 years (2020-2030); those for which the affordability restrictions have expired, and which are maintained through Section 8; or those for which the owners have indicated an intent to convert to market rents. City records identified 83 affordable units at risk of conversion. The units house developmentally disabled people and seniors.

Table 54 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

El Monte has been notified that it's 2020 allocation of the Community Development Block Grant (CDBG) funding will be $2,304,180 along with an allocation of $2,380,968 in HOME funds and $5,157,737 in ESG-CV funding. The City does not anticipate receiving any other Federal or State funding for housing and community development efforts. Details for how the CDBG, HOME and ESG funds will be allocated towards eligible projects is described as part of the following Action Plan.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		

CDBG	Public-Federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	$1,749,900	$554,280	0	$2,304,180	0	Entitlement funds allocation plus estimated program income plus prior-year resources.
HOME	Public-Federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	$684,022	$179,628	$1,382,998	$2,380,968	0	Entitlement funds allocation plus estimated program income plus prior-year resources.
ESG	Public-Federal	emergency shelter and outreach administrative costs homelessness prevention assistance	$5,157,737	$0	$0	$5,157,737	0	CARES Act funds which are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19)

Table 55 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City will attempt to leverage grants and other funding when appropriate to meet the objective of the Annual Action Plan. The City does add local funds (including unexpended CDBG funds from prior years if available) to further support the organizations and individuals receiving CDBG funding. HOME and ESG funded projects require matching funds to be committed prior to funding commitments being made by the City of El Monte. In the 2020 Action Plan, two rental

developments have been identified-both of which have committed significant additional resources, including LIHTC funding, to the projects. For the ESG projects, Volunteers of America provides substantial matching funds for the both the Street Outreach and the Homeless Prevention & Rapid Re-Housing projects.The City has applied for PLHA funds through the State. We will be using these fund for First Time Homebuyer, Homeowner Rehab, and assistance building ADU's

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Not applicable.

Discussion

Revert to the responses above

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of El Monte	Government	Economic Development Homelessness Non-homeless special needs Ownership Planning Rental Neighborhood improvements Public facilities Public Services	Jurisdiction

Table 56 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

Strength

Interdepartmental communication and collaboration between staff are recognized as a pertinent strength in the delivery system. City staff from different departments work with each other, with organizations and agencies that assist low-income individuals and with families in El Monte, and with community residents to establish priorities for utilizing CDBG funding.

Gap

The primary gap in the delivery system is inadequate access to funding resources. The level of need in the City far exceeds available funding. As a result, even projects with a high priority may have to wait to be funded as the City continues to seek additional funding sources.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X		
Legal Assistance	X		
Mortgage Assistance	X		
Rental Assistance	X		
Utilities Assistance	X		
Street Outreach Services			
	X		
Law Enforcement	X		
Mobile Clinics	X		
Other Street Outreach Services	X		
Supportive Services			
Alcohol & Drug Abuse	X		
Child Care	X		
Education	X		
Employment and Employment Training	X		
Healthcare	X		
HIV/AIDS	X		X
Life Skills	X	X	
Mental Health Counseling	X	X	
Transportation	X		
Other			
Other	X		

Table 57 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

El Monte is part of the Countywide Los Angeles Continuum of Care (LACoC), which is coordinated by the Los Angeles Homeless Services Agency (LAHSA), a joint powers authority. LAHSA works with Cities to provide services throughout the County. The City works with the Los Angeles Homeless Services Authority (LAHSA), who has been the primary applicant to HUD on behalf of the Los Angeles Continuum of Care. LAHSA was established as an independent agency by the County and the City of Los Angeles. LAHSA is the lead agency in the Los Angeles Continuum of Care and coordinates and manages over $300 million dollars annually in Federal, State, County and City funds for programs providing shelter, housing and services to homeless persons in Los Angeles City and County. Through LAHSA, funding, program design, and other services are provided to more than 100 non- profit partner agencies that work with the homeless population in the greater Los Angeles area. Specialized programs funded through LAHSA address a wide-range of issues related to homelessness, including mental illness, substance abuse, job training, health, and mainstream benefits enrollment.

In 2018, El Monte created a "Plan to Prevent and Combat Homelessness". Goals and supporting actions of the plan include "Expanding access to workforce development and employment programs" and to "Increase engagement activities and links to crisis response systems"

Street Outreach and Supportive Services

El Monte's Police Department conducts homelessness outreach and enforcement as needed. Additionally, its TOUCH Program provides a Mental Health Evaluation Team outreach worker one day per week, funded by the Los Angeles County Department of Mental Health.

Additionally, the Police Department has increased its outreach capacity by partnering with Los Angeles Sheriff's Department Homeless Outreach Services Team (HOST). The Los Angeles County health and human services departments have offices in El Monte that serve all of Service Planning Area 3. These include the Department of Public Social Services, the Department of Mental Health, the Department of Public Health, and the Department of Health Services.

Local non-profits such as Foothill Family, also provide mental health and social services for at-risk children and families. Faith-based community partners, including Our Savior Center, Catholic Charities, Valley Community Church, and Cavalry, provide a variety of services including health clinics.

Local and regional non-profit organizations Family Promise of San Gabriel Valley and Operation Healthy Hearts provide employment services to people who are at risk or are currently experiencing homelessness in El Monte. The City has multiple partnerships focused on helping the homeless population, including families with children and people facing addiction and unaccompanied youth. The partnerships provide transitional housing, mental health services, food, clothing and social services to help El Monte's homeless population. Examples include Volunteers of America, Family Promise of San Gabriel Valley, and Union Station. (Please see MA 30, Homeless Facilities and Services for a detailed list of homeless service providers).

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

Strengths

In 2018, El Monte City Council adopted a "Plan to Prevent and Combat Homelessness". The plan was created in a concerted effort with input from local stakeholders including service providers to understand what goals and supporting actions the City should take moving forward to help homeless people. This plan serves as strength, creating guidance for what the City should do moving forward. El Monte has multiple agencies and service providers to assist with the homeless and special needs populations. Examples of homeless services include the Mental Health Evaluation Team, use of local religious organizations and social service organizations such as Volunteers for America.

Gaps

The primary gap in the delivery system is insufficient funding resources from both public and private agencies, including the dissolution of the Redevelopment Agency. The level of need in the City far exceeds available funding. As a result, even projects with a high priority may have to wait to be funded as the City continues to seek additional funding sources. The need for funding support from these agencies is much needed as issues of both housing affordability and homelessness have exponentially grown in past years both locally and regionally.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

As already discussed above, the City has created a "Plan to Prevent and Combat Homelessness". The plan was created in a concerted effort with input from local stakeholders including service providers to understand what goals and supporting actions the City should take moving forward to help homeless people. The City will continue to coordinate between private, nonprofit and public institutions to bring services needed for homeless and people with special needs. Two goals listed as part of El Monte's "Plan to Prevent and Combat Homelessness" include the following:

- **Participate in regional collaboration opportunities**
    - Continue collaborating with the San Gabriel Valley Council of Governments and other cities in Service Planning Area 3 on homelessness-related discussions and activities throughout homeless plan implementation.
    - Hire a homeless coordinator to oversee homelessness plan implementation and regional collaboration.
    - Coordinate with LAHSA and the County Homeless initiative when possible.
- **Increase engagement activities and links to crisis response system**
    - Explore funding allocations to outreach activities, including to fund prevention services (e.g., through L.A. County's 211 health and human services program).

- Identify departmental staff most likely to engage with homeless and at-risk populations. Implement a protocol for staff to contact outreach teams via the LAHSA Outreach Web Portal to assist those experiencing homelessness and connect those at risk of homelessness to prevention services.
- Explore partnership with homeless service providers and/or neighboring cities looking to expand outreach capacity. Increase coordination with local school districts and area colleges to identify and reach out to students experiencing or at risk of homelessness

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
Provide decent affordable housing	2020	2024	Affordable Housing	City Wide	Provide decent affordable housing	CDBG: $500,000 Home: $5,494,028	Rental units constructed: **TBD** Household Housing Unit Rental units rehabilitated: **TBD** Household Housing Unit Homeowner Housing Added: **80** Household Housing Unit Homeowner Housing Rehabilitated: **25** Household Housing Unit
Maintain and Promote neighborhood preservation	2020	2024	Affordable housing Non-Housing Community Development	City Wide Qualified Census Tracts	Maintain and promote neighborhood preservation Construct or upgrade public facilities and infrastructure	CDBG: $2,500,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: **50** Business facades Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: **1,250** households
Support special needs programs and services	2020	2024	Non-Homeless Special Needs	City Wide Qualified Census Tracts	Support special needs programs and services Fair Housing	CDBG: $1,787,314 ESG: $5,339,833	Public Service activities other than Low/Moderate Income Housing Benefit: **9,595** Persons Assisted Homeless Person: **4,865** Persons Assisted
Construct or upgrade public facilities and infrastructure	2020	2024	Non-Housing Community Development	City Wide Qualified Census Tracts	Construct or upgrade public facilities and infrastructure	CDBG: $1,750,000	Graffiti Abatement: **85,000** sites

Economic Development	2020	2024	Non-Housing Community Development	City Wide Qualified Census Tracts	Support special needs programs and services	CDBG: $1,917,215	Section 108 loan program: **15,000** LMI families (or individuals)
CDBG Grant Administration	2020	2024	Affordable Housing Public Housing Homelessness Non-Homelessness Special Needs Non-Housing Community Development	City Wide Qualified Census Tracts	Provide decent affordable housing Maintain and promote neighborhood preservation Support special needs programs and service Construct or upgrade public facilities and infrastructure Fair Housing	CDBG: $1,752,036 Home: $717,462 ESG: $572,359	Other: **TBD** Other

Table 58 – Goals Summary

Goal Descriptions

1	Goal Name	Provide decent affordable housing
	Goal Description	Using CDBG and HOME funds, the City of El Monte aims to provide decent affordable housing city wide. (Projects: CHDO Set-Aside Affordable Housing; Acquisition/Rehabilitation/New Construction).
2	Goal Name	Maintain and promote neighborhood preservation
	Goal Description	Using CDBG and HOME funds, the City of El Monte will maintain and promote neighborhood preservation activities. (Projects: Commercial Façade, Code Enforcement).
3	Goal Name	Support special needs programs and services
	Goal Description	Using both CDBG and ESG funding, the City will offer support services to both special needs populations and the homeless. (Projects: El Monte Legal Assistance Clinics; Community and Senior Services Integrated Care Management; Utility Assistance; Housing Rights, Food Program; ESG Street Outreach, Homeless Prevention, and Rapid Re-Housing; Fair Housing).
4	Goal Name	Construct or upgrade public facilities and infrastructure
	Goal Description	The City will utilize CDBG funds to preserve, rehabilitate, and enhance public facilities and infrastructures. (Projects: Graffiti Abatement).
5	Goal Name	Economic Development
	Goal Description	The City will utilize CDBG funds to pay off two Section 108 Loans. (Projects: Aquatic Center Section 108 Loan Repayment; Peck/Ramona Triangle Section 108 Loan Repayment).
6	Goal Name	CDBG Grant Administration

	Goal Description	The City will conduct the following administration/planning activities: (1) General Administration of CDBG, HOME, and ESG programs, including preparation of budget, applications, certifications and agreements, (2) Coordination of CDBG-funded capital improvement projects, (3) Coordination of Public Service Subrecipients, (4) Coordination of HOME-funded housing projects, (5) Monitoring of CDBG and HOME projects/programs to ensure compliance with federal regulations, (6) Preparation of Annual Action Plan, and (7) Preparation of the CAPER. Up to 20% of the annual CDBG entitlement, up to 20% of the HOME entitlement, and 7.5% of the ESG entitlement is allowed for administration activities. (Project: CDBG Program Administration; HOME Program Administration; ESG Program Administration).

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

To be determined

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

Not applicable, the City of El Monte does not own any public housing.

Activities to Increase Resident Involvements

Not applicable, the City of El Monte does not own any public housing.

Is the public housing agency designated as troubled under 24 CFR part 902?

Not applicable, the City of El Monte does not own any public housing.

Plan to remove the 'troubled' designation

Not applicable, the City of El Monte does not own any public housing.

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

Parking Costs: Within El Monte's General Plan, Housing Technical Report, there is a table showing residential development standards (Table 30, pg. 53). In addition to discussion over density, lot size and setbacks, parking space requirements are also listed. Regardless of how dense a unit is (0 - 25 units), a parking space requirement of 2 - spaces for each unit is required. Parking requirements can lead to less units built or even making a project infeasible for a developer who may not have enough room or money to accommodate for parking requirements. The City of El Monte Municipal Code currently provides options for developers to use in order to achieve reduced parking standards, including shared parking agreements, use of parking studies, proximity to public transportation or other public facilities. Such choices give developers options if parking is considered to be a restriction to the development of new units.

Development Fees and Taxes: The City of El Monte charges various fees and assessments to cover the cost of processing development permits and ensure that adequate public facilities and services are available to support residential developments. Development fees range from $15,800 to $24,700 per unit depending on the size of the project, density, and location See table below). City fees are approximately 6 percent of the project per-unit sales price and are generally comparable to other local jurisdictions. To mitigate affordability in development, the City has subsidized the cost of housing construction through the financing of site improvements, rebate of fees, and granting of density bonuses. Although fees do add to the cost of residential development, they are not considered to constrain the production of affordable housing.

City Fees	Single Family Project	20 Unit Condo Project	40 Unit Apartment Project
Planning fees	$310	$11,410	$10,125
Engineering fees	$2,718	$6,926	$9,145
Building fees	$4,800	$37,196	$55,212
Park in lieu fee	$6,032	$110,000	$220,800
Streets ($815/ unit)	$815	$16,300	$32,600
Traffic ($67.90/unit)	$67.90	$1,358	$2,716
Drainage & Sewer ($1,980/MF unit)	$2,474	$39,600	$79,200

Table extracted from Table 33 of 2014- 2021 City of El Monte Housing Element Background Technical Report. Notes: This analysis assumed a single-family home is 2,000 square feet, condominium unit is 1,500 square feet; and apartment unit is 1,200 square feet. For park fees, Quimby fees range from $6,000 to $8,200 per residential unit.

Development and Permit Approval Process: Costs to develop a property include cost of land, demolition, entitlement process, development review, environmental review and construction costs as well as a conditional use permit or general plan amendment/ zone change in some cases. El Monte's Housing Element Background Report states estimates the total time to process an application for residential development is two months for a single-family home and six months for a multiple-family project. Timeframes can increase if environmental clearance, zone change, modification, or general plan amendment is required, or the project is unusually complicated and requires enhanced review. Given the lack of vacant parcels, and continued rise in cost of housing in California, existing land prices often include a structure that must be either reused or demolished to build on the property, posing a challenge to build more affordable housing as well as housing in general.

Financing: Loan underwriting has grown more conservative in construction, with an increase in leveraging and equity requirements. Additionally, more strict lending standards could pose a constraint to affordable housing. An increase of one percentage point can make a monthly payment out of reach for many lower- income households. Typically, conventional home loans will require 80% loan-to-value and represent the largest constraint to homebuyers. Another impediment to homeownership is credit worthiness. According to the Federal Housing Authority, lenders consider a person's debt-to-income ratio, cash available for down payment, and credit history, when determining a maximum loan amount. Many financial institutions are willing to significantly decrease down payment requirements and increase loan amounts to persons with good credit rating. Persons with poor credit ratings may be forced to accept a higher interest rate or a loan amount inadequate to purchase a house. Poor credit rating can be especially damaging to lower-income residents, who have fewer financial resources with which to qualify for a loan.

AB 1482: Expands rent control to protect units built over 15 years ago and places an annual cap on rent to 5% plus inflation. AB 1482 was signed by Governor Newsom on October 8, 2019 but did not go into effect until January 1st, 2020. The unintended consequence of the passing of this bill has been the surge of eviction notices and large increase in rent towards tenants, specifically for low- income households.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The City will continue to seek replacement funding assistance for affordable housing. This year, the City opened a new affordable housing development, Veterans Village, which will provide 41 units of supportive housing for veterans The City partnered with New Directions to provide social services, and had Mercy Housing, an affordable housing developer manage the project. The City continues to actively pursue legislation that addresses funding mechanisms to preserve and develop more affordable housing in the area.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Each year, LAHSA conducts a point in time survey to count the number of homeless individuals, sheltered or unsheltered, living throughout the County. According to LAHSA, the number of individuals experiencing homelessness in Los Angeles County increased by 44 percent from 33,243 in 2010 to 58,936 in 2019. El Monte is located within Service Planning Area (SPA) 3. According to the 2019 Greater Los Angeles Homeless Count for SPA 3, there are a total of 4,489 homeless people. 1,197 (27 percent) are estimated to be sheltered and 3,292(73 percent) are estimated to be unsheltered. The number of homeless people in SPA 3 has increased by 25 percent since 2018. It is estimated that approximately 616 (14 percent) are part of a family, with a significant increase in percent change from 2018, by 33.6 percent. 2019 LAHSA Homeless Count data also reports 428 people being homeless in the City El Monte.

As already discussed in SP 30, in 2018, El Monte created a "Plan to Prevent and Combat Homelessness". Goals and supporting actions of the plan include "Expanding access to workforce development and employment programs" and to "Increase engagement activities and links to crisis response systems".

Street Outreach and Supportive Services

El Monte's Police Department conducts homelessness outreach and enforcement as needed. Additionally, its TOUCH Program provides a Mental Health Evaluation Team outreach worker one day per week, funded by the Los Angeles County Department of Mental Health.

Additionally, the Police Department has increased its outreach capacity by partnering with Los Angeles Sheriff's Department Homeless Outreach Services Team (HOST). The Los Angeles County health and human services departments have offices in El Monte that serve all of Service Planning Area 3. These include the Department of Public Social Services, the Department of Mental Health, the Department of Public Health, and the Department of Health Services.

Local non-profits such as Foothill Family, also provide mental health and social services for at-risk children and families. Faith-based community partners, including Our Savior Center, Catholic Charities, Valley Community Church, and Cavalry, provide a variety of services including health clinics.

Local and regional non-profit organizations Family Promise of San Gabriel Valley and Operation Healthy Hearts provide employment services to people who are at risk or are currently experiencing homelessness in El Monte. The City has multiple partnerships focused on helping the homeless population, including families with children and people facing addiction and unaccompanied youth. The partnerships provide transitional housing, mental health services, food, clothing and social services to help El Monte's homeless population. Examples include Volunteers of America, Family Promise of San Gabriel Valley, and Union Station. (Please see MA 30, Homeless Facilities and Services for a detailed list of homeless service providers).

Addressing the emergency and transitional housing needs of homeless persons

The State legislature continues to recognize the growing problem of homelessness, the complex causes associated with homelessness (including lack of affordable housing, mental illness and substance abuse, and release from prison), the lack of facilities available for individuals and families, and the need for all communities to provide housing opportunities for this segment of the population.

El Monte has an estimated 428 homeless people, 94.2 percent are unsheltered, with only 5.8 percent in shelters. More than half (53 percent) of the City's unsheltered are living on the street and 18 percent living in makeshift shelters. The Census definition includes people staying in shelters and hotels/motels that were used as shelter. Senate Bill 2 was enacted to address this need, which allows for a continuum of housing opportunities for homeless people, including emergency shelter, transitional housing, and permanent supportive housing. The table below comes from the City's Homeless Plan and identified all shelters and supportive housing available in El Monte.

Housing Project Type	**Total Beds/ Units**
Emergency Shelter	250
Transitional Housing	42
Rapid Re- Housing	6
Permanent Supportive Housing (El Monte Veterans Village, Mercy Housing)	44
Permanent Supportive Housing – Community Housing Options and Independent Supportive Sites (Alliance for Housing and Healing)	34

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The City has a number of facilities that provide housing for people not living in permanent housing. Additional beds are available for individuals and families recovering from substance

abuse or other conditions. Conversations with providers indicate that many of these facilities are used by people who are in transitional living situations. The table above also shows how many shelter, permanent supportive housing and transitional housing beds/ housing units El Monte has, totaling 376, majority of which are emergency shelter beds.

The City will continue to focus on the development of sustainable and effective programming, including: applying for short and long-term available funding; partnerships with experienced service providers capable of leveraging other funding; the ability to create or secure affordable housing; perform homeless prevention and case management; and engage the homeless through a street outreach component in order to better connect them to available services. The City's goal is to expand on current homeless programs and activities to assist with their successful transition toward self-sufficiency.

The City also works with Volunteers of America, Los Angeles (VOALA) to help homeless persons navigate through multiple services, which include searching for rapid- rehousing, permanent supportive housing and placement services. VOALA has a database of more than 100 landlords and available housing listings. Staff assists homeless clients with finding housing and moving in. On average, it takes 30 - 45 days to enroll a client into permanent housing . VOALA also provides financial assistance to eligible households, aiding with costs related to one's security deposit, utility arrears, short-term rental assistance, and moving expenses. Based on past experience with homelessness prevention, VOALA anticipates an average need of $3,000 per household.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

The City plans to continue in supporting the operations of LAHSA which in-turn provides supportive services for persons who are homeless or at risk of becoming homeless. LAHSA coordinates and manages over $300 million dollars annually in Federal, State, County and City funds for programs providing shelter, housing and services to homeless persons in Los Angeles City and County. As an active participant in the LACoC program, residents of Whittier can access services depending on their level of need.

Additionally, in 2018, El Monte City Council adopted a "Plan to Prevent and Combat Homelessness". Goals and supporting actions of the plan include services to prevent homelessness for at risk households:

- **Expanding access to workforce development and employment programs**
    - Employ CalWORKS-Subsidized Program participants in City assignments.
    - Recruit a percentage of homeless or formerly homeless individuals for City assignments.

    - Engage local business groups, business owners, and those doing business with the City to encourage participation in workforce development programs and job placement.
- **Increase engagement activities and links to crisis response systems**
    - Explore funding allocations to outreach activities, including to fund prevention services (e.g., through L.A. County's 211 health and human services program).
    - Identify departmental staff most likely to engage with homeless and at-risk populations.
    - Implement a protocol for staff to contact outreach teams via the LAHSA Outreach Web Portal to assist those experiencing homelessness and connect those at risk of homelessness to prevention services.
    - Explore partnership with homeless service providers and/or neighboring cities looking to expand outreach capacity.
    - Increase coordination with local school districts and area colleges to identify and reach out to students experiencing or at risk of homelessness.
- **Increase the Number of Affordable/Supportive Housing Units**
    - Identify public or privately-owned sites for development of a shelter serving homeless families and/or homeless individuals.
    - Pursue Measure H acquisition/rehab funding (Strategy E8) and other County Homeless Initiative capital funds.
    - Pursue Measure H funding (Strategy B7) for shelter beds serving as interim/bridge housing for persons exiting institutions.
    - Safe parking program for RVs, vans, etc.
    - Transportation vouchers for access to offsite services
    - Drop-in center for homeless or at-risk transition-age youth
    - Explore feasibility of implementing or expanding affordable and supportive housing policies.
    - Pursue strategies that generate funding to develop affordable and supportive housing.
    - Explore acquisition of single-family homes to implement shared housing models for specific homeless populations, e.g., seniors and transition-age youth (TAY)
    - Identify publicly owned sites for housing homeless families and individuals.
    - Identify blighted or underutilized private sites for housing homeless families and individuals.
    - Expand rapid re-housing units in the City.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

Since 1978, the federal government has banned the use of lead-based paint (LBP), leaving older homes vulnerable to LBP. Homes built prior to 1978 are recognized as possibly containing LBP. Health hazards occur when the paint chips and is inhaled by residents, more specifically children. As a means of better protecting children and families against lead poisoning, in 1999 HUD instituted revised lead-based paint regulations focused around the following five activities:

- Notification;
- Lead Hazard Evaluation;
- Lead Hazard Reduction;
- Ongoing Maintenance; and
- Response to Children with Environmental Intervention Blood Lead Level.

Following federal regulations and the City of El Monte's policy regarding the identification of lead-based paint hazards, any housing built before to 1978 must undergo lead-based paint testing prior to receiving funding for rehabilitation. If deteriorated lead-based paint surfaces are found, it must be stabilized during the rehabilitation of the property. Lead based paint abatement must be performed by a certified lead-based paint professional. Clearance Inspection must also be issued by the certified lead-based paint assessor prior to the issuance of the Notice of Completion. LBP abatement efforts in El Monte are provided through the cooperative efforts of the Los Angeles County Public Health Department and is part of the City's Housing Rehabilitation Program, Homeowner's Assistance Program, and the Acquisition/Rehabilitation/New Construction of Affordable Rental Housing Program. Units within rental housing projects selected for rehabilitation are tested if not statutorily exempt. Elimination or encapsulation remedies are implemented if lead is detected and is paid for by either the developer of the project, or with CDBG or HOME funds, as appropriate.

How are the actions listed above related to the extent of lead poisoning and hazards?

The City of El Monte does have an older housing stock, making it clear that rehabilitation is necessary and may include lead- based paint (LBP) abatement. According to 2013-2017 ACS Data, 21,294 or 72 percent of units were built prior to 1980 and are at risk of lead-based paint hazard. Of those units, 8,476 or 70.9 percent of owner- occupied units and 12,819 or 72.84 percent of renter- occupied units are at risk of lead-based paint hazard, illustrating again that both owners and renters are equally vulnerable to LBP hazard. All contractors performing renovation, repair, and painting projects that disturb LBP in homes, childcare facilities and schools built prior to 1978 must be certified and follow certain work standards to prevent lead contamination.

Housing built more than 30 years ago (built prior to 1990) definitely requires maintenance to remain habitable. Homes built more than 70 years ago, unless regularly maintained, require

substantial rehabilitation. Approximately 80 percent of owner- occupied units and 83 percent of renter- occupied units are more than 30 years old, requiring some form of rehabilitation/ maintenance in prior years.

Additionally, 58 percent of renters and 40 percent of owners indicate having “one selected condition” in their housing. Such data indicates that both owners and renters may need financial support with maintaining their units, especially since the majority of housing in El Monte is more than 30 years old in age. Finally, 16 percent of renters and 4 percent of owners are estimated to have “two selected conditions”.

Lead poisoning education and abatement efforts in El Monte are provided through the cooperative efforts of the County Public Health Department. The abatement of lead-based hazards is a vital component of the City of El Monte's Housing Rehabilitation Loan Program. All housing rehabilitation projects are assessed for lead based paint and lead based paint abatements are performed by licensed contractors.

How are the actions listed above integrated into housing policies and procedures?

Adhering to both federal regulations and the City of El Monte’s policy regarding the identification of lead-based paint hazards, all housing built prior to 1978 must undergo lead-based paint testing prior to obtaining funding for rehabilitation. If deteriorated lead-based paint surfaces are found, it must be stabilized during the restoration of the property. Abatement must be performed by a certified lead-based paint professional and a Clearance Inspection must be issued by the certified lead-based paint assessor prior to the issuance of the Notice of Completion.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

2013- 2017 ACS estimates report 22.6 percent of individuals in El Monte are living below the poverty level, which is 7.5 percent higher when compared to the State's poverty level. HUD's 2011- 2015 Comprehensive Housing Affordability Strategy (CHAS) reports that 8,815 households in El Monte are living with an HAMFI between 0 - 30 percent, making them most vulnerable to homelessness and living in poverty. Furthermore, large families and female headed households with children are more likely to require special assistance with affordable housing, accessible day care, health care and other forms of supportive services. The Department of Housing and Community Development defines large households as households having five or more members. HUD's 2011- 2015 Comprehensive Housing Affordability Strategy (CHAS) reports that 1, 720 households living with an HAMFI between 0 -30 percent are also identified as large family households and 2,270 households with an HAMFI between 0 30 percent report having one or more children 6 years old or younger. CHAS Data also indicates that households with a 0-30 percent HAMFI, comprise more than half (52.9 percent) of low-income households facing a housing cost burden of more than 50 percent. Finally, 2013- 2017 ACS Estimates report that approximately 20 percent of El Monte's households are female householders with no husband present. Majority of El Monte's female households with no husband present are between the ages of 35- 64 years old (9.2 percent) and are also renters (12.7 percent).

The City of El Monte plans to allocate available resources (CDBG, HOME, and ESG) to support public service programs for the benefit of low- to moderate-income residents as well as expand and create new partnerships with service providers and community-based organizations to provide community enrichment programming, affordable housing, case management services, and the development of life skills and self-sufficiency. These actions will be achieved by:

• Creating new affordable housing by leveraging limited funding resources with private, federal, and state governmental subsidies and grants;

• Allocating a maximum of 15 percent of CDBG entitlement funds for public services to lower income households; and

• Supporting homeless outreach via the City's contract with Volunteers of America of Los Angeles (VOALA).

The City will also continue leveraging current relationships with organizations to provide a continuum of services addressing the full range of needs of low- and moderate-income families. The City recognizes that a goal to reduce poverty will contribute to the economic wellbeing of individuals and families. The families whose income increases above the poverty level will be able to live independent of public and private assistance.

To the greatest extent feasible, the City will provide job training, employment, and contracting opportunities for low or very low-income residents in connection with housing and public construction projects.

The City of El Monte has identified long-range strategies, activities and funding sources to implement the goals in the areas of housing and community development services for the benefit of the residents.

• The City will continue to seek other resources and funding sources to address the biggest obstacle to meeting the community's underserved needs, which is the lack of funding and/or inadequate funding.

• The City will look for innovative and creative ways to make its delivery systems more comprehensive and will continue existing partnerships with both for-profit and not-for-profit organizations.

• The City will use HOME and CDBG funds to concentrate on affordable rental housing, homebuyer, and homeowner rehabilitation programs.

• The City is currently addressing certain housing needs with federal funds such as availability, condition, and fair housing practices to prevent homelessness.

• The City is also addressing community development needs with federal funds such as improving public infrastructure and facilities and providing public services.

• The City is working with surrounding jurisdictions on a regional approach to meeting the underserved needs.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan?

The City's anti-poverty strategy is close in coordination with the goals and objectives of the entirety of the City's affordable housing plan. Such goals include: reducing poverty, creating new and affordable housing, promoting services for at-risk populations, expanding job training, and providing public and social services. The City will also continue partnering with organizations to provide a continuum of services addressing the full range of needs of low-and moderate-income families.

All communities share a goal to eliminate poverty. The City recognizes that a goal to decrease poverty will contribute to the economic wellbeing of individuals and families. The families whose income increases above the poverty level will be able to live independent of public and private assistance.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City's Economic Development Department is responsible for ensuring that the receipt and expenditure of HUD funds comply with program requirements through the monitoring of program performance. Careful evaluation of the housing and public service delivery system can be the most effective tool in detecting gaps and making appropriate modifications. El Monte will follow monitoring procedures identified in the City's Sub-recipient Monitoring Protocol. Other procedures will include in-house review of progress reports and expenditures, and on-site visits to ensure compliance with federal regulations. The monitoring system will encourage uniform reporting to achieve consistent information on beneficiaries. Monitoring will also aim at resolving any program or accounting findings or other problems that may keep an organization from meeting its contractual obligations. Technical assistance will be provided where necessary. Furthermore, project and financial data on CDBG/HOME and ESG funded activities will be maintained using HUD's IDIS (Integrated Disbursement Information System) software. Use of this system allows HUD staff easy access to local data for review and progress evaluation.

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

For the fiscal year 2020/21, the City of El Monte will have a total of $2,304,180 in CDBG funds. This total amount is comprised of $1,749,990 in Fiscal 2019/20 CDBG entitlement funds and an estimated $554,280 in program income. The City does not have any income from float-funded activities or surplus from urban renewal settlements, sale of real property, prior period adjustments, loans outstanding or written off, CDBG acquired property available for sale, or lump sum drawdown payments. Nor is the City funding any "urgent need activities." CDBG funds will be used for public services, three capital improvement projects, two public facility projects, housing rehabilitation, repayment of Section 108 loans, CDBG administration, and fair housing services.

The City of El Monte will also have approximately $2,380,986 in HOME Program funds comprised of a FY 2020/21 allocation of $684,022, a carryover balance of $1,382,998 and estimated program income in the amount of $179,628. The City will use HOME funds for administration of the HOME program and for affordable housing development.

Finally, the City of El Monte will have approximately $5,157,737 in ESG COVID-19 related funds

from the CARES Act that well assist with municipal funding shortfalls.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		

CDBG	Public-Federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	$1,749,900	$554,280	0	$2,304,180	0	Entitlement funds allocation plus estimated program income plus prior-year resources.
HOME	Public-Federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	$684,022	$179,628	$1,382,998	$2,380,968	0	Entitlement funds allocation plus estimated program income plus prior-year resources.
ESG	Public-Federal	emergency shelter and outreach administrative costs homelessness prevention assistance	$5,157,737	0	0	$5,157,737	0	CARES Act funds which are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19)

Table 59 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City will attempt to leverage grants and other funding when appropriate to meet the objective of the Annual Action Plan. The City will add local funds (including unexpended CDBG funds from prior years if available) to further support the organizations and individuals receiving CDBG funding. HOME and ESG funded projects require matching funds to be committed prior to funding commitments being made by the City of El Monte. For the ESG projects, Volunteers of America provides substantial matching funds for Street Outreach, Homeless Prevention, and Rapid Re-Housing projects. Federal funds may also be leveraged with Los Angeles County

Measure H funds which are used to prevent and combat homelessness in the City**.**

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Not Applicable

Discussion

Refer to narrative above

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Provide decent affordable housing	2020	2021	Affordable Housing	City Wide	Provide decent affordable housing	**CDBG: $100,000** **HOME: $1,837,175**	Affordable housing new construction: 51 units Residential Rehab: 5 housing units Multi-Family Rental Rehab:
2	Maintain and Promote neighborhood preservation	2020	2024	Affordable housing Non-Housing Community Development	City Wide Qualified Census Tracts	Maintain and promote neighborhood preservation Construct or upgrade public facilities and infrastructure	**CDBG: $500,000**	Commercial Façade: 10 businesses Code Enforcement: 250 households (or individuals)
3	Support special needs programs and services	2020	2024	Non-Homeless Special Needs	City Wide Qualified Census Tracts	Support special needs programs and services Fair Housing	**CDBG: $629,914** **ESG: $4,781,537**	Utility Assistance: 205 households Housing Rights: 300 persons; Legal Services: 80 persons;

OMB Control No: 2506-0117 (exp. 06/30/2018)

								Integrated Care Management: 50 persons; Food Program: 2,200 persons; Homeless Programs:4,433 households (or individuals)
4	Construct or upgrade public facilities and infrastructure	2020	2024	Non-Housing Community Development	City Wide Qualified Census Tracts	Construct or upgrade public facilities and infrastructure	**CDBG: $350,000**	Graffiti Abatement: 17,000 sites
5	Economic Development	2020	2024	Non-Housing Community Development	City Wide Qualified Census Tracts	Support special needs programs and services	**CDBG: $383,443**	Section 108 loan program: 3,000 low to moderate-income families (or individuals)
6	CDBG Grant Administration	2020	2024	Affordable Housing Public Housing Homelessness Non-Homelessness Special Needs Non-Housing Community Development	City Wide Qualified Census Tracts	Provide decent affordable housing Maintain and promote neighborhood preservation Support special needs programs and service Construct or upgrade public facilities and infrastructure Fair Housing	**CDBG: $460,836** **HOME: $307,050** **ESG: $527,091**	

Table 60 – Goals Summary

OMB Control No: 2506-0117 (exp. 06/30/2018)

Projects

AP-35 Projects – 91.220(d)

Introduction

The City plans to undertake the following CDBG, HOME, and ESG activities during Fiscal Year 2020/21 to address its priority housing, community development, and homeless needs. All proposed activities are eligible and meet program service targets. Additionally, the City of El Monte has not exceeded any of its maximum allocations for CDBG public services, CDBG administration, HOME administration, or ESG administration. With a proposed CDBG allocation of $1,749,900, the City of El Monte is allowed to exceed the maximum of 15%, in public services if the activities are in response to COVID-19 impacts. This Annual Action Plan proposes to allocate $629,914 in public services towards the following activities: Fair Housing Program ($27,000);Utility Assistance Program ($246,610), El Monte Legal Services Clinics ($75,000) Community and Senior Services Integrated Care Management ($61,304); Nutrition Program ($220,000). CDBG regulations also permit a maximum allocation of 20% for CDBG administration activities. Next, a maximum of 20% in HOME administration activities is allowed to be allocated in FY 2020/21 and the City has allocated $307,050 for the HOME Program Administration activity.

It is important to note that the activities are only proposed; as such the funding commitments have not been issued to the respective agencies or organizations. Each planned activity must first complete all due diligence requirements as required by City of El Monte and by HUD Regulations as necessary. Upon completion of the due diligence and approval by the City of El Monte staff, the City and the respective organizations shall enter into a funding agreement (or contract) for delivery of the activity. In all cases, activities must be primarily for the benefit of low- to moderate-income persons and/or households within the City of El Monte jurisdiction.

#	Project Name
1	CDBG: Administration
2	CDBG: Commercial Façade Program
3	CDBG: Code Enforcement
4	CDBG: Utility Assistance Program
5	CDBG: Residential Rehab
6	CDBG: Graffiti Abatement
7	CDBG: Housing Rights Center
8	CDBG: Neighborhood Legal Services Clinics
9	CDBG: Integrated Care Management
10	CDBG: Food Program
11	CDBG: Aquatic Center (City)
12	CDBG: Peck/Ramona Triangle
13	HOME: Administration Funds
14	HOME: CHDO Reserve
15	HOME: Domus (Tyler/Ramona)

16	HOME: Linc Development (Ramona Housing)
17	HOME: Multi-Family Rehab
18	HOME: Acquisition & New Construction- Not programmed
19	ESG: Administration
20	ESG: Street Outreach
21	ESG: Homeless Prevention
22	ESG: Rapid Rehousing
23	ESG CV2: Administration
24	ESG CV2: Volunteers of America
25	ESG CV2: Street Outreach
26	ESG CV2: Rapid Rehousing

Table 61 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

El Monte will use a place-based strategy during the planning period. The geographic distribution of funding is predicated somewhat on the nature of the activity to be funded. It is the City's intent to fund activities in the areas most directly affected by the needs of low-income residents and those with other special needs. The Annual Action Plan directs investment geographically to an area benefit neighborhood. The area benefit category is the most commonly used national objective for activities that benefit a residential neighborhood. An area benefit activity is one that benefits all residents in a particular area, where at least 51% of the residents are low-and moderate-income persons. Public infrastructure improvements are an area benefit activity when they are located in a predominately low-and moderate-income neighborhood. One of the greatest obstacles in meeting the underserved needs of low-and moderate-income persons is having limited financial resources. The City will continue to use CDBG, HOME and ESG funding to support public services agencies that address special needs populations, including, the homeless, those at risk of homelessness, seniors, female-headed households, victims of domestic violence, and disabled youth and adults.

AP-38 Project Summary

Project Summary Information

1	Project Name	CDBG: Administration
	Target Area	City Wide Qualified Census Tracts

	Goals Supported	Provide decent affordable housing Maintain and promote neighborhood preservation Support special needs programs and services CDBG Grant Administration
	Needs Addressed	Provide decent affordable housing Maintain and promote neighborhood preservation Support special needs programs and services Construct or upgrade public facilities and infrastructure Fair housing
	Funding	CDBG: $460,836
	Description	Planning and Administration of the 2020 CDBG program.
	Target Date	June 30, 2021
	Location Description	City Wide
	Planned Activities	See Description.
2	Project Name	Commercial Façade Program
	Target Area	Maintain and promote neighborhood preservation
	Goals Supported	Maintain and promote neighborhood preservation
	Needs Addressed	City Wide
	Funding	CDBG: $200,000
	Description	Provide financial assistance in the form of a matching grant to commercial property and/or business owners to make façade/exterior improvements to commercial buildings.
	Target Date	June 30, 2021
	Location Description	City Wide
	Planned Activities	Same as description.

3	Project Name	CDBG: Code Enforcement
	Target Area	City Wide
	Goals Supported	Maintain and promote neighborhood preservation
	Needs Addressed	Maintain and promote neighborhood preservation
	Funding	CDBG: $300,000
	Description	This program helps to stabilize and protect property values in the community by enforcing existing property maintenance, health and safety, building standards and other code enforcement requirements, in eligible low-income deteriorating neighborhoods.
	Target Date	June 30, 2021
	Location Description	City Wide
	Planned Activities	Same as description.
4	Project Name	CDBG: Utility Assistance Program
	Target Area	City Wide
	Goals Supported	Support special needs programs and services
	Needs Addressed	Support special needs programs and services
	Funding	CDBG: $246,610
	Description	This program offers a financial assistance to eligible low-income households for utility assistance.
	Target Date	June 30, 2021
	Location Description	City Wide
	Planned Activities	Same as description.
5	Project Name	CDBG: Residential Rehab
	Target Area	City Wide
	Goals Supported	Maintain and promote neighborhood preservation

	Needs Addressed	Preserve the supply of affordable housing
	Funding	CDBG: $100,000
	Description	The City of El Monte's Housing Rehabilitation Program provides two forms of assistance to eligible El Monte property-owners: The Housing Rehabilitation Loan Program and the Minor Home Repair Grant Program. The Housing Rehabilitation Loan Program is a second mortgage loan designed to assist income eligible El Monte Homeowners improve the condition of their homes to meet the City's health and safety code requirements. Program eligibility is based on household size and level of income. Households with income at or below 80% of Area Median Income may be eligible for a minimum loan amount of $15,000 up to a maximum loan amount of $80,000. The Minor Home Repair Program provides funds in the form of a grant to income eligible El Monte Homeowners to be used for a minimal level of rehabilitation projects including handicap access, energy conservation, weatherization, and emergency repairs. Program eligibility is based on household size and level of income. Households with income at or below 50% of Area Median Income may be eligible for a minimum grant amount of $2,000 up to a maximum grant amount of $25,000.
	Target Date	June 30, 2021
	Location Description	City Wide
	Planned Activities	Same as description.
6	Project Name	CDBG: Graffiti Abatement
	Target Area	Citywide
	Goals Supported	Infrastructure and Public Facility
	Needs Addressed	Infrastructure and Public Facilities
	Funding	CDBG: $350,000
	Description	The Graffiti Abatement Program operates in CDBG low- and moderate-income service areas throughout the city to remove graffiti from hardscape areas such as walls, sidewalks, street

		furniture, poles and signs. Funds pay for labor, supplies and material.
	Target Date	June 30, 2021
	Location Description	City Wide
	Planned Activities	Same as description.
7	Project Name	CDBG: Housing Rights Center
	Target Area	City Wide
	Goals Supported	Support Special Needs Programs and Services
	Needs Addressed	Fair Housing
	Funding	CDBG: $27,000
	Description	The goal of the Housing Rights Center's Fair Housing Program is to "affirmatively further fair housing" and to prevent homelessness. Since the commencement of the 2008/09 program year, 100% of El Monte residents served by HRC were of low- to moderate-income, thus confirming a high probability that HRC's proposal will enable El Monte to satisfy HUD's guidelines for use of CDBG funds. The goals of the Housing Rights Center's Fair Housing Program are threefold: (1) to educate the community on the fair housing laws, (2) to resolve complaints of housing discrimination, and (3) to ensure equal housing opportunity for those living in El Monte and for those that seek housing in El Monte.
	Target Date	June 30, 2021
	Location Description	City Wide
	Planned Activities	Same as description.
8	Project Name	CDBG: Neighborhood Legal Services Clinics
	Target Area	City Wide
	Goals Supported	Support Special Needs Programs and Services
	Needs Addressed	Support Special Needs Programs and Services

	Funding	CDBG: $75,000
	Description	In support of El Monte's Consolidated Plan, to provide "homeless prevention" through "supportive services," NLSLA proposes to establish The El Monte Legal Assistance (TELA) Clinics to provide supportive legal services to residents of El Monte, including those who are homeless or at risk of becoming homeless. The City of El Monte has identified that some of the greatest obstacles in meeting the underserved needs of low- income persons is not having access to: 1) affordable housing; 2) income stabilizing benefits such as CalWorks, and CalFresh; and 3) affordable health care. NLSLA's TELA project will address these legal barriers, helping El Monte residents secure a foothold on the path to economic security.
	Target Date	June 30, 2021
	Location Description	3629 Santa Anita Avenue, Suite 109, CA 91731
	Planned Activities	Same as description.
9	Project Name	CDBG: Community and Senior Service Integrated Care Management
	Target Area	City Wide
	Goals Supported	Support Special Needs Programs and Services
	Needs Addressed	Support Special Needs Programs and Services
	Funding	CDBG: $61,304
	Description	The purpose of the Integrated Care Management program is to provide case management services to individuals who require assistance to maintain independence and age at home safely and with dignity. Special focus is given to enroll the frail elderly and severely disabled that have little to no support system. The program will provide a high level of involvement in the lives of the frail, homebound and elderly clients. The proposed program provides quality supportive services so that elderly and persons with special needs live as independently as possible. With CDBG funding the city looks to modify the existing program by combining integrated care management with information and referral. The purpose of the Information and Referral program

		is to empower clients to resolve short term problems or benefit issues.
	Target Date	June 30, 2021
	Location Description	City Wide
	Planned Activities	Same as description.
10	Project Name	CDBG: Food Program
	Target Area	City Wide
	Goals Supported	Support special needs programs and services
	Needs Addressed	Support special needs programs and services
	Funding	CDBG: $220,000
	Description	This program offers a food to eligible low-income households. The program offers participants a collection of predetermined local grocery/farmers market items.
	Target Date	June 30, 2021
	Location Description	City Wide
	Planned Activities	Same as description.
11	Project Name	CDBG: Aquatic Center (City)
	Target Area	City Wide
	Goals Supported	Economic Development
	Needs Addressed	Maintain and Promote Neighborhood Preservation
	Funding	CDBG: $223,707
	Description	CDBG funds will be used to make a Section 108 loan payment for the Aquatic Center Project.
	Target Date	June 30, 2021
	Location Description	11333 Valley Boulevard, El Monte, CA 91731

	Planned Activities	Same as description.
12	Project Name	CDBG: Peck/Ramona Triangle (M&A Gabaee)
	Target Area	City Wide
	Goals Supported	Economic Development
	Needs Addressed	Maintain and Promote Neighborhood Preservation
	Funding	CDBG: $159,736
	Description	CDBG funds will be used to make a section 108 loan payment for Peck/Ramona Triangle.
	Target Date	June 30,2021
	Location Description	11333 Valley Boulevard, El Monte, CA 91731
	Planned Activities	Same as description.
13	Project Name	HOME: Administration
	Target Area	City Wide
	Goals Supported	Provide decent affordable housing Maintain and promote neighborhood preservation
	Needs Addressed	Provide decent affordable housing Maintain and promote neighborhood preservation Fair Housing
	Funding	Home: $307,050
	Description	Administration of the FY2020 Home program.
	Target Date	June 30,2021
	Location Description	Jurisdiction wide administration of the Home Program.
	Planned Activities	Same as description.
14	Project Name	HOME: CHDO Reserve

	Target Area	City Wide
	Goals Supported	Provide decent affordable housing
	Needs Addressed	Provide decent affordable housing
	Funding	Home: $428,825
	Description	HUD regulations require each grantee to set aside a minimum of 15% of the annual HOME allocation for projects and activities carried out by Community Housing Development Organizations (CHDOs). The City of El Monte will partner with a local certified CHDO to develop additional affordable housing units within the jurisdiction.
	Target Date	June 30, 2021
	Location Description	City Wide
	Planned Activities	Same as description.
15	Project Name	HOME: Domus (Tyler/Ramona)
	Target Area	Tyler/Ramona
	Goals Supported	Provide Decent and Affordable Housing
	Needs Addressed	Provide Decent and Affordable Housing
	Funding	Home: $658,350
	Description	Located in the vibrant Downtown core of El Monte is a new 100% affordable housing development. The site which is composed of 3 parcels totaling 36, 329 square feet (0.83 acres) will be the location of 51 affordable housing units. The units will range from one to three bedrooms. 24 of the units will be intended for homeless students and families. The remaining 26 units will be for residents with incomes ranging from 30-60 percent of the median income and one used for on-site management.
	Target Date	June 30,2021
	Location Description	3436 Tyler Ave, El Monte, CA 91731

	Planned Activities	Same as description.
16	Project Name	HOME: Linc Development Housing (Ramona Housing)
	Target Area	City Wide
	Goals Supported	Provide Decent and Affordable Housing
	Needs Addressed	Provide Decent and Affordable Housing
	Funding	Home: $500,000
	Description	Development of affordable housing
	Target Date	June 30,2021
	Location Description	City Wide
	Planned Activities	Same as description.
17	Project Name	HOME: Multi Family Rehab
	Target Area	City Wide
	Goals Supported	Maintain and Promote Neighborhood Preservation
	Needs Addressed	Maintain and Promote Neighborhood Preservation
	Funding	Home: $250,000
	Description	This program provides multi-family rehabilitation for rental units, occupied by eligible participants. The property must be brought up to certain housing standards as part of the rehab assistance.
	Target Date	June 30,2021
	Location Description	City Wide
	Planned Activities	Same as description.
18	Project Name	HOME: Acquisition & New Construction-Not Programmed
	Target Area	Unprogrammed
	Goals Supported	Unprogrammed

	Needs Addressed	Unprogrammed
	Funding	Home: $236,743
	Description	Unprogrammed
	Target Date	June 30,2021
	Location Description	Unprogrammed
	Planned Activities	Same as description.
19	Project Name	ESG: Administration
	Target Area	City Wide
	Goals Supported	Planning and Administration of the 2020 ESG program.
	Needs Addressed	Planning and Administration of the 2020 ESG program.
	Funding	ESG: $11,317
	Description	Administration of the FY2020 ESG program.
	Target Date	June 30,2021
	Location Description	City Wide
	Planned Activities	Same as description.
20	Project Name	ESG: Street Outreach
	Target Area	City Wide
	Goals Supported	Support special needs programs and services
	Needs Addressed	Support special needs programs and services
	Funding	ESG: $50,000
	Description	This program will offer outreach services to homeless populations. The program will offer resources with the goal of connecting and placing people experiencing homelessness into housing.
	Target Date	June 30,2021

	Location Description	City Wide
	Planned Activities	Same as description.
21	Project Name	ESG: Homeless Prevention
	Target Area	City Wide
	Goals Supported	Support special needs programs and services
	Needs Addressed	Support special needs programs and services
	Funding	ESG: $44,787
	Description	The program will provide households at-risk of experiencing homelessness with housing stability services.
	Target Date	June 30,2021
	Location Description	City Wide
	Planned Activities	Same as description.
22	Project Name	ESG: Rapid Rehousing
	Target Area	City Wide
	Goals Supported	Support special needs programs and services
	Needs Addressed	Support special needs programs and services
	Funding	ESG: $44,787
	Description	The program will provide rapid rehousing services to households experiencing homelessness, including placement into permanent housing.
	Target Date	June 30,2021
	Location Description	City Wide
	Planned Activities	Same as description.
23	Project Name	ESG CV2: Administration
	Target Area	City Wide

	Goals Supported	Planning and Administration of the 2020 ESG-CV2 program activities.
	Needs Addressed	Planning and Administration of the 2020 ESG-CV2 program activities.
	Funding	ESG CV2: $515,774
	Description	Administration of the FY2020 ESG-CV2 program activities.
	Target Date	June 30,2021
	Location Description	City Wide
	Planned Activities	Same as description.
24	Project Name	ESG CV2: Volunteers of America
	Target Area	City Wide
	Goals Supported	Support special needs programs and services
	Needs Addressed	Support special needs programs and services
	Funding	ESG CV2: $517,183
	Description	VOALA's street outreach, rapid re-housing and homelessness prevention programs work to address the challenge of homelessness in El Monte. Programs serve a wide range of sub-populations, including the chronically homeless, individuals, families, Veterans, persons with substance abuse dependency, those with mental illness, and the dually diagnosed. These programs directly address several key consolidated plan priorities, including providing homeless prevention, general short-term rental assistance, and supportive services for the homeless; and increasing supportive services for persons recovering from substance abuse and persons with mental illness. The proposed program services have been designed based on VOALA's experience providing outreach, rapid re-housing, and homelessness prevention services over the past year, as well as VOALA's significant experience in serving those who are homeless in El Monte through our El Monte Outreach and Access Center.

	Target Date	June 30,2021
	Location Description	City Wide
	Planned Activities	Same as description.
25	Project Name	ESG CV2: Street Outreach
	Target Area	City Wide
	Goals Supported	Support special needs programs and services
	Needs Addressed	Support special needs programs and services
	Funding	ESG CV2: $500,000
	Description	This program will offer outreach services to homeless populations. The program will offer resources with the goal of connecting and placing people experiencing homelessness into housing. These funds will help fund a City Outreach Coordinator.
	Target Date	June 30,2021
	Location Description	City Wide
	Planned Activities	Same as description.
26	Project Name	ESG CV2: Rapid Rehousing
	Target Area	City Wide
	Goals Supported	Support special needs programs and services
	Needs Addressed	Support special needs programs and services
	Funding	ESG CV2: $3,624,780
	Description	The program will provide rapid rehousing services to households experiencing homelessness, including placement into permanent housing.
	Target Date	June 30,2021
	Location Description	City Wide
	Planned Activities	Same as description.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

El Monte will use a place-based strategy during the planning period. The geographic distribution of funding is established somewhat on the nature of the activity to be funded. It is the City's intent to fund activities in the areas affected by the needs of low-income residents and those with other special needs. The Annual Action Plan directs investment geographically to an area benefit neighborhood. The area benefit category is the most commonly used national objective for activities that benefit a residential neighborhood. An area benefit activity is one that benefits all residents in a particular area, where at least 51% of the residents are low- and moderate-income persons. Public infrastructure improvements are an area benefit activity when they are located in a predominately low-and moderate-income neighborhood.

Geographic Distribution

Target Area	Percentage of Funds
City Wide	80%
Qualified Census Tracts	20%

Table 62 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

El Monte will use a place-based strategy during the planning period. The geographic distribution of funding is established somewhat on the nature of the activity to be funded. All public service programs, including those for the homeless, and housing projects funded with CDBG, HOME, or ESG will be available citywide to eligible persons. Public facility and infrastructure improvements are generally eligible based on an area benefit, meaning the projects are located in a predominately low-and moderate-income neighborhood.

Discussion

Refer to discussion above.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	
Non-Homeless	
Special-Needs	
Total	

Table 64 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	
The Production of New Units	51
Rehab of Existing Units	5
Acquisition of Existing Units	
Total	56

Table 65 - One Year Goals for Affordable Housing by Support Type

Discussion

The City has an annual goal to provide assistance to 56 households through 4 housing projects/programs in FY 2020/21.

The City proposes to assist 5 households with housing rehabilitation assistance in the form of a loan for larger rehabilitation projects, or a grant for smaller projects. The Housing Rehabilitation Loan Program is a second mortgage loan designed to assist income eligible El Monte Homeowners improve the condition of their homes to meet the City's health and safety code requirements. Program eligibility is based on household size and level of income. Households with income at or below 80% of Area Median Income may be eligible for a minimum loan amount of $15,000 up to a maximum loan amount of $80,000. The Minor Home Repair Program provides funds in the form of a grant to income eligible El Monte Homeowners to be used for a minimal level of rehabilitation projects including handicap access, energy conservation, weatherization, and emergency repairs. Program eligibility is based on household size and level of income. Households with income at or below 50% of Area Median Income may be eligible for a minimum grant amount of $2,000 up to a maximum grant amount of $25,000 . The City also aims to produce 51 additional units through two affordable housing development projects. A total of $1,158,350 in HOME funds will be utilized. The City is also implementing a new Multi-Family Rehabilitation program for rental units. Finally, the City plans to use the CHDO Set-Aside

Affordable Housing Program and/or the Acquisition/Rehabilitation/New Construction Program. No site(s) have been identified at this time.

AP-60 Public Housing – 91.220(h)

Introduction

There is no public housing within the City. As such, the various sections in this Annual Action Plan are not applicable within the City.

Actions planned during the next year to address the needs to public housing

Not applicable within the City.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable within the City.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable within the City.

Discussion

Not applicable within the City.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Homelessness is a critical issue for all jurisdictions throughout the San Gabriel Valley and the Los Angeles Metropolitan region. Every community has a homeless population and providing adequate housing and services is a significant challenge. The individuals who are homeless are typically affected by a complex set of unmet social, economic, and housing needs. These needs may include affordable housing, stable employment, treatment of medical conditions, childcare assistance, credit history, adequate rental assistance, and treatment of substance abuse and/or mental illness.

In March 2017, Los Angeles County voters approved Measure H, a one-quarter percent special transactions and use tax on the gross receipts of any retailer from the sale of all personal property in the incorporated and unincorporated territory of the County. Proceeds from the tax, an estimated $355 million over the next 10 years, will fund variety of strategies to combat homelessness in the County, including funding mental health, substance abuse treatment, health care, education, job training, rental and housing subsidies, case management and services, emergency and affordable housing, transportation, outreach, prevention, and supportive services for homeless children, families, foster youth, veterans, battered women, seniors, disabled individuals, and other homeless adults, consistent with the strategies developed through the Homeless Initiative adopted by the Board, and as otherwise directed by the Board to address the causes and effects of homelessness. In an effort by the Homeless Initiative to combat and prevent homelessness, the Los Angeles County Board of Supervisors allocated funding for a City Planning Grant opportunity to support the development of city specific homeless plans.

The intention of the development of a homeless plan was to help cities identify and gain a better understanding of the needs related to homelessness within their boundaries. In October 2017, the City of El Monte received a conditional award of $70,000 and on June 5th, 2018, the El Monte City Council adopted the El Monte Plan to Prevent and Combat Homelessness. The El Monte Plan to Prevent and Combat Homelessness was developed in a concerted effort with input from residents, businesses, service providers, elected officials, City staff, and LeSar Development Consultants.

The Plan will serve as a reference for the City's future endeavors in the homeless crisis facing our City. The City of El Monte is also coordinating with the San Gabriel Valley Council of Governments to ensure regional alignment and a shared responsibility across jurisdictions on the issue of homelessness

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their

individual needs

In FY 2020/21, ESG funds will be used to deliver comprehensive street outreach services to xxx individuals/families. Outreach case managers go out in vans and on foot to places where homeless individuals are known to gather, including "hot spots" and encampments. VOALA's Outreach Case Managers will engage homeless individuals, conduct assessments (using the VISPDAT), provide case management services, and will connect individuals to housing and supportive services to the extent to which clients are willing to engage

Addressing the emergency shelter and transitional housing needs of homeless persons

According to the Plan to Prevent and Combat Homelessness, the LAHSA Homeless Count reported a decrease in homelessness in El Monte, from 517 people in the year 2018 to 428 people in 2019. Of El Monte's estimated 428 homeless people, 94.2 percent are unsheltered, with only 5.8 percent in shelters. More than half (53 percent) of the City's unsheltered are living on the street and 18 percent living in makeshift shelters. The Census definition includes people staying in shelters and hotels/motels that were used as shelter. The remaining 29 percent were housed in either an emergency shelter or transitional housing.

To address the emergency shelter and transitional housing needs of homeless persons in FY 2020/21, the City will continue to proactively network of outside housing and service providers to meet the needs of its homeless population. This includes shelters and permanent supportive housing as well as outreach, prevention, and case management services through its non-profit and faith-based community partners. The city funds its homelessness housing and services programs CDBG and ESG funding. For example, in FY 2020/21, the City will continue its partnership with Volunteers of America of Los Angeles (VOALA) to implement an ESG-funded multifaceted street outreach, homeless prevention, and rapid-re-housing program with a goal to assist 100 persons total. The City also supports 376 beds/units for homeless persons including a 250-bed emergency shelter, 42 transitional housing units, 6 rapid re-housing units, 44 permanent supportive housing (The El Monte Veterans Village), and 34 units of permanent supportive housing (Community Housing Options and Independent Supportive Sites).

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

In an ongoing effort to continue to address the needs of the homeless and those at risk of homelessness, the City will focus on the development of sustainable and effective programming, including: applying for short and long-term available funding; partnerships with experienced service providers capable of leveraging other funding; the ability to create or secure affordable housing; perform homeless prevention and case management; and engage the homeless through a street outreach component in order to better connect them to available services. The City's

goal is to expand on current homeless programs and activities to assist with their successful transition toward self-sufficiency.

In FY 2020/21, the City will also have ESG-CV funds for emergency shelter and outreach,

administrative costs, homelessness prevention assistance and any projects that are approved for the CARES Act funds which are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) .

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

In addition to using ESG funding to support VOALA's street outreach, homeless prevention, and rapid re-housing services, the City will support the CDBG-funded Fair Housing Program with the Housing Rights Center to provide a wide range of fair housing services to ensure equal housing opportunities for its residents.

Additionally, homeless individuals or families and those at-risk of homelessness have the opportunity to get connected to supportive services, treatments, public resources, and support groups through the Economic Development Department Housing Division, the El Monte Police Department, the Parks, Recreation, and Community Services Department, and faith-based community partners such as Our Savior Center, Catholic Charities, Valley Community Church, and Cavalry which provide a variety of services including emergency food and shelter, as well as health clinics. Lastly, the Los Angeles County Board of Supervisors directed County Departments, the Los Angeles Homeless Services Authority, the Community Development Commission, Regional Planning, and Military and Veterans Affairs to discuss coordination of the discharge practices among County departments and enhancement of service integration for the benefit of at-risk and homeless persons.

Through their efforts, this working group facilitated the development and implementation of discharge plans throughout the Los Angeles Continuum of Care (LA CoC). The City of El Monte will continue to support LA CoC policies which ensure that persons discharged from publicly

funded institutions or systems of care are not discharged into homelessness.

Discussion

Refer to the narrative above.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

El Monte has a strong history of supporting affordable housing. The City has a number of policies intended to provide additional flexibility in housing site planning and has promoted more intense development where appropriate. The City's Housing Sites Inventory Program helps ensure that the City continuously monitors available sites in the area that may be appropriate for residential uses. A density floor is another tool that has been used to promote the maximum use of residential land. The density floor establishes a minimum density requirement within a given residential land-use designation. The availability of develop able acreage in upper density ranges allows for the development of certain types of housing.

The City will also continue to consider alternate forms of residential development, including various types of small-lot, single-family subdivisions; mobile home parks that allow owner-occupied spaces; senior citizen multifamily housing developments offering various degrees of care and assistance; mixed-use residential, office and commercial developments; and planned unit developments. Additionally, to encourage developers to pursue projects providing low-and moderate-income housing, California has provided regulations to govern the approval process, permitting greater density for affordable housing projects that include additional incentives to the developer.

The City will utilize this Density Bonus Ordinance to encourage developers interested in additional density or incentives to develop a portion of their market rate project as affordable to low-and moderate-income households to meet the state housing requirements.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

To address the decline in sources of housing funds, the City will continue to advocate for and pursue federal, state, local and private funding sources for affordable housing. Additionally, as part of the City's Housing Element update, the City must assess and to the extent feasible, mitigate, its governmental constraints to housing for lower and moderate-income households and persons with disabilities. The Housing Element addresses the City's provisions for affordable housing, emergency shelters, transitional housing, and supportive housing. The following objectives in the City's 2014-2021 Housing Element Implementation Plan specifically address the variety of regulatory and financial tools used by the City to remove barriers and facilitate the

provision of affordable housing:

- Continue to approve conditional use permits, zone changes, general plan amendments, variances, and density bonuses as appropriate while balancing the goal of preserving established residential neighborhoods.
- Offer financial assistance, when funding sources are available, to make feasible the construction of affordable housing projects that address the City's community development and housing goals.
- Seek opportunities to leverage housing resources with those of for-profit groups, developers, and non-profit groups in the community; work with developers to submit grant applications for infill projects for the El Monte Gateway and other projects along the corridors.
- Work with developers to explore grant opportunities for infill projects for the El Monte Gateway and other projects along the corridors.
- Inform and encourage developers to utilize the density bonus program by promoting the program on the City's website and at City Hall, and by offering technical assistance at City Hall.
- Continue to allow mixed/multi use housing by right along designated corridors and in the El Monte Gateway Specific Plan subject to conformance review with related development standards; retain the CUP requirement for multiple-family projects elsewhere in the City.
- Continue to monitor permit processing times and investigate ways to streamline the process. Prioritize the review of projects that include affordable housing units.
- Continue to implement the residential home loan program for single-family residences citywide and lead-based paint hazards inspections as part of the rehabilitation loan program.
- Support non-profit funding applications and conduct hearings, to assist developers in obtaining funds for preservation.
- Continue to offer specific regulatory incentives throughout the planning period; apply for funding to encourage development of units specifically for persons with developmental disabilities, when funding is available.
- Continue to monitor the inventory of sites appropriate to accommodate emergency shelters, SROs, and transitional and supportive housing and work with the appropriate organizations to ensure the needs of homeless and extremely low-income residents are met.
- Encourage the development of second units to provide lower income households an affordable housing opportunity within single-family neighborhoods. Encourage the development of housing for large households through a variety of activities such as outreach to housing developers, providing technical assistance, providing expedited processing, fee

reductions, and waiving specific development standards.

Discussion:

Refer to narratives above.

AP-85 Other Actions – 91.220(k)

Introduction:

The City will utilize a number of policies intended to provide additional flexibility in housing site planning and promote more intense development where appropriate. The City's Housing Sites Inventory Program helps ensure that the City continuously monitors available sites in the area that may be appropriate for residential uses.

A density floor is another tool that can be used to promote the maximum use of residential land. The density floor would establish a minimum density requirement within a given residential land-use designation. The availability of developable acreage in upper density ranges allows for the development of certain types of housing.

The City will also continue to consider alternate forms of residential development, including various types of small-lot, single-family subdivisions; mobile home parks that allow owner-occupied spaces; senior citizen multifamily housing developments offering various degrees of care and assistance; mixed-use residential, office and commercial developments; and planned unit developments. Additionally, to encourage developers to pursue projects providing low-and moderate-income housing, California has provided regulations to govern the approval process, permitting greater density for affordable housing projects that include additional incentives to the developer.

The City utilizes this Density Bonus Ordinance to encourage developers interested in additional density or incentives to develop a portion of their market rate project as affordable to low-and moderate-income households to meet the state housing requirements.

Actions planned to address obstacles to meeting underserved needs

The City of El Monte has identified long-range strategies, activities and funding sources to implement the goals in the areas of housing and community development services for the benefit of the residents.

- The City will continue to seek other resources and funding sources to address the biggest obstacle to meeting the community's underserved needs, which is the lack of funding and/or inadequate funding.
- The City will look for innovative and creative ways to make its delivery systems more comprehensive and will continue existing partnerships with both for-profit and not-for-profit organizations.
- The City will use HOME and CDBG funds to concentrate on both affordable rental housing, homebuyer, and homeowner rehabilitation programs.
- The City is currently addressing certain housing needs with federal funds such as availability,

condition, and fair housing practices to prevent homelessness.

- The City is also addressing community development needs with federal funds such as improving public infrastructure and facilities and providing public services.
- The City is working with surrounding jurisdictions on a regional approach to meeting the underserved needs.

Actions planned to foster and maintain affordable housing

The City's Consolidated Plan has identified the provision of decent affordable housing and the maintenance and promotion of neighborhood preservation during the 2020/21 – 2024/25 timeframe. In PY 2020/21, the City has proposed to fund various housing activities to maintain affordable housing. Under the CDBG program, the City will fund both a rehabilitation loan program for larger single-family rehabilitation projects, a minor home repair grant program for single-family homes requiring less work, and a multi-family rental rehabilitation program. The City has allocated $350,000 to this effort with the goal of assisting as least 10 households.

Under the HOME program, the City of El Monte proposes to allocate $658,350 in HOME funds towards the Domus (Tyler/Ramona) Affordable Housing Project, a 100% affordable housing development. The project will include 51 affordable housing units ranging from one to three bedrooms. 24 of the units will be intended for homeless students and families. The City also proposed to allocate $500,000 for the LINC Housing Development project (Ramona Housing).

Finally, nearly $429,000 is available for the projects and activities carried out by an eligible CHDO. While no sites have been selected for development at this point, the City has been in discussions with local developers to conceptualize affordable housing ideas.

Actions planned to reduce lead-based paint hazards

As a means of better protecting children and families against lead poisoning, in 1999 HUD instituted revised lead-based paint regulations focused around the following five activities:

- Notification
- Lead Hazard Evaluation
- Lead Hazard Reduction
- Ongoing Maintenance

Response to Children with Environmental Intervention Blood Lead Level, The City has implemented HUD Lead Based Paint Regulations (Title X), which requires federally funded rehabilitation projects to address lead hazards. Lead poisoning education and abatement efforts in El Monte are provided through the cooperative efforts of the Los Angeles County Public Health Department. Lead-based paint abatement is part of the City's Housing Rehabilitation Program, Homeowner's Assistance Program, and the Acquisition/Rehabilitation/New Construction of

Affordable Rental Housing Program. Units within rental housing projects selected for rehabilitation are tested if not statutorily exempt. Elimination or encapsulation remedies are implemented if lead is detected and is paid for by either the developer of the project, or with CDBG or HOME funds, as appropriate.

Actions planned to reduce the number of poverty-level families

El Monte's anti-poverty strategy is closely aligned with the goals and objectives of the overall affordable housing plan. These goals include: reducing poverty, creating new and affordable housing, developing and promoting services for at-risk populations, expanding job training, and providing public and social services. Based on the Consolidated Plan's Needs Assessment and available resources for program year 2020/21, the City will allocate available resources (CDBG, HOME, and ESG) to support public service programs for the benefit of low-to moderate-income residents. The City will also expand and create new partnerships with service providers and community-based organizations to provide community enrichment programming, affordable housing, case management services, and the development of life skills and self-sufficiency. These actions will be achieved by:

- Creating new affordable housing by leveraging limited funding resources with private, federal, and state governmental subsidies and grants.
- Allocating a maximum of 15 percent of CDBG entitlement funds for public services to lower income households.
- Supporting homeless outreach via the City's contract with Volunteers of America of Los Angeles (VOALA).

The City will also continue partnering with organizations to provide a continuum of services addressing the full range of needs of low-and moderate-income families. All communities share a goal to eradicate poverty. The City recognizes that a goal to reduce poverty will contribute to the economic wellbeing of individuals and families. The families whose income increases above the poverty level will be able to live independent of public and private assistance. The City will fully comply with Section 3 of the Housing and Community Development Act, which helps foster local economic development and individual self-sufficiency. This set of regulations require that to the greatest extent feasible, the City will provide job training, employment, and contracting opportunities for low or very low-income residents in connection with housing and public construction project

Actions planned to develop institutional structure

As the recipient of CDBG and HOME funds, the City has delegated the Economic Development Department/Housing Division to be the lead department responsible for the overall administration of HUD grants. In that regard, the Division will prepare the Consolidated Plan and Analysis of Impediments to Fair Housing Choice every five years, draft the Annual Action Plan and

CAPER, as well as all other reports required by federal rules and regulations.

The City will work with non-profit agencies, for-profit developers, advocacy groups, clubs, and organizations, neighborhood leadership groups, City departments and with the private sector to implement the City's five-year strategy to address the priority needs outlined in the Consolidated Plan for Fiscal Years 2020/2021 –2024/2025.Engaging the community and stakeholders in the delivery of services and programs for the benefit of low to moderate residents will be vital in overcoming gaps in service delivery. The City will also utilize public notices, Community Workshops and Meetings (as appropriate), the City's website, and other forms of media to deliver information on carrying out the Consolidated Plan strategies.

Actions planned to enhance coordination between public and private housing and social service agencies

The City's Economic Development Department maintains primary management and coordination of the various organizations involved in these processes. The staff within the Department works closely with other City departments and the community to develop programs and activities that improve low-and moderate-income neighborhoods throughout El Monte. The administration of program activities includes housing, public facility and infrastructure improvements, public and social service activities, and economic development activities. The City collaborates with public agencies, for-profit agencies, and non-profit organizations in order to provide the aforementioned programming and services.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)
Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	$554,280
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	$120,013
5. The amount of income from float-funded activities	0
Total Program Income	$674,293

Other CDBG Requirements

1. The amount of urgent need activities	0
2.The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit – A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income.	70%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   The City does not receive any atypical loans, grant instruments, nonconforming loan guarantees, or other forms of investments.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   The City has general recapture and resale provisions in its HOME program guidelines which apply only to CHDOs. The City will impose HOME recapture provisions on any property sold by a CHDO to a

homebuyer when the City provides a direct subsidy for down payment and or closing costs to the homebuyer.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   In instances where the homebuyer's home is sold to a qualified low-income buyer at an affordable price, the HONE loan balance shall be transferred to the subsequent qualified buyer and the affordability period shall remain in force. The resale provisions shall remain in force from that date the legal documents are executed at loan closing until the expiration of the affordability period.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   The City has no current plans to use HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds.

Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

   The City has adopted the Los Angeles Homeless Services Authority's (LAHSA's) Written Standards for providing ESG Assistance. Please see attached document for details.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

   The City of El Monte is an active participant of the Los Angeles Continuum of Care (LACoC). The LACoC Homeless Management Information System (HMIS) has designed a system that would not only satisfy the HUD mandate, but would also provide the Los Angeles Continuum with a means to measure the effectiveness of programs serving homeless people. The system allows participating agencies to collect and input standardized client-level and demographic data into the system. Services and target achievements are entered to capture client-level activities depending on the agency, program, or program type. The data is compiled into reports that allow us to understand the demographic, geographic, or cultural scope of homelessness and the needs.

   Subrecipients receiving El Monte Emergency Solutions Grant (ESG) funds are required to utilize LACoC's HMIS system to track their clientele and report its accomplishments to the City. This requirement is incorporated into the ESG agreement with the subrecipient.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

   Please see attached policies and procedures.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

   To provide reasonable access to the funding consideration process, the City releases a Notice of Funding Availability (NOFA) to solicit proposals from interested organizations (including community and faith based organizations) that provide programs and services to homeless, extremely low, low and moderate-income citizens. The NOFA process includes he release of an application as well instructions for applying for CDBG, HOME or ESG funds.

   The application review process has three phases. In the first phase, all applications are reviewed by the Housing Division staff for completeness and eligibility under the Federal program guidelines. In the second phase, eligible programs and projects are then reviewed according to their contribution to the goals and objectives of the City's approved Consolidated Plan. Preference is given if an application/program has the ability to help the City meet federal program objectives and local priorities. Organizational capacity, experience, and past performance are also considered. Based on this review, Housing Division staff prepares general funding recommendations that are forwarded to the Grants Review Committee (GRC). The GRC considers all eligible applications and prepares funding recommendations for the City Council.

   For the final phase of this process, a public hearing before City Council will be held to consider the Draft Annual Action Plan. The Draft Action Plan includes the funding recommendations made by the GRC. The action of the City Council adopts the Annual Action Plan, which acts as the CDBG, HOME and ESG program annual budget. Upon completion of this process, the City forwards the adopted Annual Action Plan to the U.S. Department of Housing and Urban Development for approval.

5. Describe performance standards for evaluating ESG.

As an active member of the LACoC, the City of El Monte consults with LAHSA to ensure the City short and long term homeless service plans are consistent with the LACoC Ten Year Plan for Ending Homelessness. Additionally, the City requires that its ESG subrecpients meet the homeless participation requirements in 24 CFR 576.405(a) by providing evidence that a homeless or formerly homeless individual is a member of its Board of Directors or are consulted in the development of programs services. Please see attached document for additional details.

Grantee Unique Appendices

CHAPTER 1.13 EMERGENCY SOLUTIONS GRANT PROGRAM

1.13.1 GENERAL OVERVIEW

The City receives Emergency Solution Grant (ESG) funds from the U.S. Department of Housing and Urban Development (HUD) on an annual basis. HUD allocates ESG funds based on the formula used for the Community Development Block Grant (CDBG) program. The purpose of the ESG program is to assist individuals and families quickly regain stability in permanent housing after experiencing a housing crisis or homelessness. Each year, through the Consolidated Planning process, the City receives ESG funds from HUD and makes these funds available to eligible subrecipients, which can be either local government agencies or private nonprofit organizations. Once identified, eligible activities to be carried out are outlined in the City's annual Action Plan, in accordance with the City's Consolidated Plan, and subject to the Citizen Participation requirements. Annual accomplishments of ESG eligible activities carried out each year are reported in the City's Consolidated Annual Performance Evaluation Report (CAPER).

1.13.2 BACKGROUND INFORMATION AND IMPLEMENTING REGULATIONS

The Emergency Solutions Grant Program began as the Emergency Shelter Grant Program, which was authorized under Subtitle B of title IV of the McKinney-Vento Homeless Assistance Act of 1987 (42 U.S.C. 11371et seq.). The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), enacted into law on May 20, 2009, consolidated three of the separate homeless assistance programs administered by HUD under the McKinney-Vento Homeless Assistance Act into a single grant program, and revises the Emergency Shelter Grants program and renames it as the Emergency Solutions

Grants (ESG) program. The HEARTH Act also codifies into law the Continuum of Care planning process, a longstanding part of HUD's application process to assist homeless persons by providing greater coordination in responding to their needs.

HUD published an interim rule in the Federal Register on December 5, 2011, which revised the regulations for the Emergency Shelter Grants program by establishing the regulations for the Emergency Solutions Grants program, which replaced the Emergency Shelter Grants program. The change in the program's name, from Emergency Shelter Grants to Emergency Solutions Grants, reflects the change in the program's focus from addressing the needs of homeless people in emergency or transitional shelters to assisting people to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness. HUD also published the final rule on the definition of homelessness in the Federal Register on December 5, 2011, which integrates the regulation for the definition of "homeless".

To clarify certain requirements of the interim rule for the Emergency Solutions Grants program and Consolidated Plan conforming amendments (Interim Rule), HUD issued the Notice of the FY 2011 Substantial Amendment Process and Other Related Information for Recipients of Emergency Solutions Grants Program Funds. This Notice, published in the Federal Register on January 27, 2011, advised the public of the award amounts and spending restrictions on the second allocation of FY 2011 Emergency Solutions Grants funding. To receive funds from the second allocation, recipients must prepare a substantial amendment to their Program Year 2011 Consolidated Annual Action Plan. The Notice explains the requirements of this substantial amendment, while highlighting relevant changes under the Interim Rule and providing guidance on critical decisions to be made during the planning process.

1.13.3 ELIGIBLE ACTIVITES

ESG funds are available for five program components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and data collection through the Homeless Management Information System (HMIS). Below is a summary of eligible activities:

A. Street Outreach

Funds may cover costs related to essential services for unsheltered persons (including emergency health or mental health care, engagement, case management, and services for special populations.

B. Emergency Shelters

Funds may be used for renovation of emergency shelter facilities and the operation of those facilities, as well as services for the residents (including case management,

child care, education, employment assistance and job training, legal, mental health, substance abuse treatment, transportation, and services for special populations).

C. Homelessness Prevention and Rapid Re-Housing

Both components fund housing relocation and stabilization services (including rental application fees, security deposits, utility deposits or payments, last month's rent and housing search and placement activities). Funds may also be used for short- or medium-term rental assistance for those who are at-risk of becoming homeless or transitioning to stable housing.

D. Homeless Management Information System (HMIS)

Funds may be used to pay the costs for contributing data to the HMIS designated by the Continuum of Care for the area. Eligible activities include (computer hardware, software, or equipment, technical support, office space, salaries of operators, staff training costs, and participation fees).

E. Administration

Administration funds are capped of 7.5 percent of the annual allocation and can be used to administer the ESG program, implement eligible activities, monitor subrecipients, and fulfill reporting requirements.

1.13.4 PROCESS FOR MAKING SUB AWARDS

The City grants ESG funds to the Los Angeles Homeless Services Authority (LAHSA), the Los Angeles County Continuum of Care. LAHSA's process for making sub-awards is as follows:

Program funding is distributed through a competitive bid process. In response to Request for Proposals (RFPs) released by LAHSA, agencies may submit an application for funding to operate the specified program(s). Awards are made based upon the review and scoring criteria stated in the RFP. The LAHSA Board of Commissioners approves funding awards, after which annual contracts are negotiated with the successful bidders. LAHSA will obtain the required approval of the City of El Monte prior to finalizing contracts with contractors with City ESG funds. The majority of RFP's for LAHSA programs are released on a three-year cycle.

RFP's issued by LAHSA will include LAHSA's expectations, in as detailed a manner as possible, including expertise and experience requirements. In addition, description of the bid process, which includes timelines, deadlines, and how LAHSA will interact and communicate with potential bidders, deliverables required, will be included in the RFP.

Exceptions to this are instances of sole source contractors and where the legislative body authorizing and providing funding designates a provider of services or supplies. Exceptions may occur if the award of a contract through the RFP process is not feasible or practical in the judgment of the LAHSA Executive Director, and is supported by written documentation for the rationale for such judgment.

1.13.5 HOMELESS PARTICIPATION REQUIREMENT

Under § 576.405(a) of the Interim Rule, each recipient that is not a state must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policymaking entity of the recipient, to the extent that the entity considers and makes policies and decisions regarding any facilities, services, or other assistance that receive ESG funding. This requirement remains the same as it was in the prior ESG regulations. However, because all ESG recipients are governments, the policymaking entities for most, if not all, ESG recipients can only consist of elected officials. Before the Interim Rule, these recipients could request a waiver of the participation requirement, if they agreed to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding ESG-funded facilities, services, or other assistance. Now, under § 576.405(b) of the Interim Rule, recipients unable to meet the participation requirement are not required to apply for a waiver. Instead, they must develop and implement a plan (as part of their Annual Action Plan) to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any ESG-funded facilities, services, or other assistance. Therefore, for those recipients that cannot meet the participation requirement in § 576.405(a), the substantial amendment must include a plan that meets the requirements under § 576.405(b).

The City satisfies this requirement by awarding its ESG funds to LAHSA. LAHSA's Board of Commissioners is appointed in accordance with the makeup requirements of the Joint Powers Authority. The Los Angeles Continuum of Care (CoC), for which LAHSA is the lead agency, has convened a coordinating council made up of community leaders representing each of the eight Service Planning Areas throughout the CoC. This body is instrumental in making decisions regarding CoC priorities and in providing final recommendations to the LAHSA Board of Commissioners for new CoC awards. The current makeup of this coordinating council includes a formerly homeless individual. Additionally, homeless and formerly homeless individuals and families participate in the public monthly Policy and Planning Committee meeting, the Programs and Evaluations Committee meeting and the full Commission meeting.

1.13.6 WRITTEN STANDARDS FOR PROVIDING ESG ASSISTANCE

The City has adopted the Los Angeles Homeless Services Authority's (LAHSA's) Written Standards for providing ESG Assistance (below).

A. Standard policies and procedures for evaluating individuals' and families eligibility for assistance under emergency solutions grant (ESG).

   LAHSA is developing a common screening tool to provide "right-sized" intervention to each household; with a common set of "standards" for process flow, eligible populations and expected performance outcomes. County-funded Family Connections sites (as described above) will have an MSW and housing location/stabilization expert who will ensure "right-sized" intervention, whether diversion or entry into shelter system followed by rapid re-housing using a common set of "standards" for process flow, eligible populations and expected performance outcomes.

B. Policies and procedures for coordination among emergency shelter providers, essential service providers, homeless prevention and rapid rehousing assistance providers, other homeless assistance providers, and mainstream service and housing providers.

   As outlined above, the family system of care will utilize the Family Transition Program (FTP)'s. Services funding will be coordinated with new County-funded Family Connections sites. The program will launch in September 2012. FTP was implemented as a way to jumpstart coordination of services for homeless and/or at-risk families. ESG funds will also be used to build diversion and rapid rehousing activities into the existing FTP and/or new Family Connections sites; and the LA County 211 phone system will screen callers for basic eligibility for diversion, rapid rehousing, shelter or transitional housing and refer to FTP site and/or Family Connections sites (some FTP sites may also become Family Connections sites).

C. Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid rehousing assistance.

   Households that contact 211 or one of the six FTP sites seeking shelter entry may qualify for rapid rehousing under the Coordinated Family Crisis Response System. Eligible households must be literally homeless at the time of contacting the program and living in shelter or in a place not meant for human habitation will receive rapid rehousing services. Prevention/Diversion households may receive support to maintain their current housing if that situation is safe and sustainable. It is anticipated that in many cases these diversion households will need services similar to those receiving rapid rehousing, including housing placement and move-in assistance.

D. Standards for determining the share of rent and utilities costs that each program recipient must pay, if any, while receiving homelessness prevention or rapid re-housing assistance.

The Coordinated Family Crisis Response System's assistance is based on providing "the least amount of assistance for the least amount of time" while providing enough initial support to ensure families are able to maintain their housing. Families placed into housing may receive security deposit, move-in assistance and short term rental assistance (household must contribute at least half of the monthly rent).

E. Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time.

The Coordinated Family Crisis Response System is designed on a "progressive engagement" model, intended to provide as little support as needed to divert or rehouse households quickly and reserve resources as much as possible for other households, while allowing for increased assistance if needed.

F. Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide a program participant, including limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant receives assistance; or the maximum number of times the program participant may receive assistance.

Progressive engagement of clients will begin with short intervention and tailor if client requires a longer intervention. Security deposit will begin with 1-3 months rental assistance. Initially, Coordinated Family Crisis Response System will provide rental assistance only to families. Families receiving rental assistance must contribute at least 50% of rent. Clients will be reassessed at 3 months. Family Connections' case managers/housing stabilization experts will provide services to those who need longer-term assistance.

ESG activities will leverage case management/housing stabilization funding and services through County-funded Family Connections sites. Family Connections sites will work with/train Emergency Shelters and Transitional Housing programs in the region to educate them on rapid rehousing, help reduce lengths of stay and target the appropriate populations; site staff will work closely with other County-funded housing and services programs (each site will have a joint MOU with other programs in the region that provide housing and services).

1.13.7 CENTRALIZED COORDINATED ASSESSMENT SYSTEM

LAHSA is in the process of establishing a Coordinated Family Crisis Response System which will build on lessons learned through HPRP as well as the Family Transitions Program (FTP), which was implemented Countywide and allowed for streamlined entry of homeless families from motels into emergency shelter, transitional housing and permanent housing. The ESG funded program will provide coordinated, standardized services to families at the FTP sites (six sites throughout the County). Services funding will be coordinated with new County-funded Family Connections sites. The program will launch in September 2012. The LA County 211 phone system will screen callers for basic eligibility for coordinated services and, if eligible, schedule an assessment appointment at the most appropriate site. Families may also walk into a site and receive referrals and assessment.

At each site, pre-screened families will receive a standardized assessment and then receive tailored services in tandem with a progressive case management approach – meaning that those that are at the shelter door, seeking shelter will receive diversion assistance back to family and friend, if deemed appropriate. This way, only families with no alternative place to stay will be prioritized for entry into shelter and transitional housing. ESG activities will include assessment of clients, assigning the most appropriate services and/or services intervention, housing search and stabilization services. For those clients already in the homeless system, ESG will fund rapid rehousing activities with the goal of reducing length of stay in shelter and transitional housing and providing housing retention services to clients once they are placed in permanent housing. All the activities at the sites will be monitored by a program coordinator who will ensure standardized assessment and coordinated services.

ESG will also fund security deposits and short-term and/or medium term rental assistance to eligible families. There will be a separate competitively selected contractor to which the sites will refer requests for security deposits and rental assistance. The financial contractor will also receive direct referrals for security deposits from agencies on contract with the County Housing Authority to serve clients with Homeless Section 8 vouchers as well as agencies that are providing services to veterans and their families with Veterans Administration Supportive Housing (VASH) vouchers.

1.13.8 PERFORMANCE STANDARDS FOR EVALUATING ESG ACTIVITIES

HUD requires the City to develop performance standards that provide a measure to evaluate each ESG subrecipient's effectiveness, such as how well the service provider succeeded at (1) targeting those who need the assistance most; (2) reducing the number of people living on the streets or emergency shelters; (3) shortening the time people spend homeless; and (4) reducing each program participant's housing barriers or housing stability risks.

The performance standards LAHSA utilizes to evaluate all of the programs it funds are based on a mix of federal sources and regulations, national best practices, and continuum priorities. These standards are developed by LAHSA staff, with feedback from local service providers, and are presented to the LAHSA Commission for approval and adoption annually. LAHSA has focused on building more flexibility into its current set of performance standards by prioritizing 10 percent performance improvements at the program level, rather than strict continuum goal achievement.

The following table summarizes the LAHSA performance standards that apply to ESG activities and the programs that will be evaluated by them:

Performance Standard	Applies to
Placement of those served into Emergency Shelters, Transitional Housing, Safe Havens, or Permanent Housing. Continuum goal: 65%.	Access Centers Drop-In Centers Street Outreach
Connection of those with physical disabilities, developmental disabilities, chronic health issues, HIV/AIDS, mental health issues, and/or substance abuse issues to services that address those conditions. Continuum goal: 35%	Access Centers Drop-In Centers Street Outreach
Tracking of the length of time from a full needs assessment to housing placement.	Access Centers Drop-In Centers Street Outreach
Bed / unit utilization rates. Continuum goal: 95%	Emergency Shelters
Placement of those exited into Permanent Housing. Continuum goal: 65%	Emergency Shelters
Maintaining or Increasing income from mainstream benefits or employment. Continuum goal: 20%	Emergency Shelters
Reduction in the average length of stay of all those served. Continuum goal: 10%	Emergency Shelters
Complete and accurate HMIS data entered by providers. Continuum goal: 90%	All programs
Tracking movement between programs of the same type.	All programs

Tracking the rate at which clients leave a program due to non-compliance.	All programs

Appendix - Alternate/Local Data Sources

CITY OF EL MONTE

Analysis of Impediments to Fair Housing Choice

July 2020

City of El Monte

Analysis of Impediments to Fair Housing Choice

Economic Development Department
11333 Valley Blvd
El Monte, CA 91731

2020

DRAFT

Acknowledgments

The following are organizations and individuals who were instrumental in assisting with the formulation of this report by lending their time and/or respected advice. We are grateful for your assistance.

EL MONTE'S HONORABLE MAYOR AND COUNCIL:

Mayor Andre Quintero
Mayor Pro Tem Maria Morales
Council member Jessica Ancona
Council member Victoria Martinez Muela
Council member Jerry Velasco

CITY STAFF:

City Manager- Alma Martinez
Economic Development Director- Betty Donavanik
Housing Program Manager- Lily Flores

COMMUNITY STAKEHOLDERS:

Finally, we would like to give a special thanks to the citizens of El Monte who allowed us the opportunity to visit their beautiful community, while providing us with critical survey information relating to their fair housing experience. Their participation was essential in shaping this analysis, which will influence fair housing activities in the El Monte for years to come.

Table of Contents

SECTION 1 5
Introduction and Background Data 5

Section 2 14
JURISDICTIONAL BACKGROUND DATA 14

SECTION 3 31
Mortgage Lending Practices 31

SECTION 4 38
Public Policies and Practices 38

SECTION 5 51
Fair Housing Practices 51

SECTION 6 66
Conclusions, Impediments and Actions 66
Conclusions and Impediments 66

DRAFT

Section 1

INTRODUCTION AND BACKGROUND DATA

Equal access to housing is fundamental to each person in meeting essential needs and pursuing personal, educational, employment or other goals. In recognizing equal housing access as a fundamental right, the federal government and the State of California have both established fair housing choice as a right protected by law.

This report presents a demographic profile of El Monte, assesses the extent of housing needs among specific income groups, and evaluates the availability of a range of housing choices for residents. This report also analyzes the conditions in the private market and the public sector that could limit the range of housing choices or impede a person's access to housing. As the name of the report suggests, the document reviews "impediments" to fair housing. Although this report also assesses the nature and extent of housing discrimination, it primarily focuses on identifying impediments that could prevent equal housing access and developing solutions to mitigate or remove such impediments.

What Is Fair Housing?

Federal fair housing laws prohibit discrimination in the sale, rental, or lease of housing, and in negotiations for real property, based on race, color, religion, sex, national origin, familial status, and disability. California fair housing laws build on the federal laws, including age, marital status, ancestry, source of income, and sexual orientation as the protected categories, and "any arbitrary discrimination" as prohibited practices, under the laws. The following definition is used for this report:

"Fair housing describes a condition in which individuals of similar income levels in the same housing market have a like range of choice available to them regardless of race, color, ancestry, national origin, religion, sex, disability, age, marital status, familial status, source of income, sexual orientation, or any other arbitrary factor."

Fair Housing Legal Framework

The federal Fair Housing Act of 1968 and the Fair Housing Amendments Act of 1988 (42 U.S. Code §§ 3601-3619, 3631) are federal fair housing laws that prohibit discrimination in all aspects of housing, such as the sale, rental, lease, or negotiation for real property. The Fair Housing Act prohibits discrimination based on race, color, religion, sex, and national origin.

In 1988, the Fair Housing Act was amended to extend protection to familial status and people with disabilities (mental or physical). In addition, the Amendments Act provides for "reasonable accommodations," allowing structural modifications for persons with disabilities, if requested, at their own expense, for multi-family dwellings to accommodate the physically disabled.

The California Department of Fair Employment and Housing (DFEH) enforces California laws that provide protection and monetary relief to victims of unlawful housing practices. The Fair Employment and Housing Act (FEHA; Part 2.8 of the California Government Code, Sections 12900-12996) prohibits discrimination and harassment in housing practices.

The Unruh Act (California Government Code Section 51) protects Californians from discrimination in public accommodations and requires equal access to the accommodations. The Unruh Act provides broad protection and has been held by the courts to prohibit any arbitrary discrimination on the basis of personal characteristics or traits and applies to a range of types of housing.

The Ralph Civil Rights Act (California Civil Code Section 51.7) prohibits violence and threats of violence and specifies that housing situations are protected under this Act, including houses, apartments, hotels, boarding housing, and condominiums. Violators of the Ralph Act can be sued for actual or emotional damages, in addition to civil penalties.

The Bane Civil Rights Act (California Civil Code Section 52.1) provides another layer of protection for fair housing choice by protecting all people in California from interference by force or threat of force with an individual's constitutional or statutory rights, including a right to equal access to housing. The Bane Act also includes criminal penalties for hate crimes. However, convictions under the Act are not allowed for speech alone unless that speech itself threatened violence.

In addition to these Acts, California Government Code Sections 111135, 65008 and 65589.5 prohibit discrimination in programs funded by the state and in any land-use decisions.[1]

Housing Issues, Affordability and Fair Housing

The U. S. Department of Housing and Urban Development (HUD), Fair Housing and Equal Opportunity Division, distinguishes between housing affordability and fair housing. Economic factors that affect a household's housing choices are not fair housing issues per se. Only when the relationship between household income, household type, race/ethnicity, and other factors create misconceptions, biases, and differential treatment would fair housing concerns arise.

[1]Fair Housing Hotline Project, Legal Services of Northern California. March 2004. "Fair Housing in California: Families with Children: A Manual for Housing Providers, Tenants and Advocates."

DRAFT

Tenant/landlord disputes are also typically not related to fair housing. Most disputes between tenants and landlords result from a lack of understanding by either or both parties regarding their rights and responsibilities. Tenant/landlord disputes and housing discrimination cross paths when fair housing laws are violated and result in differential treatment.

What Is an Impediment to Fair Housing Choice?

According to HUD's *Fair Housing Planning Guide,* and based within the legal framework of federal and state laws, impediments to fair housing choice are:

- Any actions, omissions or decisions taken because of race, color, ancestry, national origin, religion, sex, disability, age, marital status, familial status, source of income, sexual orientation, or any other arbitrary factor that restricts housing choices or the availability of housing choices, or
- Any actions, omissions or decisions that have the effect of restricting housing choices or the availability of housing choices on the basis of race, color, ancestry, national origin, religion, sex, disability, age, marital status, familial status, source of income, sexual orientation, or any other arbitrary factor.

To affirmatively promote equal housing opportunity, a community must work to remove impediments to fair housing choice. Furthermore, eligibility for certain federal funds requires compliance with federal fair housing laws. Specifically, to receive HUD Community Planning and Development (CPD) formula grants, a jurisdiction must:

- Certify its commitment to actively further fair housing choice.
- Maintain fair housing records.
- Conduct an analysis of impediments to fair housing choice.

Purpose of Report

This Analysis of Impediments (AI) to Fair Housing Choice provides an overview of laws, regulations, conditions, and other possible obstacles that could affect an individual's or household's access to housing in El Monte. The AI includes:

- A comprehensive review of El Monte's laws, regulations and administrative policies, procedures, and practices, as well as an assessment of how they affect the location, availability, and accessibility of housing, and
- An assessment of conditions, both public and private, affecting fair housing choice.

The scope of analysis and the format used for this AI adhere to recommendations contained in the *Fair Housing Planning Guide* developed by HUD.

Organization of Report

The AI is divided into six sections:

Section 1: Introduction defines *fair housing* and explains the purpose of this report; the public participation process; the status of prior impediments and recommendations; and summary of new impediment to fair housing choice and recommendation.

Section 2: The Jurisdictional Background Data presents the demographic, housing and income characteristics of El Monte. Major employers and transportation access to job centers are identified. The relationships among these variables are discussed.

Section 3: Mortgage Lending Practices analyzes private activities that could impede fair housing choices in El Monte.

Section 4: Public Policies and Practices evaluates various public policies and actions that could impede fair housing choices in El Monte.

Section 5: Fair Housing Practices evaluates the fair housing services available to residents and identifies fair housing complaints and violations in El Monte.

Section 6: Conclusions, Impediments and Actions provides conclusions and recommendations about fair housing issues in El Monte.

At the end of this report, a page is attached that includes the endorsement of the City Manager and a statement certifying that the AI represents El Monte's official conclusions regarding impediments to fair housing choice and the actions necessary to address identified impediments.

Reporting Staff and Data Sources

This report, prepared through a collaborative effort between City staff and The Ramsay Group, LLC, under contract to the City of El Monte, is funded through Community Development Block Grant (CDBG) funds.

The following data sources were used to complete this AI. Sources of specific information are identified in the text, tables and figures.

- California Department of Finance Population and Housing Estimates
- El Monte's Annual Action Plan

DRAFT

- EL Monte's Code of Ordinances
- El Monte's Five-Year Consolidated Plan
- El Monte's General Plan
- El Monte's Housing Element, 2018-2019
- Home Mortgage Disclosure Act (HMDA) data regarding lending patterns
- U. S. Census Bureau American Community Survey (ACS), 2013-2017, 2014-2018,
- U. S. Census 2000 and 2010

Public Participation

This AI has been developed to provide an overview of laws, regulations, conditions or other possible obstacles that could affect an individual's or a household's access to housing. As part of this effort, the report incorporates the issues and concerns of residents, housing professionals and service providers. To assure that the report responds to community needs, the development of the AI includes a community outreach program consisting of a resident survey, service provider interviews, and City Council and Planning Commission public hearings.

Community Advisory Meetings

El Monte residents and public and private agencies either directly or indirectly involved with fair housing issues in El Monte were invited to participate in a public meeting on the following date and location:

DATE OF COMMUNITY MEETING: March 12 and March 25, 2020
TIME OF MEETING: 5:30 – 6:30 p.m.
LOCATION OF MEETING: El Monte City Hall West

The meeting provided the opportunity for the El Monte community to gain awareness of fair housing laws, and for residents and service agencies to share fair housing issues and concerns. To ensure that the fair housing concerns of low- and moderate-income and special needs residents were addressed, individual invitation letters were distributed via mail and e-mail, if available, to agencies and organizations that serve the low- and moderate-income and special needs community. Agencies and organizations that were invited and/or contributed directly to this report included the following:

- A Community of Friends
- Action Food Pantry
- California Housing Partnership Corporation
- Catholic Charities/Brother Miguel Center
- Citrus Valley Health Foundation

- Cold Weather Shelter
- Cory's Kitchen
- Delhaven Community Center
- East San Gabriel Valley Coalition for the Homeless
- El Monte/South El Monte Chamber of Commerce
- Filipino American Service Group
- Food Finders
- Habitat for Humanity
- House of Ruth
- Housing Authority of Los Angeles County
- Housing Rights Center
- Human Services Association
- Information Line/Los Angeles
- Inland Valley Hope Partners
- LA County Public Social Services
- Los Angeles Homeless Services Authority
- Love, Inc./World Vision
- Low Income Investment Fund
- Rio Hondo Community Development Corporation
- LA County Public Social Services

Notices of the meeting times and dates were published in El Monte's official newspaper and posted conspicuously at United States Post Office - El Monte Branch, Los Angeles County Public Library – El Monte (Tyler Avenue) and Norwood (Peck Road) locations, El Monte Senior Center, City's Clerk office - City Hall East, Housing Division Public Counter - City Hall West Counter, and on the City's website. There were no attendees during the community meeting.

Resident Survey

To supplement the citizen advisory meetings, a survey was made available to El Monte residents at City Hall as well as online at the City's web site. Spanish versions of the survey were also provided to reflect the diversity of El Monte's residents. In total, 24 El Monte residents completed the survey. The following details the eight questions asked and the answer (s) with the highest percentage response:

DRAFT

1. Have you ever encountered any forms of housing discrimination or known someone who has?

- Yes 37.50%
- No 33.33%
- Not Sure 33.33%

2. If you believe or think that you or someone you know encountered housing discrimination, what type was it?

- *Refusing, discouraging or charging more to rent an apartment or buy a home 37.50%*
- *Refusing to make a reasonable accommodation or not allowing a modification to be made to make an apartment more accessible for a person with a disability. 31.25%*

3. Do you feel that you are well-informed on the issue of Housing Discrimination?

- *No 43.48%*
- *Yes 30.43%*
- *Somewhat 21.74%*

4. What would you do if you encountered Housing Discrimination?

- *Report it 70.83%*
- *Don't Know. 29.17*

5. If you were to report Housing Discrimination, who would you report it to?

- *City of El Monte 65.22%*
- *Don't Know 30.43%*

6. If you think that Housing Discrimination is occurring, what types of discrimination do you think occur most frequently in the City of El Monte?

- *Refusing, discouraging, or charging more to rent an apartment that is not in safe condition, failing to maintain the rental to safety standards.*
- *Low income families.*
- *Large families.*
- *Age discrimination.*
- *Race discrimination.*

- *Charging more due to race.*
- *Size of family and service dogs.*
- *Having a companion service dog.*
- *Families with small children.*

7. What can be done to prevent housing discrimination in the City of El Monte?

- *Multi-language, multi-media outreach.*
- *Talk to property to owners.*
- *Build more family housing.*
- *Have better policies on how to be accepted in a location regardless of race.*
- *Rent controls, landlord limits, predatory rental fees, every home should get this info by mail at least twice a year.*
- *Education of landlords and owners.*

8. Please choose the best response that describes your interest in completing this survey.

- *As a resident 82.61%*
- *As a nonprofit 8.70%*

DRAFT

Summary of New Impediments to Fair Housing Choice and Recommendations

Below is a summary of impediments identified in the 2017-20 analysis and actions taken to overcome identified impediments:

Impediments	Recommendations	Actions Taken
Discrimination against Persons with Disabilities. Over the last three years, 73% of all fair housing discrimination cases were related to a physical or mental disability. This is a marked increase from the previous 2010-2015 AI report that saw 52% of housing discrimination cases pertaining to a mental or physical disability. Disabled persons are experiencing difficulties when requesting reasonable accommodations or modifications. In particular, persons with cognitive disabilities experience significantly more problems with these accommodations.	Expand existing fair housing workshops to specifically address the disabled and their particular housing needs and rights. Additionally, the City may consider providing for expanded testing of discriminatory practices against persons with disabilities to expand the base of knowledge surrounding specific types of housing discrimination against the mentally and physically disabled.	
Lack of Affordable Rental Housing Opportunities for Low-Income Families. El Monte has 21 affordable rental projects, that provide subsidized, low-cost housing for more than 1,100 renter households. However, the City will need to build an additional 935 units to meet their RHNA goals and affordable housing continues to be a main concern of El Monte residents. Of the households reporting having a housing problem (13,380 renter and 4,814 owners), 70.2 percent report that the cost of housing continues to be the most significant problem they face.	The City should work with housing developers to increase the number of affordable housing rental units for small and large families. This could be accomplished through new construction or rehabilitation of existing market rate units where in exchange, affordability covenants can be acquired.	The City has taken proactive measures to construct market-rate and affordable units to meet their RHNA housing goals. A total of 168 dwelling units were completed in 2019 and 1,238 units were constructed between 2013-2019. The units for 2019 include several major projects such as the Baldwin/Rose Project (55 low/very low-income units) and portions of the Santa Anita/Owens (40 townhouse units) project. Furthermore, a number of residential projects were approved with entitlements during the same period. However, these units will not be added to the totals until building permits have been issued.
Increase in Fair Housing Discrimination Cases. The Fair Housing Report beginning on page 66 reveals that fair housing discrimination has risen over the last three years- from 18 cases in 2017-2018 to 35 cases in 2019-2020. Of those who filed a housing discrimination complaint with the HRC, 77% fall in the extremely low-income bracket. These individuals will struggle to access housing opportunities because of income limitations and undue burdens in the housing market will only exacerbate housing disparities.	The City should continue to examine policies and outreach strategies that mitigate housing discrimination towards low-income households. It is recommended that the Housing Rights Center (HRC) continue to conduct fair housing workshops for residents, apartment owners, and property managers.	
High Cost Burden. Across the Southern Californian region and California writ large, rental and housing price increases are outpacing income gains and in turn, residents are spending a disproportionate percentage of their income on housing. In El monte, between 2010 and 2018, there was an 8% increase in median home value and a 16% increase in the cost of rent, while the median household income has only increased 10% to $47,121. Moreover, overpayment, defined as households paying more than 30 percent of their gross income on housing related expenses is especially pronounced for households making 0-30% the Average Median Income and of the 11,938 renters citing overpayment as a housing problem, 52.3% fall in this very low-income group.	Examine policies that may impede both affordable housing and market rate housing construction and work with developers to create a larger housing stock in the City. Leverage housing incentives including density bonuses and rollback any excessive development fees that significantly constrain housing construction.	

Section 2

JURISDICTIONAL BACKGROUND DATA

El Monte is a residential, industrial, and commercial city in Los Angeles County . The city lies in the San Gabriel Valley east of the city of Los Angeles. El Monte's slogan is "Welcome to Friendly El Monte" and historically is known as "The End of the Santa Fe Trail." As of 2019, El Monte was the 54th largest city in California.

El Monte has 9.56 square miles of land area and 0.09 square miles of water area. As of July 2019, the El Monte population is 115,487, which has increased 1.7% from 113,475 in 2010. The population growth rate over the last decade is much lower than the state average rate of 12.39% and is lower than the national average rate of 11.61%. Between 2014-2018 the El Monte median household income was $47,121 up from $38,906 in 2010-2014. El Monte median property value was $349,000 in 2010-2014 and has grown to $401,000 by 2017, which is 1.75 times larger than the national average of $229,700. Between 2016 and 2017 the median property value increased from #374,900 to $401,000, a 6.96% incrase. The homeownership rate in El Monte is 40.5%, which is lower than the national average of 63.9%.

Demographic Data

The primary sources for the demographic data used to prepare the AI were the United States Census Bureau, the American Community Survey and the California Department of Finance. The racial makeup of El Monte is 50,304 (43.5%) White, 659 (0.6%) African American, 964 (.8%) American Indian, 33,604 (29.1%) Asian (17.4% Chinese, 7.1% Vietnamese, 1.4% Filipino, 0.4%, 0.2% Japanese, 0.1% Korean, 0.2% Indian, 0.1% Pacific Islander), 28,939 (25.0%) from other races, and 3,205 (2.8%) from two or more races. 76,086 (65.8%) of the population is Hispanic or Latino of any race (60.2% Mexican, 0.2% Cuban, 0.1% Puerto Rican and 5.3% other Hispanic or Latino. According to Table 2-1, Hispanics as a percentage of El Monte's population is nearly double the state percentage and almost 4 times the national percentage. Asians are also a high percentage of the population in comparison to the State and nationally. The Asian population represents more than 1 in every 4 of the City's residents.

Table 2- 1 Population Based on Race and Ethnicity

Race	City	State	USA
Hispanic	65.8% 76,068 people	38.9% 15,221,577 people	17.8% 57,517,935 people
White	43.5% 50,304 people	60.1% 23,529,068 people	72.7% 234,904,818 people
Asian	29.1% 33,604 people	16.4% 6,431,018 people	5.4% 17,574,550 people
Two or more races	2.8% 3,205 people	3.0% 1,166,288 people	3.2% 10,435,797 people
American Indian and Alaska Native	0.8% 964 people	1.9% 757,628 people	0.8% 2,699,073 people
Black or African American	0.6% 659 people	7.0% 2,753,574 people	12.7% 40,916,113 people

DRAFT

Native Hawaiian or Pacific Islander	0.7% 851 people	0.8% 144,386 people	0.2% 582,718 people

Source: American Community Survey Data, 2014-2018
*Percentages may add to over 100% because many individuals identified as having multiple races and ethnicities.

There are 29,566 households, out of which 10,190 (34.5%) had children under the age of 18 living in them, 14,716 (49.8%) are married couples living together, 5,722 (19.4%) had a female householder with no husband present, 3,545 (12%) had a male householder with no wife present. There are 5,583 nonfamily households, with 4,277 (14.5%) householders living alone and 1,896 (6.4%) are 65 years of age or older and living alone. Roughly 9,233 (31.2%) of households have one more more people 65 years and over. The average household size is 3.87 and the average family size is 4.21.

Table 2-2 provides a perspective of the city's population by age distribution. The population is widely spread out with 39,707 people (34.3%) under the age of 25, 32,740 people (28.4%) aged 25 to 44, 28,711 people (24.9%) aged 45 to 64, and 14,511 people (12.6%) 65 years of age or older. The median age is 35.3 years, up from 31.2 years in 2010.

Table 2-2 Population Based on Age

Age	City	State	USA
< 25	34.3% 39,707 people	35.5% 13,217,991 people	34.0% 104,853,555 people
25 - 44	28.4% 32,740 people	31.8% 11,848,422 people	30.3% 93,634,060 people
45 - 64	24.9% 24,567 people	24.9% 9,288,864 people	26.4% 81,489,445 people
> 64	12.6 % 14,511 people	11.4% 4,246,514 people	13.0% 40,267,984 people

Source: American Community Survey Data, 2014-2018

Analyzing the age distribution is important because it affects the future need for jobs, housing and other social services. With nearly 40% of the City's 2018 population over the age of 45, future growth planning may need to include infrastructure for elderly and retired individuals, including hospital clinics and assisted living options.

Income Data

Household income is the most important factor determining a household's ability to balance housing costs with other basic life necessities. Although economic factors that affect a household's housing choice do not fall under the umbrella of fair housing issues, the relationships among household income, household type, race/ethnicity, and other factors often create misconceptions and biases that raise fair housing issues.

The city's income distribution is indexed to the Area Median Income (AMI) to provide a comparison of changes in El Monte over time and relative to the larger county and/or state area.

Households in El Monte have a median annual income of $47,121, up 10% from the 2010 median household income of $42,750. The median income is lower than the median annual income of $59,039 across the United States and the median annual income of $70,849 in California. The per capita income in El Monte is $17,254 and across California the per capita income is $35,021.

As shown in Table 2-3, median household income growth rate over the last ten years of 10.2% is also lower than the state average rate of 23.67% and lower than the national average rate of 19.4%. In regards to how residents travel to work, El Monte residents spend on average 30.4 minutes per day commuting, which is higher than the state average of 29.3 minutes and is higher than the national average of 26.1 minutes.

Table 2-3 Median Household Income

Location	MH Income	MHI % Increase Since 2010
El Monte, CA	$47,121	10.22%
California	$70,849	23.67%
U.S.	5$9,039	19.4%

Source: Data USA, 2018.

Table 2-4 shows the distribution of poverty across for El Monte, California, and the United States by race, based on Census American Community Survey data between 2014-2018. African Americans are most likely to live in poverty in El monte, with 41.58% living below the poverty level. Pacific Islander are the least likely racial group to be in poverty in El Monte, with 4.80% living below the poverty level. Across the City, 20.8% percent of families are living in poverty, nearly 2% higher than the State average. The poverty rate among those that worked full-time for the past 12 months was 5.33%. Among those working part-time, it was 19.50%, and for those that did not work, the poverty rate was 29.22%.

Table 2-4 Poverty Distribution by Race/Ethnicity (2014-2018**)**

Race	City	State	USA
Black or African American	41.58%	21.9%	24.2% National Average
Asian	13.91%	10.7%	11.5% National Average
Native Hawaiian or Pacific Islander	4.8%	13.8%	18.3% National Average
White	12.74%	13%	11.6% National Average
Hispanic	24.32%	19.2%	21.0% National Average
American Indian or Alaska Native	27.4%	20.4%	25.8% National Average
Two or more races	17.86%	13.4%	17.5% National Average

Source: American Community Survey Data, 2014-2018.

Housing Needs for Low-Income Households

The housing needs of the community are assessed by analyzing various demographic and economic indicators. Developing a picture of the current needs in the community begins by looking at broad trends

in population, area median income, the number of households, etc. The next step is intersecting those data points with a more nuanced analysis of variables such as family and household dynamics, race, and housing problems.

A key goal of the needs assessment is to identify the nature and prevalence of housing problems experienced by the residents of El Monte. The main housing problems looked at are: (a) cost-burdened households; (b) substandard housing; and (c) overcrowding. Furthermore, these housing problems are juxtaposed with economic and demographic indicators to discern if certain groups carry a disproportionate burden. Are African-Americans more cost-burdened than other racial groups? Do low-income households experience higher levels of overcrowding? Do large families have more housing problems than small families? These sorts of questions are empirically answered through data analysis. Understanding the magnitude and incidence of housing problems in the community is crucial in aiding the City to set evidence-based priorities for furthering fair housing choice.

To provide a context for housing planning, this section discusses a variety of demographic, economic, housing, special needs characteristics and trends to identify issues that affect the Cities existing and future housing needs. This section explores household characteristics and housing problems experienced by different income levels:

- 0-30% of AMI- Extremely low income
- 30%-50% of AMI- Very low Income
- 50%-80% of AMI- Low income
- 80%-100% OF AMI- Moderate Income

Table 2-5 Number of Households

	0-30% HAMFI	**>30-50% HAMFI**	**>50-80% HAMFI**	**>80-100% HAMFI**	**>100% HAMFI**
Total Households	8,815	7,290	6,860	2,435	5,355
Small Family Households	3,490	3,485	3,615	1,175	3,120
Large Family Households	1,720	1,625	1,650	655	1,185
Household contains at least one person 62-74 years of age	1,930	1,530	1,655	720	1,515
Household contains at least one person age 75 or older	1,520	765	670	315	590
Households with one or more children 6 years old or younger	2,270	1,695	1,355	375	555

Source: Comprehensive Housing Affordability Strategy (CHAS), 2011-2015

Housing Needs Summary Tables

Table 2-6 (Households with one of the listed needs)

	Renter					**Owner**				
	0-30% AMI	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**	**0-30% AMI**	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking	90	65	35	10	200	10	15	20	0	45

complete plumbing or kitchen facilities										
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	610	435	215	40	1,300	4	105	125	55	289
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	1,225	835	660	190	2,910	85	180	195	205	665
Housing cost burden greater than 50% of income (and none of the above problems)	3,855	1,155	115	0	5,125	785	830	515	20	2,150
Housing cost burden greater than 30% of income (and none of the above problems)	570	1,750	1,485	40	3,845	215	410	680	360	1,665
Zero/negative Income (and none of the above problems)	190	0	0	0	190	75	0	0	0	75

Source: Comprehensive Housing Affordability Strategy (CHAS), 2011-2015.

Table 2-7 Housing Problems II

(Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					**Owner**				
	0-30% AMI	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**	**0-30% AMI**	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	5,785	2,495	1,025	240	9,545	885	1,125	855	280	3,145
Having none of four housing problems	1,155	2,180	3,090	700	7,125	720	1,490	1,890	1,210	5,310
Household has negative income, but none of the other housing problems	190	0	0	0	190	75	0	0	0	75

Source: Comprehensive Housing Affordability Strategy (CHAS), 2011-2015

<u>Cost-burdened Households</u>

DRAFT

Providing housing and support services are essential to meeting the fair housing needs of cost burdened households. Of the households reporting having a housing problem (13,380 renter and 4,814 owners), 70.2 percent report that the cost of housing continues to be the most significant problem they face. The second largest problem El Monte's households face is a housing cost burden at 30 percent (5,510 households). An overcrowded household comes in third, with 19 percent of households and severely overcrowded is reported as the fourth largest housing problem with 9 percent of households. Moreover, approximately 22.6% of the population live below the poverty line, a number that is higher than the national average of 13.1%. This group faces limited opportunities in housing choice and their needs must continue to be taken into consideration and addressed through the City's overall programs for housing affordability.

Table 2-8 Cost Burden Households (> 30% of household income)

	Renter				**Owner**			
	0-30% AMI	**>30-50% AMI**	**>50-80% AMI**	**Total**	**0-30% AMI**	**>30-50% AMI**	**>50-80% AMI**	**Total**
NUMBER OF HOUSEHOLDS								
Small Related	2,660	1,880	935	5,475	485	835	760	2,080
Large Related	1,525	775	299	2,599	85	365	350	800
Elderly	1,390	365	134	1,889	455	165	155	775
Other	680	830	465	1,975	40	90	105	235
Total need by income	6,255	3,850	1,833	11,938	1,065	1,455	1,370	3,890

Source: Comprehensive Housing Affordability Strategy (CHAS), 2011-2015

Table 2-9 Cost Burden Households (> 50% of household income)

	Renter				**Owner**			
	0-30% AMI	**>30-50% AMI**	**>50-80% AMI**	**Total**	**0-30% AMI**	**>30-50% AMI**	**>50-80% AMI**	**Total**
NUMBER OF HOUSEHOLDS								
Small Related	2,355	565	55	2,975	460	615	325	1,400
Large Related	1,240	200	4	1,444	60	225	75	360
Elderly	1,045	90	15	1,150	270	60	75	405
Other	640	435	45	1,120	40	70	65	175
Total need by income	5,280	1,290	119	6,689	830	970	540	2,340

Source: Comprehensive Housing Affordability Strategy (CHAS), 2011-2015

Substandard housing

Housing is considered substandard when conditions are found to be below the minimum standard of living conditions defined in Section 17920.3 of the California Health and Safety Code. Households living in substandard conditions are considered to be in need of housing assistance, even if they are not seeking alternative housing arrangement, due to threat to health and safety.

The City of El Monte has an older housing stock, which has a direct correlation with the amount and severity of housing rehabilitation needs. As a general rule, homes older than 30 years generally need repairs (e.g., new roof, plumbing, siding, etc.) and in some cases may require lead paint abatement. Homes

older than 50 years frequently need new electrical, plumbing, roofing, and other major subsystems. Homes older than 70 years, unless regularly maintained, require substantial rehabilitation. Approximately 80 percent of owner- occupied units and 83 percent of renter- occupied units are more than 30 years old, requiring some form of rehabilitation/ maintenance.

Homes built before or after certain dates are indicators of housing quality, because building codes have significantly changed over time. For example, homes built after 1971 typically have a greater level of seismic reinforcement, since they were built after seismic codes were changed following the Sylmar Earthquake. Homes built after 1978 also tend to have the least incidence of lead paint, a known health hazard for children. However, in both these cases, homes can be retrofitted to current standards.

According to the 2014-2018 ACS Data, 21,294 or 72 percent of units were built before 1980 and are at risk of lead-based paint hazard. Of those units, 8,476 or 70.9 percent of owner-occupied units and 12,819 or 72.84 percent of renter-occupied units are at risk of lead-based paint hazard, illustrating again that both owners and renters are equally vulnerable to LBP hazard. All contractors performing renovation, repair, and painting projects that disturb LBP in homes, childcare facilities, and schools built before 1978 must be certified and follow specific work standards to prevent lead contamination.

According to the 2013-2017 ACS, 76 units lacked complete plumbing facilities and 237 units lacked complete kitchen facilities in El Monte. At least 5 percent of single- and multiple-family homes require replacement and 10 percent need major repairs. Among mobile homes, an estimated 25 percent need repair or rehabilitation. Illegal garage conversions and second units are a significant issue. Many were built without building permits and do not meet current building, health, and safety codes. El Monte also understands that some need for an owner or rental rehabilitation may come from accessory dwelling units that may have been built without building permits, and do not meet current building, health, and safety codes. The City hopes that with recent state legislation passing on accessory dwelling units, residents will have an easier process to legalize their secondary units or build secondary units.

<u>Overcrowding</u>

A persistent problem affecting fair housing choice is overcrowding. The U.S. Census defines overcrowding as at least 1.01 persons per room excluding kitchen, bathrooms, and hallways. Severe overcrowding is defined as more than 1.5 persons per room. Overcrowding is often an indicator of households that may be financially unable to obtain adequate space for their needs, or households that are required to house extended family members. It is not necessarily a reflection of inadequate physical conditions of the housing units themselves. The extremely low-income group is particularly prone to housing problems overcrowding, and thus requires special attention to make sure their fair housing needs are adequately addressed. The City is prepared to address these needs on a variety of levels, including its density bonus and second unit policies, preservation of Section 8, rehabilitation programs, and to encourage affordable housing development and activities.

Overcrowding occurs when a household is unable to afford a unit with suitable space to accommodate their household. Other situations (retirement, children moving back home, loss of job, etc.) can also result in housing problems. In these situations, a household can choose to either overpay for housing or find roommates in a small unit to afford housing, which can result in overcrowding. Like many other cities in California, the cost of housing continues to be a prevalent issue plaguing El Monte residents. One's

employment status, age, disability, family type, or other characteristics can lead to a more significant burden for payment and overcrowding.

Additionally, severe housing cost burden and overcrowding have a disproportionately greater effect on households making 0 - 30 percent AMI. As evidenced in Table 2-10, renters within the 0-30 percent AMI bracket, comprise almost half (44 percent) of the renters facing overcrowding.

Table 2-10 Overcrowding (More than one person per room)

	Renter					**Owner**				
	0-30% AMI	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**	**0-30% AMI**	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**
NUMBER OF HOUSEHOLDS										
Single-family households	1,595	985	540	170	3,290	84	200	155	79	518
Multiple, unrelated family households	240	315	330	60	945	0	90	175	175	440
Other, non-family households	35	0	4	0	39	4	0	0	4	8
Total need by income	1,870	1,300	874	230	4,274	88	290	330	258	966

Source: Comprehensive Housing Affordability Strategy (CHAS), 2011-2015

Special Needs Housing

Special needs refer to the needs of population subgroups that have been identified by HUD as more commonly in need of housing assistance than the general population. Due to their economic, social, mental, and/or physical conditions, these populations have difficulty finding appropriate housing. These groups include:

- The elderly and frail elderly,
- Persons with disabilities,
- Persons with HIV/AIDS,
- Persons with alcohol or drug addictions; and
- Victims of domestic violence.

Additionally, individual regions often contain specific subgroups that face challenges unique to the region. This section is intended to identify the nature and extent of these needs as well as strategies being implemented to address these needs. Certain individuals and families in El Monte have greater difficulty in finding affordable housing due to their special circumstances. Special circumstances may be related to income, family characteristics, medical condition or disability, and/or household characteristics. A major emphasis of the Housing Element is to ensure that persons of all walks of life have opportunity to find suitable and affordable housing in El Monte. The City of El Monte's Housing Element defines special needs groups as the following: senior households, female-headed households, large families, disabled people, veterans, homeless people, and farm workers. These populations require housing and service support. The table below summarizes these special needs groups in the City and their housing status.

Table 2-11 Special Needs Group

Needs Group	Housing Needs	
	Number	Percent of Total
Senior Households	9,233	31.2%
Disabled Individuals	11,674	10.1%
Female Headed Households	5,772	19.4%
Large Families (with an AMI between 0-80%)	5,650	18.3%
Veterans	1,655	1.4%
Homeless People	428	<1%

Source: Comprehensive Housing Affordability Strategy (CHAS), 2011-2015, American Community Survey, 2014-2018.

*Note: Percentages may reflect either households or population at an individual level.

Seniors

Senior households have special housing needs as a result of fixed/limited income, health care costs, and disabilities. Because of these needs, seniors often have greater difficulty finding suitable and affordable housing. Seniors may need to live near public transit and health care centers. Additionally, some may need to live in assisted living housing, have supportive services on-site or housing with handicap accessible features. With the aging of the baby boom generation, the number of seniors and elderly residents is anticipated to increase.

2014- 2018 ACS Estimates report that 12.6 percent of El Monte's population is 65 years old or older, with 45.5 percent identified as male and 54.5 percent as female. Senior populations are also the second largest group of people living alone when compared to other one-person households, with a total of 1,894 households. Approximately half of the seniors living on their own are homeowners, while the other half are renters.

El Monte operates the Jack Crippen Senior Center, which serves as a meeting place and service center for seniors. The City provides property rehabilitation loans and other programs for seniors. The City also provides housing options for seniors, including 11 senior housing projects, ten skilled nursing facilities, and seven residential care facilities. Many of these projects also have on-site services, including assisted living, day care, health care, and other senior services.

Persons with Disabilities

The City's Housing Element defines a disability as having a mental, physical, mobility, or developmental disability. According to 2014- 2018 ACS Estimates, among the civilian noninstitutionalized population, 10.1 percent reported a disability. The likelihood of having a disability varied by age - from 3.5 percent of people under 18 years old, to 7.1 percent of people 18 to 64 years old, and to 38.7 percent of those 65 and over. Disabled persons may earn very low incomes or a fixed income, have higher health costs, and are often dependent on supportive services. As a result, supportive housing options, including group housing and shared housing, are essential means for meeting the needs of persons with disabilities. These housing choices include supportive services onsite to meet the social needs of persons with disabilities as well as physical accessibility features to meet the needs of those with mobility limitations.

DRAFT

The City enforces disabled accessibility requirements for new housing, allows residents to modify their homes to improve accessibility, and provides improvement and rehabilitation grants for homeowners. In many cases, however, disabilities could be mental or developmental in nature. For individuals requiring more specialized care, the City offers a range of group housing arrangements, including licensed community care facilities, alcohol and drug rehabilitation, and skilled nursing facilities.

Persons with Developmental Disabilities

According to Section 4512 of the Welfare and Institutions Code a "Developmental disability" means a disability that originates before an individual attains age 18 years, continues, or can be expected to Continue, indefinitely, and constitutes a substantial disability for that individual which includes mental retardation, cerebral palsy, epilepsy, and autism.

Many persons with developmental disabilities can live and work independently within a conventional housing environment. Individuals who have more severe disabilities require a group living environment where supervision is provided. The most severely affected individuals may require an institutional environment where medical attention and physical therapy are provided. Because developmental disabilities exist before adulthood, the first issue in supportive housing for those with developmental disabilities is the transition from the person's living situation as a child to an appropriate level of independence as an adult.

The State Department of Developmental Services (DDS) currently provides community-based services to approximately 243,000 persons with developmental disabilities and their families through a statewide system of 21 regional centers, four developmental centers, and two community-based facilities. The San Gabriel/Pomona Regional Center is one of 21 regional centers in the State of California that provides point of entry to services for people with developmental disabilities. Information from the San Gabriel/Pomona Regional Center provides a closer look at the developmentally disabled population. According to the Regional Center, there are approximately 930 individuals (0.8 percent of the total population) diagnosed with a cognitive or developmental disability in the City of El Monte.

Large Family Households

El Monte is predominantly a family community. In recent years, soaring housing prices and rents have placed an increasing cost burden on families. Families earning low incomes experience high rates of overpayment today. Moreover, the City of El Monte is home to 5,772 female-headed families and 5,650 families of five or more members who fall in the 0-80 percent AMI bracket. Approximately 29 percent of all households in the city had 5 people or more and roughly 15 percent of the households were single person households. Single-parent and large households also have critical housing-related needs, with high levels of overpayment, lower incomes, and overcrowding.

The housing needs of families have commonalities, such as affordable childcare and affordable housing. Many residents rent housing because they cannot afford to buy quality housing. For those who rent, there is a limited choice of quality apartments. Similarly, the City does not currently have publicly subsidized rental housing for families. Although the County offers about 500 lower income households with rental vouchers, the waiting list is three times the number of units available.

Veterans

2013- 2017 ACS Estimates report 1,665 veterans are residing in the City of El Monte. 50.6 percent of El Monte's veterans are over the age of 65, and 22.5 percent are between the ages of 35 and 64 years old. When looking at race, 62 percent or 1,034 veterans identify as "White alone" and 10 percent as "Asian alone." When looking at ethnicity, 50.5 percent or 841 veterans identified as Hispanic or Latino. When looking at education status, 34.9 percent of veterans identify as having "some college or associate degree," 31 percent identify with having a "high school graduate degree," and lastly, 19 percent have a "Bachelor's degree or higher."

Considering that 50 percent of El Monte's veterans are ages 65 or over, many veterans have similar needs as seniors, including affordable housing, onsite services, proximity to transit and health centers, as well as community care and skilled nursing facilities. Many veterans also experience high levels of post-traumatic stress disorders, injuries from service, and other conditions that can make it challenging for them to find a job post service. Veterans need access to mental health providers, affordable health care facilities, and educational advancement and workforce development services.

Veterans of foreign wars comprise a significant group in El Monte. The housing needs of the armed forces extend also to their families living in the states that need to maintain housing.

The Veterans Administration offers programs to help veterans find jobs, modify their homes, and obtain counseling and support. Housing programs include the Specially Adapted Housing Grants program, Guaranteed Home Loan, Independent Living Program, and the Home Improvement and Structural Alterations program. El Monte offers homebuyer down payment assistance and rehabilitation loan programs that could also be leveraged with VA programs to improve housing options for veterans. To date, Mercy Housing has provided 41 housing units to veterans in El Monte.

Homeless People

Homelessness remains a significant crisis in California, with Los Angeles County experiencing the most significant number of homeless people in the State. El Monte is part of the countywide Los Angeles Continuum of Care (LACoC), which is coordinated by the Los Angeles Homeless Services Agency (LAHSA), a joint powers authority. LAHSA works with Cities to provide services throughout the County. According to LAHSA, the number of individuals experiencing homelessness in Los Angeles County increased by 44 percent from 33,243 in 2010 to 58,936 in 2019. Eviction, foreclosure, unemployment, rent increases, and substance abuse issues are some reasons for the rise in homelessness in the County. Governor Newsom's proposed 2020-21 Governor's Budget would offer more than $1 billion to fight homelessness, including $750 million allocated towards housing and services, and a significant new investment to reform Medi-Cal so that health providers transform health care to deliver integrated physical and behavioral health.

Los Angeles County is divided into eight Service Planning Agencies (SPAs). El Monte is located within SPA 3, which includes the City of Pasadena, Arcadia, Alhambra, Diamond Bar, Pomona, Azusa, Altadena, Baldwin Park, and others. According to the 2019 Greater Los Angeles Homeless Count for Service Planning Area (SPA) 3, there are a total of 4,489 homeless people. 1,197 (27 percent) are estimated to be sheltered, and 3,292 (73 percent) are expected to be unsheltered. The number of homeless people in SPA 3 has increased by 25 percent since 2018. It is estimated that approximately 616 (14 percent) are part of a family, with a significant increase in percent change from 2018, by 33.6 percent.

DRAFT

The LAHSA Homeless Count data reports a decrease in homelessness in El Monte, from 517 people in the year 2018 to 428 people in 2019. Health and mental health services are provided to homeless people in El Monte by using the City's police department, as well as its TOUCH program and HOST program. Family Promise of San Gabriel Valley and Operation Healthy Hearts provide employment services to people who are at risk or are currently experiencing homelessness in El Monte.

In June 2018, the City of El Monte also adopted a "Plan to Prevent and Combat Homelessness." Part of the plan assesses City-level data from the regional Coordinated Entry System (CES) about El Monte's homeless population between July 2016 and November 2017. The data indicates that 55 percent of the City's homeless reported being homeless 1-2 years and 24 percent for two or more years. Additionally, 39 percent reported chronic health issues related to the liver, kidneys, stomach, lungs, or heart, and 23 percent reported a mental health issue. The City intends to take that are listed within its Homeless Plan include:

- Explore funding allocations to outreach activities, including to fund prevention services (e.g., through L.A. County's 211 health and human services program).
- Explore feasibility of additional services capacity at the shelter site including medical and mental health services.

El Monte's Homelessness Plan also includes a goal to "expand access to workforce development and employment programs." Actions for that goal include:

- Employ CalWORKS-Subsidized Program participants in City assignments.
- Recruit a percentage of homeless or formerly homeless individuals for City assignments.
- Engage local business groups, business owners, and those doing business with the City to encourage participation in workforce development programs and job placement

Domestic Violence

People facing domestic violence include those facing dating violence, sexual assault, and stalking. According to the National Coalition of Against Domestic Violence, more than 30 percent of women and 27 percent of men in the State of California have experienced some form of domestic violence in their lifetime. Additionally, 2019 LAHSA Homeless Count data identifies that within Service Planning Area (SPA) 3, where the City of El Monte is located, 38 percent of the homeless population (over the age of 18) have experienced domestic or intimate partner violence, and of that population 9 percent report being homeless due to fleeing those forms of violence. The Family Violence Prevention and Services Act (FVPSA), the Violence Against Women Act (VAWA), and the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act create federal protections and support lifesaving programs for victims of domestic violence, sexual assault, dating violence, and stalking. These advocates identify housing as a primary need of victims and a critical component in survivors' long-term safety and stability.

Farmworkers

The State of California also recognizes the special housing needs of farmworkers, in particular migrant farm laborers earning very low incomes. The transitory nature of the labor force, the need for affordable housing, the unique educational needs, and the impact on the stability of children's lives make this group particularly vulnerable. The State of California also recognizes the special housing needs of farmworkers, in particular, migrant farm laborers earning very low incomes. 2013- 2017 ACS Estimates for the workforce in the agriculture, forestry, fishing and hunting, and mining industry estimate 345 civilians employed, the

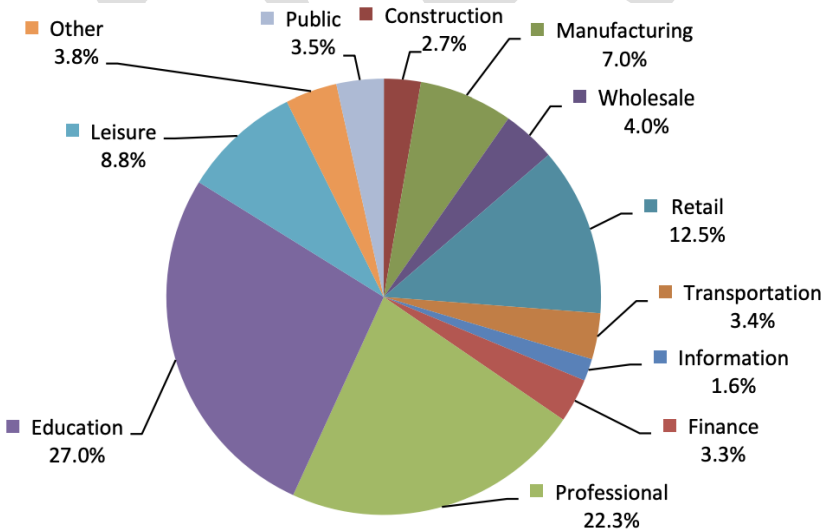
majority (68 percent) of whom are male. Their housing needs can best be met through existing permanent affordable rental housing in the community.

Employment Data

Local economic characteristics, although not directly related to fair housing, influence local housing needs. Employment opportunities in El Monte determine, in part, the demand for different types of housing, as does the income earned by households. According to the 2014-2018 American Community Survey there are approximately 51,496 residents aged 16 or older that are employed and over this five-year period, the Cities unemployment rate hovered around 4 percent. However, with significant layoffs from COVID-19 related shutdowns, the unemployment rate in the City has shot up to 23.4 percent in July 2020.

El Monte has several major employment districts—Flair Business Park, the Greater Downtown, Auto District, and the Northwest Industrial District. Major employers in Flair Park include the Wells Fargo Bank, governmental employers (state and county government), Cathay Bank, and others. In the Greater Downtown, the major employers include the Superior Court, El Monte school district offices, Longo Toyota-Lexus, and other auto dealers. In recent years, however, a significant number of heavy manufacturers have left El Monte, particularly from the Northwest Industrial District. Major employers that have left El Monte include St. Gobains (glass manufacturer), Crown Plating (metal plating), Howard's, Clayton Industries (boiler manufacturer), and Navcom (defense industry components). Between 2007 and 2017, the number of manufacturing jobs in the city decreased by 45.9 percent. New or expanded businesses include Sam's Club, Cathay Bank, and Vons. Below is occupation data for El Monte.

Chart 2-12 Top Jobs by Sector



Sources: California Employment Development Department, 2018; InfoGroup; & SCAG

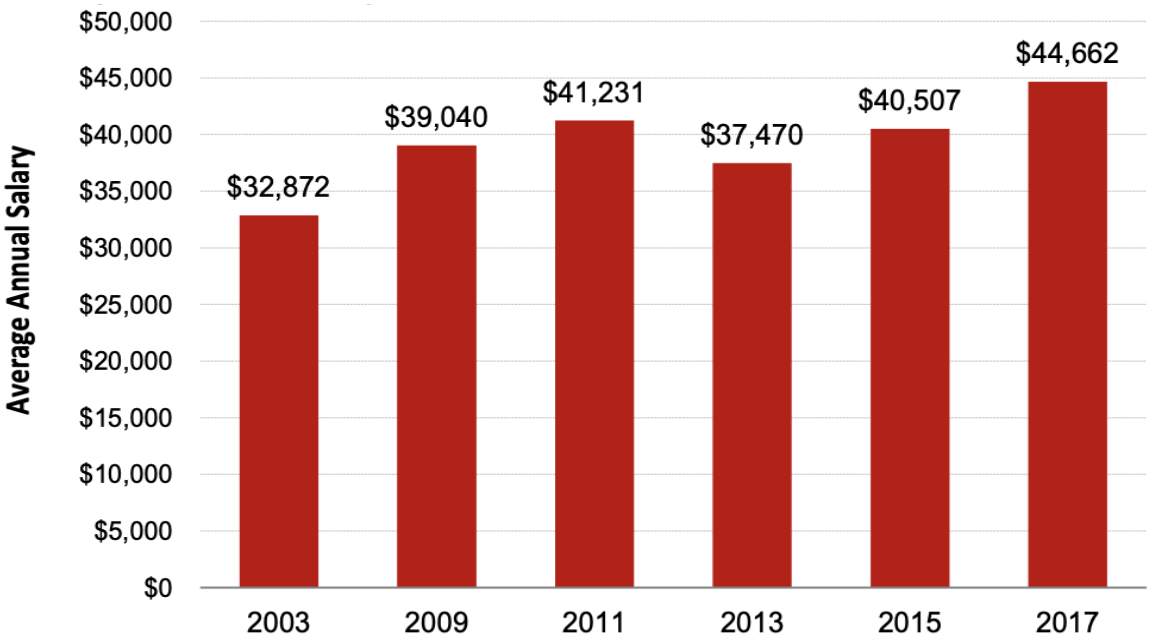
In 2017, the Education sector was the largest job sector, accounting for 27 percent of total jobs in the city. Other major sectors included Professional (22.3 percent), Retail (12.5 percent), and Leisure (8.8 percent).

Chart 2-13 Average Annual Salary by Sector

Source: California Employment Development Department, 2018.

In 2017, the employment sector providing the highest salary per job in the city was Public Administration ($93,786). The Leisure/Hospitality sector provided the lowest annual salary per job ($18,510).

Chart 2-14 Average Annual Salary 2003-2017



Source: California Employment Development Department, 2003-2017
Note* Dollars are not adjusted for annual inflation.

Average salaries for jobs located in the city increased from $32,872 in 2003 to $44,662 in 2017, a 35.9 percent gain.

Transit System

Public transit information is important to the Analysis of Impediments to fair housing, as access to public transit is of paramount importance to households affected by low incomes and rising housing prices. Public transit should link lower-income persons, who are often transit-dependent, to major employers where job opportunities exist. Access to employment via public transportation can reduce welfare usage rates and

increase housing mobility, which enables residents to locate housing outside of traditionally low- and moderate-income neighborhoods. The lack of a relationship between public transit, employment opportunities, and affordable housing could impede fair housing choice because persons who depend on public transit will have limited choices regarding places to live. In addition, elderly and disabled persons often rely on public transit to visit doctors, go shopping, or attend activities at community facilities. Public transit that provides a link between job opportunities, public services, and affordable housing helps to ensure that transit-dependent residents have adequate opportunity to access housing, services and jobs.

To help implement the vision for a sustainable, transit-oriented future, the Southern California Association of Governments (SCAG) is partnering with El Monte to apply for the High Quality Transit Area (HQTA) Analysis Project, to develop HQTA Vision Plans that will identify active transportation improvements, redevelopment strategies, and implementation plans to help communities take full advantage of the transit investment, and tap into regional and state funding opportunities and technical support. The overall goal will be to develop plans that reduce greenhouse gas emissions and vehicle miles traveled.

The City of El Monte operates its own in-town transit system. Previously known as "the El Monte Trolley Company", El Monte Transit operates ultra-low floor transit buses on five fixed routes that provide transportation for residents to most major shopping areas, recreation facilities and most schools within the city. The City of El Monte Commuter Shuttles are Metrolink "free transfer" eligible routes with a valid Metrolink Ticket or Pass. The City 's Transportation Division offers both a shared curb-to-curb service for senior citizens ages 65 and older and/or those who are disabled and live in El Monte, and a fixed-route service. Fare is only .50 cents per ride. Hours of operation are Monday-Friday 6:00 am to 7:15 pm and Saturday-Sunday 9:20 am to 6:35 pm. The City of El Monte also provides subsidized bus passes to its residents. Below are other transit programs targeting protective classes:

Senior Transportation
Transportation Service for participants of the Community and Senior Services Division Nutrition Program is Monday through Friday at the Jack Crippen Multipurpose Senior Center. Reservations must be made 24 hours in advance. Transportation for Bingo and other special Community and Senior Services Division events are also available.

Dial-A-Ride
The City of El Monte offers a Dial-A-Ride service for seniors (55 years and older) and disabled residents (any age) of El Monte. This transportation program is a "shared ride" service. The Dial-A-Ride Program operates within the city limits of El Monte only, with the exception for medical or governmental appointments (within a five-mile radius). The City of El Monte's Dial-A-Ride Program is designed to assist our senior and disabled residents with their transportation needs.

Section 8 Housing Programs

The Section 8 Housing Choice Voucher program is a rent subsidy program that helps low-income (up to 50% of AMI) families and seniors pay rents in private units. Voucher recipients pay a minimum of 30% of their income toward their contract rent, and the local housing authority pays the difference through federal funds up to the payment standard (fair market rent) established by the housing authority, as

shown below in table 2-15. Any amount in excess of the payment standard is paid by the voucher recipient.

Table 2-15 Fair Market Rates and Housing Choice Voucher Payment Standards

	Studio	One BR	Two BR	Three BR	Four BR
Fair Market Rent	$1,279	$1,517	$1,956	$2,614	$2,857
Payment Standard Range	$1,151 to $1,407	$1,365 to $1,669	$1,760 to $2,152	$2,353 to $2,875	$2,571 to $3,143

Source: Affordable Housing Online El Monte, 2020.
https://affordablehousingonline.com/housing-search/California/El-Monte

On average, Section 8 Housing Choice vouchers pay El Monte landlords $1,000 per month towards rent. The average voucher holder contributes $500 towards rent in El Monte. The maximum amount a voucher would pay on behalf of a low-income tenant in El Monte, California for a two-bedroom apartment is between $1,760 and $2,152

The City of El Monte does not own public housing. The City works in close collaboration with the Housing Authority of Los Angeles County and Baldwin Park Housing Authority to provide public housing within the City. El Monte will continue to work independently and closely with the HA and local nonprofits to provide assistance to low-income families. As population demographics continue to change, the City will continue to work with the county housing authority and local (and regional) nonprofits to develop affordable housing projects in El Monte.

The Baldwin Park Housing Authority administers the housing voucher rental choice program for El Monte. Funded by the U.S. Department of Housing and Urban Development, the housing voucher program extends rental subsidies to very low income households by offering the tenant a voucher that pays the difference between the current fair market rent (FMR) established by the housing authority and 30 percent of the tenant's income. The voucher is accepted on a voluntary basis by the landlord. A tenant may choose housing that costs more than the FMR if the tenant pays the extra rent. In some cases, rental assistance is needed on a shorter-term basis to prevent homelessness. In these cases, the City also provides rental assistance to local service agencies.

The HA offer rental assistance in the form of housing vouchers to very low-income households in El Monte. However, the waiting list is long and vouchers are available for only one of every three eligible households. Seniors and disabled people have preference, but the remaining disproportionate need is for affordable rental housing for families with children. El Monte has a severe need for subsidized apartments suitable for families with children.

Affordable Housing Projects

Apartment projects can receive housing assistance from a variety of sources to ensure that rent is affordable for lower-income households. In exchange for public assistance, owners are typically required to reserve a portion or all of the units as affordable housing for lower-income households. The length-of-use restrictions are dependent on the funding program.

El Monte has 21 affordable housing projects, shown below, that provide subsidized, low-cost housing for more than 1,100 renter households. Table 2-16 summarizes publicly subsidized affordable rental housing projects in El Monte.

Table 2-16 Affordable Housing Projects

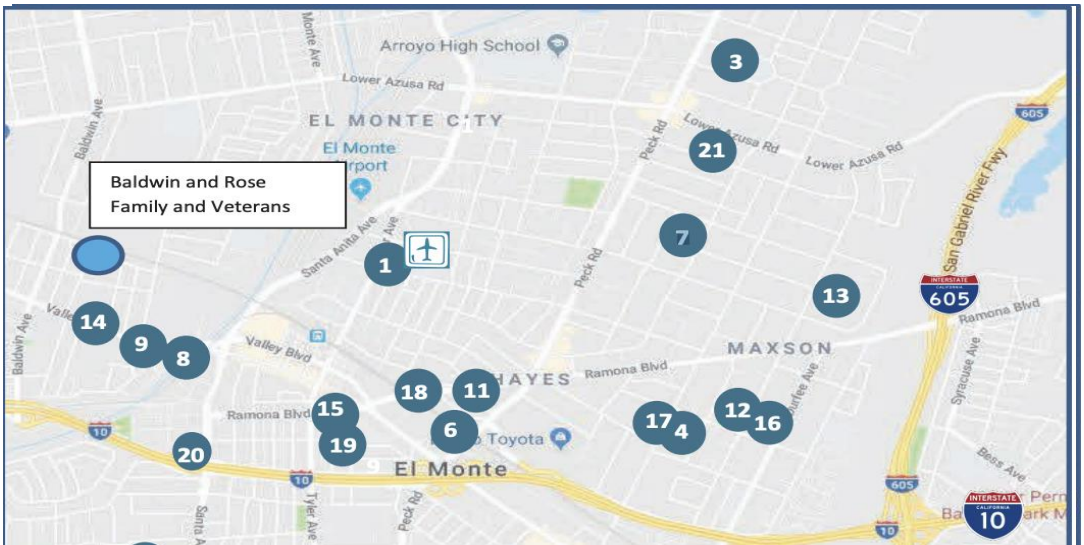
#	Project Name	Address	Phone Number	Total Units	Unit Type
1	Blessed Rock of El Monte	4111 Tyler Ave.	(626) 448-2688	138	Senior
2	Casa De Esperanza	12000 Denholm Dr	(626) 444-8943	8	Disabled
3	CherryLee Apartments	11620 CherryLee Dr	(626) 443-4646	75	Senior
4	Flamingo Gardens	3711 Cogswell Rd	(626) 443-3285	58	Senior
5	Garvey Court	10117 E. Garvey Ave	(626) 444-4960	62	Senior
6	Ramona Property Managers, Inc.	3537 & 3541 Meeker Ave	(626) 448-7882	2 SFR*	Family
7	Ramona Property Managers, Inc.	11338 McGirk St	(626) 448-7882	1 SFR*	Family
8	Pacific Towers	10450 E. Valley Blvd	(626) 279-5255	100	Senior
9	Palm Garden Apartments	10310 Valley Blvd	(626) 279-1858	89	Senior
10	Rio Hondo Community Develop.	11154 Bonwood Rd	(626) 401-2784	4	Family
11	Rio Hondo Community Develop.	11332 & 11332 ½ Coffield Ave	(626) 401-2784	2 SFR*	Family
12	Rio Hondo Community Develop.	3850 Penn Mar Ave	(626) 401-2784	18	Family
13	Rio Hondo Community Develop.	4400, 4402 & 4406 Maxson Rd	(626) 401-2784	3 SFR*	Family
14	Singing Wood Apartments	10124 Valley Blvd.	(626) 453-0597	110	Senior
15	Telacu Amador Manor Apartments	3436 N. Tyler Ave	(626) 448-5463	70	Senior
16	Telacu El Encanto	3843 Maxson Road	(626) 401-3262	71	Senior
17	Villa Raintree	11905 Ferris Road	(626) 448-9105	70	Senior
18	El Monte Veterans Village	11240 Ramona Blvd	(626) 377-9901	40	Veteran
19	Tyler Court Apartments	3348 Tyler Ave	(626) 758-1160	20	Senior
20	The Exchange at Gateway	10562 Santa Fe Drive	(626) 478-0760	132	Family
21	Palo Verde	4704 Peck Road	(323) 454-6212	48	Family/Veterans

Source: City of El Monte, 2019.

Upcoming Affordable Housing Project:

- Baldwin Rose - Mercy Housing 4102-4156 Baldwin Avenue El Monte, CA 91731 ~ 54 Total Units (22 units reserved for Veteran households experiencing homelessness, and 32 units for low income Veteran households)

Map 2-17 of Affordable Housing Projects



Source: City of El Monte, 2019.

Section 3

MORTGAGE LENDING PRACTICES

A key aspect of fair housing choice is equal access to credit for the purchase or improvement of a home. Lending policies and requirements related to credit history, current credit rating, employment history, and the general character of applicants permit lenders to use a great deal of discretion and in the process deny loans even though the prospective borrower would have been an acceptable risk. This section reviews the lending practices of financial institutions and the access to home loans for ethnic minorities of all income groups.

Background

Discriminatory practices in home mortgage lending have evolved in the past five to six decades. In the 1940s and 1950s, racial discrimination in mortgage lending was easy to spot. From government-sponsored racial covenants to the redlining practices of private mortgage lenders and financial institutions, ethnic minorities were denied access to home mortgages in ways that severely limited their ability to purchase a

home. During the rise of the subprime loan market,[2] discriminatory lending practices became more subtle. By employing high-pressure sales practices and deceptive tactics, some mortgage brokers pushed minority borrowers into high-cost subprime mortgages that were not well suited to their needs and led to financial problems. According to 2007 HMDA data, four of every ten home purchase mortgages issued to minorities in 2006 were subprime loans - twice the number of subprime loans issued to White borrowers. The pattern and trend of subprime rate lending led to high-cost (subprime) loans and foreclosures being concentrated in low-income minority neighborhoods.[3]

Legislative Protection

In the past, fair lending practices were not always employed by financial institutions. Credit market distortions and other activities such as redlining prevented some groups from enjoying equal access to credit. The passage of the Community Reinvestment Act (CRA) in 1977 was designed to improve access to credit for all members of the community. The CRA is intended to encourage regulated financial institutions to help meet the credit needs of entire communities, including low- and moderate-income neighborhoods. The CRA requires that each insured depository institution's record in helping meet the credit needs of its entire community be evaluated periodically. That record is taken into account in considering an institution's application for deposit facilities, including mergers and acquisitions.

In tandem with the CRA, HMDA, initially enacted in 1975 and substantially expanded in 1989, required banks to disclose detailed information about their mortgage lending. The law aimed to curb discrimination in such lending and to create more equal opportunity to access credit. The disclosure requirement compelled banks, savings and loan associations and other lending institutions to report annually the amounts and geographical distribution of their mortgage applications, origins, and purchases disaggregated by race, gender, annual income and other characteristics. The data, collected and disclosed by the Federal Financial Institutions Examination Council (FFIEC), were made available to the public and to financial regulators to determine if lenders were serving the housing needs of the communities where they were located.

The FFIEC data provide some insights regarding the lending patterns that exist in a community. However, the data are only an indicator of potential problems; the data lack the financial details of the loan terms to enable definite conclusions about redlining or discrimination.

Availability of Financing

Mortgage interest rates have a large influence over the affordability of housing. Increases in interest rates decrease the number of persons able to afford a home purchase. Decreases in interest rates result in more potential homebuyers introduced into the market.

National policies and economic conditions determine interest rates, and there is little that local governments can do to affect these rates. Jurisdictions can, however, "leverage" funds by offering interest

[2]TD Bank Corp. (2007, April 30). *A Primer on the U.S. Sub-Prime Market.* The subprime mortgage market ballooned in 2005 and 2006 to 20 percent–25 percent of all new mortgages, capturing more than twice the market share seen over the prior 10 years.
[3]Joint Center for Housing Studies of Harvard University. (2009). *The State of the Nation's Housing 2009.*

rate write-downs to extend home purchase opportunities to lower income households. In addition, government insured loan programs may be available to reduce mortgage down payment requirements.

First time homebuyers are the most impacted by financing requirements. As of January 2020, mortgage interest rates for new home purchases in California ranged from 2.88% - 5.88% with an average rate of 3.41% for a fixed rate 15-year mortgage. Lower initial rates may be available with Graduated Payment Mortgages (GPMs), Adjustable Rate Mortgages (ARM's), and Buy-Down Mortgages. However, variable interest rate mortgages on affordable homes may increase to the point that interest rates exceed the cost of living adjustments, which is a constraint on affordability. Although interest rates are currently low, they can change significantly and substantially impact the affordability of the housing stock.

Interest rates in 2020 are not a constraint to affordable housing; however more strict lending standards could pose a constraint to affordable housing. An increase of one percentage point can make a monthly payment out of reach for many lower income households. As such, financing for long term mortgages is generally available in El Monte, subject to normal underwriting standards.

A more critical impediment to homeownership involves both the affordability of the housing stock and the ability of potential buyers to fulfill down payment requirements. Typically, conventional home loans will require 80% loan-to-value and represents the largest constraint to homebuyers. Other programs, such as those for first-time homebuyers, can find down payment requirements between 5% and 20%.

One of the greatest impediments to homeownership, however, is credit worthiness. According to the Federal Housing Authority, lenders consider a person's debt-to-income ratio, cash available for down payment, and credit history, when determining a maximum loan amount. Many financial institutions are willing to significantly decrease down payment requirements and increase loan amounts to persons with good credit rating. Persons with poor credit ratings may be forced to accept a higher interest rate or a loan amount insufficient to purchase a house. Poor credit rating can be especially damaging to lower-income residents, who have fewer financial resources with which to qualify for a loan. The FHA is generally more flexible than conventional lenders in its qualifying guidelines and allows many residents to re-establish a good credit history.

Under the Home Mortgage Disclosure Act (HMDA), lending institutions are required to report lending activity by census tract. The data blow in Table 3-1 presents the disposition of home conventional home purchase loan applications in 2016 by income of the applicants for the Los Angeles – Long Beach – Glendale MSA, which includes the City of El Monte. Table 3-2 Summarizes the findings.

Table 3-1 Disposition of Conventional Home Purchase Loan Applications

Race	>50% MSA Median		50-79% MSA Median		80-99% MSA Median		100-119% MSA Median		120% or More of MSA Median	
Loans	Applications	Originated	Applications	Originated	Applications	Originated	Applications	Originated	Applications	Originated
American Indian	3	0	18	5	34	17	33	26	165	108
Asian	157	74	621	407	845	600	1,093	768	11,183	7,906

Black	30	11	170	73	261	134	286	182	1,540	971
Native Hawaiian	9	2	30	15	26	17	36	24	314	217
White	545	213	2,039	1,103	2,732	1,758	3,138	2,124	33,621	32,845
2 or More Minority Races	0	0	4	2	4	4	2		58	37
Joint (White/Minority Race)	3	1	19	10	38	24	50	39	1,906	1,356
Race Not Available	80	21	305	134	420	236	507	317	7334	4,822

Home Mortgage Disclosure Act (HMDA), Accessed in July 2020.
Note: "Originated" refers to loans approved by the lender and accepted by the applicant.

Table 3-2 Summary of Conventional Home Purchase Loan Applications

Applicant Income	Total Applications	Percent Originated	Percent Denied
Very Low Income (<50% MSA/MD Median)	827	39%	36%
Low Income (50-80 MSA/MD Median)	3,206	55%	20%
Moderate Income (80-120% MSA/MD Median)	9,505	66%	12%
Upper Income (>120% MSA/MD Median)	56,121	70%	10%

Source: Home Mortgage Disclosure Act (HMDA), Accessed in July 2020.

In total 72,290 applications were received, and 49,217 conventional home purchase loans were issued in 2016. The data includes purchases of one to four-unit homes as well as manufactured homes. Over 75% of the loan applications were received from upper-income households or above (earning greater than 120% of Median Family Income [MFI]). The overall loan origination rate decreased as income decreased.

The availability of financing in a community depends on a number of factors, including the type of lending institutions active in the community, lending practices, rates and fees charged, laws and regulations governing financial institutions, and equal access to those institutions. Through analysis of HMDA data on the disposition of residential loan applications, an assessment can be made of the availability of residential financing within a community.

Under HMDA, lending institutions are required to disclose information on the disposition of loan applications as well as the income, gender, and race of loan applicants.

Subprime Lending

According to the Federal Reserve, *prime* mortgages are offered to persons with excellent credit and employment history and income adequate to support the loan amount. *Subprime* loans are loans to borrowers who have less-than-perfect credit history, poor employment history, or other factors such as limited income. By providing loans to those who do not meet the credit standards for borrowers in the prime market, subprime lending can and does serve a critical role in increasing levels of homeownership. Households that are interested in buying a home but have blemishes in their credit record, insufficient credit history, or nontraditional sources of income might otherwise be unable to purchase a home. The subprime loan market offered these borrowers opportunities to obtain loans that they would be unable to realize in the prime loan market.

Subprime lenders generally have interest rates that are higher than those in the prime market and often lack the regulatory oversight required for prime lenders because they are not owned by regulated financial institutions. In the past decade, however, many large and well-known banks became involved in the subprime market either through acquisitions of other firms or by directly initiating loans that were subprime.

Most subprime loans provide families with payments for the first couple of years at a low "teaser" rate. After that, the loans reset every six months or year to a higher, fully indexed rate, which can cost borrowers hundreds of extra dollars each month.[4] This extra expense has increased the housing cost burden of many families and ultimately resulted in foreclosed homes for many.

Although subprime lending cannot in and of itself be equated with predatory lending, studies have shown a high incidence of predatory lending in the subprime market.[5] Unlike in the prime lending market, overly high approval rates in the subprime market are a potential cause for concern when the target clients are considered high-risk. Many large banks have also been involved in the subprime market but are not identified as subprime lenders exclusively. The FFIEC data does not provide information on which loans were subprime loans. As such, analysis on this topic is difficult.

Predatory Lending

With an active housing market, potential predatory lending practices by financial institutions could arise. Predatory lending involves abusive loan practices usually targeting minority homeowners or those with less-than-perfect credit histories. The predatory practices typically include high fees, hidden costs, unnecessary insurance, and larger repayments due in later years. One of the most common predatory lending practices is placing borrowers into higher interest rate loans than called for by their credit status. Although the borrowers may be eligible for loans in the prime market, they are directed into more expensive and higher fee loans in the subprime market. In other cases, fraudulent appraisal data is used to mislead homebuyers into purchasing overvalued homes, or fraudulent or misrepresented financial data is used to encourage homebuyers into assuming a larger loan than can be afforded. Both cases almost inevitably result in foreclosure.

In recent years, predatory lending has also penetrated the home improvement financing market. Seniors and ethnic minority homeowners are the usual targets. In general, home improvement financing is more difficult to obtain than home purchase financing. Many homeowners have a debt-to-income ratio that is too high to qualify for home improvement loans in the prime market and become targets of predatory lending in the subprime market. Seniors are often swindled into installing unnecessary devices or making unnecessary improvements that are bundled with unreasonable financing terms.

Predatory lending is a growing fair housing issue. Predatory as well as discriminatory lending is addressed under the Fair Housing Act of 1968, which requires equal treatment in the terms and conditions of housing

---

4Christie, L. (2007, March). Subprime risk: Most vulnerable markets. 2.2 million homeowners are endangered by the subprime crisis. Which markets may be hardest hit? *CNN Money.*

5California Reinvestment Committee. (2001, November). *Stolen Wealth: Inequities in California's Subprime Mortgage Market*.

opportunities and credit regardless of race, religion, color, national origin, family status. or disability. This applies to loan originators as well as the secondary market. The Equal Credit Opportunity Act of 1972 requires equal treatment in loan terms and availability of credit for all of the above categories, as well as age, sex and marital status. Lenders that engage in predatory lending would violate these acts if they were to target ethnic minority or elderly households to buy higher-priced and unequal loan products, treat loans for protected classes differently than those of comparably creditworthy White applicants, or have policies or practices that have a disproportionate effect on the protected classes.

Data available to investigate the presence of predatory lending are extremely limited. At present, the FFIEC data are the most comprehensive available for evaluating lending practices. However, as discussed before, the FFIEC data lack the financial details of the loan terms to conclude any kind of predatory lending. Efforts at the national level for increased reporting requirements in order to curb predatory lending are ongoing.

Predatory lending and unsound investment practices have resulted in a credit crunch that has spread well beyond the housing market and is now affecting the cost of credit for local government borrowing, as well as local property tax revenues. To curb the future negative impact of predatory lending, in June 2009 the Governor of California in June 2009 signed into law Assembly Bill 260, reforming mortgage lending and specifically banning predatory lending practices. The legislation created a fiduciary duty standard for mortgage brokers, eliminated compensation incentives that encourage the steering of borrowers into risky loans, and established regulations on prepayment penalties.[6]

State and Federal Programs

The Federal "Mortgage Reform and Anti-Predatory Lending Act of 2007" (H.R. 3915) establishes reforms to protect consumers from predatory lending practices. The Act creates a licensing system for residential mortgage loan originators, establishes a minimum standard requiring that borrowers have a reasonable ability to repay a loan, and attaches a limited liability to secondary market securities. The Act also expands consumer protections for "high-cost loans," includes protections for renters of foreclosed homes, and establishes an Office of Housing Counseling through HUD.

In February 2011, CalHFA launched the Keep Your Home California program using $2 billion in federal funds from the 2008 rescue of the financial system. State officials hope to fend off foreclosure for about 95,000 borrowers and provide moving assistance to about 6,500 people who do lose their homes. As of April 2014, over 38,500 applicants had qualified for assistance. The program is limited to low and moderate-income households (up to 120 percent AMI), and the maximum benefit is $100,000 for any household.

In February 2012, President Obama obtained approval from the U.S. Congress for $5 to $10 billion in financial aid to assist approximately 3.5 million distressed homeowners refinance debt-ridden mortgages. The proposed program is targeted to "underwater" homeowners that have stayed current on their mortgage payments but are unable to refinance under historically low interest rates as they owe more on their mortgage than their home is worth. Unlike the current federal Making Your Home Affordable programs that require loans to be backed or owned by Fannie Mae, Freddie Mac or FHA, the new program

[6]State of California, AB 260

would be expanded to underwater homeowners whose loans are owned by banks or investors. Eligibility under the program includes:

- Six months of current on mortgage payments, with no more than one missed payment in the previous six months;
- Minimum credit score of 580;
- No more than 40 percent underwater on the loan; and
- Limited to mortgages below FHA's conforming loan limits ($729,750 in Southern California).

The California Homeowners Bill of Rights, signed into law by Governor Jerry Brown, went into effect in January 2013. According to former Attorney General Kamala Harris, the Bill of Rights "prohibits a series of inherently unfair bank practices that have needlessly forced thousands of Californians into foreclosure." This legislation will make the mortgage and foreclosure process fairer and more transparent, which will benefit homeowners, their community, and the housing market as a whole. The primary tenets of the Homeowners Bill of Rights include:

- Restriction of Dual-Tracking - Dual tracking is when a lender proceeds in taking two simultaneous, yet inconsistent actions against a borrow, in this case, the foreclosure process and loan modification review.
- Single Point of Contact - Guarantees borrowers a single point of contact at their lender/servicer in regard to the foreclosure process or loan modification process.
- Ending "Robo-Signing" - Requiring a live person to verify whether a bank has the right to foreclose before foreclosure proceedings can begin.

Section 4

PUBLIC POLICIES AND PRACTICES

Public policies established at the state, regional and local levels can affect housing development and therefore could have an impact on the range of housing choices available to residents. This section discusses the various public policies that might influence fair housing choice in the city of El Monte.

Public Policy

Public policies established at the state, regional and local levels can affect housing development and therefore could have an impact on the range of housing choices available to residents. This section discusses the various public policies that might influence fair housing choice in the City of El Monte.

Land use policies are fundamental to ensuring housing opportunities. The El Monte General Plan and the Zoning Ordinance regulate the amount, location, type and density of housing in the City of El Monte. Land use policies that do not promote a variety of housing options can impede housing choice.

Development standards include zoning ordinances, subdivision ordinances, and building code requirements. The most far-reaching constraints are those contained in a city's zoning ordinance, which is the most traditional tool used by a local jurisdiction to regulate the use of private land. Zoning regulates the use; density; floor area; setbacks; parking; and placement and mix of residential, commercial, and industrial projects to reflect the community's development goals and objectives.

Housing Element

The Housing Element is one of seven mandated elements of El Monte's General Plan. Enacted in 1969, and revised in 2008 by Senate Bill Number 2, housing element law requires that local governments adequately plan to meet the existing and projected housing needs of all economic segments of their community.

Assembly Bill 686 (AB 686) which became law January 1, 2019 creates a duty to affirmatively further fair housing (AFFH) by requiring all federal agencies, including HUD, and their funding recipients to take steps to proactively address segregation in programs and activities related to housing and community development. In 2015, HUD issued a regulation requiring local governments receiving federal funds (e.g., Community Development Block Grants) and public housing authorities to complete an Assessment of Fair Housing as a condition of receiving HUD funds. The regulation required local governments and housing authorities to identify the policies, practices, or conditions that shaped disparities in access to housing and broader opportunities experienced by communities of color, persons with disabilities, and other groups protected by the Fair Housing Act ("protected groups"). More importantly, the regulation mandated that local governments and housing authorities identify meaningful goals to address the impacts of systemic issues such as residential segregation, housing cost burden, and unequal educational or employment opportunities to the extent these issues create and/or perpetuate discrimination against protected groups.

According to California state law, the housing element of any community's general plan is required to be reviewed by the state's Housing and Community Development (HCD) to assure compliance with housing

laws. An important criterion of HCD approval of any housing element includes a determination that the local jurisdiction's policies do not unduly constrain the maintenance, improvement and development of a variety of housing choices for all income levels.

The current El Monte Housing Element identifies strategies and programs that focus on:

- Promoting sufficient housing to meet the diverse housing needs of all economic segments of the present and future City of El Monte;
- Preserving existing housing stock within areas for which a desirable living environment can be provided; to promote conversion of such residential areas for which a desirable living environment cannot be sustained; and
- Providing adequate shelter opportunities and assistance programs for those families and individuals who are either homeless or are at risk of becoming homeless.

To implement these policies, the Housing Element contains different housing programs designed to support and implement the City's housing goals. Where relevant to this Analysis of Impediments Report, housing programs which affect fair housing are described.

Regional Housing Needs Assessment (RHNA)

These goals accommodate the City's designated Regional Housing Needs Assessment (RHNA) allocation. The RHNA is not a mandate to construct the full number of housing units assigned to the jurisdiction. However, the City is obligated to make a "good faith effort" to accommodate the RHNA housing needs, and that the zoning code is permissive with respect to allowing construction of a variety of housing types to meet the special needs of the population.

The RHNA establishes two important parameters for future planning: the "short-term housing construction need" during the planning period which consists of the level of construction necessary to meet the housing needs of the projected population growth for the jurisdiction and takes into account adjustments to meet desired vacancy rates and anticipated housing demolitions; and the "fair share distribution of housing needs among income groups," which is the future housing need for the planning period distributed among the four income categories of very-low, low, moderate and above-moderate income.

Every five years, California law requires cities to plan to accommodate population and employment growth in their community through implementing responsive housing policies and programs. To assist in that effort, the Southern California Association of Governments (SCAG) prepares housing construction needs goals for each city in southern California as part of the Regional Housing Needs Assessment (RHNA). All local governments, including El Monte, are required to set aside sufficient land, adopt programs, and provide funding, to the extent feasible, to facilitate and encourage housing production commensurate with that need.

Total "housing construction need" comprises three components: 1) the number of housing units needed to accommodate future population and employment growth; (2) an additional allowance to allow for the replacement of demolished units and normal vacancy rates; and (3)a fair adjustment that determines

housing need by different affordability levels. The following discusses the specifics of each factor in El Monte.

Population and Job Growth

The first component of construction need represents the number of units needed to accommodate new households forming as a result of population and employment growth. El Monte's housing need is based on SCAG's regional growth forecast adopted in the 2012-2035 Regional Transportation Plan (RTP). The household growth component is determined by calculating the expected population growth that will occur in El Monte from 2014 to 2021. The majority of population growth will occur as a result of housing projects built in the downtown, along corridors, and as infill within neighborhoods. Job growth is an important factor because it creates an additional demand for new housing in a community. The RTP projects that El Monte's job base will increase by 2,000 jobs over the next 20 years.

The City's General Plan projects growth in the El Monte Gateway, Flair Business Park, Northwest Industrial District, and El Monte Downtown. The El Monte Gateway EIR projects an increase of 2,500 to 3,000 new jobs over buildout, with much larger increases slated for Flair Park and Northwest Industrial District.

Housing Factors

The RHNA goal for new construction incorporates additional units to accommodate two factors in the housing market. First, the housing market requires a certain number of vacant units to allow for sufficient choice for consumers, maintain rents and prices at adequate levels, and encourage normal housing maintenance and repair. For the latest RHNA cycle in the SCAG region, "healthy market vacancy" rates were estimated to be 1.5% for owner occupied housing and 4.5% for rental housing.

SCAG also adjusts the construction need goal to replace housing units lost from residential uses. Over time, the City of El Monte can expect that a certain number of housing units will be lost due to demolition, fire, conversion to nonresidential uses, recycling to other uses, or a variety of other reasons. Therefore, SCAG adjusts the City's housing production goals by a standard "replacement factor," which is based on the historical rate of units lost to demolition in each community.

Fair Share Factor

El Monte's construction need represents the total construction need to accommodate expected population and employment growth, while accommodating a normal amount of vacancies and replacement units. This need is furthered divided into four household income categories defined by state law. These include:

- Extremely low: households earning 30 percent or less of CMFI, that is, a maximum income of $25,300 for a household of four.
- Very low: households earning 31 to 50 percent of CMFI, or a maximum income of $42,150 for a household of four.
- Low: households earning 51 to 80 percent of CMFI, or a maximum of $67,450 for a four-person household.
- Moderate: households earning 81 to 120 percent of CMFI, or a maximum income of $77,750 for a household of four.

California law states that the RHNA is required to avoid or mitigate the overconcentration of income groups in a jurisdiction to achieve its objective of increasing supply and mix of housing types, tenure, and

affordability in an equitable manner. In theory, the idea is to require jurisdictions with a smaller proportion of lower income units to provide a larger share of those units as part of their construction need to compensate for other jurisdictions that already accommodate more than their fair share. SCAG adopted a regional policy that each city move 110 percent toward the county income distribution in each income category. Table 4-1 below presents El Monte's Regional Housing Needs Allocation for the period of 2014 to 2021.

Table 4-1 RHNA Allocations by Income Category

Household Income Levels	Percent of CMFI	RHNA for 2014-2021
Very Low	Less than 50%	529
Low	50% to 80%	315
Moderate	81% to 120%	352
Above Moderate	Over 120%	946
Total		2,142

Source: City of El Monte Annual Housing Report, 2019.

The City has taken proactive measures to construct market-rate and affordable units to meet their RHNA housing goals. A total of 168 dwelling units were completed in 2019 and it is projected that a total of 935 additional units will need to be produced between 2020 and 2021 in order to meet the RHNA goals. The units for 2019 include several major projects such as the Baldwin/Rose Project (55 low/very low-income units) and portions of the Santa Anita/Owens (40 townhouse units) project. Furthermore, a number of residential projects were approved with entitlements during the same period. However, these units will not be added to the totals until building permits have been issued. Table 4-2 lists the number affordable housing units created between 2013-2019.

Table 4-2 Housing Construction by Income Category

Household Income Levels	Percent of CMFI	Units Constructed Between 2013-2019
Very Low	Less than 50%	331
Low	50% to 80%	71
Moderate	81% to 120%	12
Above Moderate	Over 120%	824
Total		1,238

Source: City of El Monte Annual Housing Report, 2019.

Land Use Policy

Higher-density housing reduces land costs on a per-unit basis and thus facilitates the development of affordable housing. Restrictive zoning that requires unusually large lots and building sizes can substantially increase housing costs and impede housing production. Although housing affordability alone is not a fair housing issue, many low- and moderate-income households are disproportionately concentrated in groups protected under the fair housing laws, such as persons with disabilities and persons of color. When the availability of affordable housing is limited, indirectly affecting the housing choices available to groups protected by fair housing laws, fair housing concerns may arise.

The Land Use Policy prescribes the allowable uses of land in El Monte. Land use categories are provided to guide the type of development, intensity or density of development, and the permitted uses of land.

The General Plan sets forth three primary residential land use categories and two mixed residential-commercial land use categories. The Zoning Code implements the General Plan by providing specific direction and development standards within each of the general land use categories. Each of the general plan land use designations corresponds to one or more specific zoning districts, described below in Table 4-3.

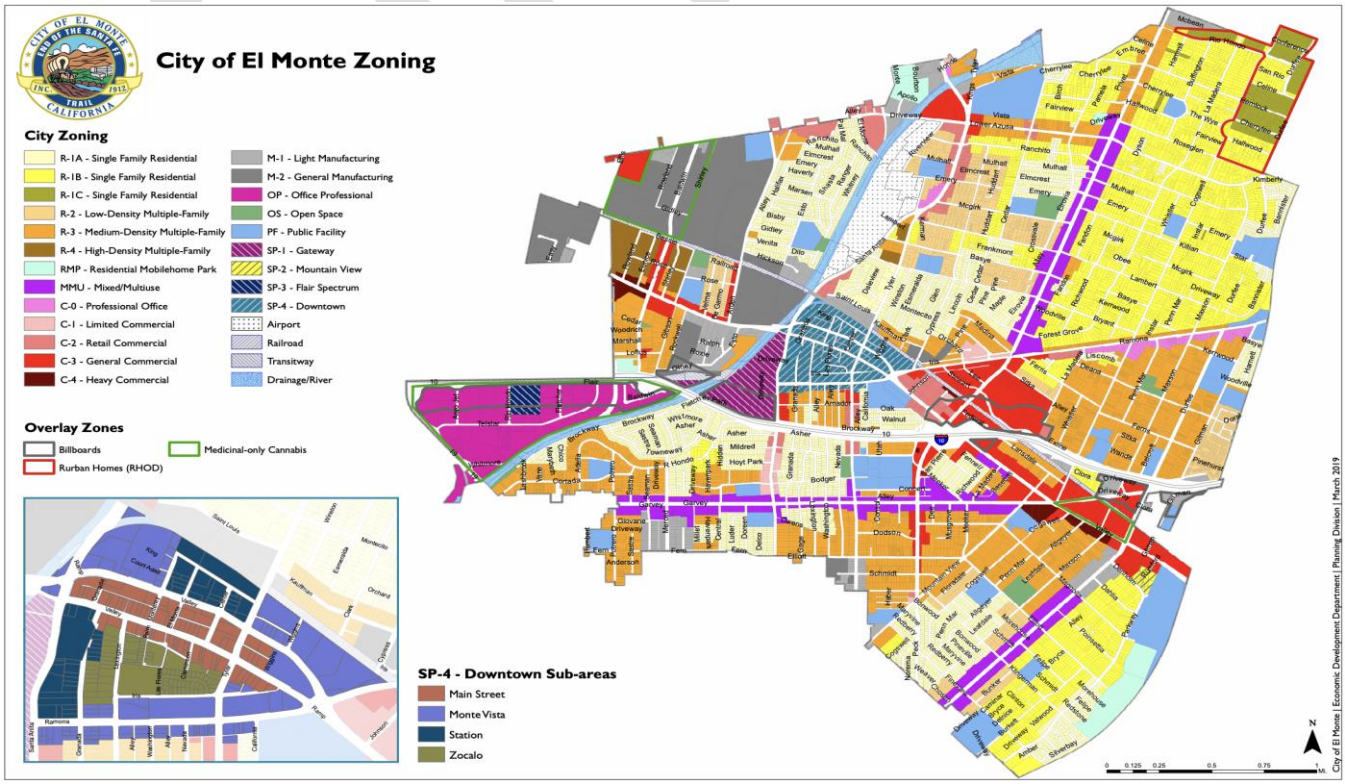
Table 4-3 Zoning in El Monte

General Plan Land Use Designation	*Zoning Districts*	*Allowed Residential Uses*
Low Density Residential (0 to 6 du/ac)	R-1	Single-family detached homes, many of which are on larger lots in the community, particularly in northwest El Monte and Norwood Village area.
Medium Density (6.1 to 14.0 du/ac)	R-2, R-3	Accommodates attached and detached single-family homes, townhomes, condominiums, low-rise apartments, and other multifamily residences in higher density residential neighborhoods.
High Density (14.1 to 25 du/ac)	R-4	Accommodates town homes, apartments, planned residential developments, and senior housing primarily in Downtown, near a mix of transportation, shopping, business, public services, and public facilities.
Mixed/Multi-Use Housing (25.1-35.0 du.ac)	M/MU	Intended to provide for a mixture of medium density residential and neighborhood commercial development, with a focus along transportation corridors.
Downtown Core (0-25.0 du/ac)	R-1, R-2, R-3, R-4	Intended to provide the widest variety of housing types as well as mixed use, both horizontal and vertical uses. This designation is focused in the Greater Downtown.

Source: El Monte General Plan, 2011.

Table 4-4 depicts the land use capabilities across the city.

Table 4-4 Land Use Map



Source: City of El Monte Economic Development, Planning Division, 2019.

Housing Opportunities

Housing Element law requires that cities facilitate and encourage the provision of a range in types and prices of housing for all economic and special needs groups. Local government policies that limit or exclude housing for persons with disabilities, lower income people, people who are homeless, families with children, or other groups may violate the Fair Housing Act.

Single Family and Multi-Family Residential Housing

The City of El Monte allows conventional single- and multiple-family housing in a wide variety of residential zones, including some commercial zones. Single-family housing is permitted in all residential zones and conditionally permitted in the C-1 zone. Presently, senior housing is being built or proposed in various commercial zones.

Multiple-family housing (e.g., projects with three or more attached or detached residential units) is conditionally allowed in the R-3 and R-4 zones and within the Mixed/Multi-Use zone and Downtown Core. Multiple-family housing is also a by-right use in the El Monte Gateway/Transit Village Specific Plan.

The City presently applies a conditional use permit for multiple-family housing to address many of the problems inherent in neighborhoods where older apartment projects were built. As the City has grown by annexation and as significant multiple-family projects were built before modern design and management standards, the City has seen significant deterioration of these apartment projects. These projects have led to a devaluation of adjacent properties and neighborhoods. The City therefore applies a conditional use permit process to ensure that infill housing development within existing residential neighborhoods are built to meet community expectations with respect to design and quality. The City mitigates the impact of the conditional use permit process by designating other areas in the community for mixed/multi-use by right. With the adoption of the 2025 General Plan, more than 100 acres of residential commercial, and industrial land was redesignated and rezoned for mixed/multi-use housing along several corridors and in the El Monte Gateway.

Mixed Uses

Mixed use is allowed within the Neighborhood Commercial and Downtown Core land use districts. The 2025 General Plan also introduced a Mixed/Multi-Use designation which allows for mixed/multiuse housing along corridors. Mixed/multi uses can be vertically integrated (e.g., commercial frontage with residential and/or office uses above the first floor) or horizontal (housing adjacent to commercial and office uses). The scale, size, and mix of land uses vary based on the location and character of surrounding land uses. Densities of 25 to 35 units per acre and/or FAR of up to 1.00 are allowed.

As explained above, the City of El Monte updated its General Plan. As part of this effort, the City created a new Mixed/Multi-Use general plan designation and is in the process of implementing the zoning standards to facilitate quality housing along specific corridors in the city. This effort is intended to revitalize aging and underperforming corridors, accommodate future population and employment growth, and also

meet the City's share of the region's need for new housing, including affordable housing. Corridors to be redesignated for mixed/multiuses include Garvey Avenue, Durfee Avenue, and Peck Road. Additional programs will specify the permitting process for new housing.

Second Dwelling Units/Accessory Dwelling Units

In accordance with Assembly Bill (AB) 68, each single-family home may now construct at least one Accessory Dwelling Unit (ADU). Table 3-3 shows the permitted zones, maximum quantity and minimum lot size that will be ministerially permitted on any lot zoned to allow single-family or multifamily dwelling residential use and includes a proposed or existing dwelling. An urgency ordinance of the El Monte City Council amended chapters 18.04 (definitions), 17.06 (general regulations and 17.08 (parking) of Title 17 (zoning) of the El Monte Municipal Code regarding Accessory Dwelling Units to conform with new California Legislature Bills pertaining to ADUs. The new definition of "accessory dwelling unit," as set forth in section 17.04.020 of the El Monte Municipal Code is listed below.

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

Table 3-3 Accessory Dwelling Unit Zoning Structure

Zoning	Existing Structures On-Site	# of ADUs permitted	# of Junior ADUs permitted
Single-family	Single-family structure	One ADU	One Junior ADU
Multifamily or non-multifamily that allows residential	Single-family structure	One ADU	One Junior ADU
Single-family	Multifamily structure	Two detached ADUs and permit up to 25% of the existing multifamily units in each building to provide an ADU within the existing dwelling units, or one unit	None
Multifamily or non-multifamily that allows residential			None

Source: City of El Monte Planning Documents, 2020.

These additional units can provide an important source of affordable housing for persons and families of low and moderate income.

Mobile Home Parks and Manufactured Housing

California law (Government Code) specifies that permanently sited manufactured homes that are built to the HUD Code may generally not be excluded from lots zoned for single-family dwellings (unless more than 10 years old) and are subject to the same rules as site-built homes, except for certain architectural requirements. A city may not require an administrative permit, planning or development process, or other requirement that is not imposed on a conventional single-family dwelling.

The City of El Monte has amended the Zoning Code to define and distinguish manufactured housing from mobile homes, set forth appropriate architectural guidelines, and defined the process for approving or disapproving such uses. According to the 2014-2018 ACS, of the 31,157 housing units in El monte, 5.5% were mobile homes. The City contains 33 mobilehome parks with 1,427 spaces for mobilehomes.

Mobile home parks in the City provide lower income residents with affordable housing. According to a 2015 study of mobile home parks conducted for the City of El Monte, the mobile home park residents are primarily low-income households. Half of the respondents to the resident survey reported an annual household income of $15,000 or under. Thirty-seven percent of the households reported an annual income between $15,000 and $29,999. Households in mobile homes have almost twice the average percentage of households in poverty when compared to all households in the City.

Finding alternative sites for the relocation of mobile homes is difficult due to the shortage of vacant rental spaces, which is a function of the actual immobility of mobile homes and the scarce supply of land for mobile home parks and mobile home park spaces. The cost of moving a mobile home is substantial and the risk of damage to the mobile home is significant. Private sector ownership of mobile home parks brings with it economic incentives to raise rents, which in light of the scarcity of spaces and the prohibitive cost of mobile home relocation, makes mobile home owner susceptible to excessive or unfair rent increases.

To ensure that conditions are preserved to promote and enhance fairness in the economic relationship between mobile home park owners and mobile home owners, the City of El Monte is currently in the process of adopting a mobile home park rent stabilization ordinance. The City recognizes that mobile homeowners and residents should be protected from unreasonable space rental increases, while also recognizing the need of mobile home park owners to receive a just and reasonable return on their investment.

In 2013, the City Council adopted regulations governing the change of use of mobile home parks in order to balance the needs of protecting mobile home park residents from displacement and hardships with the rights of mobile home park owners to make decisions concerning their businesses and property use. The City has adopted Mobile home Park Discontinuance and Tenant Relocation Regulations to set forth procedures for the conversion of an existing mobile home park or spaces to another use. These regulations are intended to benefit the general public by minimizing the adverse impact on the housing supply and on displaced persons by providing certain rights and benefits to tenants and by requiring tenant relocation assistance whenever an existing mobile home park or portion thereof is converted to another use. The regulations require mobile home park owners who wish to convert their property for another use to file an application to discontinue the mobile home park or mobile home park use. The application for discontinuance is required to include a relocation plan that will comply with standards and regulations developed by the Planning Commission.

Residential Care Facilities

California law states that disabled persons and children and adults who require supervised care are entitled to live in normal residential settings. State law preempts cities from imposing many regulations on community care facilities. The Health and Safety Code (§§ 1500 et seq.) requires that group homes serving six or fewer persons be (1) treated the same as any other residential use, (2) allowed by right in all

residential zones, and (3) be subject to the same development standards, fees, taxes, and permit procedures as those imposed on the same type of housing in the same zone.

The City allows state-licensed care facilities serving six or fewer persons by right in all residential zones. In compliance with state law, these facilities are treated like any other residential use in the same single-family or multiple-family residential zone. The City also permits residential facilities serving seven or more residents in any zone pursuant to a conditional use permit as allowed in state law. In recent years, the City has received requests to establish sober living homes, boarding and lodging houses, parolee homes, and other uses not licensed by the State of California. Currently, the Zoning Code does not define these uses nor provide guidance regarding how to permit or regulate these facilities in a manner compatible with residential neighborhoods. As a result, some facilities could be unduly denied permission to locate in El Monte while others could be allowed by right, even in cases where the City actually has the authority to impose reasonable regulations.

The City has amended the Zoning Code to define residential care facilities consistent with state law and specified the permitting processes required for these uses under state law.

Housing for Homeless People

Recent state legislation has dramatically changed the ways in which local governments address homelessness. The state legislature has recognized the growing problem of homelessness, the complex causes associated with homelessness (including lack of affordable housing, mental illness and substance abuse, and release from prison), the lack of facilities available for individuals and families, and the need for all communities to provide housing opportunities for this segment of the population. The state legislature thus enacted Senate Bill 2 to address this need, which allows for a continuum of housing opportunities for homeless people, including emergency shelter, transitional housing, and permanent supportive housing. El Monte's provisions for such are described below.

- ***Emergency Shelters***. Emergency shelters are the first step in a homeless continuum of care program and are designed to allow homeless people a temporary place of stay. During the previous planning period, the Development Code was amended to define this use and permit an emergency shelter in the community.
- ***Transitional Housing***. Transitional facilities typically accommodate homeless people for up to two years as they stabilize their lives. The City allows transitional facilities serving six or fewer residents in any residential zone and has clarified the definition of facility in the Development Code.
- ***Supportive Housing***. Supportive housing is affordable housing with on-site or off-site services that help a person or family with multiple barriers to employment and housing stability. During the previous planning period, the Development Code was amended to define supportive housing and permit such facilities in the community.

The LAHSA Homeless Count data reports a decrease in homelessness in El Monte, from 517 people in the year 2018 to 428 people in 2019. Through a partnership with the East San Gabriel Valley Coalition for the Homeless, the Winter Shelter provides overnight shelter and support services to homeless and near-homeless neighbors. Shelter is provided at various places of worship located in San Gabriel Valley and transportation is available to transport persons in need to the Winter Shelter. The table below comes from the City's Homeless Plan and identified all shelters and supportive housing available in El Monte.

Table 3-5 Homeless Housing Options

Housing Project Type	Total Beds/ Units
Emergency Shelter	250
Transitional Housing	42
Rapid Re- Housing	6
Permanent Supportive Housing (El Monte Veterans Village, Mercy Housing)	44
Permanent Supportive Housing – Community Housing Options and Independent Supportive Sites (Alliance for Housing and Healing)	34

Source: El Monte Plan to Prevent and Combat Homelessness, 2018.

Pursuant to recent changes in State law, jurisdictions with an unmet need for emergency shelters are now required to identify a zone(s) where emergency shelters will be allowed as a permitted use without a conditional use permit or other discretionary permit. The identified zone must have sufficient capacity to accommodate the shelter need, and at a minimum provide capacity for at least one year-round shelter. Permit processing, development and management standards for emergency shelters must be objective and facilitate the development of, or conversion to, such uses.

The 2008-2014 Housing Plan designated the M-1 district, south of Garvey Avenue, as the appropriate zone for emergency shelters. During the previous planning period, the Zoning Code was amended to create an overlay district that will allow for emergency shelters as a by right use within the overlay zone, subject to the same development and management standards as other permitted uses in the zone. The development standards that apply to these areas are the least restrictive. The area allows a maximum FAR of 1.5, with no height restrictions. Parking is 1 space per 500 square feet of leasable space. The front setback is 40 to 50 feet, with only 20 to 25 feet side and rear setback. The M-1 overlay is well suited for an emergency shelter. Located near Flair Park and downtown, the zone is within 1 mile of service providers, transit, health care, employment training, and other services. Major transit routes run along Garvey Avenue, connecting users to all parts of El Monte. Heavy manufacturing uses have long left El Monte and the Zoning Code is being amended to allow light industrial uses compatible with the area. There are no environmental or health risks in the general area.

With respect to area, the subject area contains 94 parcels that total 21 acres. Many of the adjacent sites are owned by a single property owner. Thus, the average size of the 78 combined parcels is approximately 12,000 square feet. The area is highly underutilized with marginal businesses occupying many sites, including kennels, light industrial uses, warehousing or storage. Vacancy rates are high within the area, indicating that buildings are suitable for renovation/conversion to an emergency shelter. In addition to

application of M-1 development standards, pursuant to SB 2, the City can also specify written, objective standards to regulate the following aspects of emergency shelters to enhance compatibility:

- Maximum number of beds or persons permitted to be served nightly by the facility;
- Size and location of exterior and interior onsite waiting and client intake areas and lighting and security;
- Off-street parking based on demonstrated need, but not to exceed parking requirements for other residential or commercial the size;
- Provision of on-site management;
- Proximity of other emergency shelters, provided that emergency shelters are not required to be more than 300 feet apart; and the length of stay.

Regulatory Concessions

The City uses several planning tools to facilitate and encourage the development of a wide variety of creative housing products that are affordable to people earning a wide range of incomes. These regulatory concessions are described below:

Density Bonus. The City approves density bonuses for residential projects that allow up to 35 percent more units than otherwise authorized in a particular zone when affordability targets are met as specified in state law. The City has allowed density bonuses for many senior apartment projects built in recent years. This allows a project to achieve higher rental incomes, thus enabling the subsidization of units affordable to low- and moderate-income households.

- Very Low-Income Units. For each one percent increase above five (5) percent in affordable units for very low-income households, the density bonus shall be increased by two and one-half (2.5) percent up to a maximum of thirty-five (35) percent
- Lower Income Units. For each one percent increase above ten (10) percent in the affordable units for lower income households, the density bonus shall be increased by one and one-half (1.5) percent up to a maximum of thirty-five (35) percent,
- Moderate Income Units. For each one percent increase above ten (10) percent in affordable units offered for sale to moderate income households, the density bonus shall be increased by one percent up to maximum thirty-five (35) percent

Planned Residential Development (PRD). The City uses a PRD designation to foster and encourage innovative design, variety, flexibility in land use, and a broad mix of housing types that would not be allowed in certain zoning districts. Zoning regulations pertaining to yard requirements, lot dimensions, street frontage of lots, and limitations on the number of dwelling units need not be applied if the Planning Commission finds and determines otherwise.

Modification-Variance. A modification may be granted for a parcel with physical characteristics so unusual that complying with the Zoning Code creates an exceptional hardship to the applicant or the Local Government Development Fees surrounding property owners. The characteristics must be unique to the property and, in general, not shared by adjacent parcels. A three-member group that includes the Building Official, Planning Services Manager, and one Planning Commissioner reviews the request and decide subject to appeal by the applicant to the Planning Commission. Variances require Planning Commission approval.

Development Fees and Taxes

The City of El Monte, like other cities in the region, charges various fees and assessments to cover the cost of processing development permits and ensure that adequate public facilities and services are available to support residential developments. Pro formas were analyzed based on different sizes of residential products.

Development fees range from $15,800 to $24,700 per unit depending on the size of the project, density, and location. City fees are approximately 6 percent of the project per-unit sales price, are generally comparable to other local jurisdictions, and are not considered to be a constraint to the development of affordable housing, given that many affordable senior projects have been built in the previous planning period.

In certain cases, however, the City has subsidized the cost of housing construction through the financing of site improvements, rebate of fees, and granting of density bonuses—all of which help to increase project revenues and mitigate the impact of fees on the construction of housing. Thus, although fees do add to the cost of residential development, the fees are not considered to constrain the production of affordable housing.

Table 3-4 Development Fees and Taxes

City Fees	Single Family Project	20 Unit Condo Project	40 Unit Apartment Project
Planning fees	$310	$11,410	$10,125
Engineering fees	$2,718	$6,926	$9,145
Building fees	$4,800	$37,196	$55,212
Park in lieu fee	$6,032	$110,000	$220,800
Streets ($815/ unit)	$815	$16,300	$32,600
Traffic ($67.90/unit)	$67.90	$1,358	$2,716
Drainage & Sewer ($1,980/MF unit)	$2,474	$39,600	$79,200

Source: Table 33 of the 2014- 2021 City of El Monte Housing Element Background Technical Report.
*Note: This analysis assumed a single-family home is 2,000 square feet, condominium unit is 1,500 square feet; and apartment unit is 1,200 square feet. For park fees, Quimby fees range from $6,000 to $8,200 per residential unit.

Building/Residential Codes

The City of El Monte has adopted the 2019 edition of the Los Angeles County Existing Building Code and the 2019 Los Angeles County Residential Code Building Code. California cities are required to adopt the

California Building Standards Code (Title 24 of the California Code of Regulations). The Code is a set of uniform health and safety codes covering building, electrical, mechanical, plumbing, fire safety, and other issues. Uniform codes are considered the minimum acceptable standards for health and safety.

Building codes regulate new construction and substantial rehabilitation. They are designed to ensure that adequate standards are met to protect against fire, collapse, unsanitary conditions, and safety hazards. The City follows the same building code standards as does Los Angeles County. These standards are set by the California Building Code. Building costs in El Monte do not appear to be unduly increased through local building codes. However, state regulations with respect to energy conservation, though perhaps cost effective in the long run, may add to initial construction costs.

State law allows cities to add local, more restrictive, amendments to the California Building Code, provided such amendments are reasonably necessary to address local climatic, geological, or topographic conditions. The City has adopted local amendments to address fire hazards, seismic conditions, wind conditions and minimal construction techniques for heavy rains and floods caused by special environmental conditions. None of these amendments directly or indirectly limits the type of housing opportunities available to disabled people nor limits access to housing. All local amendments are intended to strengthen and enhance building and safety standards to provide safer housing opportunities and disabled access to housing in excess of California's current requirements.

Accessibility Standards

El Monte also enforces the requirements of the 2019 California Building Codes and the applicable amendments of the City of El Monte set forth in Ordinance No. 890. The City's Building and Safety Department requires plans with fully dimensioned details indicating compliance with disabled access requirements, including:

- Disabled unit(s) and disabled adaptable unit(s)
- Disabled parking spaces
- Paths of travel from disabled parking spaces to building entrance
- Building entrance and paths of travel within the building
- Disabled access to facilities within the building, including restrooms, telephones, drinking fountains, and counters

DRAFT

Section 5

FAIR HOUSING PRACTICES

This section provides an overview of the institutional structure of the housing industry with regard to fair housing practices. In addition, this section discusses the fair housing services available to residents, as well as the nature and extent of fair housing complaints received by the fair housing provider. Typically, fair housing services encompass the investigation and resolution of housing discrimination complaints, discrimination auditing/testing, and education and outreach, including the dissemination of fair housing information. Tenant/landlord counseling services are usually offered by fair housing service providers but are not considered fair housing services.

Fair Housing Practices in the Homeownership Market

On December 5, 1996, the U.S. Department of Housing and Urban Development (HUD) and the National Association of Realtors (NAR) entered into a Fair Housing Partnership. Article VII of the HUD/NAR Fair Housing Partnership Resolution provides that HUD and the NAR develop a Model of Affirmative Fair Housing Marketing Plan for use by members of the NAR to satisfy HUD's Affirmative Fair Housing Marketing regulations. Even so, room for discrimination still exists in the housing market.

The Homeownership Process

One of the main challenges in owning a home versus renting a home is the process. Buying a house takes considerably more time and effort than finding a home to rent. The major legal and financial implications surrounding the process also intimidate potential buyers. Typically, people are overwhelmed by the unique terminology, the number of steps required and the financial considerations involved. The process is costly, and fair housing issues may surface at any time during this process.

Advertising

The first thing a potential buyer is likely to do when evaluating a home purchase is search advertisements either in magazines, in newspapers, or via the Internet to get a feel for what the market offers. Language in advertising is sometimes an issue within the realm of real estate. Advertisements cannot include discriminatory references such as the use of words describing current or potential residents, or the neighbors or the neighborhood in racial or ethnic terms. Some commonly used statements that are discriminatory include the following:

- Adults preferred
- Perfect for empty nesters
- Conveniently located by a particular church
- Ideal for married couples without children

Even the use of models in ads has been questioned, based on the idea that such advertising appears to appeal to a certain race. In addition, selecting media or locations for advertising that deny information on listings to certain segments of the housing market could also be considered discriminatory. Even if an agent does not intend to discriminate in an ad, it would still be considered a violation to suggest to a

reader whether a protected class is preferred. In cities where there is a sizable Hispanic/Latino population, the homeownership process offers opportunities for fair housing violations to arise due to the natural tendency to advertise in a specific language such as Spanish. Although the advertisements might not violate fair housing laws, these advertisements could limit opportunities for other racial/ethnic groups to find housing. Recent litigation has set a precedent for violations through advertising that hold publishers, newspapers, the Multiple Listing Service, real estate agents, and brokers accountable for discriminatory ads. As a reminder to choose words carefully, the Multiple Listing Service now prompts a fair housing message when a new listing is being added.

Lending

Initially, buyers must find a lender that will qualify them for a loan. This part of the process entails an application, a credit check, an analysis of ability to repay and the amount for which one is eligible, choosing the type and terms of the loan, et cetera. Applicants are requested to provide a great deal of sensitive information, including their gender, ethnicity, income level, age, and familial status. Most of this information is used for the purposes of reporting required of lenders by the CRA and HMDA; however, there is no guarantee that individual loan officers or underwriters will not misuse the information. A report on mortgage lending discrimination by the Urban Land Institute[7] outlines four basic stages in which discrimination can occur:

- Advertising and outreach
- Pre-application inquiries
- Loan approval/denial and terms/conditions
- Loan administration

A number of different individuals take part in the various stages of this process, and any of them could potentially discriminate. Further areas of potential discrimination include differences in the level of encouragement, financial assistance, types of loans recommended, amount of down payment required, and level of customer service provided.

Real Estate Agents

Finding a real estate agent is normally the next step, which can be done by looking in newspapers, searching the Internet, and primarily through referrals. The agent will find the home that fits a buyer's needs, desires and budget based on the amount for which he or she is qualified by the lending institution. Realtors may act as agents of discrimination by unintentionally or even intentionally steering potential buyers to or from a particular neighborhood. In a jurisdiction with a significant Hispanic/Latino population, a real estate agent might assume that a non-Hispanic/Latino buyer would not be interested in living in the community or that Hispanic/Latino buyers would prefer living in a Hispanic/Latino community. This situation could also apply to other protected classes who might be steered away from certain areas on the presumption that they might not want to live there based on the existing demographic makeup of the neighborhood.

Agents might also discriminate by whom they agree to represent, whom they turn away, and the comments they make about their clients. However, the California Association of Realtors (CAR) has included language on many of its forms disclosing fair housing laws to those involved. Many realtor

[7]Turner, M.A., & Skidmore, F. (Eds.). (1999, June). *Mortgage Lending Discrimination: A Review of Existing Evidence.* Washington, DC: Urban Institute.

associations also host fair housing trainings and seminars to educate their members on the provisions and liabilities of fair housing laws. The Equal Opportunity Housing symbol is also located on all forms as a reminder.

Appraisals

Banks order appraisal reports to determine whether a property is worth the amount of the loan requested. Generally speaking, appraisals are based on the comparable sales of properties surrounding the neighborhood of the property being appraised. Other factors are taken into consideration, such as the age of the structure, any improvements made, and location. Some neighborhoods with higher concentrations of minorities might appraise lower than like properties in neighborhoods with lower concentrations. Unfortunately, this practice is geared toward a neighborhood and not an applicant, and therefore is not a direct violation of fair housing law that can easily be addressed. One effect of this practice, however, is that it tends to keep property values lower in a given neighborhood, thereby restricting the amount of equity and capital available to those residents. Individual appraisers are the ones making the decisions on the amounts, thus there is room for flexibility in the numbers. As appraisers are individually licensed, similar to real estate agents, they risk losing their licenses for unfair practices.

Sellers

A seller might not want to sell his/her house to certain purchasers based on classification biases protected by fair housing laws, or he/she might want to accept offers only from a preferred group. Often, sellers are at home when agents show the properties to potential buyers and could develop certain biases based on this contact. Sellers must sign the Residential Listing Agreement and Seller's Advisory forms, which disclose that a seller understands fair housing laws and practices of nondiscrimination. Yet, enforcement is difficult because a seller may have multiple offers and choose one based on a bias.

Covenants, Conditions and Restrictions

Covenants, Conditions and Restrictions (CC&Rs) in the past were used to exclude certain groups such as minorities from equal access to housing in a community. Now, the California Department of Real Estate reviews CC&Rs for all subdivisions of five or more lots, or condominiums of five or more units. This review is authorized by the Subdivided Lands Act and mandated by the Business Professions Code, Section 11000. The review includes a wide range of issues, including compliance with fair housing laws. The review must be completed and approved before the Department of Real Estate will issue a final subdivision public report. This report is required before a real estate broker or anyone else can sell the units, and each prospective buyer must be issued a copy of the report. If the CC&Rs are not approved, the Department of Real Estate will issue a "deficiency notice," requiring the CC&Rs to be revised.

Communities with older subdivisions or condominium developments might still contain CC&Rs that do not comply with the fair housing laws. A typical example relates to occupancy standards, which an association might seek to enforce in order to oust a particular group or discriminate based on familial status or lack thereof. However, provisions in the CC&Rs that violate the fair housing laws are not enforceable by the homeowners association.[8]

[8]In 1985, the Davis-Stirling Common Interest Development Act (Civil Code § 1353-1378) was passed by the State of California. The Davis-Stirling Act contains all laws pertaining to Common Interest Developments (CIDs) and requires all CIDs to be managed by an association. Developers are required to create CC&Rs and bylaws, which are the governing documents that dictate how the association operates and what

Insurance

Insurance agents are provided with underwriting guidelines for the companies for whom they work to determine whether a company will sell insurance to a particular applicant. Currently, underwriting guidelines are not public information, however, consumers have begun to seek access to these underwriting guidelines in order to learn if certain companies have discriminatory policies. Some states are being more responsive than others to this demand and have recently begun to require that companies file their underwriting guidelines with the state department of insurance, which would then make the information public.

Many insurance companies have applied strict guidelines, such as not insuring older homes, that disproportionately affect lower-income and minority families who can only afford to buy in older neighborhoods. A California Department of Insurance (CDI) survey found that less than 1% of homeowner's insurance available in California is currently offered free from such stringent restrictions.[9] The CDI has also found that many urban areas are underserved by insurance agencies.

The California Organized Investment Network (COIN) is a collaboration of the CDI, the insurance industry, community economic development organizations, and community advocates. This collaboration was formed in 1996 at the request of the insurance industry as an alternative to state legislation that would have required insurance companies to invest in underserved communities, similar to the federal CRA that applies to the banking industry. COIN is a voluntary program that facilitates insurance industry investments to provide profitable returns to investors and economic and social benefits to underserved communities.

The California Fair Access to Insurance Requirements (FAIR) Plan was created by the legislature in 1968 after the brush fires and riots of the 1960s made it difficult for some people to purchase fire insurance due to hazards beyond their control. The FAIR Plan is designed to make property insurance more readily available to people who have difficulty obtaining it from private insurers because their properties are considered "high risk."

Credit and FICO Scores

Credit history is one of the most important factors in obtaining a home purchase loan. Credit scores determine loan approval and the interest rate associated with a loan, as well as the type of loan an applicant will be given. Applicants with high credit scores are generally given conventional loans, whereas those with lower and moderate range scores often utilize government-backed loans or subprime loans. Applicants with lower scores also receive higher interest rates on their loans as a result of being perceived as a higher risk to the lender, and may even be required to pay points depending on the type of lending institution used.

---

rules the owners—and their tenants and guests—must obey. The CC&Rs are legally enforceable by the association and individual owners, and nothing in the CC&Rs can take precedence over federal, state or local laws.

[9]California Department of Insurance. (2010, February 8). *Homeowners Premium Survey*. Section 12959 of the California Insurance Code requires the commissioner to publish and distribute a comparison of insurance rates report for those lines of insurance that are of most interest to individual purchasers of personal lines of coverage.

Fair Isaac & Company (FICO), which is the company used by the Experian (formerly TRW) credit bureau to calculate credit scores, has set the standard for the scoring of credit history. TransUnion and Equifax are two other credit bureaus that also provide credit scores, though they are typically used to a lesser degree.

In short, points are awarded or deducted based on certain items such as how long one has had credit cards, whether one makes payments on time, if credit balances are near the maximum, et cetera. Typically, the scores range from the 300s to around 850, with higher scores demonstrating lower risk. Lower credit scores require a more thorough review than higher ones, and mortgage lenders will often not even consider a score below 620.

FICO scores became more heavily relied on by lenders when studies conducted showed that borrowers with scores above 680 almost always make payments on time, whereas borrowers with scores below 600 seemed fairly certain to develop problems. Credit scores also made it easier to develop computer programs (electronic underwriting) that can make a "yes" decision for loans that should obviously be approved. Some of the factors that affect a FICO score are as follows:

- Delinquencies
- New accounts (opened within the last 12 months)
- Length of credit history (a longer history of established credit is better than a short history)
- Balances on revolving credit accounts
- Public records, such as tax liens, judgments or bankruptcies
- Credit card balances
- Number of inquiries
- Number and types of revolving accounts

There has been some debate recently regarding the accuracy of the credit scoring software used by lenders. In particular, soon after its release, the *Los Angeles Times* Real Estate section featured articles suggesting that the NextGen software model, which was designed by Fair Isaac & Company, was not being used by lenders due to the high cost of the software, even though it is a more fair and accurate version. The new model is said to increase scores by 50 to 100 points and has been on the market for several years. However, research performed by the research and consulting firm TowerGroup found that, for many lenders, the higher price for the NextGen software, including the evaluation, implementation, systems, and training costs, and the embedded mortgage industry commitment to classic FICO, did not warrant switching from the classic FICO standard. In March 2006, Experian introduced yet another credit score system, VantageScore, which is similar to FICO's NextGen. VantageScore will likely face the same challenges as NextGen, but may have more success depending on ease of use and cost.

National Association of Realtors

The National Association of Realtors (NAR) has developed a Fair Housing Program to provide resources and guidance to Realtors in ensuring equal professional services for all people. The term *Realtor* identifies a licensed professional in real estate who is a member of the NAR. However, not all licensed real estate brokers and salespersons are members of the NAR.

Code of Ethics

Article 10 of the NAR Code of Ethics provides that "Realtors shall not deny equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, national origin, sexual orientation or gender identity. Realtors shall not be a party to any plan or agreement to discriminate against any person or persons on the basis of race, color, religion, sex, handicap, familial status, national origin, sexual orientation or gender identity." Article 10 was most recently updated January of 2014.

A Realtor pledges to conduct business in keeping with the spirit and letter of the Code of Ethics. Article 10 imposes obligations on Realtors and is a firm statement of support for equal opportunity in housing. A Realtor who suspects discrimination is instructed to call the local Board of Realtors. Local Boards of Realtors will accept complaints alleging violations of the Code of Ethics filed by a home seeker who alleges discriminatory treatment in the availability, purchase, or rental of housing. Local Boards of Realtors have a responsibility to enforce the Code of Ethics through professional standards, procedures, and corrective actions in cases where a violation of the Code of Ethics is proven to have occurred.

In addition, Standard of Practice Article 10-1 states that "REALTORS® shall not volunteer information regarding the racial, religious, or ethnic composition of any neighborhood and shall not engage in any activity which may result in panic selling. REALTORS® shall not print, display, or circulate any statement or advertisement with respect to the selling or renting of a property that indicates any preference, limitations, or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation or gender identity."

Realtor Fair Housing Declaration

In accordance with the Code of Ethics, each Realtor signs the following pledge, developed in 1996 as a result of the HUD/NAR agreement:

I agree to:

- Provide equal professional service without regard to race, color, religion, sex, handicap, familial status, or national origin of any prospective client, customer, or of the residents of any community.
- Keep informed about fair housing law and practices, improving my clients' and customers' opportunities and my business.
- Develop advertising that indicates that everyone is welcome and no one is excluded, expanding my client's and customer's opportunities to see, buy, or lease property.
- Inform my clients and customers about their rights and responsibilities under the Fair Housing Laws by providing brochures and other information.
- Document my efforts to provide professional service, which will assist me in becoming a more responsive and successful Realtor.
- Refuse to tolerate non-compliance.
- Learn about those who are different from me, and celebrate those differences.
- Take a positive approach to fair housing practices and aspire to follow the spirit as well as the letter of the law.
- Develop and implement fair housing practices for my firm to carry out the spirit of this declaration.

DRAFT

California Association of Realtors

The California Association of Realtors (CAR) is a trade association of Realtors statewide. As members of an organized real estate profession, Realtors subscribe to a strict code of ethics as noted above. The CAR has recently created the position of equal opportunity/cultural diversity coordinator. The CAR holds three meetings per year for its general membership, and the meetings typically include sessions on fair housing issues.

Realtor Associations Serving El Monte

Realtor associations are generally the first line of contact for real estate agents who need continuing education courses, legal forms, career development, and other daily work necessities. The frequency and availability of courses varies among these associations, and local association membership is generally determined by the location of the broker for which an agent works.

Complaints involving agents or brokers may be filed with these associations. Monitoring of services by these associations is difficult as statistics on the education/services the agencies provide or statistical information pertaining to the members is rarely available. The contact information for the Association of REALTORS servicing the city of El Monte is as follows:

CALIFORNIA ASSOCIATION OF REALTORS® INC
525 South Virgil Avenue
Los Angeles, California 90020

California Department of Real Estate

The California Department of Real Estate (DRE) is the licensing authority for real estate brokers and salespersons. As noted earlier, not all licensed brokers and salespersons are members of the National or California Association of Realtors.

The DRE has adopted education requirements that include courses in ethics and fair housing. To renew a real estate license, each licensee is required to complete 45 hours of continuing education, including three hours in each of the four mandated areas: agency, ethics, trust fund handling, and fair housing. The fair housing course contains information that will enable an agent to identify and avoid discriminatory practices when providing real estate services to clients.

On or after January 1, 1996, a real estate salesperson renewing his/her license for the first time must complete separate three-hour courses in agency, ethics, trust fund handling, and fair housing to qualify for renewal. All licensees, with the exception of those renewing for the first time, are required to complete a full 45 hours of continuing education for each license renewal.

For the initial renewal on or after January 1, 1996, the law requires, as part of the 45 hours of continuing education, completion of four mandatory three-hour courses in agency, ethics, trust fund handling, and fair housing. These licensees will also be required to complete a minimum of 18 additional hours of

courses related to consumer protection. The remaining hours required to fulfill the 45 hours of continuing education may be related to either customer service or consumer protection, at the option of the licensee.

The DRE requires all licensees to provide proof of continuing education courses with the following exceptions:

- An applicant provides proof that he/she is 70 years of age or older.
- An applicant provides proof that he/she has been licensed for 30 consecutive years.

Fair Housing Practices in the Rental Housing Market

Similar to the homeownership market, a major challenge to ensuring fair housing in the rental market is the complexity of the process. There are several stages in the process of renting a home or an apartment: 1) the advertising and outreach stage, 2) pre-application inquiries and responses, 3) the criteria for acceptance, 4) the lease, and 5) administration of the lease. This section discusses these phases of the rental process. Although a potential homebuyer may face discriminatory practices primarily during the process of purchasing a home, a renter may confront housing discrimination not only during the process of renting but throughout the tenancy.

The Apartment Rental Process

Although the process of renting an apartment may be less expensive and burdensome upfront than the homebuying process, it may still be just as time-consuming, and potential renters may still face discrimination during various stages of the rental process.

Advertising

Like finding a home to purchase, the main sources of information are the classified advertisements in El Monte Examiner, word of mouth, signs, apartment guides, the internet, and apartment brokers. The same types of discriminatory language previously described under the homeownership process may be used by landlords or apartment managers to exclude "undesirable elements."

A particularly difficult situation to address is the development of small apartment complexes during the housing boom. These new complexes are sometimes owned and operated by property owners who are new to the rental housing industry. Compliance with fair housing laws is difficult to monitor among the large number of small property owners. Outreach to this group is also difficult because many of these owners do not belong to the apartment owners' or apartment managers' associations and are not active in participating in events/trainings offered by these associations. Advertising by small property owners may not always comply with the fair housing laws. For example, rental ads in local Spanish-language newspapers do not always appear in the English-language newspapers, as required by law.

Viewing the Unit

Viewing the unit is the most obvious place where potential renters could encounter discrimination because landlords or managers might discriminate based on race or disability, or judge on appearance whether a potential renter is reliable or might violate any of the rules. For example, there have been cases where a manager tries to deter a family by indicating strict occupancy standards or frowning on the presence of young children accompanying a viewer. Furthermore, discrimination against families with children and people with disabilities is even more prevalent than racial discrimination.

Credit/Income Check

Landlords may ask potential renters to provide credit references, lists of previous addresses and landlords, and employment history/salary. The criteria for tenant selection, if any, are typically not known to those seeking to rent. Many landlords often use credit history as an excuse when trying to exclude certain groups. Recent legislation provides for applicants to receive a copy of the report used to evaluate applications. In addition, applicants may request a copy of their credit report (for a fee) to verify that the information used to approve/deny their application is accurate.

The Lease

Most apartments are rented under either a lease agreement or a month-to-month rental agreement. A lease is favorable from a tenant's point of view for two reasons: the tenant is assured the right to live there for a specific period of time, and the tenant has an established rent during that period. Most other provisions of a lease protect the landlord. Information written in a lease or a rental agreement includes the rental rate, the required deposit, length of occupancy, the apartment rules, and termination requirements.

In a tight housing market, when a landlord can "financially afford" to choose tenants, the tendency is to offer shorter lease terms. In this case, a landlord might simply ask the "not-so-desirable" tenant to leave with a 60-day notice to vacate. Short-term leases also allow the landlord to raise rent more frequently.

Typically, the lease or rental agreement is a standard form completed for all units within the same building. However, the enforcement of the rules contained in the lease or the agreement might not be standard for all tenants. A landlord might act in a discriminatory way and choose strict enforcement of the rules for certain tenants based on arbitrary factors, such as race, presence of children, or disability. Since the recent escalation of housing prices throughout California, complaints regarding tenant harassment through strict enforcement of lease agreements as a means of evicting tenants have increased.

Security Deposit

A security deposit is typically required to rent a housing unit. To deter "less-than-desirable" tenants, a landlord might ask for a security deposit higher than usual. Tenants could also face differential treatment when vacating the units. The landlord might choose to return a smaller portion of the security deposit to some tenants, claiming excessive wear and tear. A landlord might require that persons with disabilities with service animals pay an additional pet rent, a monthly surcharge for pets, or a deposit, which is also a discriminatory act.[10]

During the Tenancy

During tenancy, the most common forms of discrimination a tenant may face are based on familial status, race, national origin, sex, or disability. Usually, these types of discrimination appear in differential enforcement of rules, overly strict rules for children, excessive occupancy standards, refusal to make a

[10]Okeon, Molly R. (2008, January 21). "Keeping the house in order: Watchdog organization has fought discrimination for three decades." *Pasadena Star-News.*

reasonable accommodation for handicapped access, refusal to make necessary repairs, eviction, notices, illegal entry, rent increases, or harassment. These actions might be used as a way to force undesirable tenants to move on their own without the landlord having to make an eviction.

Apartment Association

The California Apartment Association (CAA) is the country's largest statewide trade association for rental property owners and managers. The CAA was incorporated in 1941 to serve rental property owners and managers throughout California. The CAA represents rental housing owners and professionals who manage more than 1.5 million rental units. Under this umbrella agency, various apartment associations cover specific geographic areas.

The CAA has developed the California Certified Residential Manager (CCRM) program to provide a comprehensive series of courses geared toward improving the approach, attitude, and professional skills of onsite property managers and other interested individuals. The CCRM program consists of 31.5 hours of training that includes training on fair housing and ethics issues.

The CAA supports the intent of all local, state, and federal fair housing laws for all residents without regard to color, race, religion, sex, marital status, mental or physical disability, age, familial status, sexual orientation, or national origin. Members of the CAA agree to abide by the following provisions of their Code for Equal Housing Opportunity:

- *We agree that in the rental, lease, sale, purchase, or exchange of real property, owners and their employees have the responsibility to offer housing accommodations to all persons on an equal basis;*
- *We agree to set and implement fair and reasonable rental housing rules and guidelines and will provide equal and consistent services throughout our residents' tenancy;*
- *We agree that we have no right or responsibility to volunteer information regarding the racial, creed, or ethnic composition of any neighborhood, and we do not engage in any behavior or action that would result in steering; and*
- *We agree not to print, display, or circulate any statement or advertisement that indicates any preference, limitations, or discrimination in the rental or sale of housing.*

The CAA, Los Angeles Division serves El Monte. This local chapter of the CAA provides members with information and training on such topics as ethics, credit checks, addressing code enforcement violations, property management, and pre-inspections.

DRAFT

Fair Housing Report

In general, fair housing services include investigating and resolving housing discrimination complaints; discrimination auditing and testing; and education and outreach, such as disseminating fair housing information through written materials, workshops and seminars. Landlord/tenant counseling services involve informing landlords and tenants of their rights and responsibilities under fair housing law and other consumer protection legislation, and mediating disputes between landlords and tenants. The city holds a one-stop housing clinic every Wednesday afternoon.

The City contracts with the Housing Rights Center (HRC) to provide housing discrimination assistance and tenant/landlord information to El Monte residents, landlords, and property owners. The HRC is a private, non-profit organization established in 1958, whose mission is to eliminate housing discrimination. HRC provides fair housing services within the greater San Fernando Valley, Antelope Valley, Santa Clarita and Simi Valley, including the City of El Monte. One of the primary roles of the HRC is to provide investigation and response to allegations of illegal housing discrimination. As shown in Table 5-1, over the past three years, the HRC handled 73 discrimination inquiries in El Monte. Of these inquiries, only 12 rose to the level of a discrimination case and almost half (36 of the 74 cases) of the discrimination filings concluded with counselling. Furthermore, the number of fair housing discrimination cases in El Monte has risen from 18 in 2017-2018 to 35 in 2019-2020. The City should continue to work with HRC to develop more robust outreach strategies and protective policy measures that can mitigate instances of fair housing discrimination in the City. A deeper analysis may be needed to examine why those numbers have increased over the last three years.

Certain special needs groups evidenced a high incidence of discrimination complaints. Housing discrimination against individuals with physical and mental disabilities continues to be the top discrimination complaint in El Monte, consistent with other areas in Los Angeles served by the HRC. Of the 74 inquiries, 60 pertained to discrimination on the basis of a physical or mental disability. The HRC reports many landlords don't fully understand the requirements to provide reasonable accommodation for the disabled. HRC developed new resource materials, including a new disability brochure providing guidance to health care professionals. This brochure was developed because the Council observed that health care and other professionals were either providing too little or too much information regarding the disability status of their patients and clients, complicating the reasonable accommodation/modification process, which ultimately resulted in unnecessary delays and/or denials.

Table 5-1 also shows how housing discrimination materializes along racial, ethnic and income lines. Overwhelmingly (77%), of those who file a fair housing complain fall in the in the extremely low-income bracket. The HRC also indicates they have observed an increase in fair housing violations towards families with children throughout their service area, such as signs posted in common areas limiting usage by children. The HRC has developed new familial status outreach materials; these materials were developed in direct response to issues raised and observed in the various complaints received and investigated by HRC.

Table 5-1 Housing Rights Center Reports on Fair Housing Discrimination in El Monte

	FY 2017-2018	FY 2018-2019	FY 2019-2020	Total	
Direct Services					
General					
Discrimination	18	20	35	73	11.28%
General Housing	190	202	182	574	88.72%
Total	**208**	**222**	**187**	**647**	**100.00%**
Discrimination Breakdown					
Cases	1	5	6	12	16.22%
Inquiries	17	15	30	62	83.78%
Total	**18**	**20**	**36**	**74**	**100.00%**
Demographics					
Race					
Am Ind or Alsk	6	0	0	6	0.97%
Am Ind/Alsk and White	1	0	0	1	0.16%
Asian	15	16	7	38	6.17%
Black/African American	1	3	5	9	1.46%
Other	159	189	161	509	82.63%
White	25	14	14	53	8.60%
Total	**207**	**222**	**187**	**616**	**100.00%**
Ethnicity					
Cuban	1	1	1	3	0.49%
Mexican/Chicano	115	120	95	330	53.57%
Not Hispanic/Latino	44	50	59	153	24.84%
Other Hispanic/Latino	48	50	32	130	21.10%
Total	**208**	**221**	**187**	**616**	**100.00%**
Income					
Extremely Low	147	173	156	476	77.15%
Low	16	15	8	39	6.32%
Moderate	8	5	1	14	2.27%
Very Low	37	29	22	88	14.26%
Total	**208**	**222**	**187**	**617**	**100.00%**
Special Groups					
Disabled	21	17	38	76	39.58%
Female Headed	7	20	9	36	18.75%
Gov't Subsidized	4	3	5	12	6.25%
Rent Stabilized	1	0	0	1	0.52%
Senior	20	15	32	67	34.90%
Total	**53**	**55**	**84**	**192**	**100.00%**
Type of Caller					
In-Place Tenant	163	186	158	507	82.17%
Landlord	11	9	7	27	4.38%
Other	7	5	5	17	2.76%
Realtor	1	0	5	6	0.97%
Rental Home seeker	26	22	12	60	9.72%
Total	**208**	**222**	**187**	**617**	**100.00%**
Discrimination Inquiries					
Protected Classification					

DRAFT

Arbitrary			1	1	1.35%
Discrim. General Information	2	1	1	1	1.35%
Familial Status	3	2	1	6	8.11%
Gender	0	1	1	2	2.70%
Mental Disability	6	6	14	26	35.14%
National Origin	0	1	0	1	1.35%
Physical Disability	7	9	18	34	45.95%
Total	**18**	**20**	**36**	**74**	**100.00%**
Dispositions					
Case Opened	1	5	2	8	10.81%
Counseled	14	14	8	36	48.65%
Pending	1	1	2	4	5.41%
Referred	2	0	12	14	18.92%
Total	**18**	**20**	**36**	**74**	**100.00%**
Discrimination Cases					
Protected Classification					
Familial Status	0	1	0	1	8.33%
Mental Disability	0	2	2	4	33.33%
National Origin	0	1	0	1	8.33%
Physical Disability	1	1	4	6	50.00%
Total	**1**	**5**	**6**	**12**	**100.00%**
Findings					
Inconclusive Evidence	0	1	1	2	16.67%
Pending	0	1		1	8.33%
Sustains Allegation	1	3	5	9	75.00%
Total	1	5	6	**12**	**100.00%**
Dispositions					
Client Withdrew		0	1	1	8.33%
No Enforcement Action Possible		1	1	1	8.33%
Pending	1	2	1	4	33.33%
Successful Conciliation		2	3	5	41.67%
Total	1	**5**	**6**	**12**	**100.00%**
Tenant/Landlord Services					
Housing Issue					
Eviction	17	14	7	38	7.00%
Harassment	4	2	8	14	2.58%
L/T General Information	6	14	8	28	5.16%
Lease Terms	3	5	4	12	2.21%
Lockout	2	2	4	8	1.47%
Notices	54	58	33	145	26.70%
Other Issue	5	11	6	22	4.05%
Parking	1	1	0	2	0.37%
Pets	0	0	1	1	0.18%
Refusal to Rent	1	0	0	1	0.18%
Relocation	1	0	0	1	0.18%
Rent Increase	27	28	24	79	14.55%
Repairs	8	12	6	26	4.79%
Section 8 Information	1	1	0	2	0.37%

Security Deposit	12	4	7	23	4.24%
Seeking Housing	26	23	21	70	12.89%
Substandard Conditions	21	26	21	68	12.52%
Utilities	1	1	1	3	0.55%
Total	**190**	**202**	**151**	**543**	**100.00%**
Dispositions					
Attorney	7	17	7	31	5.71%
Building and Safety	1	4	1	6	1.10%
Code Enforcement	10	6	8	24	4.42%
Consumer Affairs	1	0	0	1	0.18%
County Assessor	2	0	0	2	0.37%
Health Department	2	10	8	20	3.68%
Housing Authority	0	1	0	1	0.18%
Legal Aid	13	23	12	48	8.84%
Mediation	3	2	1	6	1.10%
Other GH Action	0	1	3	4	0.74%
Project Place	25	25	20	90	16.57%
Rent Control Stabilization	0	0	2	2	0.37%
Resolved	117	109	83	309	56.91%
Small Claims Court	5	3	6	14	2.58%
U. D. Assistance	4	1	0	5	0.92%
~~Total~~	~~190~~	~~202~~	~~151~~	~~543~~	~~100.00%~~

DRAFT

Housing Rights Center - City of El Monte (No Info Released for Updated AI)

For the FY 15/16 program year, the Housing Rights Center delivered a comprehensive fair housing program for the City of El Monte, as reported to the City on a quarterly basis throughout the year. The following summary highlights program services specifically designed for El Monte residents, or those designed to have a *regional* impact.

ANNUAL HOUSING RIGHTS SUMMIT. HRC held its flagship event, the *Housing Rights Summit*, on April 21, 2016, attracting over 250 attendees from across the Southland and nationally. The program included presentations on a wide variety of social service issues, including the legal challenges facing American Indians, HUD's new Affirmatively Furthering Fair Housing Rule, and issues facing our homeless youth population.

HOUSING RIGHTS WORKSHOPS AND FAIR HOUSING PRESENTATIONS. During the 15/16 program year, HRC provided El Monte residents with three live outreach events of particular note, including: one workshop conducted for the general public and one workshop designed for housing industry professionals, both conducted at the El Monte Public Library, along with a presentation for clients of El Monte Veterans Housing. These presentations and workshops provided attendees with an overview of the fair housing laws, protected classes, and unlawful housing practices, along with information about HRC's programs and services. HRC distributed approximately 404 pieces of fair housing and promotional literature throughout the course of these events.

BOOTHS. HRC staffed informational booths at three events easily accessible to El Monte residents: the El Monte-Rosemead Adult School Resource Health Fair, the Foothill Family Holiday Resource Fair, and the El Monte Reentry Resource Fair. These events allowed HRC and other social, health, and nonprofit organizations, along with local businesses, to reach out to local residents individually and to increase the visibility of services available to the community. These events were attended by approximately 670 individuals, and provided HRC with the opportunity to distribute 612 pieces of fair housing literature.

PUBLIC SERVICE ANNOUNCEMENTS. HRC issues public service announcements (PSAs) during each program year to an extensive roster of media contacts in various cities throughout its service areas, including El Monte. These regional press releases, often bilingual, are designed to keep the public informed of HRC's community events and fair housing enforcement activities. HRC also issues PSAs of specific local interest which, during the 15/16 program year, included two bilingual PSAs submitted to El Monte's Channel 3 to promote HRC's fair housing workshops for the City of El Monte.

PRESS RELEASES. During the 15/16 program year, HRC issued five press releases of interest to El Monte residents, directed to various media contacts serving the El Monte area (including the Los Angeles Times, Mid Valley News, Inland Valley Newspaper, San Gabriel Valley Examiner, San Gabriel Valley Tribune, San Gabriel Valley Journal, and other regional and national news publications). These media efforts were made to advertise HRC's upcoming fair housing workshops for El Monte residents, the agency's conciliation of a disability discrimination case against a young cancer victim, HRC's efforts under its Fair Housing Initiatives Program grant from HUD, and to announce the Affirmatively Furthering Fair Housing Final Rule released by HUD.

NEWSLETTERS. During the 15/16 program year, HRC released its *Disability Rights Bulletin*, a newsletter featuring information about disability-related laws and issues. This publication is made available to all community-based organizations throughout HRC's service areas that assist people with disabilities.

GENERAL LITERATURE DISTRIBUTION. As noted above, HRC distributed 1,016 pieces of fair housing literature to attendees of HRC's presentations, workshops, and booths conducted specifically for El Monte residents. In addition, HRC conducts mass distributions of fair housing literature throughout the City of El Monte to provide local tenants, parents, students, and the general community with up-to-date information about discrimination and fair housing, and to announce HRC's upcoming fair housing events in the El Monte area, this year totaling over 1,089 pieces of literature.

Section 6

CONCLUSIONS, IMPEDIMENTS AND ACTIONS

The earlier sections of this AI identify common problems and potential barriers to fair housing in the city of El Monte. This section builds on the previous analysis, summarizes conclusions and outlines the City's commitment to actions for addressing the impediments to fair housing. Certain households and individuals may be more susceptible to discrimination due to special circumstances, needs or personal attributes.

Conclusions and Impediments

The purpose of this analysis is to assess El Monte's local government's laws, ordinances, statutes, and administrative policies to determine if any local conditions affect the location, availability, and accessibility of housing. The analysis of barriers and impediments to fair housing choice, defined as the following: "Impediments" are any actions, omissions, or decisions taken which have the effect of restricting a person's housing choice or the availability of housing choice because of race, color, religion, gender, disability, familial status, or national origin. Such a limitation to fair housing choice constitutes housing discrimination. "Barriers" to housing choice are factors that limit a person's ability to choose from a variety of housing types and may not constitute "housing discrimination." Factors may include housing supply and location, physical accessibility of housing, zoning for group homes, source of income, accessibility of financing, and limited English proficiency. The following is a list of key conclusions and potential impediments that may exist in the City of El Monte.

Jurisdictional Data

Housing Affordability

Across the Southern Californian region and California writ large, rental and housing price increases are outpacing income gains and in turn, residents are spending a disproportionate percentage of their income on housing. In El Monte, of the households reporting having a housing problem (13,380 renter and 4,814 owners), 70.2 percent report that the cost of housing continues to be the most significant problem they face. Overpayment, defined as households paying more than 30 percent of their gross income on housing related

expenses is especially pronounced for households making 0-30% the Average Median Income. Of the 11,938 renters citing overpayment as a housing problem, 52.3% fall in this very low-income group. Housing unaffordability is a product of interwoven policy decisions and economic circumstances that make housing production burdensome for developers and city governments. Some contributing factors are listed below.

Barriers to Affordable Housing

Listed below are potential barriers to affordable housing. The City should examine these policies and determine if there are any impediments that can be rolled back or removed to help build more affordable housing units throughout the city. While individually these policies do not pose a direct constraint to housing construction, taken together these regulations may burden developers or increase building costs to a point where it no longer becomes economically feasible.

Parking Costs: Regardless of how dense a unit is (0 - 25 units), a parking space requirement of 2 - spaces for each unit is required. Parking requirements can lead to less units built or even making a project infeasible for a developer who may not have enough room or money to accommodate for parking requirements. The City of El Monte Municipal Code currently provides options for developers to use in order to achieve reduced parking standards, including shared parking agreements, use of parking studies, proximity to public transportation or other public facilities. Such choices give developers options if parking is considered to be a restriction to the development of new units.

Development Fees and Taxes: The City of El Monte charges various fees and assessments to cover the cost of processing development permits and ensure that adequate public facilities and services are available to support residential developments. Development fees range from $15,800 to $24,700 per unit depending on the size of the project, density, and location (See table below). City fees are approximately 6 percent of the project per-unit sales price and are generally comparable to other local jurisdictions. To mitigate affordability in development, the City has subsidized the cost of housing construction through the financing of site improvements, rebate of fees, and granting of density bonuses.

Development and Permit Approval Process: Costs to develop a property include cost of land, demolition, entitlement process, development review, environmental review and construction costs as well as a conditional use permit or general plan amendment/ zone change in some cases. El Monte's Housing Element Background Report states estimates the total time to process an application for residential development is two months for a single-family home and six months for a multiple-family project. Timeframes can increase if environmental clearance, zone change, modification, or general plan amendment is required, or the project is unusually complicated and requires enhanced review. Given the lack of vacant parcels, and continued rise in cost of housing in California, existing land prices often include a structure that must be either reused or demolished to build on the property, posing a challenge to build more affordable housing as well as housing in general.

Homelessness

In June 2018, the City of El Monte adopted a "Plan to Prevent and Combat Homelessness." Part of the plan assesses City-level data from the regional Coordinated Entry System (CES) about El Monte's homeless population between July 2016 and November 2017. The data indicates that 55 percent of the City's homeless reported being homeless 1-2 years and 24 percent for two or more years. Additionally, 39 percent reported chronic health issues related to the liver, kidneys, stomach, lungs, or heart, and 23 percent reported a mental

health issue. The LAHSA Homeless Count reported a decrease in homelessness in El Monte, from 517 people in the year 2018 to 428 people in 2019. Health and mental health services are provided to homeless people in El Monte by using the City's police department, as well as its TOUCH program and HOST program. Family Promise of San Gabriel Valley and Operation Healthy Hearts provide employment services to people who are at risk or are currently experiencing homelessness in El Monte. These services and other wrap-around programs have proved successful in helping people off the streets. A one-year decrease does not mean the problem is solved, but only that the trend line is moving in the right direction and the City must continue to fund programs and shift resources to assist the homeless population and help those on the brink of homelessness.

Fair Housing Discrimination

The Fair Housing Report beginning on page 66 illustrates the state of fair housing discrimination in El Monte and the disparate impact those with a disability face in the housing market. The three-year dataset reveals that fair housing discrimination has risen over the last three years- from 18 cases in 2017-2018 to 35 cases in 2019-2020. The City should continue to examine policies and outreach strategies that mitigate housing discrimination towards disabled groups, as well as low-income households. Of those who filed a housing discrimination complaint with the HRC, 77% fall in the extremely low-income bracket. These individuals will struggle to access housing opportunities because of income limitations and undue burdens in the housing market will only exacerbate housing disparities.

Actions

The proposed actions to address the impediments to fair housing choice are organized by type.

Housing Affordability

1. Housing Development Assistance

Action 1.1 The City will provide development assistance to promote the development of affordable multifamily housing. This assistance can take the form of direct subsidies provided to affordable housing developers, provision of infrastructure, and/or the write-down of land costs.

The City will continue to seek replacement funding assistance for affordable housing. The City recently opened a new affordable housing development: Veterans Village, which will provide 41 units of supportive housing for veterans. The City partnered with New Directions to provide social services, and Mercy Housing, an affordable housing developer, manages the project. The City continues to actively pursue legislation that addresses funding mechanisms to preserve and develop more affordable housing in the area.

The City has taken proactive measures to construct market-rate and affordable units to meet their RHNA housing goals. A total of 168 dwelling units were completed in 2019 and 1,238 units were constructed between 2013-2019. However, it is projected that a total of 935 additional units will need to be produced between 2020 and 2021 in order to meet the RHNA goals. The units for 2019 include several major projects such as the Baldwin/Rose Project (55 low/very low-income units) and portions of the Santa Anita/Owens (40 townhouse units) project. Furthermore, a number of residential projects were approved with entitlements

during the same period. However, these units will not be added to the totals until building permits have been issued.

Time Frame: Ongoing

2. Home Mortgage Disposition Act (HMDA) Monitoring

Action 2.1 With over 70 percent of the loan applications received were from moderate-income households or above (earning greater than 80% of Median Family Income [MFI]), the City should use annual HMDA data to monitor participation in the home ownership market by moderate and below moderate households. Through analysis of HMDA data on the disposition of residential loan applications, an assessment can be made of the availability of residential financing within a community. If current patterns continue, the City should consider affirmative measures to increase homeownership for its moderate- and below-income residents, including the creation of a first-time homebuying program.

Time Frame: Annually

3. Homelessness Prevention

Action 3.1 The City of El Monte will continue to use Emergency Shelter Grant dollars to fund several public service activities and programs that help address the underlying causes of homelessness. Supported programs will provide temporary shelter and support services to families who are either homeless or are at risk of becoming homeless. Given the decrease in homeless population, while Los Angeles County saw an increase in homeless populations, the City should continue executing its Plan to Prevent and Combat Homelessness.

The City has a number of facilities that provide housing for people not living in permanent housing. Additional beds are available for individuals and families recovering from substance abuse or other conditions. The City has 250 emergency shelter beds, 42 transitional housing units, 6 rapid-re housing units 44 units of Permanent Supportive Housing (El Monte Veterans Village and Mercy Housing and 34 units of permanent supportive housing (alliance for Housing and Healing). Through a partnership with the East San Gabriel Valley Coalition for the Homeless, the Winter Shelter provides overnight shelter and support services to homeless and near-homeless neighbors. Shelter is provided at various places of worship located in San Gabriel Valley and transportation is available to transport persons in need to the Winter Shelter. The City will continue to focus on the development of sustainable and effective programming, including: applying for short and long-term available funding; partnerships with experienced service providers capable of leveraging other funding; the ability to create or secure affordable housing; perform homeless prevention and case management; and engage the homeless through a street outreach component in order to better connect them to available services.

The City also works with Volunteers of America, Los Angeles (VOALA) to help homeless persons navigate through multiple services, which include searching for rapid- rehousing, permanent supportive housing and placement services. VOALA has a database of more than 100 landlords and available housing listings. Staff assists homeless clients with finding housing and moving in. On average, it takes 30 - 45 days to enroll a client into permanent housing. VOALA also provides financial assistance to eligible households, aiding with costs related to one's security deposit, utility arrears, short-term rental assistance, and moving expenses. Based

on past experience with homelessness prevention, VOALA anticipates an average need of $3,000 per household. Furthermore, actions the City intends to take that are listed within its Homeless Plan include:

- Explore funding allocations to outreach activities, including to fund prevention services (e.g., through L.A. County's 211 health and human services program).
- Explore feasibility of additional services capacity at the shelter site including medical and mental health services.

El Monte's Homelessness Plan also includes a goal to "expand access to workforce development and employment programs." Actions for that goal include:

- Employ CalWORKS-Subsidized Program participants in City assignments.
- Recruit a percentage of homeless or formerly homeless individuals for City assignments.
- Engage local business groups, business owners, and those doing business with the City to encourage participation in workforce development programs and job placement

Timeframe: Ongoing

<u>Fair Housing Practices</u>

4. Fair Housing Services

Action 4.1 The City of El Monte will continue to contract with the Housing Rights Center (HRC) to provide Fair housing services. The City funds an annual contract for HRC to provide a variety of fair housing services including fair housing workshops for property managers, owners and tenants education, fair housing outreach, and enforcement of housing complaints within the Civil Rights (Federal and State) laws and tenant dispute resolution. The City should continue to examine policies and outreach strategies that mitigate housing discrimination towards low-income and disabled households.

Alma Martinez, City Manager, hereby certify that this Analysis of Impediments to Fair Housing Choice for the City of El Monte represents the City's conclusions about impediments to fair housing choice, as well as actions necessary to address any identified impediments.

City Manager _____ Date_____

City of El Monte

DRAFT

CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF SEPTEMBER 15, 2020

August 31, 2020

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

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL OF A RESOLUTION EXTENDING THE "DINE-OUT EL MONTE" PROGRAM TO DECEMBER 31, 2020, TO ALLOW TEMPORARY OUTDOOR DINING FOR RESTAURANTS AND OTHER EATERIES TO PROMOTE THE CITY'S ECONOMIC RECOVERY IN RESPONSE TO THE COVID-19 PANDEMIC

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and adopt a Resolution extending the "Dine-Out El Monte" program to December 31, 2020, authorize temporary outdoor dining for restaurants and other eateries in response to the Coronavirus COVID-19 pandemic (see Attachment 1 – Resolution)

BACKGROUND

On March 17, 2020, the City of El Monte adopted Resolution No. 10099, proclaiming a Local Emergency in response to the Coronavirus COVID-19 pandemic. This order prohibited restaurants and other eateries from offering diner-in food service, limiting customer service to drive-thru, pick-up or delivery only. As a result, revenues were significantly reduced, causing most owners to furlough or lay off employees. The number and variety of restaurants in El Monte is substantial.

In an effort to assist local restaurants, on June 16, 2020, the City Council adopted Resolution No. 10148 to establish the "Dine-Out El Monte" program. This allowed restaurants to establish outdoor dining areas on private walkways, private parking lots, public sidewalks and (in the downtown area) public parking spaces. The program provides flexibility to meet restaurant needs and is easy to implement and administer. It also received a great amount of local press coverage as an innovative way to assist local businesses.

The program is set to expire on September 30, 2020. While new cases of COVID-19 appear to have leveled off in California, health professionals continue to report restrictions on dine-in food service will remain in place for the foreseeable future. Therefore, staff recommends the "Dine-Out El Monte" program be extended to December 31, 2020. Even if the number of new COVID-19 cases significantly declines, the process to reopen the economy will likely occur slowly, requiring an overlap between dine-in food service and outdoor dining areas.

FISCAL IMPACT/FINANCING

El Monte's restaurants have been deeply impacted by the COVID-19 pandemic, which in turn, results in loss of sales tax revenues to the City. The economic recovery for the City will require creative solutions for specific business sectors, including the hospitality sector. The "Dine-Out El Monte" Program is a creative way to promote, encourage, and provide businesses with solutions to aid in economic recovery.

CONCLUSION

Staff recommends that the City Council adopt a Resolution extending the "Dine-Out El Monte" program to December 31, 2020, to allow temporary outdoor dining for restaurants and other eateries to promote the City's economic recovery in response to the COVID-19 pandemic.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONAVANIK
Community & Economic Development Director

Attachments:

1. Resolution
2. Application Permit and Operational Standards

DATE: SEPTEMBER 15, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

ATTACHMENT 1

RESOLUTION

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, COUNTY OF LOS ANGELES, CALIFORNIA, APPROVING THE "DINE-OUT EL MONTE" PROGRAM TO AUTHORIZE TEMPORARY OUTDOOR DINING FOR RESTAURANTS AND OTHER EATERIES IN RESPONSE TO THE COVID-19 PANDEMIC

WHEREAS, on March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in response to the Coronavirus COVID-19 pandemic;

WHEREAS, on March 17, 2020, the City of El Monte adopted Resolution No. 10099 proclaiming a Local Emergency in response to COVID-19;

WHEREAS, on March 19, 2020, the State of California Public Health Officer issued a "Stay at Home" order;

WHEREAS, on March 21, 2020, the Los Angeles County Health Officer issued a "Safer at Home" order;

WHEREAS, on March 23, 2020, the City of El Monte adopted Resolution No. 10108 to repeal and supersede Resolution No. 10099, which was approved on March 17, 2020;

WHEREAS, both orders prohibited restaurants and other eateries from offering dine-in food service;

WHEREAS, the orders limited customer service for restaurants and other eateries to drive-thru, pick-up or delivery only, resulting in significant reductions in revenues and increases in employee furloughs or layoffs;

WHEREAS, on May 7, 2020, the State Public Health Officer amended the "Stay at Home" order to allow counties to move through Stage 1 of the phased-in process to reopen businesses, which allowed for the reopening of "lower-risk" workplaces;

WHEREAS, on May 12, 2020, the Governor issued guidance for the eventual reopening of restaurants in counties certified as meeting state benchmarks for addressing COVID-19;

WHEREAS, on May 13, 2020, the Los Angeles County Health Officer amended the "Safer at Home" order to permit certain lower-risk workplaces to open, and indicated that restaurant may be allowed to offer dine-in food service in the near future;

WHEREAS, on June 16, 2020, the El Monte City Council adopted Resolution No. 10148 to establish the "Dine-Out El Monte" program, allowing restaurants to establish outdoor dining areas on private walkways, private parking lots, public sidewalks and (in the downtown area) public parking spaces;

WHEREAS, on July 29, 2020, the California Department of Public Health published "COVID-19 Industry Guidance: Dine-In Restaurants," which states that reestablishing dine-in food service should be implemented only with county health officer approval and following their review of local epidemiological data including cases per 100,000 population, rate of test positivity, and local preparedness to support a health care surge, vulnerable populations, contract tracing and testing;

WHEREAS, based on the current rate of infection of COVID-19 in Los Angeles County, it can be assumed that restrictions on dine-in food service will remain in place for the foreseeable future; and

WHEREAS, under El Monte Municipal Code Chapter 2.36 (Emergency Organization Ordinance), the City Council is authorized to proclaim orders and regulations to address the harms posted by COVID-19 and its consequences.

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

SECTION 1. The facts set forth in the recitals above are true and correct and incorporated herein by reference as set forth herein.

SECTION 2. The City Manager or his or her designee is hereby granted the authority to establish application procedures and guidelines for an outdoor dining program on private property and within the public right-of-way for El Monte restaurants and other eateries.

SECTION 3. Restaurants and other eateries shall obtain all necessary permits and follow all required protocols as outlined by the City of El Monte, the Los Angeles County Department of Public Health, and the California Department of Alcoholic Beverage Control, if applicable.

SECTION 4. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 5. Per Resolution No. 10148, the "Dine-Out El Monte" program was set to expire on September 30, 2020;

SECTION 6. Approval of this Resolution shall repeal and supersede Resolution No. 10148 and extend the "Dine-Out El Monte" program to December 31, 2020, unless extended by a subsequent Resolution approved by the City Council.

PASSED, APPROVED and ADOPTED by the City Council of the City of El Monte at the regular meeting of this __ day of September 2020.

_____
André Quintero
Mayor

ATTEST:

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

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

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

AYES:

NOES:

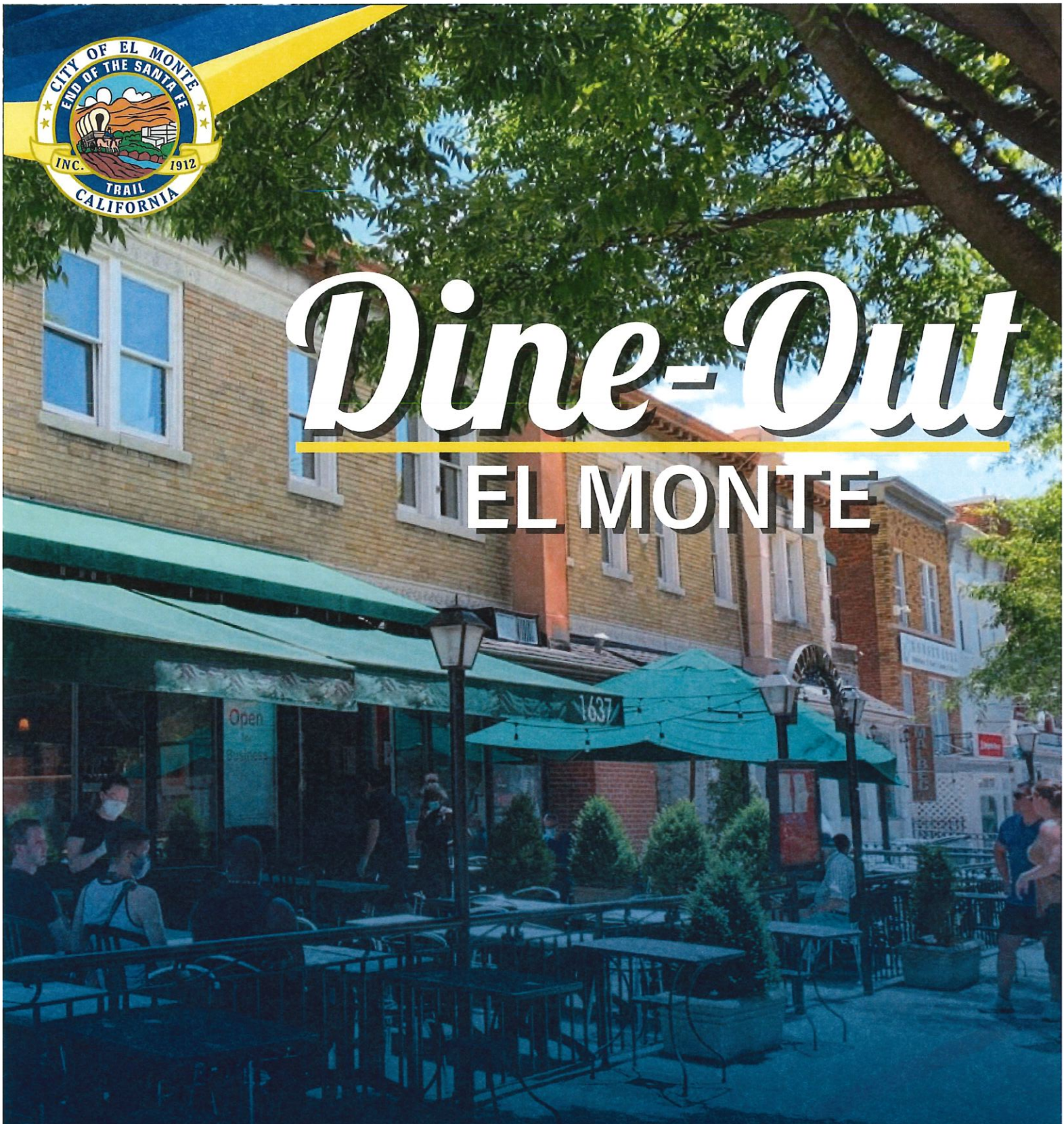
ABSTAIN:

ABSENT:

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

ATTACHMENT 2

APPLICATION PERMIT AND OPERATIONAL STANDARDS



Dine-Out
EL MONTE

APPLICATION PACKET TO ESTABLISH
TEMPORARY DINING FOR EL MONTE
RESTAURANTS AND OTHER EATERIES

The Friendly City of El Monte

CITY OF EL MONTE

Community and Economic Development
Planning Division

"Dine-Out El Monte" Application

Check all that apply:

Outdoor Dining on Private Property:
- ❑ Walkways and other paved areas
- ❑ Parking spaces

Outdoor Dining on Public Property:
- ❑ Public walkways and sidewalks
- ❑ Public parking spaces (in Downtown El Monte only)

FOR PLANNING USE ONLY

Date received: _____

Received by: _____

Assigned to: _____

Case Number: _____

Restaurant Name: _____

Project Address: _____

Zoning: _____ Assessor Parcel No. _____

General Plan: _____ Lot Size: _____

Restaurant Space SF: _____

Other Building Space: _____

Indoor seating (current): _____

Outdoor seating (current): _____

Type of Restaurant (check all that apply):
- ❑ Stand-alone building
- ❑ Part of commercial strip center
- ❑ Part of shopping center
- ❑ Includes a drive-thru

Applicant Name: _____

Address: _____ Phone No: _____

City/Zip: _____ Email: _____

Contact Person: _____

Address: _____ Phone No: _____

City/Zip: _____ Email: _____

Owner Name: _____

Address: _____ Phone No: _____

City/Zip: _____ Email: _____

City Hall West • 11333 Valley Boulevard
Phone (626) 258-8626
Monday - Thursday • 7:30 a.m. - 5:00 p.m.

Owner's Affidavit

STATE OF CALIFORNIA) SS:
COUNTY OF LOS ANGELES)

I/WE _____ BEING DULY SWORN, DEPOSE AND SAY, THAT I/WE AM/ARE THE OWNER (S) OF THE PROPERTY INVOLVED IN THIS PETITION, AND THAT THE FOREGOING STATEMENTS AND ANSWERS HEREIN CONTAINED AND THE INFORMATION HEREWITH SUBMITTED, ARE IN ALL RESPECTS TRUE AND CORRECT TO THE BEST OF KNOWLEDGE AND BELIEF.

SIGNATURE: _____

ADDRESS: _____

CITY: _____

TELEPHONE: _____

SIGNATURE: _____

ADDRESS: _____

CITY: _____

TELEPHONE: _____

NOTE: This application must be signed by the same persons, and in the same manner as that in which title is held. Before signing, please examine your deed or title insurance policy.

_____ _____
Applicant's Signature Date

Office Use

Date:_____ Received By: _____ File Number: _____

* The Application form being signed under penalty of perjury does not require notarization.

Updated 5/2020

PROVIDE A DESCRIPTION OF THE REQUEST ***(added text on 6/16/20 in bold italicized):***

1. Is there currently a private outdoor dining area? ❑ Yes ❑ No
2. What is the proposed outdoor dining area in square feet? _____
3. What are the proposed number of outdoor tables? _____
4. What are the proposed number of outdoor chairs? _____
5. Will all outdoor seating meet social distancing requirements? ❑ Yes ❑ No
6. Do you currently have the legal right to serve alcohol? ❑ Yes ❑ No
7. Will parking spaces be used for outdoor dining? ❑ Yes ❑ No

   If yes, how many spaces? _____

   How many are in the parking lot or block? _____
8. What are your existing restaurant's hours of operation?

   Sun _____ Mon _____ Tue _____ Wed _____ Thu _____ Fri _____ Sat _____
9. Provide photographs of the existing restaurant's exterior and interior. Also include several angles of the location where the outdoor dining is proposed.
10. Attach a copy of the restaurant's full menu.

TYPES OF OUTDOOR DINING:

A. **Private walkways** – This may be the most popular form of outdoor dining for El Monte restaurant. Many restaurants have oversized walkways and large entrance areas that could be transformed into outdoor dining spaces. In addition, this would not occupy any needed parking for customers.

B. **Private parking spaces** – This may also be a popular form of outdoor dining, especially for larger shopping centers that have large parking areas.

C. **Public sidewalks** – This could be used by restaurants in the downtown area or along major corridors where the restaurant entrance is abutting the public right-of-way.

D. **Public parking spaces** – This would be most appropriate in the downtown area, where traffic is slow moving and most of the parking spaces are diagonal.

OPERATIONAL STANDARDS FOR ALL OUTDOOR DINING AREAS:

Definition:

1. ***The use shall be a restaurant, as defined by the El Monte Municipal Code. Gas station minimarts, convenience markets, grocery stores, liquor stores or other establishments that may sell food but are not defined as restaurants are ineligible to submit an application.***

Access:

2. Outdoor dining areas shall maintain designated ingress and egress points and shall keep them clear and accessible at all times.

3. Disabled access within the public right-of-way or to access the restaurant or other structures shall be maintained at all times.

4. Vehicular driveways, pedestrian paths of travel, building entryways and exists and fire lanes shall not be blocked at any time.

Parking:

5. ***New on-site parking shall not be required for the outdoor dining areas, regardless of whether the dining is on private walkways, private parking spaces, public sidewalks or public parking spaces.***

Design:

6. The use of umbrellas, awnings, planters, railings and other decorative features are greatly encouraged.

7. There shall be no removal of required on-site landscaping to accommodate outdoor dining areas.

8. Temporary signs shall be limited to one (1) A-frame sign. No balloons, banners, streamers, flags or other similar features shall be permitted.

9. Outdoor dining areas shall be adequately lit at all times.

Maintenance and Operations:

10. The hours of operation for the outdoor dining area shall be limited to the hours of operation for the restaurant's indoor seating, or 10:00 PM daily, whichever is earlier.

11. The approval is not transferrable to any entity or person and is valid only to the original applicant.

12. Any outdoor dining area shall be kept in a good state of repair and maintained in a clean, safe and sanitary condition at all times. Regular cleanup of trash and debris shall be the responsibility of the business owner. For fast-service restaurants (i.e. restaurants with a drive-thru or exterior pick-up window), a trash receptacle shall be included and regularly emptied.

13. The applicant shall provide a summary of how any tables, umbrellas, trash receptacles, etc. are stored and secured when the restaurant is closed to the public.

14. The restaurant shall follow all on-site dining guidelines and protocols for restaurants as published by the County of Los Angeles Department of Public Health.

Limitations:

15. Customized lighting and sound system conductive of a nightclub atmosphere shall be prohibited at all times.

16. Live entertainment and dancing shall be prohibited at all times.

17. Promoter-produced parties or events shall be prohibited. These events include private parties that involve third parties who profit from organizing and/or drawing attendees to the events.

18. Outdoor dining areas shall not include areas for food preparation, plastic food displays, food storage or refrigeration.

19. Smoking shall be prohibited in all dining areas. Violators may be subject to a fine.

Expiration dates, violations and suspensions:

20. Outdoor dining shall not be permitted for restaurants that have existing cases with the City's Code Enforcement Division or are not compliance with existing conditions for a Planning Division entitlement.

21. All permits shall expire on September 30, 2020, unless an extension is approved by the City Council. All tables, seating, fencing and other items shall be permanently removed by that date, or the business may be subject to City fines and penalties.

22. Outdoor dining approvals may be temporarily suspended without any prior notice or hearing, at the discretion of the Director of Community and Economic Development, Police Chief or Director of Public Works (for dining areas in the public right-of-way), if it is found that the use, occupation or obstruction may interfere with public safety, street improvement activities, construction activities, cleaning efforts or other similar activities or with the health, welfare or safety of the citizens of the City.

23. Outdoor dining permits shall be considered temporary and nonpermanent in nature, and the permittee shall have neither property interest in nor any entitlement to the granting or continuation of any such permit. Permits may be terminated by the City, with or without cause, regardless of the nature and scope of financial or other interest in, or on account of the permit or the permitted use.

24. The Community and Economic Development Director may, in his or her sole discretion, place additional conditions upon the issuance of the permit in order to insure the protection of the rights of all adjoining property owners and the health, safety and welfare of the public.

SPECIAL STANDARDS FOR OUTDOOR DINING AREAS ON PRIVATE PROPERTY

1. Outdoor dining on private walkways shall be limited to the restaurant building or tenant frontage.

2. Outdoor dining on private walkways may be defined by the placement of portable but sturdy fencing or other suitable dividers. Fencing shall not exceed a height of four (4) feet. Nothing shall be permanently fixed to the ground.

3. Outdoor dining on private parking spaces shall not occupy more than five (5) parking spaces or 25 percent of the parking area, whichever is greater.

4. Outdoor dining on private parking spaces shall be defined by the placement of a portable but sturdy fencing or other suitable dividers. Fencing shall not exceed a height of four (4) feet. Nothing shall be permanently fixed to the ground.

SPECIAL STANDARDS FOR OUTDOOR DINING AREAS ON PUBLIC PROPERTY

1. An Encroach Permit shall be obtained by the City's Department of Public Works.

Public Sidewalks:

2. Outdoor dining on public sidewalks shall be limited to the restaurant building or tenant frontage. It shall block any disabled access requirements and maintain the natural flow of pedestrian travel. It shall also maintain an adequate distance from all utilities, street furniture, and public infrastructure (e.g. bus stops and shelters, street signs, fire hydrants, etc.) at all times.

3. ***Outdoor dining on public sidewalks may be defined by the placement of portable by sturdy fencing or other suitable dividers. Fencing shall not exceed a height of four (4) feet. Nothing shall be permanently fixed to the ground.***

4. Outdoor dining areas on public sidewalks shall not be located within 20 feet of an intersection or within ten (10) feet of a driveway or alley.

Public Parking Spaces:

5. Outdoor dining on public parking spaces shall be limited to the Downtown Main Street Specific Plan area (but shall be prohibited on Santa Anita Avenue, Valley Boulevard and Ramona Avenue).

6. Outdoor dining on public parking spaces should be located in close proximity to the restaurant's main customer entrance.

7. ***Outdoor dining areas on public parking spaces shall be defined by the placement of a portable but sturdy fencing or other suitable dividers. Fencing shall not exceed a height of four (4) feet. Nothing shall be permanently fixed to the ground.***

SPECIAL STANDARDS FOR RESTAURANTS SELLING ALCOHOL

1. Prior to serving alcohol in a dining area, the business must possess both a valid on-sale alcoholic beverage license for Type 41 (on-sale beer and wine eating place) or Type 47 (on-sale general eating place) or of their successor types. Alcohol service shall be in compliance with all applicable regulations and guidance issued by the California Department of Alcoholic Beverage Control at all times.

2. The use must be classified as a bona fide restaurant as defined in the El Monte Municipal Code and food service shall remain available during all hours of operation.

3. No cover charge, entry fees, or minimum drink orders shall be charged or required of patrons. The display of alcoholic beverages shall be interior only (no outdoor displays) at all times.

PROVIDE A SITE PLAN SHOWING THE FOLLOWING:

- Property lines and restaurant frontages.
- Location of barriers, tables, chairs, trash receptacles and distance separation.
- Show compliance with all public health guidelines and protocols related to COVIDF-19.
- Location of patron entry and exit.
- Location of planned electrical and mechanical equipment.
- Location of all above-surface improvements such as street lights and traffic signal poles, trees and tree wells, bus benches and trash receptacles.
- Show the existing and proposed pedestrian circulation pattern. Show compliance with all ADA requirements.
- Show the location of all utility connections to be used.
- Provide photographs of catalog photos of selected chairs, tables, railings, planters, etc.
- The plan can be drawn below or on a separate 8.5x11" or 11x17" sheet of paper.

CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF SEPTEMBER 15, 2020

September 4, 2020

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

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL OF THE THIRD AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH AVANT GARDE, FOR HOUSING CONSULTING SERVICES FOR AN ADDITIONAL NOT-TO-EXCEED AMOUNT OF $372,000 FOR AN ADDITIONAL ONE (1) YEAR TERM THROUGH DECEMBER 31, 2021

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve the Third Amendment (Attachment 1) to the Professional Service Agreement with Avant Garde for as-needed housing consulting services for an additional not-to-exceed amount of $372,000 for an additional one (1) year term through December 31, 2021; and
2. Authorize the City Manager to make all conforming modifications and edits and execute all implementing documents.

BACKGROUND

On July 12, 2018, City staff issued a Request for Proposals (RFP) for Housing Consulting Services to supplement staff's administration of affordable housing activities and projects. As-needed professional services are required to enhance staff's ability to administer various affordable housing projects, deliver property management services, and provide technical assistance with U.S. Department of Housing and Urban Development (HUD) programs. Thirty-seven (37) potential firms specializing in housing services were notified of the RFP opportunity; three (3) proposals were received.

On October 16, 2018, the City Council approved three (3) professional service agreements with Avant Garde, RSG, and Lorraine Mendez and Associates, for a not-to-exceed amount of $40,000 for each firm. The agreements set forth a term of one (1) year with the option to extend for two (2) consecutive one (1) year terms, through December 31, 2021.

On December 17, 2019, the City Council approved a First Amendment to the Professional Service Agreement with Avant Garde for a not-to-exceed amount of $50,000 under the existing terms. On January 14, 2020, the City Council approved the First Amendment to the Professional Service Agreement with RSG for a not-to-exceed amount of $50,000; and the Second Amendment to the Professional Service Agreement with Avant Garde for a not-to-exceed amount of $50,000. The Agreements exercised the first one (1) year extension option under the original Agreements.

DISCUSSION

The City's Housing Division is currently understaffed. The Housing Manager position has been unfilled since December 26, 2019 and the Housing Program Analyst position is also vacant. The City receives Community Development Block Grant (CDBG), HOME Investment Partnerships ("HOME"), and Emergency Solutions Grant (ESG) Program funds on an annual basis from the U.S. Department of Housing and Urban Development (HUD) to carry out a wide range of community development activities, which benefit low-income residents. HUD enabled additional CDBG economic support ("CDBG-CV" funds) known as the Coronavirus Aid Relief and Economic Security ("CARES") Act. The objectives of the CDBG program is to enable activities that may be in response to the economic effects of the coronavirus ("COVID-19") pandemic, allowing grantees to reprogram existing or future CDBG funds as part of long-term social welfare and economic development recovery efforts. These special funds are to be used to prevent, prepare for, and respond to COVID-19. The funds will also support additional activities to mitigate the impacts of COVID-19. Since the COVID-19 pandemic, in an effort to assist El Monte residents and businesses, under the existing Agreement, Avant Garde has assisted the City in implementing a rental assistance program, a business grant assistance program, and an emergency shelter grant program. Additionally, Avant Garde has assisted the City in applying for multiple grants for open space, housing programs, and homeless housing programs, many of which have already been awarded.

The City is required to deploy the grants and HUD funding in a timely manner. Therefore, continued housing consulting services is needed to ensure that there are no interruptions in providing housing assistance programs to the community and to monitor compliance with HUD programs and funding.

Request for Proposals
The City requested updated proposals from the three (3) consultants (Avant Garde, RSG, and Lorraine Mendez) that are currently on the City's on-call housing consultant bench list. This is to ensure that all consultants have an equal opportunity to respond to the City's request for services.

The Scope of Work includes the following tasks.

1. Evaluation of the City's HUD programs and funding
2. Management of the Consolidated Plan and Annual Action Plan
3. Preparation of the CAPER
4. Coordination with HUD
5. Fiscal reporting
6. Program Monitoring
7. Public Services Grant Processing
8. Labor Compliance and Section 3 monitoring
9. Management of COVID-19 funds
10. Implementation of the Business Grant Program
11. Implementation of the Rental Assistance Program
12. Management of the Emergency Shelter Grant

Additionally, the City is requesting that a principal level and project manager be onsite at City Hall a minimum of two (2) days a week in order to assist the Housing Division with program management and to assist Housing staff until the Housing Manager and Housing Program Analyst positions are filled.

Lorraine Mendez & Associates provided a proposal in response to the HUD program compliance related tasks and the management of the Consolidated Plan, Annual Action Plan and CAPER. Additionally, Lorraine Mendez does not have the capacity to provide onsite services at the principal level; a project manager could be available onsite as-needed. The rate for a Principal is $130/hour and the rate for a Project Manager is $125/hour. Lorraine Mendez's proposal includes a work schedule of 20 hours per week for two (2) consultants.

Avant Garde provided a proposal in response to all of the tasks above. Additionally, Avant Garde has the capacity to provide a Director and Program Manager onsite at City Hall two (2) days a week for a total of 49 hours combined. The rate for a Director is $110/hour and the rate for a Program Manager is $95/hour. Additionally, a Program Assistant will be working remotely at the rate of $65/hour. Avant Garde's proposal includes a work schedule of approximately 59 hours per week for three (3) consultants.

RSG was not able to provide a proposal in a timely manner; however, they did indicate that could provide some but not all of the services requested and that they do not have the capacity to provide onsite consultants.

Avant Garde is able to provide all services requested, including onsite consultants. Furthermore, Avant Garde hourly rate is the most competitive. Therefore, staff is requesting that the City Council approve the Third Amendment to the Professional Service Agreement with Avant Garde to assist the Housing Division to ensure that there are no interruptions to providing housing assistance and programs to the community and to monitor compliance with HUD programs and funding.

Avant Garde will work alongside City staff to ensure that the program objectives are met. Pursuant to the Term of the original Agreement, the City has the option to extend the Agreement beyond the Initial Term for its second one (1) year extension term. Therefore, staff recommends that the City Council hereby exercises the option to extend the Agreement for an additional one (1) year through December 31, 2021, after which the City will be required to issue a new Request for Proposals for housing consulting services.

FISCAL IMPACT

It is requested that the City Council increase the current not-to-exceed agreement sum of $140,000 by $372,000 for a total not-to-exceed amount of $512,000 and allocate the funds as follows:

Timeline	Fund and Amount
August 1, 2020 – June 30, 2021	CDBG/HOME Administration $224,000
August 1, 2020 – June 30, 2021	CDBG-CV/ESG-CV $40,000
July 1, 2021 – December 31, 2021	CDGB/HOME/ESG Administration $108,000
	Total $372,000

Avant Garde's services will be fully funded by HUD funding. The utilization of the HUD Administration funds will have no impact to the General Fund.

CONCLUSION

It is recommended that the City Council approve the Third Amendment to the Professional Service Agreement with Avant Garde for housing consulting services for an additional not-to-exceed amount of $372,000 for an additional one (1) year term through December 31, 2021; and authorize the City Manager to make all conforming modifications and edits and execute all implementing documents.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONAVANIK
Community and Economic Development Director

Attachment:

1. Third Amendment to Professional Services Agreement No. 18H11122.3A

DATE: SEPTEMBER 15, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

ATTACHMENT 1

Third Amendment to Professional Services Agreement No. 18H11122.3A

2020

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

(Engagement: HUD Program and Funding Compliance Services)

(Parties: City of El Monte and Avant Garde, Inc.)

THIS THIRD AMENDMENT (hereinafter, "Third Amendment") to that certain agreement entitled "Professional Services Agreement", Contract No. 18H11122, dated December 10, 2018 (hereinafter, the "Master Agreement"), is hereby made and entered into this 15th day of September, 2020 (hereinafter, "The Third Amendment Execution Date") by and between CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and AVANT GARDE, INC. (hereinafter, "CONSULTANT"). For purposes of this Third Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT, interchangeably as appropriate.

RECITALS

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

WHEREAS, on December 10, 2018, the Parties executed and entered into the Master Agreement for CONSULTANT to provide professional program monitoring and funding compliance services for its HOME and CDBG funded programs administered through the Department of Housing and Urban Development (hereinafter, "HUD"); and

WHEREAS, the Master Agreement was later amended by way of a First Amendment (hereinafter, the "First Amendment"), Contract No. 18H11122.1A and approved by the City Council of the City of El Monte ("City Council") at its Regular Meeting of December 17, 2019 for purposes of modifying the Term, Scope of Services and Compensation provisions of the Master Agreement; and

WHEREAS, on January 16, 2020, the Parties executed a Second Amendment (hereinafter, the "Second Amendment"), Contract No. 18H11122.2A to the Master Agreement to amend the compensation for performing the remaining tasks and services; and

WHEREAS, for the purposes of this Third Amendment, the Master Agreement as amended by way of the First Amendment and Second Amendment may be referred to collectively as the "Agreement". The Agreement is attached and incorporated hereto as **Exhibit "A"**; and

WHEREAS, the Parties now wish to revise the Scope of Services as set forth in CONSULTANT's August 1, 2020, proposal entitled "Request for Contract amendment for HUD program and compliance services" which is attached and incorporated hereto as **Exhibit "B"** (hereinafter, the "August 2020 Amended Scope of Services") and

WHEREAS, under the terms of the Agreement, CITY agreed to pay CONSULTANT a total Not-to-Exceed Sum of **ONE HUNDRED FORTY THOUSAND DOLLARS ($140,000)** for all work contemplated under the Agreement (hereinafter, "Not-to-Exceed Sum"); and

WHEREAS, the Parties wish to increase the total Not-to-Exceed Sum of **ONE HUNDRED FORTY THOUSAND DOLLARS ($140,000)** by **THREE HUNDRED SEVENTY-TWO THOUSAND DOLLARS ($372,000)** for a new total Not-to-Exceed Sum of **FIVE HUNDRED TWELVE THOUSAND DOLLARS ($512,000)** to cover the revised Scope of Services; and

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

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

SECTION 1. Section 1.1 (SCOPE OF SERVICES) of the Master Agreement is modified by the addition and incorporation of the August 2020 Amended Scope of Services referenced above and attached hereto as **Exhibit "B"**.

SECTION 2. Section 1.4 (COMPENSATION) of the Agreement is hereby amended to increase the total Not-to-Exceed Sum of **ONE HUNDRED FOURTY THOUSAND DOLLARS ($140,000)** by **THREE HUNDRED SEVENTY-TWO THOUSAND DOLLARS ($372,000)** for a new total Not-to-Exceed Sum of **FIVE HUNDRED TWELVE THOUSAND DOLLARS ($512,000)** to cover all Work contemplated under the Master Agreement, First Amendment and Second Amendment

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

SECTION 4. The provisions of this Third Amendment shall be deemed a part of the Master Agreement, First Amendment and Second Amendment and except, as otherwise provided under this Third Amendment, the Master Agreement, First Amendment and Second Amendment and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the

provisions of this Third Amendment and the provisions of the Master Agreement, the First Amendment and Second Amendment, the provisions of this Third Amendment shall control, but only in so far as such provisions conflict with the Master Agreement, First Amendment and Second Amendment and no further.

(SIGNATURES ON NEXT PAGE)

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

CITY:

CITY OF EL MONTE

By:_____
Alma K. Martinez, City Manager

Date:_____

CONSULTANT:

AVANT GARDE, INC.

By:_____

Name:_____

Title: _____

Date:_____

APPROVED AS TO FORM:

By:_____
Richard Padilla, Assistant City Attorney

Date:_____

EXHIBIT "A"

MASTER AGREEMENT

For Internal Reference Only:
Contract No. 18H11122

2018
PROFESSIONAL SERVICES AGREEMENT
(Engagement: HUD Program and Funding Compliance Services)
(Parties: City of El Monte and Avant Garde, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 10th day of December 2018 by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and AVANT GARDE, 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.

WHEREAS, the CITY requires professional program monitoring and funding compliance services for its HOME and CDBG funded programs administered through the Department of Housing and Urban Development (hereinafter, "HUD"); and

WHEREAS, CITY has determined that CONSULTANT possess the skills, experience, and expertise necessary to perform the requested professional program monitoring and funding compliance services; and

WHEREAS, CITY has separately engaged CONSULTANT to perform services unrelated to the services contemplated under this Agreement by way of a separate agreement which is identified internally by the CITY as Contract No. 18PW11114 for the performance of funding compliance services for the CITY's Public Works Department; and

WHEREAS, the execution of this Agreement was approved by the El Monte City Council at its Regular Meeting on October 16, 2018 under Agenda Item No. 12.5.

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

I.
ENGAGEMENT TERMS

1.1 SCOPE OF SERVICES: Subject to the terms and conditions of this Agreement, CONSULTANT agrees to assist CITY with monitoring its CDBG and HOME programs on an as-needed basis. The specific services and tasks that CONSULTANT shall perform and other general duties and responsibilities of CONSULTANT are set forth and more particularly described in that certain proposal of CONSULTANT entitled "City of El Monte – Housing Consultant Services Proposal" and dated August 1, 2018 which is attached and incorporated

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

1.2 TERM: This Agreement shall have a term of one (1) year ("Initial Term") commencing as of the date the Agreement is signed by all of the Parties (the "Effective Date"). CITY shall have the option to extend the Agreement beyond the Initial Term for a maximum of two (2) consecutive one-year extension terms (each such extension term hereinafter referred to as an "Extension Term").

1.3 PROSECUTION OF WORK: The Parties agree as follows:

A. CONSULTANT shall perform the Work contemplated under this Agreement on an as-needed, as requested basis. CONSULTANT shall only perform Work which is described by CONSULTANT in a written work order or equivalent written documentation (hereinafter, a "Work Order"), from the City Representatives, as defined below in Section 2.2, which shall include the following information:

1. Description of the specific tasks or services requested;

2. Timeline or other applicable deadlines for the requested tasks or services;

3. The applicable expenditure limit for the services and tasks set forth in the Work Order; and

4. Any other information the CITY deems necessary and relevant to completing the requested tasks or services; and

B. CONSULTANT shall coordinate and cooperate with CITY on the prosecution of all Work contemplated under this Agreement and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;

1.4 COMPENSATION:

A. CONSULTANT shall perform all Work in accordance with the hourly rates of compensation set forth in Appendix B (Request for Proposals – Cost proposal form for Housing Consultant Services) of the Scope of Services (hereinafter, the "Authorized Compensation Schedule")

B. Section 1.4(A) notwithstanding and the provisions of Section 7 (Cost Proposal) of the Scope of Services notwithstanding, CONSULTANT's total compensation for any services and tasks performed under this Agreement

shall not exceed the total aggregate sum of **FORTY THOUSAND DOLLARS ($40,000)** (hereinafter, the "Not-to-Exceed Sum") during any single fiscal year, unless such added expenditure is first approved by the El Monte City Council ("City Council"). In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum during any fiscal year, CITY may suspend CONSULTANT's performance pending the City Council's approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement. For purposes of this Agreement the term "fiscal year" means a period of time coming on July 1st of a given calendar year and ending on June 30th of the calendar year immediately following.

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

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

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

CONSULTANT's cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Director of Community and Economic Development and the Housing Manager (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The CITY Representatives or their designees shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.

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

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

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

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

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

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

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

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

F. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

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

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or

different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

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

2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include, without limitation, compliance with any applicable reporting requirements of the CDBG and Home program.

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

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

III.
INSURANCE

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

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

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

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

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

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

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and

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

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

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

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

IV.
INDEMNIFICATION

4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees

with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

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

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

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

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

4.7 This Article and all provisions contained herein (including but not limited to the

duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to

provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or

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

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

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

CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

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

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

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

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

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

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

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

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

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

this Agreement for completed services and tasks.

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

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

VI.
MISCELLANEOUS PROVISIONS

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

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

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

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

CONSULTANT:
Avant Garde
3670 W. Temple Avenue, Suite 278
Pomona, CA 91768
Attn: Lissette Calleros
Phone: (909) 979-6586
Fax: (909) 979-6580

CITY:
City of El Monte
Housing Division
11333 Valley Boulevard
El Monte, CA 91731
Attn: Community and Economic Development Director
Phone: (626) 580-2070

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or

describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall govern and control, but only to the extent of the conflict or inconsistency and no further.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF EL MONTE

By: _____
Alex Hamilton, City Manger

Date: 12-10-18

APPROVED AS TO FORM:

By: _____
Richard Padilla
Assistant City Attorney

Date: 12-7-18
Presented to CAO on 12-6-18

AVANT GARDE, INC.

By: _____

Name: Ana Marie LeNoue

Title: President

Date: 11/29/18

EXHIBIT "A"
CONSULTANT'S AUGUST 1, 2018 PROPOSAL
SCOPE OF SERVICES

AVANT GARDE

City of El Monte

Housing Consultant Services Proposal

August 1, 2018

ORIGINAL

www.agi.com.co

AVANT GARDE

Grants
Compliance
Funding Management
Community Outreach

August 1, 2018

City of El Monte
City Clerk's Office
11333 Valley Blvd.
El Monte, CA 91731

Subject: Request for Proposals for Housing Consultant Services

It is with great pleasure that AVANT-GARDE submits our proposal to provide the City of El Monte with Administration and Technical Services for the management and implementation of the housing programs. It is our goal to ensure that all services and reports are in compliance with all applicable HUD regulations and submitted within the required time frames.

A 100% woman-owned firm, Avant-Garde was incorporated in September 2002 and our corporate office is located at 3670 W. Temple Avenue, Suite 278, Pomona, CA 91768. **Avant-Garde is a certified minority business enterprise, women business enterprise, disadvantaged business enterprise and small business enterprise. (MBE, WBE, DBE, SBE).**

Avant-Garde has built a strong reputation for providing innovative and successful solutions for a number of public agencies. We have a successful track record in Program and Compliance Management with several municipalities, including the Cities of Montebello, Bellflower, Lynwood, Pasadena, Industry, La Puente, Pico Rivera, Temple City, Bell Gardens, South Gate, Cudahy, **El Monte**, Alhambra, Rosemead, San Gabriel, Moreno Valley, Perris, Maywood, and Los Angeles County METRO. We offer the talents of some of the most skilled, compliance managers, fund administrators, grant writers and program managers in the industry, providing clients with innovative and cost-effective solutions on a wide variety of projects.

It has been Avant-Garde's pleasure to work with the City of El Monte this last year in providing assistance with program management services as identified in this RFP. Given the opportunity, we feel the Avant-Garde team will prove to be a continued valuable partner to the City in meeting its HUD requirements and goals. To provide exceptional services as outlined in the RFP, we present a highly qualified and experienced team of program managers each with years of experience in providing identical services to Cities throughout Southern California. We have assigned a firm principal, Lissette Calleros, to serve as the Project Representative. Ms. Calleros will oversee all assigned staff and will ensure successful administration of all activities.

Please contact me or Lissette Calleros, the firm's principals, at (909) 979-6586 or email alenoue@agi.com.co or lcalleros@agi.com.co if there are any questions. Thank you very much for your consideration. We look forward to meeting with you to discuss our services and the opportunity to continue serving your community.

Sincerely,

Ana Marie LeNoue
President

3670 W. Temple Avenue, Suite 278, Pomona, CA 91768
tel: 909.979.6586 • fax: 909.979.6580 • www.avant-garde-inc.com

AVANT GARDE

Funding Management
Community Outreach

TABLE OF CONTENTS

SECTION 1. INTRODUCTION 1

SECTION 2. PROGRAM TEAM & MANAGEMENT 5

SECTION 3. GENERAL SCOPE OF WORK 38

SECTION 4. APPROACH TO REQUESTED SERVICES 41

SECTION 5. CITY PROVIDED SUPPORT 57

SECTION 6. ADMINISTRATIVE REQUIREMENTS 57

SECTION 7. COST PROPOSAL 58

SECTION 8. REFERENCES 59

ATTACHMENTS:

APPENDIX B – COST PROPOSAL FORM FOR HOUSING CONSULTANT SERVICES

AVANT GARDE Grant Compliance Funding Management Community Outreach

SECTION I. INTRODUCTION

AVANT-GARDE was incorporated in September 2002 and our corporate office from which services will be provided is located at 3670 W. Temple Avenue, Suite 278, Pomona, CA 91768. ADVANCED AVANT-GARDE dba AVANT-GARDE is a 100% woman-owned California Corporation and is a certified minority business enterprise, women business enterprise, disadvantaged business enterprise and small business enterprise. (MBE, WBE, DBE, SBE).

Our team of twelve has built a strong reputation for providing innovative and successful solutions for a number of public agencies. We have a successful track record in your City and several municipalities, including the Cities of Montebello, Bellflower, Temple City, Moreno Valley, Pasadena, Industry, La Mirada, Alhambra, Pico Rivera, Hawaiian Gardens, South El Monte, Lynwood, Rosemead, San Gabriel, La Puente, Bell Gardens, South Gate, Cudahy, Maywood, Perris and Los Angeles County METRO. We offer the talents of some of the most skilled compliance managers, grant writers, fund administrators and program managers in the industry, providing clients with innovative and cost-effective solutions on a wide variety of projects.

AVANT-GARDE has had the privilege of working for the City of El Monte over the past year. During this time, our Team has worked closely with City staff in a variety of capacities including review of various HUD reports to identify program activities, analysis of the City's HOME and CDBG funds, and assisting with the development of policies and procedures for the City's Housing Rehabilitation program. We are currently assisting with the monitoring of 8 rental properties and providing support to staff on responses to recent HUD finding. Our familiarity and experience with the City of El Monte establishes our solid working knowledge of the community, processes and institutions which make us uniquely qualified to assist the City and serve the community.

Our years of practice have resulted in a solid foundation of experience and technical expertise and a dedication to integrity, excellence, and quality. We are proud of our strong reputation in meeting aggressive schedules and our ability to multi-task to provide our clients specialized attention and service. Services offered by our firm include:

AVANT GARDE

- Grant Writing and Administration
- Program Management
- Funding Administration
- Compliance Management Including Labor Compliance
- Construction Coordination (Bid development, analysis, etc.)
- Community Outreach

AVANT-GARDE specializes in government funding and grant sources with requirements ranging from basic applications and documentation to competitive project submittals. Our team has been instrumental in securing and managing millions of dollars for southern California projects. We assist our clients in identifying federal and state fund allocation balances, assist in determining eligible projects, provide advisement of program requirements and are available to prepare and administer the program as required by the funding agencies. Additionally, our team provides administrative responsibilities such as assistance with the preparation and monitoring of operating budgets and Capital Improvement Program budget. AVANT-GARDE analyzes the agency's needs and prepares, recommends and administers long-and-short range programs consistent with the economic capabilities of the agency, including information vital to the preparation of the annual budget for the agency. Our team researches grants, submits applications, and continually works with various funding agencies in completing State and Federal forms to ensure that our clients follow grant and funding requirements. To date, AVANT-GARDE has successfully secured over $113 million in competitive grant funds for southern California agencies.

Avant-Garde is currently providing the services requested in this RFP to several cities in Southern California, including Montebello, Bellflower, Lynwood, **El Monte**, Cudahy, South Gate, and Moreno Valley. Most agencies we serve have a long-standing relationship with us and trust our Team to provide these services on upcoming projects. To best round out our services in response to this RFP, we have partnered with **Civitas.**

Civitas, LLC specializes in housing and community development. Their knowledge and experience with HUD programs, social science research, economic development, and community revitalization put them in a unique position to assist a consortium of public and private entities in better meeting their missions. They bring a passion for public

service to a variety of areas including affordable housing development, grant writing and administration, program evaluation, research design and implementation, social and economic impact analysis, survey research, GIS mapping / spatial analysis, and project management. Formally organized in 2009, Civitas consultants have decades of combined experience in the community development field.

Civitas has successfully completed or assisted with the completion of Consolidated Plans and Analyses of Impediments for multiple communities across the country. They recently completed similar work in South Carolina, California, Florida, Texas, Tennessee, Utah, Colorado, Illinois, Michigan and Pennsylvania. In early 2017, Avant-Garde and Civitas collaborated in the City of El Monte to administer several HUD funded programs.

The Civitas team are experts in every aspect of HUD programs and regulations, and have conducted housing research and managed housing programs for grantees across the nation. Furthermore, they regularly produce the full spectrum of reporting and planning documents required by the US Department of Housing and Urban Development for clients: Consolidated Plans, Assessments of Fair Housing (previously Analysis of Impediments), Annual Action Plans, Consolidated Annual Performance Evaluation Reports (CAPERs), Environmental Review Records, Citizen Participation Plans, etc. In addition to producing HUD documents and studies, Civitas has successfully provided HUD technical assistance and staff training to grantees and subrecipients across the country. They are also experts in the myriad of housing finance sources including HOME, CDBG, and LIHTC, among others.

Civitas has several subcontracts with organizations contracted directly with HUD to provide national technical assistance services to HUD grantees. They provide expertise, training, and problem solving to HUD grantees across the nation. They are experts on the Conslidated Planning process, AI's and AFH's, Fair Housing, IDIS, DRGR, CDBG, HOME, Environmental Review and a variety of other HUD programs and cross cutting regulations – and regularly provide staff training and technical assistance to grantees on these many subjects.

SECTION 2. PROGRAM TEAM & MANAGEMENT

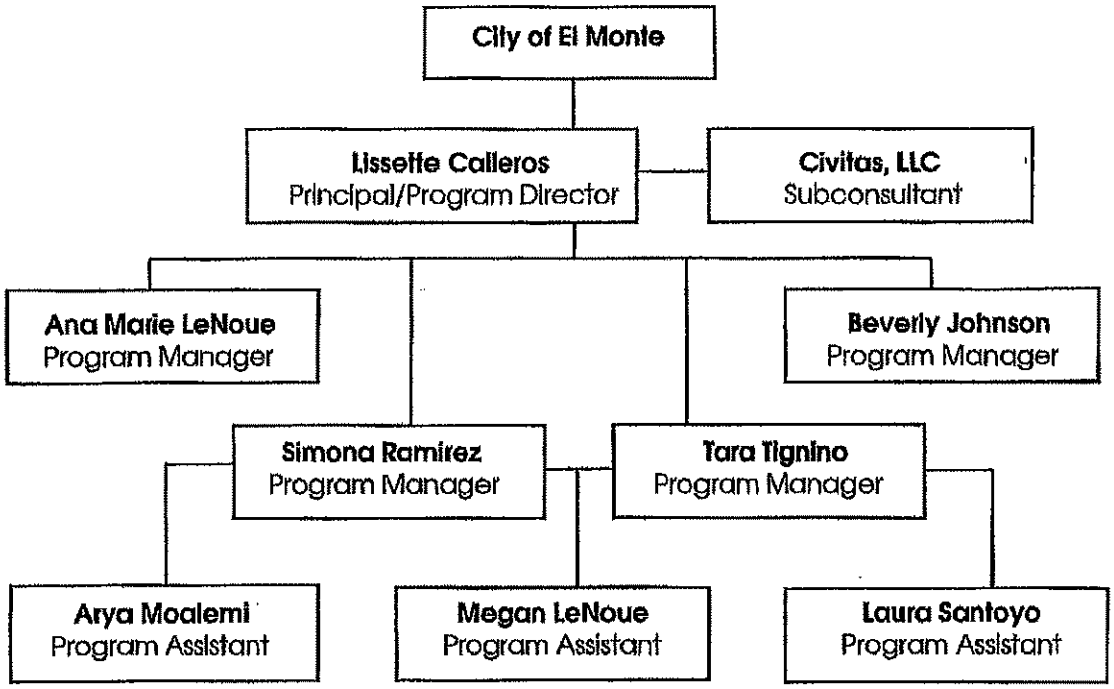
Organization and Key Staff

To provide exceptional services to the City of El Monte, we have compiled a highly qualified and experienced team. Firm Principal, Lissette Calleros, will serve as the Project Director and will oversee all assigned staff and ensure successful administration of program and document development. Our Project Director will be supported by our in-house Program Manager-Ana Marie LeNoue, Program Manager-Simona Ramirez, Program Manager-Beverly Johnson, Program Manager-Tara Tignino, Program Assistant-Megan LeNoue, Program Assistant-Arya Moalemi, and Program Assistant-Laura Santoyo. Civitas, LLC will serve as a subconsultant to provide additional technical and program management support. Additional sub-consultants may be added based on the technical expertise required and assignments given to the firm.

AVANT-GARDE understands the importance of maintaining professionalism while delivering exceptional customer service to all parties involved, including administrators, city staff, residents, businesses, various agency representatives, and elected officials. The proposed Team has outstanding communication and work skills. Ms. Calleros and Ms. LeNoue have served as municipal employees prior to joining the firm. AVANT-GARDE has a unique understanding and respect for the "City Hall culture" and have the ability to work in a team environment within a public atmosphere that is demanding and fast-paced. Furthermore, AVANT-GARDE has had the pleasure of serving a variety of communities and multi-cultural environments with great success. To that note, Ms. Calleros, Ms. Ramirez, and Ms. Santoyo are bilingual in English and Spanish. Our years of success is clearly dependent on our interpersonal skills and the ability to respectfully, clearly and concisely communicate both orally and in writing.

AVANT GARDE

Grant
Compliance
Funding Management
Community Outreach



AVANT GARDE

Grant Consulting
Funding Management
Community Outreach

Lissette Calleros

Principal / Program Director

Years of Experience:
15+ years

Education:
B.S. Business Management, California State Polytechnic University Pomona

A.A. General Studies, Mount San Antonio College

Professional Affiliations:
National Women Political Caucus – LA Metro
National Association of Professional Women

Ms. Calleros has 15 years of experience in Program Management and has been with AVANT-GARDE since 2006. As a Program Director, Ms. Calleros will oversee all assigned staff and ensure successful administration of the Program. Ms. Calleros's expertise is in administering federal and state funded projects, program development, compliance management and records management. She provides funding administration to ensure cities develop their projects in accordance with policy and procedural requirements, assists in determining eligible projects for various funding sources, and manages development and capital improvement programs/projects from conception to completion. She has experience in identifying federal and state fund allocation balances, programming funds, and administers long-and-short range programs consistent with the economic capabilities of the City.

RELEVANT EXPERIENCE

Ms. Calleros and her team have extensive experience in grant writing, project monitoring, labor compliance and funding administration services to ensure that the funding secured is spent per the requirements of the funding agency and within the required timelines. She also has experience in strategic budget planning specifically with Capital Improvement Programs.

Ms. Calleros has assisted various agencies in performing a variety of analyses and studies to identify State and Federal funding options; performed time-critical and confidential studies related to fiscal and administrative requirements of grant programs; assisted in the grants solicitation process; planned and coordinated the implementation of awarded grants to ensure that the City was in compliance with applicable laws and regulations, and monitored and audited grant expenses.

Ms. Calleros also has experience in public relations coordination, community outreach efforts, community relations and focus group moderation in both English and Spanish. Ms. Calleros has worked with several municipalities under contract to assist with managing and monitoring the cities' CDBG, HOME and ESG programs. This includes reviewing expenditure reports and commitment reports for programmed activities. She has conducted reviews of CAPER's as well as Consolidated Plans and assisted with the public hearing

process for amendments. She serves as project liaison with HUD regarding HOME program and CDBG activities. She has provided oversight for development of sub-recipient agreements as well as monitoring for Community Housing Development Organizations (CHDO) qualifications. Relevant City Experience includes: Lynwood, Bellflower, Moreno Valley, Montebello, El Monte, Temple City, Bell Gardens, La Mirada, Perris, South Gate, Bell Flower and Pasadena.

AVANT GARDE

Funding Management
Community Outreach

Ana Marie LeNoue

Principal / Program Manager

Years of Experience:
25+ years

Education:
B.S. Business Management, University of Phoenix

Ms. LeNoue has 25 years of experience in municipal services and has been with AVANT-GARDE since 2006. She is the President and C.E.O. of AVANT-GARDE. Ms. LeNoue is capable of overseeing the CDBG public service agency program, identifying and implementing appropriate outreach efforts for the various elements of the Housing Program and assisting with the development of administrative deliverables such as the program evaluation report, required staff and agenda reports, as well as other duties as assigned.

Ms. LeNoue established the company's foundation in municipal services based on her extensive program management experience that includes 17 years as a municipal employee managing various capital projects and programs. She presently directs the company's Community Outreach program, Grants program, and CDBG Sub-Recipient services. Ms. LeNoue is a versatile, dynamic, results-oriented leader with a strong track record of performance in high-paced and uniquely challenging organizations. She utilizes keen analysis, insights and team approach to drive organizational improvements and implementation of sound practices. Ms. LeNoue has superior interpersonal skills, capable of resolving multiple and complex issues and motivating staff to peak performance. She has an excellent understanding of the political culture and extensive administrative, operational, fiscal and program management experience.

RELEVANT EXPERIENCE

Currently a member of the CDBG Management Team responsible for the **City of Montebello** and **City of Bellflower** Public Services portion of the program inclusive of managing the sub-recipients, program marketing and facilitating presentations for various portions of their HUD programs including Housing Rehabilitation Program, updating policies and procedures, and providing coordination between HUD and City staff. Assisted the **City of Montebello** to reach HUD compliance by overcoming numerous findings received in previous program fiscal years.

Currently providing oversight and coordination with the **City of Moreno Valley's** Assessment of Fair Housing, Citizen Participation Plan, and Consolidated Plan which includes all related community outreach and coordination with city staff and community stakeholders.

AVANT GARDE

Grant
Compliance
Funding Management
Community Outreach

Beverly Johnson

Program Manager

Years of Experience
16+ years

Education
M.A. Public Administration
California State University, Dominguez Hills - 1998

B.S. Computer Science
California State University, Dominguez Hills - 1995

Ms. Johnson has over sixteen years of experience working with Federal, State, local and county grant programs designed to meet the needs of low to moderate-income persons. She has worked within the realm of housing and community development services for the City of Inglewood and the City of Pomona in various employment capacities. In these positions she designed, developed, implemented and managed several housing and community development related programs. Other accomplishments include successfully writing, administering and monitoring an array of grant programs. As support to the Director and other city departments, she has served on various committees. Ms. Johnson's experience includes grant administration; environmental review analysis; oversight of personnel; budgeting; strategic planning; plan development; conducting policy and program evaluation; and ensuring compliance with Federal, State and local regulations through program/project monitoring.

The City of Pomona's Neighborhood Services Department is comprised of the following Divisions: Housing, Housing Authority and Community Services with over 100 employees. As second in charge of the Housing Division, her primary roles as Housing Grants Administrator was to provide professional leadership and direction the Housing and Homeless division, support the departmental goals and objectives, and manage, monitor and evaluate program operations.

In her role as Housing Grants Administrator at the City of Pomona, she played a key role in the development and implementation of a new rental assistance program funded with Federal Home Investment Partnership Act (HOME) funds. This included garnering Council support, development of program budget, development of policies and procedures, hiring necessary staff for program administration, and developing relationships with property owners throughout the City for partnering in the homeless prevention and rental assistance effort for a program other than the Housing Choice Voucher (formerly known as Section 8) Rental Assistance Program.

RELEVANT EXPERIENCE

City of Moreno Valley

- Auditing of ESG sub recipients

City of Bellflower and City of Lynwood

- Performs all activities related to IDIS.
- Assists with the preparation of the Annual Action Plan, CAPER, Consolidated Plan and other reports as necessary.

Pacific Code Compliance
Grants Consultant

- Responsible for interpreting Federal, State and local regulations and policies for program implementation.
- Responsible for administering grant funds and interpreting program guidelines.
- Make funding recommendations and prepare reports.
- Monitor projects and activities of internal departments and sub recipient agencies to ensure compliance with Federal regulations.
- Preparation of comprehensive reports (Consolidated Plan, Action Plan, Consolidated Annual Performance and Evaluation Report (CAPER) for submission to the Department of Housing and Urban Development (HUD).
- System reporting for all Federal, State and local grants (i.e. – IDIS, DRGR, E-Snaps, e-LOCCS, SPEARS, HMIS)
- Preparation of staff reports for submission to the City Council.
- Conducting oral presentations to Council, citizens, and businesses.
- Input of information into HUD's Integrated Information Disbursement and Information System (IDIS).

City of Pomona – Development & Neighborhood Services
Housing Grants Administrator

- Provide administrative and professional leadership and direction to Housing and Homeless Division staff. Management responsibility for housing and community development programs, services and activities, including: Community Development Block Grant (CDBG) community-based programs, residential rehabilitation, new construction, housing development, community and business development, lead hazard abatement, homeless services and other grant programs. Oversight of development and implementation of the Consolidated Plan for CDBG, Home Investment Partnership Act (HOME), Neighborhood Stabilization (NSP), Emergency Solutions Grant (ESG), Supportive Housing (SHP), Shelter Plus Care (S+C) and Homeless Prevention and Rapid Re-Housing (HPRP) Programs, as well as Housing Successor Agency Funds.
- Manage, monitor, and evaluate the development and administration of department goals, objectives, policies, priorities, operations, budget, personnel, service delivery methods, administrative systems and improvement recommendations to ensure efficiency and effectiveness.
- Responsible for interpreting Federal, state, county and local regulations for administering and monitoring programs (e.g.

CDBG, HOME, ESG, Section 108 Loan, S+C, SHP, Lead Program, NSP, HPRP, CalHOME).

- Manage, direct and coordinate the work of fifteen Housing Division staff, including supervisory, professional, technical and administrative support personnel.
- Compiling, analyzing and interpreting statistical data for funding recommendations and preparing reports to Council.
- Monitor projects and activities of internal departments and sub recipient agencies to ensure compliance with applicable regulations.
- Preparation of comprehensive reports (Consolidated Plan, Action Plan, CAPER) for submission to HUD.
- Preparation of staff reports for submission to the City Council.
- System reporting for all Federal, State and local grants (i.e. – IDIS, DRGR, E-Snaps, e-LOCCS, SPEARS, HMIS)
- Conducting oral presentations to Council, citizens, and businesses.
- Developing Requests for Proposals, Bids and Qualifications (RFP, RFB, RFQ).

Other relevant experience:

City of Inglewood
Senior Grants Coordinator

Midnight Mission Family Housing Program
Homeless Services Case Manager

AVANT GARDE

Grant Compliance
Funding Management
Community Outreach

Simona Ramirez

Program Manager

Years of Experience:
9+ years

Education:
M.A. Political Science, California State University, Los Angeles, CA 2011

B.A. Political Science, California State University, Los Angeles, CA 2010

A.A. East Los Angeles College, Monterey Park, CA 2008

Ms. Ramirez has nine years of experience in Program Management and has been with AVANT-GARDE since 2014. Ms. Ramirez's expertise is in program development, administration, grant writing, and community outreach. An effective communicator, Ms. Ramirez's multi-faceted skill set allows her to understand the needs of diverse audiences and provide them with practical solutions to problems. Ms. Ramirez has experience working with governmental agencies including local municipal government, Department of Motor Vehicles and the Employment Development Department. Ms. Ramirez has valuable knowledge of both state and federal regulations, making her capable to perform administrative and managerial duties as a program manager.

RELEVANT EXPERIENCE

City of Lynwood

Ms. Ramirez oversees the CalHome First Time Homebuyer Program and the CalHome Owner-Occupied Housing Rehabilitation Program in the City of Lynwood, where she provides program management and administration services. Ms. Ramirez helped develop the marketing material and was responsible for identifying qualified vendors for the Program's non-construction services. Ms. Ramirez is charged with promoting the program by developing community outreach strategies that target eligible residents who can participate in the Program. Furthermore, she supports the Program's Housing Specialist with loan processing and provides quarterly reports to the State Department of Housing and Community Development to track the Program's progress and use of funds. She publishes CDBG notices of funding availability to request proposals and identify potential subrecipients. Upon submission of proposals, she reviews applications and requests further information as necessary to determine eligibility and make preliminary recommendations. She works with subs to ensure quarterly reports and reimbursement requests are submitted in a timely manner and that they have an understanding of program requirements and expectations. Ms. Ramirez ascertains whether activities proposed by subs are eligible for reimbursement per HUD guidelines and provides monitoring services as necessary to complete established CDBG deadlines.

City of Montebello

Currently a member of the CDBG Management Team, Ms. Ramirez supports the Public Services portion of the program inclusive of

managing the sub-recipients for the current fiscal year. Assists in Program marketing and facilitating presentations for various portions of the program including Housing Rehabilitation. Additional services include: Grant Seeking, Grant Writing, and Community Outreach

City of Bellflower

Ms. Ramirez provides administrative services for the City of Bellflower's First Time Homebuyer Program and the HOME Rehabilitation Program. She reviews the manuals to ensure all the necessary pieces are in place and is in charge of updating income and purchase limits in the manual and securing contractors for the Rehab Program through the established protocols in the Program guidelines/procedures. Additionally, Ms. Ramirez works with lenders to determine eligibility for the First Time Homebuyer Program and assists the Housing Specialist by reviewing program documents and applicants' paperwork to ascertain adherence to Program requirements.

AVANT GARDE

Grant Compliance
Funding Management
Community Outreach

Tara Tignino

Program Manager

Years of Experience
12+ years

Ms. Tignino is experienced in Labor Compliance for Federal, State and CDBG funded projects. As a labor compliance specialist, Ms. Tignino monitors contracts to ensure that all clients' actions adhere to either CDBG or the standard State and FHWA Federal wage regulation requirements and when applicable section 3 requirements. Responsibilities include, conducting employee field interviews, auditing weekly payrolls, investigating violation findings and preparing non-compliance notices to contractors. In addition, Ms. Tignino monitors HUD Program requirements and conducts file reviews with Caltrans and the Community Development Commission.

Ms. Tignino is experienced in developing and maintaining detailed project schedules to improve accuracy, and increase project efficiency. Ms. Tignino is experienced in monitoring project budgets and recording expenses; compiling project specific documentation and preparing billings; conducting research and recommending solutions; organizing meetings, events and conferences.

Ms. Tignino will provide prevailing wages and HUD/Section 3 monitoring for construction projects and ensure compliance with all federal, state, and local laws, rules, regulations and policies.

RELEVANT EXPERIENCE

City of Cudahy

Currently managing the City's CDBG projects with emphasis on the administration of the rehabilitation program. Coordinates all project activities with the City. Prepares and submits all necessary reporting to the LACDC system. Oversight of the rehab program includes monitoring applicant eligibility, site inspections, bid administration, and pre-construction meetings with the LACDC, contractors, property owners, and staff.

City of Moreno Valley

Providing project coordination to ensure development and execution of all necessary agreements between all parties including City staff, the City Attorney, and the CDHO developing two affordable housing locations.

Labor Compliance Experience

Los Angeles Metropolitan Transportation Authority (MTA):

- $244M Westside Purple Line Extension Project – Adv. Utility Relocation for Section 3
- $20.25M Westside Subway Extension Project
- $1.9M Pavement Replacement – Division 7
- $18.9M I-405 & SR-134 Soundwall Project
- $4.9M Division 3 Master Plan
- $4.8M Trash & Vegetation Removal Project
- $1.6M Lighting Upgrade Project
- $881k CNG Emergency Generator Project
- $627k Bus Stop Improvement Project

City of Alhambra

- $1.8M CDBG – Almansor Park Improvement Project
- $129k CDBG – Open Space Improvements
- $276k CDBG – Almansor Park Field Lighting Project
- 453k ADA Improvements project
- $100k CDBG – Almansor Gym HVAC
- $100k CDBG – Granada Gym Flooring
- $86k CDBG – Almansor Playground Rubberized Surfacing
- $80k CDBG – Granada Gym Equipment
- $68k CDBG – Almansor Security Light Replacement
- $68k CDBG – Granada Restroom Rehabilitation
- $60k CDBG – Almansor Jogging Trail Reconstruction
- $55k CDBG – Almansor Park Shelter Replacement
- $42.5K CDBG – Almansor Gym Electrical Upgrade
- $13.3k CDBG – ADA Improvements Project
- $5k CDBG – ADA Improvements Project

City of Bell Gardens

- $143k Opticom Emergency Vehicle Preemption Project
- $163k Foster Bridge Project
- $191k Florence Pl. Improvement Project

City of Commerce

- $719k Sidewalk & TS Improvement Project

City of Cudahy

- $206k CDBG – Bedwell Hall Re-Roofing Project
- *$233k HSIP Cycle 6 Project*

City of El Monte

- $1.2M Downtown Public Parking Improvement Project

City of Huntington Park

- $370k SRTS Middleton Elementary Project
- $719k CDBG – Splash Pad
- $3.7M Pacific Blvd Improvements

City of La Mirada

- $2.5M Alondra/Valley View Improvements Project

- $4.9M CDBG – Foster Park Phase II Improvements
- $608k CDBG – Foster Park Phase III Improvements
- $1.9M CDBG – Park Phase IV Improvements
- $635k LA Mirada Blvd Improvements Project
- $353k City HVAC Improvements Project
- $305k Valley View Ave/Adoree St Traffic Signal
- $288k Artesia @ Industry Circle Traffic Signal
- $230k CDBG Funded Neff Park Historical Restoration

City of Lynwood

- $5.5M City Hall Annex
- $3.6M Long Beach Blvd., Phase I
- $3.1M Long Beach Blvd., Phase 2
- $371K Bateman Hall Roof Replacement
- 371k Bus Stop Improvements
- $5.5M City Hall Annex
- $478k Pedestrian Improvement Project
- $410k Street Improvement Project
- $644,496k CDBG Funded Street and water main Improvement
- 1.2M Street Rehab & Water Main Upgrade – Birch
- 1.7M Street Rehab & Water Main Upgrade - Beechwood

City of Montebello

- $1.8M Bus Shelter Improvements
- $726k Montebello Way Traffic Signal
- $130k Alley Improvements Project
- $228k Vail Ave. Improvement Project
- $749k Whittier Blvd Revitalization Phase II Project
- $711k Garfield Ave Reconstruction Project
- $728K Washington Blvd. Improvements
- $860k HSIP at Various Locations
- $430k Beverly Blvd. Improvements
- $573k Safe Routes to School - State
- $285k Safe Routes to School – Federal
- 1.6M Neighborhood City Sidewalks

City of Pico Rivera

- $2.4M Beverly Blvd. Improvements Project
- $87k DBG – Durfee Ave ADA Ramp Improvements
- $38k CDBG Funded – Commercial Façade Phase I
- $108k CDBG Funded – Commercial Façade Phase II
- $44k CDBG Funded – Commercial Façade Phase III

City of Temple City

- $18M Rosemead Blvd Safety & Beautification Project
- $1.1M El Monte Ave Traffic Signal
- $315k Temple City Blvd Traffic Signal
- $176k Temple City Blvd/Las Tunas Traffic Signal

AVANT GARDE
Grant
Compliance
Funding Management
Community Outreach

Megan LeNoue
Program Assistant

Years of Experience:
5+ years

Education:
B.A. in Anthropology, Saint Mary's College of California, Moraga, CA 2013

Ms. LeNoue has five years of experience in administrative and municipal program services and contract administration and has been with AVANT-GARDE since 2013. Her overall experience includes labor compliance monitoring, project management and analysis, funding administration, grant writing, and construction management assistance. Ms. LeNoue has assisted in completing tasks related to both Community Development Block Grant (CDBG) and HOME funded housing rehabilitation programs. Her role on this project will include proper maintenance of the program files and assisting the Program Managers on an as needed support basis.

RELEVANT EXPERIENCE

City of Montebello

Provides assistance in the preparation and administration of the CHDO program. Administratively assisted with relocation payment processing, advertisement of available properties, agreement composition, and application eligibility. Prepares supporting documentation packages and coordinates with Finance department and HUD to process reimbursement drawdown requests through IDIS. Maintains project files and assists in preparation for HUD site monitoring.

City of El Monte

Currently handling the coordination of relocation services between the City and a consultant for three City-owned rental properties. This includes proper execution of agreements, processing relocation payments, and maintaining project files to provide consultant with all necessary documentation.

Cities of Moreno Valley, Lynwood, Montebello, & Bellflower

In accordance with the CHDO qualification criteria set by HUD, she assisted in reviewing the documentation submitted by the CHDO to determine that it satisfactorily met the requirements. This includes coordination with the CHDO to collect pertinent documents and prepare City Council report and resolution for adoption.

AVANT GARDE

Grant Compliance
Funding Management
Community Outreach

Arya Moalemi

Program Assistant

Years of Experience:
2+ years

Education:
M.S. City Planning & Regeneration, University of Glasgow

B.A. International Studies, University of California, Irvine

With his educational background in city planning, Mr. Moalemi has worked with city planning departments and water agencies throughout the Southern California region. His experience includes project management, completing planning documentation, grant research, and plan writing.

Before joining the Avant Garde team, Mr. Moalemi worked with the Santa Ana Watershed Project Authority helping to project manage the agency's watershed-wide water and energy conservation program. In addition to this, Mr. Moalemi worked with the planning department at the Inland Empire Utilities Agency to develop and write planning documents as well as review planning applications for the Community Development Department at the City of Whittier.

As a Program Assistant, Mr. Moalemi's main responsibilities include grant research and writing with an emphasis on opportunities involving water. He has worked in conjunction with the project managers of the company and served as a liaison to provide support on various projects. Mr. Moalemi assists clients by identifying federal and state fund allocation balances, writing grant proposals, assisting in determining eligible projects, and providing advisement of program requirements.

RELEVANT EXPERIENCE

Cities of Montebello and Lynwood

Assists with the management of CDBG sub-recipient files, eligibility qualifications and requirements, financial reporting, preparation for audits, and conducts Environmental Reviews.

City of El Monte

Assists with the CDBG funding compliance, including preparation of the Policies and Procedures for the rehabilitation program, staff reports and council meeting items, and tenant requirements.

City of Bellflower

Updated the City's HOME Policies and Procedures Manual and subrecipient forms. Conduct Environmental Reviews for the CDBG subrecipients.

AVANT GARDE

Grant Compliance
Funding Management
Community Outreach

Laura Santoyo

Program Assistant

Years of Experience:
12+ years

Education:

B.A. Sociology and Spanish, University of California, Santa Barbara

Ms. Santoyo has twelve years of experience in administrative and program services and has been with AVANT-GARDE since 2017. Her overall experience includes project management and coordination and labor compliance monitoring.

Before joining the Avant Garde team, Ms. Santoyo worked with the Oldtimers Foundation in coordinating the Nutrition Program. She was responsible for attending meetings and trainings, supervising quality control of the kitchens and their staff, procuring food and supplies, and inputting entries into the LA Get Care database.

Ms. Santoyo has assisted in completing tasks related to both Community Development Block Grant (CDBG) and HOME funded housing rehabilitation programs. Her role on this project will include proper maintenance of the program files, site inspections, qualifying applicants, and assisting the Program Managers on an as needed support basis.

RELEVANT EXPERIENCE

Cities of Montebello, Cudahy and Lynwood

Assists with the rehab program by reaching out to potential applicants, income qualifying applicants, performing site inspections, preparing work write ups, drafting bid invitations, reviewing bids, and processing loan/grant documents in accordance with program guidelines and procedures.

AVANT GARDE

Grant Compliance
Funding Management
Community Outreach

Civitas Team Members

Erich Chatham

Managing Partner

Years of Experience:
12+ years

Education:
M.A. Public Administration, The College of Charleston, SC

B.A. History Oglethorpe University, Atlanta, GA

Erich is a founding partner of Civitas. He has worked on economic and community development projects with local governments, for-profits & non-profits across South Carolina, North Carolina, Florida, Georgia, South Carolina and Texas. Erich serves as a national technical assistance provider for the US Department of Housing and Urban Development and is a HOME Certified Specialist. In his role as a HUD TA provider, Erich has worked extensively throughout South Carolina and is currently working with the grantees in Pennsylvania, Texas, Florida, Michigan, Colorado, Utah, and Wyoming. He has conducted numerous IDIS and DRGR training workshops including recent trainings for the eCon Planning Suite.

Jimmy Ardis

Managing Partner

Years of Experience:
12+ years

Education:
M.A. Public Administration, The College of Charleston, SC

B.S. Business Administration, University of Maryland University College

A.A. Science in Aviation Technology, Community College of the Air Force, Maxwell, AL

Jimmy is a founding partner of Civitas. As an established public policy researcher, project manager and GIS analyst, Jimmy brings a powerful mix of collaborative and analytical skills. He has extensive experience across the community development field, including: grant writing, public-private partnerships, non-profit capacity building, and program compliance. Jimmy is a national technical assistance provider for the US Department of Housing and Urban Development and is a HOME Certified Specialist. He is an expert in HUD Consolidated Planning and Analyses of Impediments, as well as HUD Environmental Reviews. Jimmy has a particular interest in sustainable, human-scaled urbanism and brings a passion for creating healthy living environments to all of his projects.

Before working as a community development consultant, Jimmy worked as a research associate at The Riley Center for Urban Affairs and Policy Analysis at the College of Charleston. He began his career in the United States Air Force, working in the aviation and emergency management fields. Jimmy studied Business as an undergraduate at UMUC while living in Turkey, and went on to earn a Masters of Public Administration at the College of Charleston in South Carolina. Jimmy will serve as the report and data analysis lead and will be involved in all aspects of the project delivery.

Prior Experience

The professional staff of Avant-Garde well understands the many ways that a single project may affect the multiple layers of government as well as the desired economic growth and development that is of primary concern to business, property owners and residents. We use and leverage this information by looking at every angle of a program and/or project to determine the overall impact and how best to design and implement programs that best produce optimum results.

We have extensive experience in serving both major urban cities and small suburban municipalities with our success achieved through close attention to detail, emphasis on meeting the needs of each client and prompt delivery of products, studies and services. Project assignments have included funding strategies and analysis, construction coordination, compliance management, community outreach programs and special projects. Today, we are well-prepared to provide public agencies with several varied consulting services.

Civitas has more than eight years of experience working with HUD grantees across the country, and the team collectively has over six decades of combined experience. Below are some of the projects Civitas has worked on that are similar to the services requested by the City of El Monte.

Consolidated Plans (ConPlans)

ConPlans require extensive research and analysis of the communities, their demographics, and their unique needs. These plans also require a specific focus on low-income and special needs populations. A Housing Needs Assessment and Housing Market Analysis are required component of each plan. Areas of research include the demographic analysis of the housing market, housing problems, economic issues, public housing homelessness, veteran's issues, and poverty. Civitas has completed plans for:

- St. George, Utah
- Benton Harbor, Michigan
- San Antonio, Texas (in partnership with NALCAB)
- Charleston, South Carolina

- Columbia, South Carolina
- Greenville, NC (in process)
- Waccamaw Council of Governments, Georgetown, South Carolina
- Lower Savannah Council of Governments, Aiken, South Carolina
- Horry County, South Carolina
- Spartanburg, South Carolina
- Lexington County, South Carolina,
- Bristol Township, Pennsylvania

Assessment of Fair Housing (AFH) and Analysis of Impediments (AI) to Fair Housing Choice

The AFH and AI require an analysis of fair housing issues within the jurisdiction, including patterns of integration and segregation, racially or ethnically concentrated areas of poverty (R/ECAP), disparities in access to opportunity, and disproportionate housing needs. Civitas has assisted the following agencies:

- Horry County HOME Consortium, South Carolina (including 2 PHAs)
- Columbia, South Carolina
- Spartanburg, South Carolina
- Waccamaw Council of Governments, Georgetown, South Carolina
- Lower Savannah Council of Governments, Aiken, South Carolina
- Wilmington, North Carolina
- Lexington County, South Carolina
- Bristol Township, Pennsylvania
- St. George, Utah
- Greenville, NC

AVANT GARDE

Grant Compliance Funding Management Community Outreach

Montebello | HUD CDBG & HOME Program Compliance Management

AVANT-GARDE has provided labor compliance, program management, grant research & writing, and fund administration services to the City of Montebello since FY 2005. Additional services include strategic planning and development of the CIP Budget; bid administration and project implementation; administrative staff support including the development of staff reports and Department presentations. AVANT-GARDE has obtained $4.3 million in grant funds for the City of Montebello.

AVANT-GARDE provides Program Monitoring and Funding Compliance Services for HOME and CDBG funded programs administered through the Department of Housing and Urban Development. As such, AVANT-GARDE provides on-going program compliance monitoring services of sub-recipients and implementation of the City's Housing Program. Services have included working with the City to correct and respond to HUD HOME and CDBG Service Program findings, resulting in significantly reducing the number of findings dating back to FY 2012/13. As part of this effort, AVANT-GARDE assisted in developing systems and processes in accordance with HUD requirements to expend and track funds in a timely and compliant manner and maintain program files in preparation for HUD review and audit. The Housing Rehabilitation Program systems have been updated to include standardized loan documents, program standards, and tracking mechanisms to help the City identify each stage of a project. HOME program accomplishments include acquisition of and conditional commitment of funds for properties. Additionally, AVANT-GARDE continues to monitor and implement the CDBG Service Program, working with local sub-recipients to ensure adherence with HUD program requirements, including the development of tracking processes and timely submittal of sub-recipient activities and reimbursements.

Client Contact
City Manager

Project Completion
Ongoing

Type of Funding
HOME / CDBG

Cost
$100,000 / yearly

HUD

AVANT GARDE

Lynwood | HUD Program & Compliance Management

AVANT-GARDE was hired by the City of Lynwood to provide Community Development (Housing) services, which include the administration and implementation of the City's CBDG and HOME program including but not limited to: Housing Rehabilitation Program, implementation of a variety of housing related tasks, project management services as assigned by the Community Development Director, and support for miscellaneous Community Development activities. On-going administration of the HUD program includes: preparation of environmental reviews (up to level of Environmental Assessment) for all activities; management of IDIS system (set-up, revise and fund activities, update accomplishments and beneficiary information); preparation of agreements, including sub-recipient agreements, MOUs and housing agreements; assistance in department budget preparation; assistance in implementation of Property Rehabilitation Programs; responsibility of financial management, approving payment requests while monitoring HOME expenditures; and administering and monitoring contracts of housing projects. Duties include the development and maintenance of the Policies & Procedures Manual as needed as well as maintenance of the project's filing system and documentation checklists.

Client Contact
Jose Ometeotl
Acting City Manager

Project Completion
Ongoing

Type of Funding
HOME / CDBG

Cost
$150,000 / yearly

AVANT GARDE

Grant Compliance Funding Management Community Outreach

Cudahy | CDBG Administration & Housing Rehabilitation Services

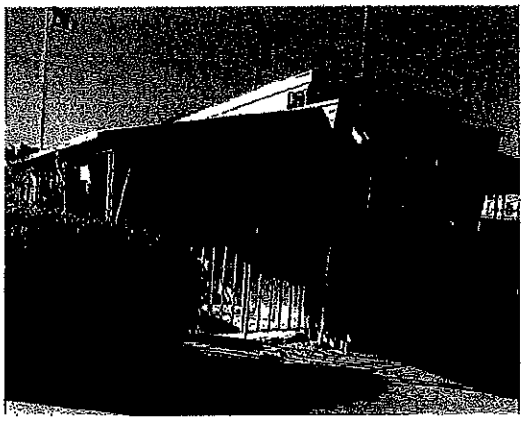
AVANT-GARDE was hired by the City of Cudahy to provide technical assistance for the administration and implementation of the City's CDBG projects. Responsibilities include the preparation of the on-line "Agreements to Implement" annual CDBG programs with LACDC and the preparation of processing of any necessary amendments to the "Agreement to Implement" for ongoing projects. Duties include, coordination with City staff to gather all necessary documentation for LACDC program monitoring and audit preparation, preparation and completion of LACDC and HUD reports and documents, ensuring administration of all applicable federal, state, and local laws, rules, regulations, and policies are adhered to and the overall administration of the housing rehabilitation program, including collecting data and preparing necessary reports for the City, CDC and HUD. In addition, Avant Garde provides CDBG financial management assistance, acts as a City liaison and representative to the LACDC, and administers CDBG funded projects through applicant file review and income qualification, property inspections, and bid administration, including the coordination of pre-construction meetings with the LACDC, contractors, property owners, and staff.

Client Contact
Jenny Hernandez
Acting Human Resources Manager

Project Completion
On-going

Type of Funding
CDBG

Cost
$113,880 / yearly



AVANT GARDE

Grant Compliance
Funding Management
Community Outreach

Bellflower | CDBG & HOME Administration & Housing Rehabilitation Services

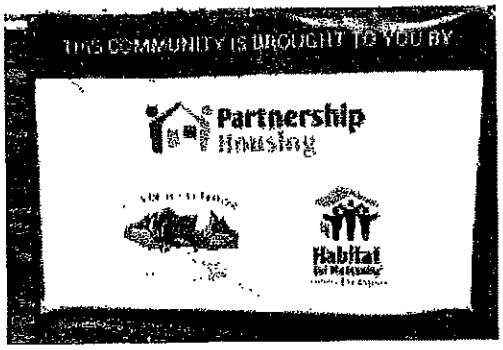
AVANT-GARDE provides oversight of the HOME and CDBG program of the City of Bellflower. Activities include implementation of the Housing Rehabilitation and First Time Homebuyer programs; IDIS management and training of accounting staff; income qualification of program applicants; preparation of CAPER; project management on Affordable Housing development projects, and management of the CBDG Public Services program. AVANT-GARDE has updated HOME, CDBG, and Code Enforcement policies in accordance with HUD requirements, provided technical assistance to update and amend the Action Plan, Consolidated Annual Performance and Evaluation Report, and other reporting documents as required by HUD.

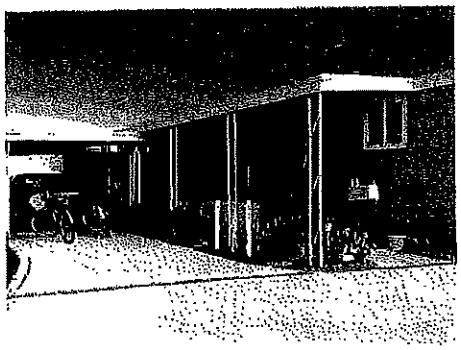
Client Contact
Jim DellaLonga
Director of Economic Development

Project Completion
Ongoing

Type of Funding
HOME / CDBG

Cost
$65,000 / yearly





AVANT GARDE

Grant Compliance Funding Management Community Outreach

El Monte | HOME & CDBG Compliance & Monitoring

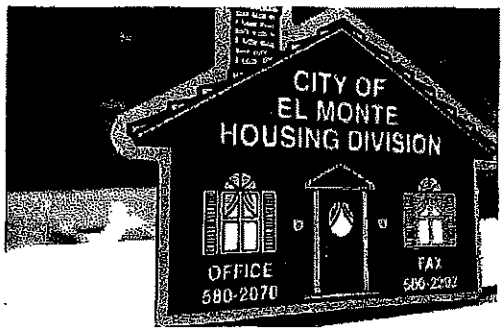
AVANT-GARDE assisted the City of El Monte with monitoring its HOME & CDBG programs by reviewing previously submitted HUD reports and planning reports including the Action Plan and CAPER. A Program Evaluation Report was conducted and analysis of the City's fund availability was performed to provide potential recommendations for program expenditures. Staff assisted the City will preparation of the Housing Rehabilitation Program Guidelines. We also assisted the City with preparing bid packages for the rehabilitation of City owned properties and worked with the City's selected relocation services consultant to coordinate the temporary displacement of tenants at City-owned properties while improvements were constructed. Currently we are working with the City to monitor rental properties.

Client Contact
Carol Averell
Housing Manager

Project Completion
Ongoing

Type of Funding
HOME / CDBG

Cost
$35,000 currently



AVANT GARDE

Funding Management
Community Outreach

South Gate | CDBG & HOME Coordination and Management Services

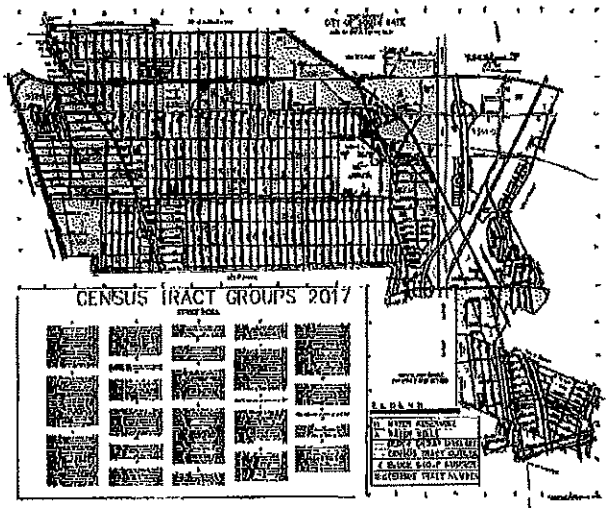
Client Contact
Vivian Garcia
Housing Administrator

Project Completion
Ongoing

Type of Funding
HOME / CDBG

Cost
$65,000 / yearly

Currently, Avant-Garde provides the City of South Gate with housing assistance on an as-needed basis to its Community Development Department. Some of the services Avant-Garde provides include assistance with the administration and implementation of the City's CBDG program including but not limited to: project management services as assigned by the Community Development Director, and support for miscellaneous Community Development activities. Avant-Garde takes a proactive role in the development of the Annual Action Plan and the Consolidated Annual Performance and Evaluation Report (CAPER). We also provide assistance in monitoring CDBG activities performed by the City's Code Enforcement Department to ensure the eligibility of activities carried out by the Division. Services have included working with the City to correct and respond to HUD Office of Inspector General (OIG) audit findings. As part of this effort, AVANT-GARDE assisted in developing systems and processes in accordance with HUD requirements to expend and track funds in a timely and compliant manner and maintain program files in preparation for HUD review and audit. Furthermore, Avant-Garde provides labor compliance services for CDBG funded capital improvement projects to ascertain compliance with established federal regulations and laws.



CITY OF SOUTH GATE

2017-2018 ACTION PLAN

FUNDING SOURCE ALLOCATIONS:

AVANT GARDE

Grant Compliance
Funding Management
Community Outreach

Moreno Valley | HOME Funding Compliance Services

AVANT-GARDE was retained by the City of Moreno Valley to assist with committing HOME funds for two affordable housing projects facing a lapse of funds. Our scope of services included CHDO certification; preparation of NEPA documentation for the project; and project coordination to ensure development and execution of the HOME Commitment Agreement which included coordination with the City Attorney, City staff, and the CHDO; preparation of Council staff reports and coordination with designated City consultants for preparation of the layering analysis and feasibility study. We are currently under contract to provide a variety of services including Project Management services to carry out two rental projects; monitoring the Emergency Solutions Grants (ESG) program and its subrecipients including review of policies & procedures, eligibility requirements, reporting & performance measurements, administrative costs, procurement, and recordkeeping; updating and preparation of the Assessment of Fair Housing, Citizen Participation Plan, and Consolidated Plan which includes all related community outreach and coordination with city staff and community stakeholders.

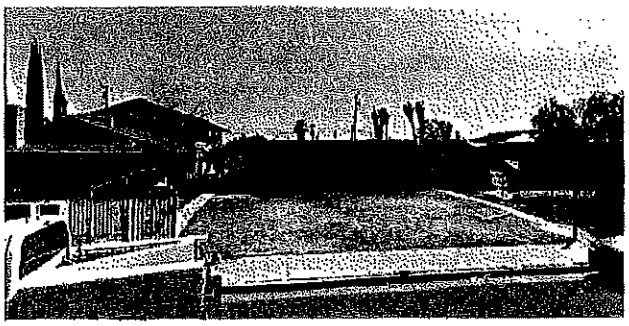
Client Contact
Dena Heald
Financial Operation Division Manager

Project Completion
Ongoing

Type of Funding
HOME

Cost
$55,000

RIVERSIDE HOUSING DEVELOPMENT CORPORATION



AVANT GARDE

Grant Compliance
Funding Management
Community Outreach

Pasadena | Housing Management Services

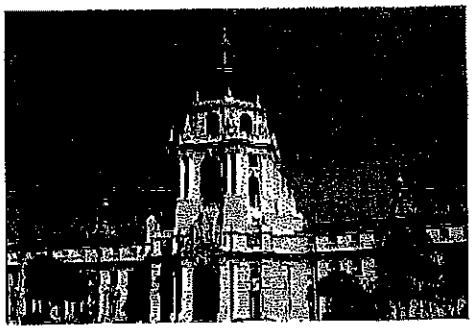
AVANT-GARDE provided Interim Housing Manager Services to the City of Pasadena. As the Interim Housing Manager, AVANT-GARDE was responsible for Community Development Strategic Planning, Housing Production and Management, Housing Division Management, and housing production for the homeless.

We are currently providing fund management services including programs such as CDBG, HOME, and ESG. The scope of work for fund management services includes coordination with City Staff to review HUD funded program documents, funding status, action plans and proposed projects, coordinate and correspond with the HUD Program Manager. Our staff also conducts an analysis of each project to ensure that the projects are properly recorded in adherence with the funding source. In addition, we coordinate with City staff and identify new projects that will need to be recorded, conduct activity Set Up, activity funding, drawdowns, activity completion and reporting in the IDIS system.

Client Contact
Julie Gutierrez
Assistant City Manager

Project Completion
2011

Type of Funding
HOME / CDBG



AVANT GARDE

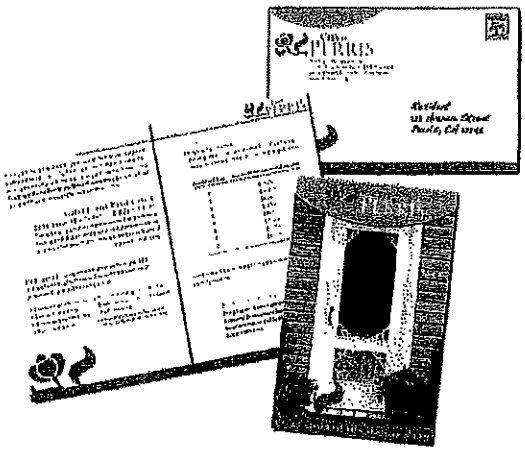
Grant Compliance
Funding Management
Community Outreach

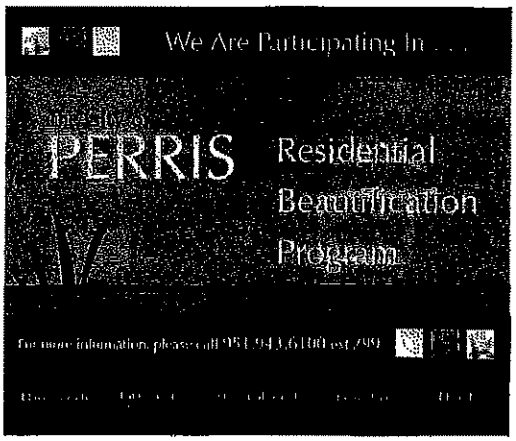
Perris | Housing Rehabilitation Services

AVANT-GARDE was retained by the City of Perris to perform a housing revitalization analysis and establish a program to include development of detailed program guidelines and procedures including criteria for eligibility and process for qualifications. AVANT-GARDE assisted the City in program implementation by assigning staff to carry out specific responsibilities to ensure program success. We monitored activities from beginning to end to ensure successful completion of the Rehabilitation work. Some activities included reviewing applications and documents submitted to ensure that residents qualify under the criteria established in the guidelines. Our staff worked with the residents for approval of the proposed rehabilitation work, develop the work descriptions needed and monitored the bidding process for contractor selection. In addition, our marketing team produced effective promotional materials which assisted with public awareness and kept residents and local interests informed.

Client Contact
Richard Belmudez
City Manager

Project Completion
2007





AVANT GARDE Grant Compliance Funding Management Community Outreach

Listed below are projects where Avant-Garde provided labor compliance services. In many instances our team supported the project by performing project management and funding administration services in addition to labor compliance. Projects highlighted were funded with Community Development Block Grant funds or required Section 3 monitoring.

City of Temple City

- Temple City Blvd; Completed: January 2018; CON Cost: $314,500
- El Monte Ave; Completed: January 2018; CON Cost: $1,078,400
- Rosemead Blvd; Completed: September 2014; CON Cost $18,000,000
- Traffic Signal-Temple City Blvd & Las Tunas; Completed: January 2012; CON Cost: $176,000
- Freer Street Overlay; Completed: December 2010; CON Cost: $599,000
- Traffic Signal – Ellis Lane; Completed: June 2010; CON Cost: $112,000
- Traffic Signal – Rosemead, Longden and Broadway; Completed: January 2011; CON Cost: $236,500

City of Alhambra

- Almansor Park Improvement Project; Completed April 2018; CON Cost: $1,755,944
- Almansor Park Open Space Improvements; Completed April 2018; CON Cost: $129,122
- Emery Park Restroom Rehab; In Progress; CON Cost: $38,857.50
- Lindaraxa Park Pillar Reconstruction; Completed March 2018; CON Cost: $33,600
- Atlantic Blvd at Main St ADA; Completed: January 2018; CON Cost: $53,450
- Missions Road Improvement; In Progress; CON Cost: $3,542,995
- Almansor Security Light Replacement; Completed: December 2016; CON Cost: $67,960
- Almansor Jogging Trail Reconstruction; Completed: December 2016; CON Cost: $60,000
- Almansor Playground Rubberized Resurfacing; Completed: May 2017; CON Cost: $85,600
- Granada Park Parking Lot Resurfacing & Pool Locker Room Floor Resurfacing – Whitney Floor Complex Resurfacing; Completed: May 2015; CON Cost: $50,000
- Almansor Picnic Shelter Replacement; Completed: August 2015; CON Cost: $55,000
- Almansor Gym HVAC & Granada Gym Flooring & Equipment; May 2015; CON Cost: $250,000
- Alhambra Park ADA Pool Lift; Completed: November 2014; CON Cost: $4,598
- ADA Improvements; Completed: April 2014; CON Cost: $13,325
- Almansor Gym Flooring; Completed: April 2016; CON Cost: $30,100

City of Cudahy

- ATP Cycle 1; Completed: October 2017; CON Cost: $1,003,933
- Bedwell Hall Re-roofing Project; Completed: November 2014; CON Cost: $151,980

City of Montebello

- Bus Shelter Improvements; In Progress; CON Cost: $1,749,549
- Pavement Repairs & Skin Patching; Completed: January 2018; CON Cost: $142,673
- 10th Street Improvements; Completed: November 2017; CON Cost: $125,905
- Traffic Signal Upgrades – Various; In Progress; CON Cost: $860,000
- Washington Blvd Ph. II; Completed: October 2017; CON Cost: $812,852
- Alley Improvement; Completed: September 2015; CON Cost: $187,553
- Vail Ave. Improvement; Completed: November 2015; CON Cost: $201,150
- Beverly Blvd. Improvements; Completed: September 2014; CON Cost: $429,381
- Traffic Signal-Montebello Way; Completed: October 2016; CON Cost: $726,640
- Safe Routes to School; Completed: August 2013; CON Cost: $572,703
- Federal Safe Routes to School; Completed: March 2012; CON Cost: $285,000
- Whittier Boulevard Revitalization Phase II; Completed: March 2011; CON Cost: $749,000
- Neighborhood Citywide Sidewalk; Completed: November 2010; CON Cost: $1,600,000
- Safe Routes to School Greenwood and Washington; Completed: May 2010; CON Cost: $ 172,000
- Whittier Boulevard Revitalization Phase 1; Completed: 2009; CON Cost: $8,000,000
- Traffic Signal-Garfield Avenue/Via San Clemente; Completed: August 2009; CON Cost: $138,988

Metro

- Westside Purple Line Extension; In Progress; CON Cost: $244,000,000
- Pavement Replacement at Division 7; In Progress; CON Cost: $1,500,000
- Westside Subway Extension; Completed: January 2017; CON Cost: $20,250,000
- I-405 & SR 134 Soundwall Packages 4&5; Completed: October 2014; CON Cost: $18,973,000
- CNG Emergency Operators; Completed: October 2014; CON Cost: $881,145
- Lighting Upgrade; Completed: June 2013; CON Cost: $1,662,000
- Bus Stop Improvement; Completed: June 2013; CON Cost: $627,000
- Division 3 Master Plan; Completed: July 2012; CON Cost: $4,973,000
- Trash and Vegetation Removal; Completed: March 2013; CON Cost: $4,800,120

City of Lynwood

- Street Rehab & Water Main Upgrade for Birch; In Progress; CON Cost: $1,189,000
- Street Rehab & Water Main Upgrade for Beechwood Ave; In Progress; CON Cost: $1,671,000

- Bateman Hall Roof Replacement Project; Completed: May 2018; CON Cost: $370,800
- Sidewalk Improvement Project; Completed: April 2018; CON Cost: $94,820
- Emergency Reservoir/Booster Valve Replacement; In Progress; CON Cost: $108,745
- City Park T-Ball; In Progress; CON Cost: $392,961
- Long Beach Blvd Ph. 2; In Progress; CON Cost: $3,128,879
- Long Beach Blvd Ph. 1; In Progress; CON Cost: $3,589,849
- Water Well No. 5; Completed: December 2017; CON Cost: $45,000
- Water Well No. 8; In Progress; CON Cost: $11,221
- Water Well No. 11; Completed: September 2017; CON Cost: $54,620
- Water Well No. 19; Completed: June 2017; CON Cost: $54,620
- Bus Stops Improvements; Completed: April 2017; CON Cost: $370,917
- City Hall Annex; Completed: October 2017; CON Cost: $5,472,000
- HSIP Pedestrian Improvements; Completed: October 2017; CON Cost: $412,000
- Street & Water Main Improvement Wisconsin Ave; Completed: October 2017; CON Cost: $644,496
- Street Improvement Redwood Ave; Completed: November 2016; CON Cost: $410,458

City of La Mirada

- Neff Historical Site Restoration; In Progress; CON Cost: $245,454
- Traffic Signal-Artesia Blvd/Industry Circle; Completed: December 2017; CON Cost: $206,511
- Traffic Signal-Valley View Blvd & Adoree St; Completed: January 2017; CON Cost: $362,200
- Foster Park Street Improvements Phases 2-4; Completed: February 2016; CON Cost: $4,700,000; $650,121; $1,952,048
- HVAC City Hall; Completed: February 2014; CON Cost: $377,388
- Alondra/Valley View Improvements; Completed: April 2012; CON Cost: $2,500,000
- La Mirada Boulevard Improvements; Completed: April 2010; CON Cost: $635,000
- Beach Boulevard Improvements; Completed: 2008; CON Cost: $635,000

City of Bell Gardens

- Suva Street Rehab; Completed: September 2017; CON Cost: $242,420
- Opticom Emergency Vehicle Preemption; Completed: July 2015; CON Cost: $247,623
- Safe Routes to School Non-Infrastructure; Completed: February 2015; Cost: $170,000
- Eastern Avenue; Completed: July 2008; CON Cost: $2,000,000
- ARRA Phase II Street Improvements; Completed: December 2009; CON Cost: $415,000
- ARRA Phase I Street Improvements; Completed: February 2010; CON Cost: $714,000
- Federal Safe Routes to School: Completed: August 2012; CON Cost: $321,000

- Foster Bridge: Completed: January 2013; CON Cost: $163,000
- Florence Place; Completed: February 2015; CON Cost: $190,954

City of Pico Rivera

- Durfee Avenue ADA Ramp Improvements; Completed February 2018; CON Cost: $86,750
- Commercial Façade; In Progress; CON Cost: $126,213
- Commercial Façade; May 2018; CON Cost: $48,180
- Citywide Roadway Improvements; Completed: May 2016; CON Cost: $269,213
- Commercial Façade; Completed: June 2014; CON Cost: $108,322
- La Cocina Façade Rehab; Completed: August 2012; CON Cost: $37,511
- Beverly Boulevard; Completed: November 2011; CON Cost: $2,400,000

City of Huntington Park

- Pacific Blvd Lighting & Beautification; In Progress; CON Cost: $871,707
- Splash Pad; Completed: September 2017; CON Cost: $719,440
- Middleton SRTS; Completed: November 2017; CON Cost: $369,740

City of Commerce

- Washington/Yates; In Progress; CON Cost: $719,220

City of El Monte

- Downtown Parking Structure; Completed: December 2017; CON Cost: $1,197,425

City of Baldwin Park

- Ramona Blvd Phase I and II; Completed: 2011; CON Cost: $2,450,000

City of Maywood

- Sidewalk Improvements Phase I; Completed: September 2006; CON Cost: $177,000
- Sidewalk Improvements Phase II; Completed: 2007; CON Cost: $365,000
- Slauson Avenue; Completed: September 2008; CON Cost: $827,000

City of La Puente

- Local Street Resurfacing Project, Temple, Orange & Sunset; Completed: 2002; CON Cost: $284,000
- Local Street Resurfacing Project, Sunset, Nelson and Unruh; Completed: November 2003; CON Cost: $333,000
- Community Center ADA Improvements; Completed: September 2004; CON Cost: $208,000
- Hacienda Reconstruction; Completed: September 2004; CON Cost: $320,000
- City Hall Elevator; Completed: September 2005; CON Cost: $223,000
- Safe Routes to School Sidewalk Improvements; Completed: October 2005; CON Cost: $247,000
- Local Street Resurfacing Project, Puente & Nelson; Completed: 2007; CON Cost: $305,000
- Senior Center; Completed: November 2008; CON Cost: $91,587.00

- Local Street Resurfacing Project, Hacienda & Elliot; Completed: August 2008; CON Cost: $224,000
- Sidewalk Improvements; Completed: September 2008; CON Cost: $334,000
- Local Street Resurfacing Project, Hacienda & Elliot; Completed: April 2009; CON Cost: $300,000
- Main Street; Completed: 2009; CON Cost: $400,000
- Hacienda Blvd. Reconstruction; Completed: 2009; CON Cost: $741,477.16
- Street Overlay; Completed: 2009; CON Cost: $224,620
- Slurry Seal; Completed: March 2009; CON Cost: $274,087.70
- Handicapped Ramps and Sidewalks Phase II; Completed: July 2009; CON Cost: $341,043.00
- Valley Boulevard Improvement Project; Completed: 2010; CON Cost: $317,832
- La Puente Park Sidewalk; Complete: 2009; CON Cost: $123,066.10

Women's and Children Crisis Shelter

- Outreach Center Improvements; Completed: October 2008; CON Cost: $66,000

SECTION 3. GENERAL SCOPE OF WORK

It is our understanding that the City of El Monte is seeking a highly qualified consultant to provide administration and technical services for the implementation of the City's CDBG, HOME and ESG Programs. Pursuant to the Request for Proposals (RFP) Avant-Garde is committed to providing the scope of services outlined in the RFP which includes but is not limited to the following:

1. Program Evaluation Report: provide City staff with a comprehensive evaluation report on the City's compliance with HUD regulations. Report will include the status of all City programs, any lapses in program implementation, and recommendations for ensuring compliance with HUD requirements. This report will be presented to staff within 90 days of Agreement commencement.
2. Technical assistance to update and/or amend and to obtain HUD approval of Consolidated Plan, Action Plan, Citizen Participation Plan, Consolidated Annual Performance and Evaluation Report, and other applicable planning, participation, and reporting documents as required by HUD.
3. Technical assistance in the review of private-public partnerships, site and neighborhood standards, income determinations, and similar program criteria.
4. Technical assistance with updating the El Monte Housing and Grants Policies and Procedures as needed.
5. Determining eligible and ineligible CDBG, HOME and ESG activities such as eligible project cost, eligible administrative and planning cost, and similar program criteria.
6. Provide technical assistance in evaluating affordable housing projects, including maximum subsidy per unit, underwriting requirements, and subsidy layering.
7. Technical assistance on other federal requirements including: affirmative marketing, minority outreach, environmental review, displacement, relocation, acquisition, opportunity, disclosure requirements, debarred, suspended, or ineligible contractors, and drug-free work place.
8. Program Administration Support: CDBG, HOME, and ESG agreements, program Integrated Disbursement Information System (IDIS), program income, inspections, audit, close-out, record-keeping, and performance reports.
9. Prepare all required HUD reports such as the Annual Action Plan and CAPER.
10. Attend necessary City Council and/or Public Hearings and respond to HUD follow-up questions needed to receive necessary HUD approvals.
11. Update and maintain the City's project and activity information provided to HUD's mainframe IDIS system.
12. Train City Staff on IDIS and HUD regulations and requirements as needed.

13. Gather available and necessary documents for HUD audits, and prepare the follow-up correspondence.
14. Technical expertise in responding to any HUD audit findings and/or concerns, take corrective actions, answer questions, and follow up with any other information as requested and/or needed.
15. Provide a high standard of care and support to internal customers (such as City elected officials and staff) and external customers (such as residents, business owners, contractors, developer and staff from municipal, state and federal agencies). Hold a combination of 10 office hours at City Hall and 20 remote hours per week.
16. Day-to-day administration, consultation, and coordination with HUD; advise staff of federal and state program compliance issues; prepare amendments to Consolidated Plan; recommend approval of HUD allowed expenditures; recommend updates for housing rehabilitation program and other programs' brochures, forms, and other reference material.
17. Assist staff with Community Housing Development Organization (CHDO) outreach.
18. Have knowledge of successor housing agency regulations and legislations and annual reporting requirements.
19. Oversee labor standards compliance including preparation of notices, bid documents, review of weekly certified payrolls, employee interviews, verification of contractor licensing and debarred status, review bonding, conduct pre-construction conference, issue notice of award and notice to proceed, oversee payments to contractors, approve change orders, and issue notice of completion.

If needed our staff can also assist with the following:

Housing Rehabilitation Services:

a. Administer and implement the City's CDBG funded Housing Rehabilitation programs which includes:
    i. Collecting data and preparing necessary reports for the City and HUD.
    ii. Ensure all required documentation is present in client files, e.g. historical review and lead based paint notification.
b. Review of income documentation.
c. Meet with applicants, review and approve program participation.
d. Perform initial field inspection of properties for which rehabilitation assistance is requested.
e. Prepare written inspection reports and cost estimates connected with the above inspection.

f. Prepare loan document and/or document for approval of grants or rebates.

g. Conduct bid process procedures, review of bids, selection of contractors, and staff, as appropriate.

h. Arrange pre-construction meetings with contractors, property owners, and staff, as appropriate.

i. Conduct progress inspections and recommend approval of progress payments.

j. Conduct final inspection.

k. Provide progress and/or activity reports and complete projects in a timely manner.

1. Ongoing Administration of HUD programs

a. Prepare Environmental Reviews (up to level of Environmental Assessment) for all activities;

b. Prepare agreements, including sub-recipient agreements, MOUs and housing agreements;

c. Assist in department budget preparation;

d. Financial management responsibilities, including preparing draw requests;

e. Contract administration and monitoring of sub-recipients and housing projects.

f. Coordinate with City staff to gather all necessary documentation for HUD program monitoring and audit preparation.

g. Act as City's liaison and representative to facilitate communication between the City and HUD as well as represent the City at community meetings, City Council, meetings with staff, or workshops as needed or directed.

h. Ensure administration and compliance with all applicable federal, state, and local laws, rules, regulations, and policies including national objectives as required by HUD.

i. Maintain case files including but not limited to application and documentation of eligibility, work write-ups, documents on all necessary licenses and permits, site visit/inspection reports, invoices for payment. Maintain these and other program and financial records in accordance with CDBG record keeping requirements as specified.

2. Maintain Project Filing System and Documentation Checklists.

3. Respond to public inquiries regarding HUD programs.

4. Respond to HUD letters and/or memorandums as needed.

SECTION 4. APPROACH TO REQUESTED SERVICES

Our years of practice in providing the same services as outlined in the RFP in other cities has provided us the ability to customize program documents and forms to ensure the smooth operation of the CDBG, HOME, and ESG Programs.

Avant-Garde has had the privilege of working for municipalities for over twelve years. During this time, our Team has worked closely with City staff in a variety of capacities providing State and Federal funding compliance services on housing projects and programs and public works capital projects including community outreach, assisting in the preparation of grant applications, assisting with the preparation of fiscal budgets, and assisting with HOME and CDBG administration. Our familiarity and experience with the municipal government establishes our solid working knowledge of the community, processes and institutions which make us uniquely qualified to assist the City and serve the community. Our Team has been extremely successful in helping cities effectively and efficiently run programs. We work diligently to identify the strengths and weaknesses in currently established programs.

Value added service

The most immediate value that we will add to the City of El Monte is the exponential extension of Avant-Garde staff. It is our preferred style to become an extension of the City by combining resources and providing the added ability to take on projects from beginning analysis and strategic planning through implementation. We can call upon the skills of the professionals in our organization to fill in where the City may not have available staff or expertise. While the City staff is engaged in day-to-day operations, our staff has the capacity to evaluate and manage development projects on behalf of the City. Additionally, we share our insights and professional expertise, as well as best practices which we have applied successfully, with staff in the manner of in-house training.

CDBG AND HUD ADMINISTRATION

EVALUATION OF THE CURRENT CDBG AND HUD PROGRAM

Avant-Garde will review and evaluate the current program. We will conduct an evaluation of the existing program and ensure that program guidelines are established as required by HUD. Avant-Garde will also evaluate the overall performance of the CDBG and HOME funded programs and activities. We will make recommendations based on our analysis and advise on corrective actions and/or formulate new program/projects to meet community development needs.

COORDINATION WITH HUD

Avant-Garde will serve as the City's liaison with HUD. We will provide HUD with the required input for the consolidated plan. Avant-Garde will collect the necessary documents to submit to HUD for review and comment. The content and form of these documents will be evaluated pursuant to the regulations of HUD and achievement of the City of South Gate's goals and objectives.

We will participate in HUD project and program monitoring reviews and participate in the Single Audit review of HOME and CDBG activities. Agenda reports will be prepared for City Council meetings relating to program activities as needed. As requested by City staff, Avant-Garde will attend Council Meetings and make presentations related to program activities.

FISCAL REPORTING

Avant-Garde will prepare and submit to HUD all required fiscal and programmatic reports. This includes collection of data for submission of quarterly grantee performance reports, Semi-Annual Labor Standards Enforcement reports and Contract and Subcontract Activity Reports as well as preparation and submittal of all other required HUD submissions for the program year. Avant-Garde will also prepare all required Planning Summaries, Environmental Service Request (ESR) forms, etc. for the CDBG program and submit them to HUD by the required deadlines. We will also monitor project implementation, progress, and expenditures. Avant-Garde will review financial summaries to ensure conformity with project accomplishments. In addition, we will

coordinate with the Finance Department and other departments as necessary to ensure that a process is set up for monitoring and tracking of all program expenditures.

PROGRAM MONITORING

Avant-Garde will monitor procurement procedures. We will also monitor and report program income. We will ensure that environmental procedures are followed for CDBG funded programs and or projects. In addition, procurement procedures will be established and monitored for awarded project contracts funded with CDBG funds. This includes coordination with HUD and submission of required documents. Avant-Garde will comply with all HUD established guidelines and procedures.

PUBLIC SERVICES GRANT PROCESSING

Avant-Garde will assist the City in all activities related to Public Service Grant Processing. Activities will include the following:

- Review and evaluate funding applications by Sub-Grantees
- Prepare and administer Public Service grant contracts.
- Ensure that all City required documents are submitted prior to funding (i.e. executed contracts, purchase requisitions, City approved insurance, and expenditure back-up documentation.
- Monitor sub-grantees programmatic and fiscal performance.
- Provide technical assistance to sub-grantees to ensure that they follow established guidelines and procedures.

LABOR COMPLIANCE AND SECTION 3 MONITORING

Avant-Garde will provide the following services for construction projects that require Labor Compliance and Section 3 monitoring:

- Review of the Specifications to ensure compliance.
- Review documents submitted by contractors following the bid opening.
- Prepare and submit documents following award of contract.
- Attend the Pre-bid meeting and Pre-construction meeting.
- Conduct final file review for project closeout.
- Set up and maintain Labor Standards Enforcement Files.
- Review City's and Contractor's procurement procedures according to federal regulation and advise on corrective actions if required.

- Review Contractor's compliance with all State and Federal required postings such as the prevailing wage rates and EEO policies as well as the Contractor's Compliance with Section 3.
- Conduct Employee Field Interviews to confirm worker classification and wage rate of the project workforce conforms to the applicable Davis-Bacon Wage Decision.
- Reconcile Weekly Certified Payroll Reports (CPR) & Supporting Documentation with wage decision and employee field interviews. Perform continuous and timely monitoring reviews of CPRs and related submissions for compliance.
- Identify violations and investigate complaints of underpayment to workers. Submit and file all required forms to appropriate parties. In the event any labor violations are reported and investigations confirm the violations, prepare investigative reports and backup. Violations will be reported and discussed with the City prior to reporting to the Department of Industrial Relations and any other agencies required by Federal or State Laws and Regulations.
- Identify labor deficiencies and prepare letters of findings. Notify the prime contractor in writing of any labor discrepancies or suspected violations and define the corrective actions to be taken. Final resolutions will be documented.

AVANT GARDE

Grant Compliance
Funding Management
Community Outreach

HOUSING REHABILITATION SERVICES

AVANT-GARDE is committed to providing the following technical assistance and administrative services for the City's housing rehabilitation program.

A. Ongoing program coordination with City staff.

- **Intake/Assessment of Eligibility:** Make initial eligibility determination of applicants based on established City program eligibility criteria and HUD income guidelines and the apparent need for rehabilitation measures to correct relevant housing code or Housing Quality Standard (HQS) deficiencies.

Homeowner Rehabilitation Program
QUESTIONNAIRE

HOME OWNER(s) NAME: _____

PROPERTY ADDRESS: _____

HOME TELEPHONE: (___) _____ CELL PHONE: (___) _____

HOW MANY HOUSING UNITS ARE ON YOUR PROPERTY?
1 unit _ 2units _ 3units _ 4units _

DO YOU HAVE A HOME MORTGAGE? No _ Yes _

ARE YOUR PROPERTY TAXES PAID TO DATE? No _ Yes _

DO YOU HAVE HOME INSURANCE? No _ Yes _

DO YOU HAVE ANY LIENS OR EQUITY LINES OF CREDIT AGAINST YOUR PROPERTY?
No _ Yes _ - If yes, check below all those that apply:
1st Lien/Deed of Trust Amount $_____; 2nd Lien/Deed of Trust Amount $_____;

WHAT IS THE CURRENT BALANCE OWED TO MORTAGE? $_____ OR _Paid-off

NUMBER OF PERSONS LIVING IN YOUR HOUSEHOLD? Adults_____ Children _____

TOTAL ANNUAL HOUSEHOLD INCOME: $_____
(Include income of all adults 18 years of age and over)

HOW MANY HOUSEHOLD MEMBERS, 18 YEARS OF AGE & OVER, ARE ATTENDING COLLEGE FULLTIME? _____

CERTIFICATION:
I certify by signing this questionnaire, that the information stated above is true and correct to the best of my knowledge. I realize that giving false information will result in disqualifying me from assistance of the Homeowner Rehabilitation Program. I understand that acceptance of this questionnaire by the City of _____ does not constitute acceptance to the program.

Signature of Homeowner _____ Date: _____

Signature of Homeowner _____ Date: _____

- **Property Inspection:** Perform site visits to ascertain that approved and contracted/applicable rehabilitation work is proceeding properly and satisfactorily, will authorize (with the homeowner's written approval, including signature and date) appropriate change orders, and will mediate in the event of owner dissatisfaction with the work done by the contractor. The initial property inspection takes place following Consultant's determination of applicant and property eligibility to determine rehabilitation needs for the purpose of the funding recommendation, environmental review and whether or not hazardous materials testing will be necessary.

- Subsequent inspections take place during the construction phase to verify compliance with contract specifications in order to validate the release of funds from escrow to the contractor. Consultant and the owner will conduct the final inspection upon completion of all work items. Inspections will schedule during the rehabilitation process.

CITY OF _____
HOUSING REHABILITATION AND PRESERVATION PROGRAM
PROPERTY INSPECTION LOG

	INSPECTOR'S NAME	DATE PERFORMED	ITEMS INSPECTED	NOTES/REMARKS
1				
2				
3				
4				
5				
6				
7				
8				
9				

- **Work Write-Ups:** For each eligible unit to be assisted, Consultant will complete a detailed Work Description and Bid Proposal that details the rehabilitation work to be performed, including estimated costs of each activity, materials to be used, and industry or regulatory standards to be met. This write-up will be signed and dated upon approval by the homeowner.

- **Solicitation and Selection of Contractors:** Assist approved homeowners in the identification, proper solicitation, and selection of contractors qualified to perform the authorized rehabilitation of eligible housing units in accordance with the requirements of the Community Development Block Grant (CDBG) and HOME Investment Partnerships Act programs. Consultant will review work orders/contracts/agreements that homeowners will sign in contracting with contractors, and Consultant will assist homeowners in ensuring the description of the work contained in any contracts/agreements/work orders with contractors is as accurate as possible.

- **Loan Underwriting:** Order Policy of Insurance of Record Title (PIRT) to determine the lien structure and how title is held, as well as property appraisals to determine the estimated post-rehabilitation value on units to be assisted with HOME funds.

Consultant will also prepare Loan Review Committee (LRC) Report and LRC Agenda & Determination Forms as well as schedule and conduct LRC meetings.

- **Loan Document Execution:** Facilitate the execution of loan documents by the owner and City staff at City offices or at the unit to be assisted. In addition, Consultant shall prepare construction contract and escrow account control instructions; arrange for the City to fund the escrow account and submit Deed of Trust and Request for Notice to title company for recordation following the three (3)-business day cancellation period.

- **Approval of Contractor Payments:** As rehabilitation progresses and as invoices are submitted by contractors, Consultant will verify that the expenses are reasonable and the work has been completed properly (including sign-off by the owner), and will submit to City the applicable form(s) executed by consultant and property owner indicating that the work has been completed and it is satisfactory. This will be City's verification of Consultant approval of contractor payment(s). Major tasks will require approval from the City before the Consultant can proceed with work prior to signing a contractor contract.

PAYMENT REQUEST COVER SHEET

CITY OF
Housing Rehabilitation and Preservation Program

Property Owner: _____
Project Address: _____
Construction Contract Amount: $_____

Payment Request No. 1

Invoice Amount: $_____
5% Retention Amount: $_____
Amount Paid: $_____

Balance Remaining: $_____
Change Order: $_____
New Contract Balance: $_____

Payment Request No. 2

Invoice Amount: $_____
5% Retention Amount: $_____
Amount Paid: $_____

Balance Remaining: $_____
Change Order: $_____
New Contract Balance: $_____

Payment Request No. 3

Invoice Amount: $_____
5% Retention Amount: $_____
Amount Paid: $_____

Balance Remaining: $_____
Change Order: $_____
New Contract Balance: $_____

Payment Request No. 4

Invoice Amount: $_____
5% Retention Amount: $_____
Amount Paid: $_____

Balance Remaining: $_____
Change Order: $

- **Coordinate with City Staff on invoices, general administrative issues:** Our staff will work closely with the City's program manager and the City's finance department to ensure that all project costs are tracked, paid and reimbursed by CDC.
- **Provide public information at the direction of the City:** Our Program Managers are well versed in ensuring that the community is aware of the programs available through the City. If the program needs to be promoted to engage participation are team is ready to assist the City. We have developed program brochures, held community meetings etc.
- **Provide the City with monthly status reports:** Monthly reports will be submitted to the City with an activity log. In addition, our monthly invoices will be broken down per property address to ensure that project delivery costs are kept for each project. This will help to ensure that the project delivery costs are tracked for each project and reimbursed by CDC.

City of
Housing Rehabilitation and Preservation Program

ACTIVE LOG

QUALIFICATION PHASE							
No.	Case No.	Name	Phone (323)	Street No.	Street Name	Loan Amount Requested	IEI Date	Status
1								
2								
3								
					Total	0.00		

BID PHASE								
No.	Case No.	Name	Phone (323)	Street No.	Street Name	Loan Amount	Loan Term Requested	Status
1								
2								
3								
					Total	0.00		

CONSTRUCTION PHASE								
No.	Case No.	Name	Phone (323)	Street No.	Street Name	Loan Amount	NTP Issued	Status
1								
2								
3								
					Total	0.00		

COMPLETED PROJECTS								
No.	Case No.	Name	Phone (323)	Street No.	Street Name	Loan Amount	Start/Completion Date	Status
1								

- **Maintenance of Case Files and Other Records:** For each application, Consultant will assist in maintaining case files, including but not limited to application and documentation of eligibility, work write-ups, contractor selection criteria, copy of contract/agreement/work order between owner and contractor(s), documents on all necessary licenses and permits, site visit/inspection reports (including final inspection), change orders as applicable, and contractor invoices for payment

(with owner-signed- off). Consultant will also maintain appropriate information on persons residing in the property, including a list or lists identifying persons in the home immediately before the rehabilitation, after rehabilitation completion, and those moving in during rehabilitation (per 24 CFR 570.606 and 24 CFR 92.353). Consultant will maintain these and other program and financial records in accordance with CDBG and HOME record keeping requirements as specified in the Agreement.

City of

Home Rehab Program

Date of Request: (Select Date)

Anticipated Date of Homeowner Contract Execution: (Select Date)

Request for NEPA & CEQA Clearance

General Project Information		
1.	Applicant's Name(s)	
2.	Property Address	
3	Assessor's Parcel Number (APN)	
4.	Structure Type & Architectural Style	
5.	Year Property Built	
6.	Description of Project Scope	
7.	Estimated Rehab Cost	
Please attach the following documents with your request.		
8.	Property Photos (include Street & back photos of property) Photo Taken On:	
9.	Property Title Report	
10	Property Appraisal Report	

1. *Program Methodology & Management*

The success of projects often depends on the strength of the collaboration between the city staff and the consultant. To this end, we would initiate this program with a thorough review of the proposal and a discussion of how well it meets the stated goals and objectives of the City. Any gaps, omissions or additional requirements are determined and discussed for possible inclusion in the services to be provided. This initial review is followed by a detailed summary of the methodology, product deliverables and a timeline with benchmarks clearly identified. This document would be approved by the authorized City staff and then becomes the guiding document. Any changes to this original document and timeline are quickly reduced to writing and approved by both the client and our firm. The purpose is to ensure that we are always moving toward the common and agreed upon goal and that the progress is consistent with the needs of the City.

In order for the process and the program to proceed according to the needs of the City of El Monte, it is critical that certain exchanges and procedures occur between

staff and consultant. We want to ensure that the staff is fully informed of all tasks undertaken and the results and findings we develop. We want to be available and fully prepared to discuss the program and to collaborate when a change in course may be advisable. Most importantly, we want the City to receive services and product deliverables that are founded on good planning and economic development principles and in a format that is easy to use, apply and update as conditions may change.

In summary, our approach to program management is to agree on the goals and objectives to be achieved at the inception of the project. The process and product deliverables are reduced to writing so that both the City and our firm have a clear understanding of the project parameters and the method by which success is to be achieved. We prepare a timeline that is updated regularly to ensure that the project remains on track and/or that required extensions are known in advance and agreed upon by City staff. We maintain regular and consistent communication with scheduled meetings to update City staff on the status of the various project tasks and to share findings and results. These basic principles have served our firm well and significantly contributed to the success we have experienced with all of our past assignments.

Stakeholders and Community Outreach: Avant-Garde is committed to clear communication, inclusive of internal and external office coordination, coordination with assisting or collaborative consultants, and identified stakeholders. Avant-Garde can assist the City in developing communication messages and organizing and managing events and meetings intended to draw attention to the City's programs funded with CDBG and HOME funds.

2. *Client Satisfaction*

Avant-Garde requires that adequate quality assurance/quality control (QA/QC) be implemented on each project. The Project Manager provides the leadership and guidance to obtain the end results for all services provided by the company. Generally, a project management plan is prepared. The project management plan defines specific project deliverables, implementation criteria, staff and resource loading, work task schedule with project milestones, and project responsibilities. The project

management plan and the QA/QC plan are complimentary, and are mutually incorporative. Daily contact by the Project Manager with each on-going activity provides support and guidance, maintains focus and momentum, and monitors the quality of work. Regularly scheduled project staff meetings for reviewing and general work status, reviewing technical elements of the project, coordinating and interfacing of activities, reviewing costs, and discussing upcoming activities and responsibilities are all standard procedures of our quality assurance to each and every project.

Avant-Garde is committed to excellence and stands behind our reputation to provide only the highest level of products and services in an effort to enhance the quality of life for the communities we serve. Whether working on a specific project or a long-term program, our clients will always receive our blend of expertise to ensure every one of their goals are met.

Civitas Project Approach

Using a mix of qualitative and quantitative methods - ranging from key stakeholder interviews to demographic updates to GIS mapping – we propose to deliver a high quality Consolidated Plan that will provide new insights into economic development and the housing profile of the City of El Monte.

Our Team will coordinate closely with City staff to develop a five-year consolidated plan through a series of meetings and workgroups as described below. We encourage the participation of the City's representatives to the greatest extent possible to ensure that the final products meet the City's vision and priorities for the HOME Investment Partnership Grant program and that staff has the information necessary to assess progress and evaluate impacts on the community. Based on recommendations by the consultant team, City representatives will make final decisions concerning strategies and actions the City will take to address community needs and the performance measures used to gauge progress. Based on our extensive work with HUD, we have developed a standard approach to assisting cities develop Consolidated Plans that set realistic goals, are based on sound data, and are HUD-compliant.

The Plan will be developed using HUD's new IDIS-based e-Con Planning Suite. The Civitas team is aware and knowledgeable of the new system, have attended all relevant HUD training webinars on the subject from the onset, and have successfully completed HUD-approved Con Plans using the e-Con Planning Suite. The new Planning Suite provides steam-lined data collection and a standardized template that provides grantees with greater certainty that their planning process adheres to HUD's guidelines and vision. Consultants will utilize the con plan template to import all relevant data tables, narratives, charts, and maps into IDIS. CPD Maps will be used for spatial analysis and mapping. Below is a description of the major plan components that will be developed and compiled using the e-Con Planning Suite to deliver the City a timely, quality and compliant Consolidated Plan. The components listed below are extracted directly from the IDIS template.

Executive Summary: Consultant team members will meet on-site with City representatives to discuss the project, develop detailed schedules and collect necessary information, including, but not limited to, the City's existing consolidated plan, the City's comprehensive plan, fair housing plan and other relevant information from other local agencies. City representatives will be asked to identify and provide any other relevant data or information to ensure that all community needs and conditions and resources are considered.

Demographic Data Collection: The consultant team will work with City staff to develop a Community Profile, which will provide a general overview of El Monte. The present-day sketch will outline the City's employment situation and major employers, current urban development issues, recreational activities, and any successful development or redevelopment ventures. The demographic and housing section will give a brief overview the current population of the City, including its ethnic and socio-economic makeup, as well as the current state of its housing situation, and land use issues. The policy section will outline any current City, County, or state policies that might have an impact on affordable housing or the operation of housing agencies in the City.

Citizen Participation: Civitas will conduct up to two (2) community meetings as well as conduct in-person and/or phone interviews of key stakeholders as identified by City

staff. Additionally, the consultant team will develop an online survey for citizen and stakeholder feedback. Finally, Erich Chatham will present the draft plan to the City staff.

Housing Needs Assessment: Civitas will develop an updated housing needs profile specifically for the City of El Monte. The consultant team will work with City representatives to identify any additional data and information, including existing housing and/or homeless studies and information on special needs populations, etc., not previously considered. After obtaining this information, the consultants will use it—along with the information gathered at the initial meeting, census data and other HUD resources—to develop a needs assessment for the City's review and approval.

The needs assessment will meet all of the requirements of 24 CFR Part 91 and will include an estimate of the housing needs within the City. The assessment will include the specification of such housing related needs, a discussion of specific housing problems, assessment of the specific needs of racial and ethnic groups, the extent of homelessness in the City, the characteristics and needs of low income people, existing facilities such as outreach and assessment, existence of emergency shelters and services, estimates of the number of people requiring supportive services, and a description of supportive housing needs and a description of the agencies that provide the supportive housing services.

Housing Market Analysis: In cooperation with local stakeholders and representatives, the consultant team will develop a housing market analysis, using information from interviews, surveys, public hearings, census data, consultation with local lenders, realtors, appraisers, and related GIS software. Consultants will incorporate into this analysis an evaluation of the City's housing supply, the demand for housing, the current housing conditions, the cost of housing stock, and the kind of housing available to the disabled. In addition, the consultant team will provide a description of the number of housing units by income level and by type of household that currently receive assistance from local, state or federal programs and an assessment of whether any such units will be lost from the assisted-housing inventory.

Homeless Needs Assessment: Consultants will assist City staff in providing a concise summary of the nature and extent of homelessness within the City, (including rural

homelessness and chronic homelessness where applicable), addressing separately the need for facilities and services for homeless persons and homeless families with children, both sheltered and unsheltered, and homeless subpopulations. The summary will include the characteristics and needs of low-income individuals and children, (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered. In addition, the plan will include a description of the nature and extent of homelessness by racial and ethnic group. As part of the homeless needs assessment, the consultant team will identify area facilities and services in place to provide for the homeless population. This shall include, at a minimum, the local Continuum of Care, all emergency shelters, any homeless outreach program(s) as well as available transitional and permanent housing options.

Non-homeless Special Needs including HOPWA: The consultants will update population data and review changes to existing programs and/or services. This will include and analysis of the number of persons in various subpopulations that are not homeless but may require housing or supportive services, including the elderly, frail elderly, persons with disabilities (mental, physical, developmental, persons with HIV/AIDS and their families), persons with alcohol or other drug addiction, victims of domestic violence, and any other categories the jurisdiction may specify and describe their supportive housing needs.

Lead-based Paint Hazards & Remediation Programs: The consultant team will update any changes to Lead-based paint hazards remediation programs/practices. They will estimate the number of housing units that contain lead-based paint hazards, as defined in section 1004 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, and are occupied by extremely low income, low income, and moderate-income families. Since almost three-fourths of housing built before 1978 contains lead-based paint, it poses a serious risk to occupants, particularly pregnant women and children. The consultant team will furthermore identify and, based on local conditions, provide strategies to remove or abate lead-based paint in the Region's housing stock.

Public and Assisted Housing Services & Facilities: The consultant team will provide an updated list of publicly operated or otherwise subsidized housing facilities, to include LIHTC, Tax Exempt Bond Financing, CDC, CHDO, PHA, Section 8 HCV and otherwise

subsidized housing facilities and programs. In cooperation with the public housing agency or agencies located in the City, the consultants will describe the needs of public housing, including the number of public housing units in the jurisdiction, the physical condition of such units, the restoration and revitalization needs of public housing projects within the jurisdiction, and other factors, including the number of families on public housing and tenant-based waiting lists and results from the Section 504 needs assessment of public housing projects located within the City.

Non-Housing Community Development Initiatives: The consultant team will identify the City's priority non-housing community development needs eligible for assistance. This includes public facilities, public improvements, public services and economic development. This analysis will include a look at the homebuilding industry in the City, its current neighborhood development policies, and its economic development initiatives. This shall include but be limited to the following: public libraries and museums, parks and community centers, health facilities, historic preservation, continuing education/adult education facilities, and any additional youth, adult or senior programs. This review shall also incorporate regional planning & economic development initiatives including but not limited to the following urban development, infrastructure, public safety, public transportation, employment training, and business attraction and retention.

Barriers to Affordable Housing: This will be covered in the review of the current Analysis of Impediments and where needed, sections will be duplicated for the Consolidated Plan.

Strategic Plan: The consultant team will develop a strategic plan that addresses the needs identified in the approved needs assessment and any existing City policies. The strategic plan will be consistent with the minimum HUD requirements as outlined in CFR 24 Part 91 as well as with other guidance issued by HUD. The strategic plan will detail the City's housing, homeless, and non-housing priorities for the next five years. Specific objectives and strategies will be developed that address stated priority needs. City representatives will review and provide comments on the draft of the strategic plan, which the consultants will incorporate into the finalized version. The consultant team will obtain comments and direction on the draft Strategic Plan and discuss actions to implement the approved strategies.

Annual Action Plan: The consultant team will develop an Annual Action Plan that supports the objectives and strategies outlined in the previous assessments and analyses. Specific benchmarks/performance measures will be developed so that the City and HUD will be able to assess and evaluate the City's progress in reaching its goals. The one-year action plan will be consistent with the minimum requirements outlined in 24 CFR Part 91 as well as with other guidance issued by HUD. City representatives will review and provide comments on the draft of the Annual Action Plan, which the consultants will incorporate into the finalized version.

e-Con Planning Suite

The Consolidated Plan will be developed using HUD's IDIS-based e-Con Planning Suite. It would be hard to find a team more knowledgeable of this newly implemented system. Our consultants have been involved with e-Con since its inception. Civitas team members are extremely knowledgeable of the system, attended all relevant HUD trainings on the subject from the onset, and report leads have successfully completed multiple HUD-approved Con Plans for grantees across the nation, including but not limited to: St George, UT; City of Columbia, SC; City of Charleston, SC; Bristol Township, PA; San Antonio, TX; Richmond, CA; **El Monte**, CA; Horry County, SC and the City of Spartanburg, SC among many others, using the e-Con Planning Suite. Civitas is also currently under contract developing other Con Plans using the IDIS-based suite in other states. Furthermore, Civitas consultants have been contracted to provide direct training and technical assistance to local government grantees on IDIS, and developing Con Plans and Action Plans with the e-Con Planning Suite. The e-Con Planning Suite provides steam-lined data collection and a standardized template that provides grantees with greater certainty that their planning process adheres to HUD's guidelines and vision. Consultants will utilize the con plan template to import all relevant data tables, narratives, charts, and maps into IDIS. Civitas will enter the full Consolidated Plan into IDIS and submit to HUD for approval per federal guidelines and in accordance with the submission deadline. The project will not be considered complete until full HUD approval is received, and Civitas will make any revisions and changes requested by HUD.

SECTION 5. CITY PROVIDED SUPPORT

Our goal is to collaborate with staff and to do this we, the consultants, need an agreed upon project approach, timeline and list of product deliverables. This activity and the written results are critical to the process and the expected outcome of the program. **Regular Communication:** The basic elements of this collaboration include regular and consistent communication with the City's staff. We would ask that a regular meeting date and time be established as a means by which to ensure that the program is proceeding according to plan and to advise staff of any recommended changes in direction and/or unexpected delays. **City Staff Review & Comment:** The review and comment by City Staff, with respect to reports and/or other documents, is a critical element to the successful completion of each project and to maintaining the project timeline. **Data Sharing:** We would request that City staff provide relevant reports, demographic data and any other information that would assist us in completing projects on behalf of the City. All data and information that may impact the various projects and/or tasks assigned are requested to understand where gaps may exist and where new data may need to be developed.

SECTION 6. ADMINISTRATIVE REQUIREMENTS

Avant-Garde states that this proposal is valid for ninety (90) days after submission and has been signed by a company officer authorized to bind the firm as evidenced in the Cover Letter.

AVANT GARDE

Grant Compliance
Funding Management
Community Outreach

SECTION 7. COST PROPOSAL

This RFP is currently requesting 30 hours per week. In accordance with this request, we are proposing the not-to-exceed fee amount of $145,080.

Fee Proposal				
Classification	Hourly Rate	Hours Per Week	Per Week Cost	Annual Cost
		Avant Garde		
Program Director (discounted rate)	$ 110	12	$ 1,320.00	$ 68,640.00
Program Manager (IDIS Specialist)	$ 110	2	$ 220.00	$ 11,440.00
Civitas Program Manager	$ 110	2	$ 220.00	$ 11,440.00
Program Manager	$ 95	4	$ 380.00	$ 19,760.00
Program Assistant	$ 65	10	$ 650.00	$ 33,800.00
	Sub-Total	30	$ 2,790.00	$ 145,080.00

*The hours per week have been quoted based on the RFP; hours may be interchanged amongst staff based on assignments
***No additional costs will be billed to the City; such as travel, duplication of materials, binding, mailing etc.

If the City desires our services for plan preparations, the amounts listed below will apply.

Five Year Consolidated Plan	$24,000
Consolidated Annual Performance and Evaluation Report	$5,500
Annual Action Plan	$4,500

The quotes provided are under the assumption that our staff will handle the entire process associated with the preparation of the plans. If some tasks are undertaken by City staff, then the price for the plan preparation can be adjusted accordingly.

It should be noted that our hourly rates are fully loaded. No additional costs will be billed to the City such as travel, duplication of materials, binding, mailing, etc.

AVANT GARDE
Grant Compliance
Funding Management
Community Outreach

SECTION 8. REFERENCES

Below is a list of references that can be contacted. A description of responsibilities and work performed is provided in Section 2 – Prior Experience.

Danilo Batson, Assistant City Manager
City of Montebello, 1600 W. Beverly Blvd., Montebello CA 90640 (323) 887-1367

Jim DellaLonga, Director of Economic Development
City of Bellflower, 16600 Civic Center Dr., Bellflower, CA 90706 (562) 804-1424 ext. 2224

Jose Ometeotl, Acting City Manager
City of Lynwood, 11330 Bullis Road, Lynwood, CA 90262 (310)603-0220

Dena Heid, Financial Operations Division Manager
City of Moreno Valley, 14177 Frederick Street, Moreno Valley, CA 92553 (951)413-3519

Mark Stowell, Director of Public Works
City of La Mirada, 13806 La Mirada Blvd., La Mirada, CA 90638, (562) 902-2373

Julie Gutierrez, Assistant City Manager
City of Pasadena, 100 N. Garfield, Pasadena, CA 91101 (626) 744-4222

Richard Belmudez, City Manager
City of Perris, 101 N. D Street, Perris, CA 92570 (951)943-6100

For Internal Reference Only:
Contract No. _____

Appendix B

Request for Proposals

Cost proposal form for Housing Consultant Services

Proposal is based on a one (1) year Agreement with an option to extend up to an additional two (2) years.

Personnel	Hourly Rate	Estimated Weekly Hours
Program Director (discounted)	$110	12
Program Manager (IDIS specialist)	$110	2
Civitas Program Manager	$110	2
Program Manager	$95	4
Program Assistant	$65	10

Additional Services (Time and Material):

Five Year Consolidated Plan - $24,000
Consolidated Annual Performance & Evaluation Report - $5,500
Annual Action Plan - $4,500

Authorized Signature: _____

Type Name: Ana Marie LeNoue

Title: President

Date: 8/1/2018

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Dealey, Renton & Associates
P.O.Box 12675
Oakland, CA 94604
Lic #0020739

CONTACT NAME: Rosemary Currie
PHONE (A/C, No, Ext): 800.545.3090 FAX (A/C, No): 510.452.2193
E-MAIL ADDRESS: enterprise@dealeyrenton.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Co. LTD	11000
INSURER B : Admiral Insurance Company	24856
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ADVANAVAN
Advanced Avant-Garde, Inc. dba: Advant Garde, Inc.
3670 W. Temple Ave., Suite #278
Pomona, CA 91768

COVERAGES **CERTIFICATE NUMBER:** 1071886428 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	57SBARG1491	7/1/2018	7/1/2019	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	X XCU Included						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY [X] PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y		57SBARG1491	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X No OwnedAuto							$
A	X UMBRELLA LIAB X OCCUR	Y	Y	57SBARG1491	7/1/2018	7/1/2019	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liability Claims Made			EO00003160609	12/17/2017	12/17/2018	$1,000,000 $1,000,000	per claim Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies. Umbrella Policy is follow-form to its underlying Policies: GL/AUTO Liability.
Re: HOME & CDBG Compliance - City of El Monte (City), its officers, employees, agents and volunteers are named as additional insureds as respects general and auto liability as required per written contract or agreement.

CERTIFICATE HOLDER

City of El Monte
11333 Valley Blvd.
El Monte CA 917931

CANCELLATION 30 Day Notice of Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Rosemary Currie

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
PAYCHEX INSURANCE AGENCY INC/PAC 76250881 150 SAWGRASS DRIVE ROCHESTER NY14620	PHONE (A/C, No, Ext): (877) 287-1312	FAX (A/C, No): (888) 443-6112
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : The Hartford Accident and Indemnity Insurance Company	22357
INSURED ADVANCED AVANT GARDE CORPORATION 3760 W TEMPLE AVE STE278 POMONA CA 91768	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION $							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			76 WEG VK9966	07/01/2018	07/01/2019	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under						E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. RE: HOME & CDBG Compliance

CERTIFICATE HOLDER	CANCELLATION
CITY OF EL MONTE 11333 VALLEY BLVD EL MONTE CA 91731	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Susan L. Castaneda

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

EXHIBIT "B"

AUGUST 2020 AMENDED SCOPE OF SERVICES

AVANT
GARDE

August 1, 2020

Betty Donavanik
Director of Community & Economic Development
11333 Valley Blvd.
El Monte, CA 91733

Subject: Request for Contract amendment for HUD program and compliance services

Dear Ms. Donavanik:

It is with great pleasure that I provide you this proposal to provide Program Monitoring and Funding Compliance Services for your HOME, CDBG, and ESG funded programs administered through the Department of Housing and Urban Development.

Avant-Garde has built a strong reputation for providing innovative and successful solutions for a number of public agencies including but not limited to your City, METRO and the Cities of Temple City, Pasadena, Industry, Pico Rivera, Montebello, La Puente, Lynwood, Moreno Valley, Norwalk, Perris, Cudahy, Alhambra, Moreno Valley, Rosemead, San Gabriel, El Monte, Bellflower, South El Monte, Ventura, Manhattan Beach, Monterey Park, La Mirada, and South Gate.

Our years of practice have resulted in a solid foundation of experience and technical expertise and a dedication to integrity, excellence, and quality. We are proud of our strong reputation in meeting aggressive schedules and our ability to multi-task to provide our clients specialized attention and service.

Avant-Garde was incorporated in September 2002 and our corporate office from which services will be provided is located at 3670 W. Temple Avenue, Suite 278, Pomona, CA 91768. Avant-Garde is a 100% woman-owned California Corporation. Furthermore, Avant-Garde is a certified minority business enterprise, women business enterprise, disadvantaged business enterprise and small business enterprise. (MBE, WBE, DBE, SBE).

On December 11, 2018, the City Entered into an agreement with our firm as a result of a Request for Proposals that was issued by the City. The Agreement set forth a term of one (1) year with the option to extend for two (2) consecutive one-year terms. At this time, we are requesting a contract extension to December 2021. It is our understanding that the City continues to require additional assistance. The City has recently undergone staff changes, and our firm is available to assist with staff augmentation services.

3670 W. Temple Avenue, Ste 278, Pomona, CA 91768
tel: 909-979-6586 • fax: 909-979-6580 • www.avant-garde-inc.com

AVANT GARDE

We will continue to provide services as outlined in our existing professional services agreement. We will also continue to assist with the management and implementation of additional CDBG funds allocated to the City as a result of COVID-19 including programming and reporting.

A. Scope of Work

Scope of work to be performed will be in accordance with the scope identified in the original agreement and proposal which includes:

- Evaluation of the City's HUD programs and funding
- Management of the Consolidated Plan and Action Plan
- Preparation of the CAPER
- Coordination with HUD
- Fiscal reporting
- Program Monitoring
- Public Services Grant Processing
- Labor Compliance and Section 3 monitoring
- Management of COVID-19 funds
- Implementation of the Business Grant Program
- Implementation of the Rental Assistance Program
- Management of the Emergency Shelter Grant

We will work alongside current staff and consultants to ensure that the program objectives are met.

B. Schedule

Avant-Garde is committed to working with the City on an as-needed basis. We are committed to providing the City as many hours as necessary as long as the budget permits in order to complete the assignments.

Weekly Projection of Staff Resources	
Program Director	25 hrs/week with 2 days at City Hall
Program Manager	24 hrs/week
Program Assistant	10 hrs/week

3670 W. Temple Avenue, Ste 278, Pomona, CA 91768
tel: 909-979-6586 • fax: 909-979-6580 • www.avant-garde-inc.com

AVANT GARDE

C. Personnel and Compensation

To provide services to the City of El Monte, we have pulled together a highly qualified and experienced team of program managers and fund administrators each with years of experience in providing professional services to Cities throughout Southern California. We have assigned a firm principal, Lissette Montoya to serve as the Program Director for all program and funding compliance related activities. Ms. Montoya will oversee all assigned staff. Staff will be designated based on the needs and expertise required to successfully carry out the projects/programs assigned.

Program Director.....$110

(IDIS Specialist).....$110

Program Manager..... $95

Program Assistant..... .....$65

Our fee will be billed on a time and material basis. We are requesting an additional amount of $372,000 to be added to our existing contract. To accommodate the fiscal year budget process our fee will be as follows:

Timeline	Amount
August 1, 2020 - June 30, 2021 CDBG/HOME Administration	$224,000
August 1, 2020 - June 30, 2021 CDBG-CV / ESG-CV	$40,000
July 1, 2021 – December 2021 CDBG/HOME/ESG Administration	$108,000

*the budget and funding sources may be interchanged based on program needs

AVANT-GARDE is committed to excellence and stands behind our reputation to provide only the highest level of products and services in an effort to enhance the quality of life for the communities we serve. Whether working on a specific project or a long-term program, our clients will always receive our blend of expertise to ensure every one of their goals are met. If you have any questions, or if I can be of further assistance, please feel free to contact me at 909-979-6587 or 323-371-5530.

Sincerely,

Lissette Montoya

Lissette Montoya
Vice President

Acceptance of Proposal:

_____
City of El Monte

3670 W. Temple Avenue, Ste 278, Pomona, CA 91768
tel: 909-979-6586 • fax: 909-979-6580 • www.avant-garde-inc.com

CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF SEPTEMBER 15, 2020

September 8, 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 ALLOCATION OF AN ADDITIONAL $250,000 FROM THE ART IN PUBLIC PLACES FUND TO THE PILOT MURAL PROGRAM AND APPROVAL OF TWENTY-FIVE (25) QUALIFIED ARTISTS FOR ON-CALL SERVICES FOR MURALS IN THE DOWNTOWN AREA

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize an allocation of an additional $250,000 from the Art in Public Places Fund to expand the 2018 Pilot Mural Program to a total of $300,000, to produce murals for certain properties in the Downtown area;

2. Approve twenty-five (25) qualified artists to provide on-call Artistic Services for a term of three (3) years; and

3. Authorize the City Manager, or her designee, to execute a Master Professional Services Agreement with the twenty-five (25) qualified artists, not-to-exceed $300,000.

BACKGROUND

In 2006, the City of El Monte (the "City") established an Art in Public Places Ordinance (the "Ordinance") (Chapter 15.07 of the El Monte Municipal Code). The intent of the Ordinance is to produce a collection of regionally and nationally recognized, permanent outdoor art work throughout El Monte as a public benefit. All commercial and industrial developments which incur project costs totaling more than $500,000 or developments involving the new construction of four (4) or more residential dwelling units are subject to the Ordinance. Applicants of such projects are required to acquire and install art work in a publicly-accessible space or in the vicinity of the project site or pay an in-lieu fee equal to one percent (1%) of the total project cost, with a cap amount of $100,000. While some private art projects have been approved and installed over the years, a

majority of applicants have opted to pay the in-lieu fee. Collected fees are placed in the Art in Public Places Fund (the "Art Fund"), which currently has a cash balance of $1.86 million. Money from the Art Fund is then to be used over time to implement public art projects in El Monte.

In 2018, the City Council authorized $50,000 from the Art Fund to initiate a pilot program to produce one (1) or more small mural(s) (the "Program") for properties in the Downtown area, major commercial corridors and/or parks in El Monte. Staff subsequently issued a Request for Qualifications (RFQ) and received twenty-five (25) responses from qualified and renowned artists in California, Arizona and Nevada. Upon further review of the pilot mural programs, staff determined to focus the entirety of the Program in the Downtown area, rather than across various locations in the City, to achieve the greatest impact.

PUBLIC ART PROCESS IN EL MONTE

The Ordinance includes specific guidelines for art work, the role of the Art in Public Places Committee (the "Art Committee") and the overall approval process for projects on public and private land. The Art Committee is composed of two (2) Planning Commissioners and three (3) El Monte residents. The Art Committee has met several times between 2016 and 2018 to review private art projects including a decorative fountain for the Santa Fe Trail commercial center at the northeast corner of Valley Boulevard and Santa Anita Avenue and a mural for the Garvey Square mixed-use project at the northeast corner of Garvey Avenue and Peck Road. The Art Committee has been inactive for the past two (2) years, but is currently soliciting applications for participation. New members will have to be nominated by the Mayor and approved by the City Council pursuant to Cal. Gov. Code §40605.

Projects identified for the Program would be required to comply with the City's existing standards and process for public art projects, as outlined below:

- Shall be displayed in an area that is open and freely accessible to the public for at least ten (10) hours each day or otherwise provides public accessibility;
- Shall be made of permanent materials;
- Shall be related in terms of scale, materials, form and content to immediate and adjacent buildings and landscaping;
- Shall be designed and constructed by persons experienced in the production of such art work and recognized by critics and by his or her peers as one who produces works of art;
- Shall be permanently affixed to the property;
- Shall be maintained by the property owner (or City if public) in good repair and in a safe, neat, clean and orderly manner;
- Shall reinforce El Monte's identity, weaving together one or more of the following to create a memorable urban landscape that respects the past and builds for the future (through its culture, people, neighborhoods, events and activities and physical landscapes); and

- Include a broad range of works of art, reflective of the overall diversity of current works in the field of visual arts.

Most public art projects are presented to the Art Committee as a recommending body, and are then presented to the City Council for final consideration. The Art Committee would examine the proposed project for compliance with the City's Art Ordinance to ensure that all guidelines are met.

PILOT PROGRAM FOR MURALS

Staff issued a Request for Qualifications ("RFQ") to solicit qualified artists to participate in the Program. Staff developed the RFQ with renowned artist, muralist, and designer Ignacio Gomez who then circulated the RFQ to qualified artists from Southern California and across the Western United States. Additionally, the RFQ was published on the City's website and on the California Arts Council website. As outlined in the Ordinance, the artists will need to have experience in the production of murals and recognized by critics and peers.

The RFQ included maps of El Monte and photographs highlighting the Downtown area; and examples of building façades where murals could be located. Respondents were asked to submit an application form; provide examples and summaries of murals they created; demonstrate knowledge of El Monte and the San Gabriel Valley; provide conceptual ideas for murals in El Monte; describe methods to protect completed murals from weather and graffiti; and provide letters of recommendation.

Staff reviewed the RFQs and found all respondents qualified for the Program. Due to the subjective nature of art, staff recommends all twenty-five (25) artists be placed on the on-call list (see Attachment 1 – Artist On-Call List). The names of the twenty-five (25) artists are as follows:

1. Paul Daniels
2. Ignacio Gomez
3. Laishan Ito
4. Wenceslao Quiroz
5. Remco Van Latum
6. Raul Gonzalez
7. Wayne Healy
8. Guillermo Millan
9. David Early
10. Jeanine Hattas Wilson
11. Jorge Parrales
12. Jose Antonio Aguirre
13. Man One
14. Manuel Enriquez
15. Pascaline Doucin-Dahlke
16. Carlos Callejo
17. John Cuevas
18. Stephen Zeigler
19. Ghazal Ghazi
20. Dawn Whitney-Hall
21. Katie McGuire
22. Miranda Precious Alonzo
23. Esaú Andrade
24. Isabella Reyes
25. Gus Moran

Artist portfolios were found to include exceptional art pieces and are attached for reference (see Attachment 2 – Examples from the Artist's Portfolios). Inclusion in the Program does not guarantee that an artist will be hired for a project. The Art Committee may also be requested to provide a recommendation on elements of the mural program. Individual mural projects would then be presented to the Art Committee with a recommendation to the City Council.

FISCAL IMPACT

There will be no fiscal impact on the City's General Fund. The proposed funding for the Program will come from the City's Art in Public Places fund. The City Council previously approved an initial $50,000 for the Program for one (1) mural. Staff requests that the City Council authorize an additional $250,000 from the Art in Public Places fund to expand the 2018 Pilot Mural Program for a total of $300,000 to produce murals for certain properties in the Downtown area. The additional $250,000 from the Art in Public Places fund would be used to cover the costs for up to three (3) more mural projects. These funds are restricted funds and can only be used for the cost of art work and its installation, other elements necessary for the presentation of art work (e.g. lighting, framing, landscaping, and signing) and the maintenance and repair of the artwork.

CONCLUSION

It is recommended that the City Council authorize an additional $250,000 from the Art in Public Places fund to expand the 2018 Pilot Mural Program for a total of $300,000 to produce murals for certain properties in the Downtown area; approve the selection of twenty-five (25) qualified artists to provide on-call Artistic Services for a three (3) year term; and authorize the City Manager or her designee, to execute a Master Professional Services Agreement with the twenty-five (25) qualified artists in a not-to-exceed a total of $300,000.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONAVANIK
Community and Economic Development Director

Attachments:

1. On-Call Artist List
2. Examples from the Artists' Portfolios

DATE: SEPTEMBER 15, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

ATTACHMENT 1

ON-CALL ARTIST LIST

ATTACHMENT 1

On-Call Artist Proposals Received & Approved

Artist Mural Program Proposal

1. Paul Daniels
2. Ignacio Gomez
3. Laishan Ito
4. Wenceslao Quiroz
5. Remco Van Latum
6. Raul Gonzalez
7. Wayne Healy
8. Guillermo Millan
9. David Early
10. Jeanine Hattas Wilson
11. Jorge Parrales
12. Jose Antonio Aguirre
13. Man One
14. Manuel Enriquez
15. Pascaline Doucin-Dahlke
16. Carlos Callejo
17. John Cuevas
18. Stephen Zeigler
19. Ghazal Ghazi
20. Dawn Whitney-Hall
21. Katie McGuire
22. Miranda Precious Alonzo
23. Esaú Andrade
24. Isabella Reyes
25. Gus Moran

ATTACHMENT 2

EXAMPLES FROM THE ARTISTS' PORTFOLIOS

1. Paul Daniels

2. IGNACIO GOMEZ

LAISHAN ITO
GRAPHIC • DESIGN • SOLUTION 1316 HEPNER AVENUE LOS ANGELES, CALIFORNIA 90041 CELL 818.919.5939 EMAIL laishanmui@yahoo.com

Portfolio Samples
Project: Azusa Art Box Program Utility Box 3 of 3
Title: Red Car Trolley and the Historic Citrus Root of City of Azusa

3. LAISHAN ITO

FINISHED ARTWORK

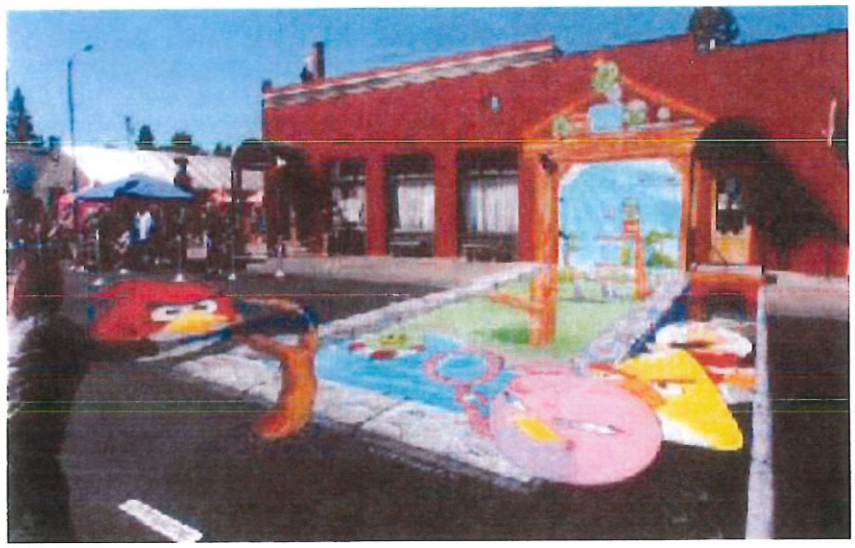
FRONT

FRONT & LEFT SIDE

Image: 03

4. WENCESLAO QUIROZ

5. REMCO VAN LATUM



Project: Live 3D street painting.

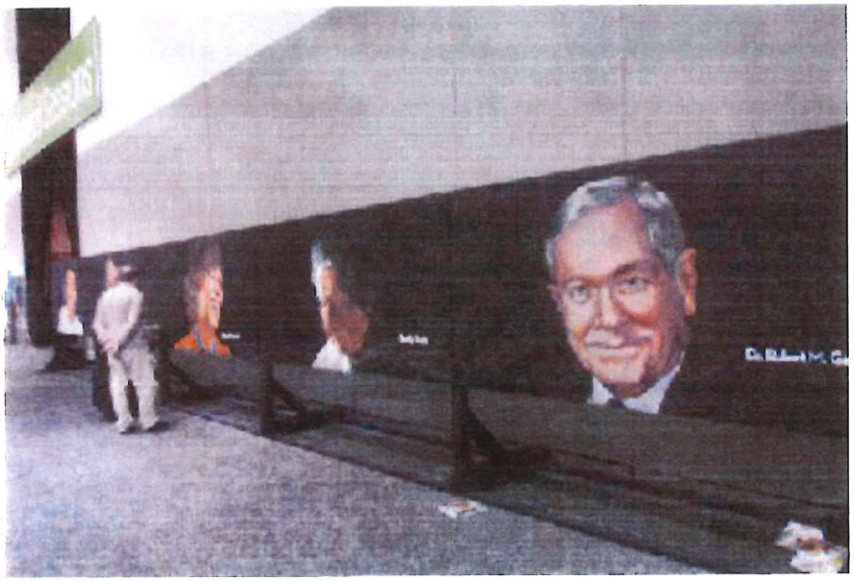
'Angry Birds'
3D Street Painting
ground/wall integration
Temporary installation
30 x 60 feet

Angry Birds for Rovio
Art Along the Rogue 2012
Grants Pass, Oregon

Project: Trick Eye Experience. 1 of 3 live 3D street paintings.

'Macarone Mania'
Live 3D Street Painting
ground/wall integration
12 month installation
8 x 8, 8x8, 4x12 feet

Trick Eye Experience 2017
Monte Carlo Casino
Las Vegas, NV



Project: Live Pastel Portrait Painting.

'Prominant Angelino's'
Live Painting of 14 Prominent Angelino's
Temporary installation
4 x 10 feet each

ULI Convention
Los Angeles Convention Center
Los Angeles, CA

6. RAUL GONZALEZ

Mural: "Zapata Vive! La Lucha Sigue!" Lincoln Heights, East Los 2009

Mural: "The Resurrection", Dorsey High School, Noni Olabisi and Raul Gonzalez 2007

EAST LOS STREETSCAPERS
EastLosStreetscapers.com

POB 31460
Los Angeles CA 90031
Tel 626 571 6761 Fax 626 5716762
stscaper@sbcglobal.net

7. WAYNE HEALY

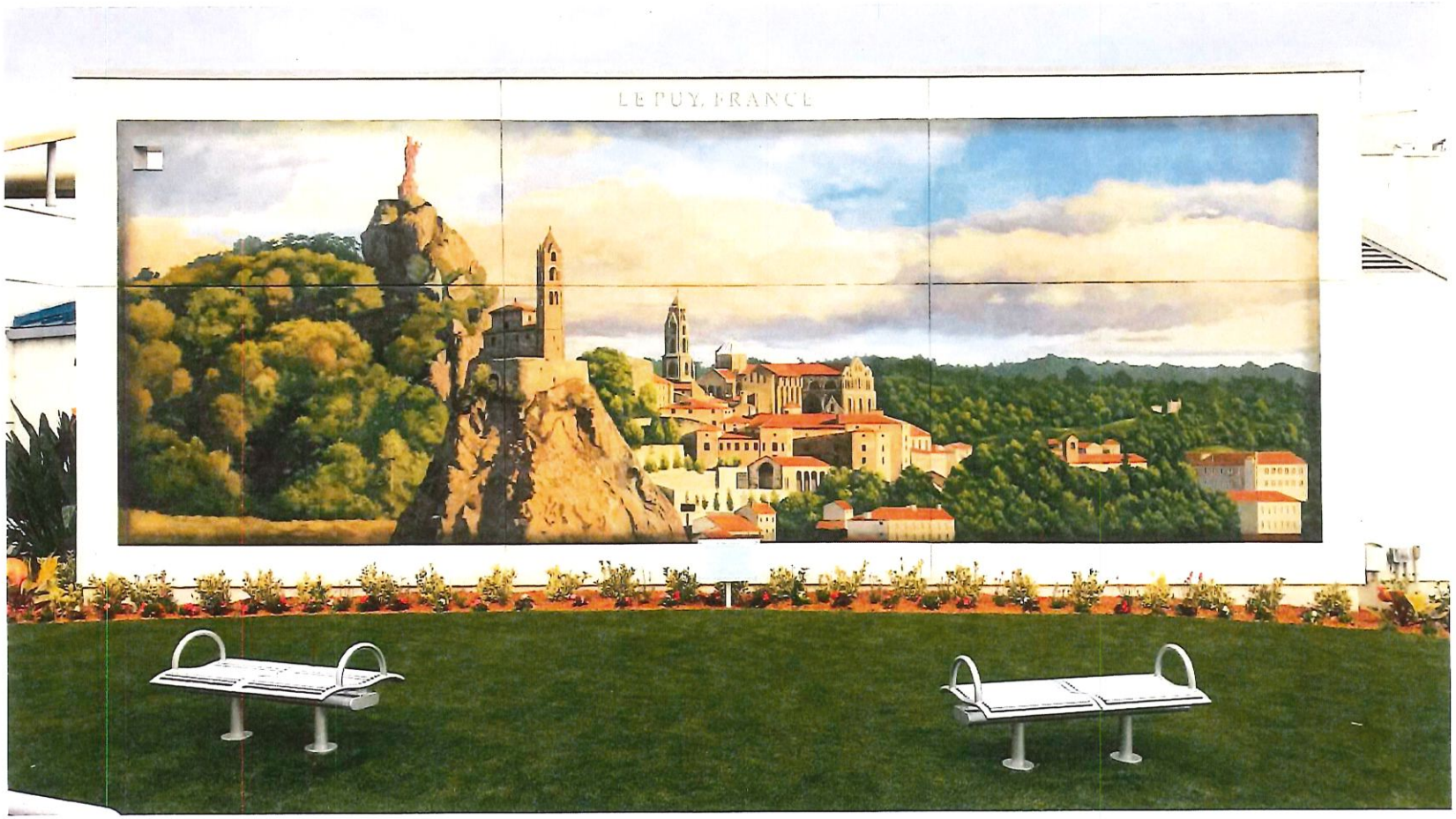
6. Our Pico Neighborhood

8. GUILLERMO MILLAN

"last year"
5' x 4'
oil on canvas

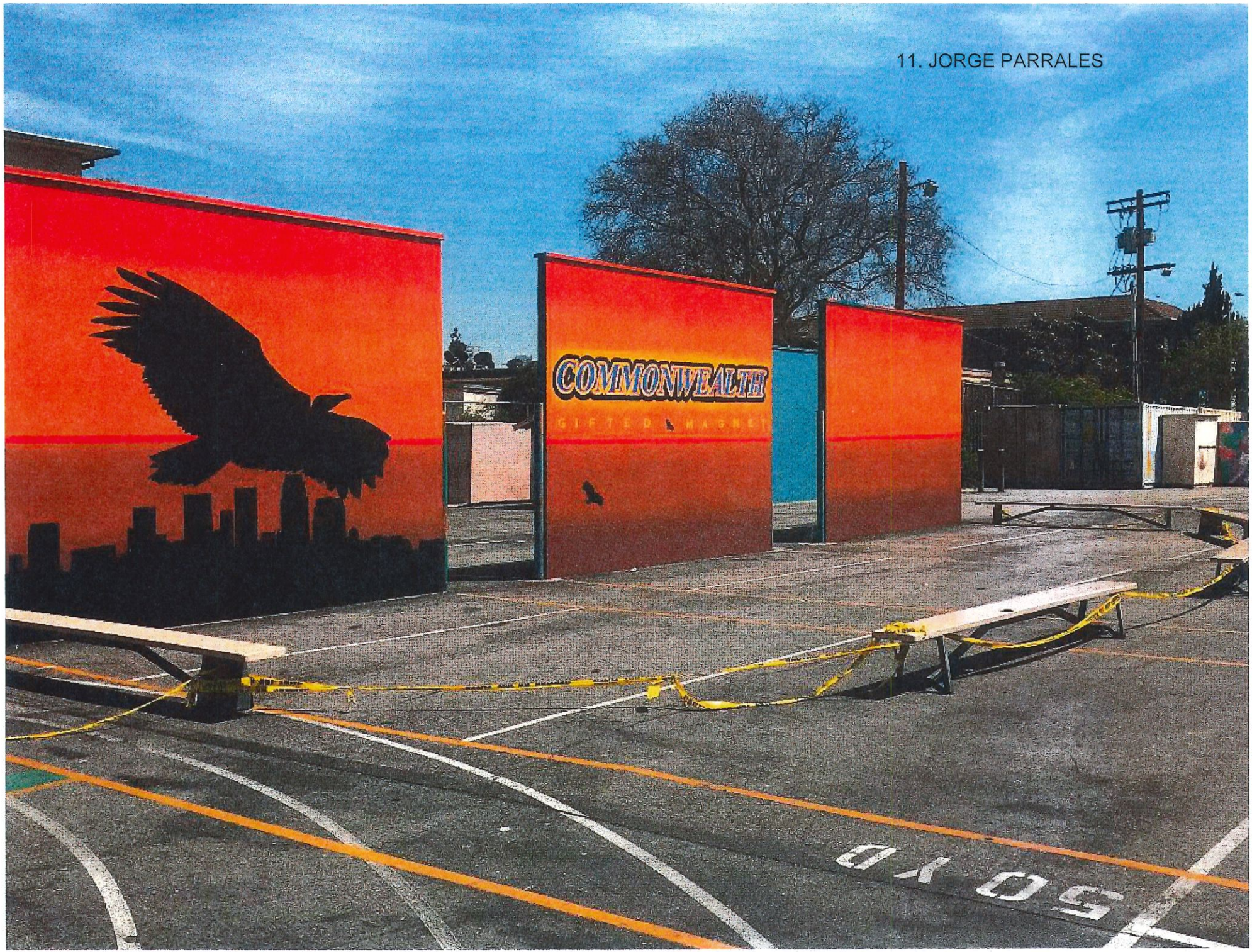
9. DAVID EARLY

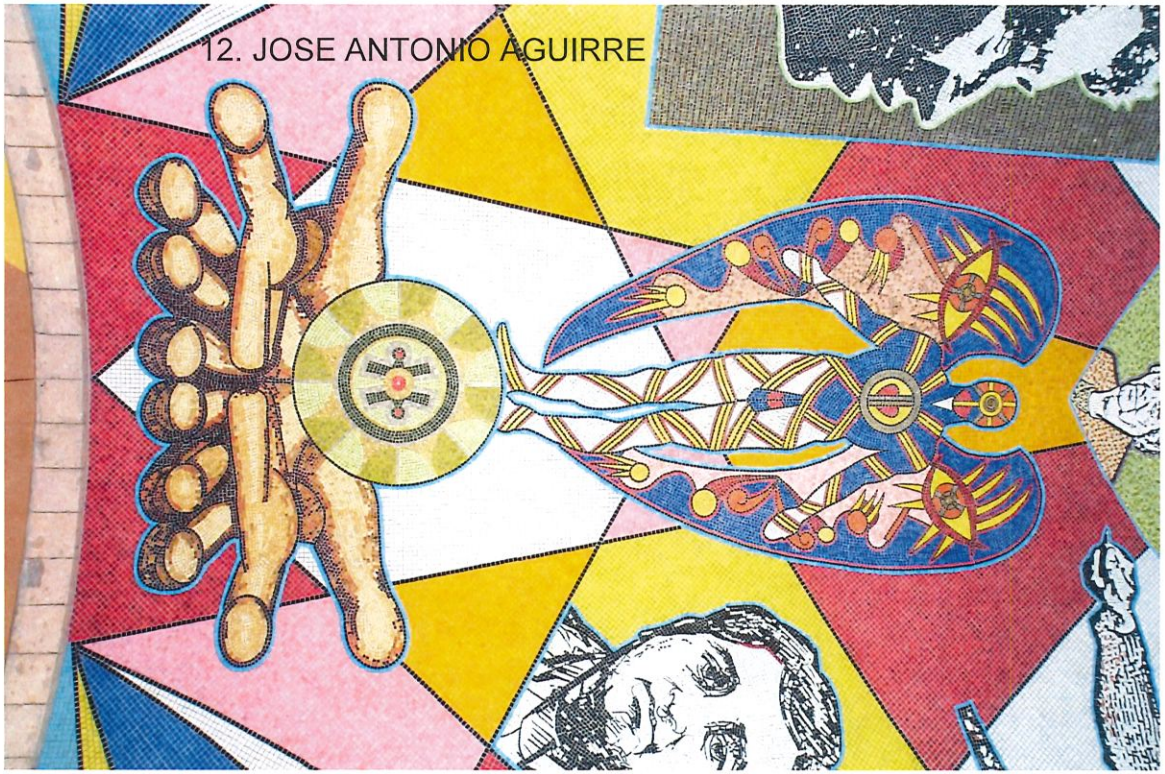
10. JEANINE HATTAS WILSON



HATTAS
PUBLIC MURALS

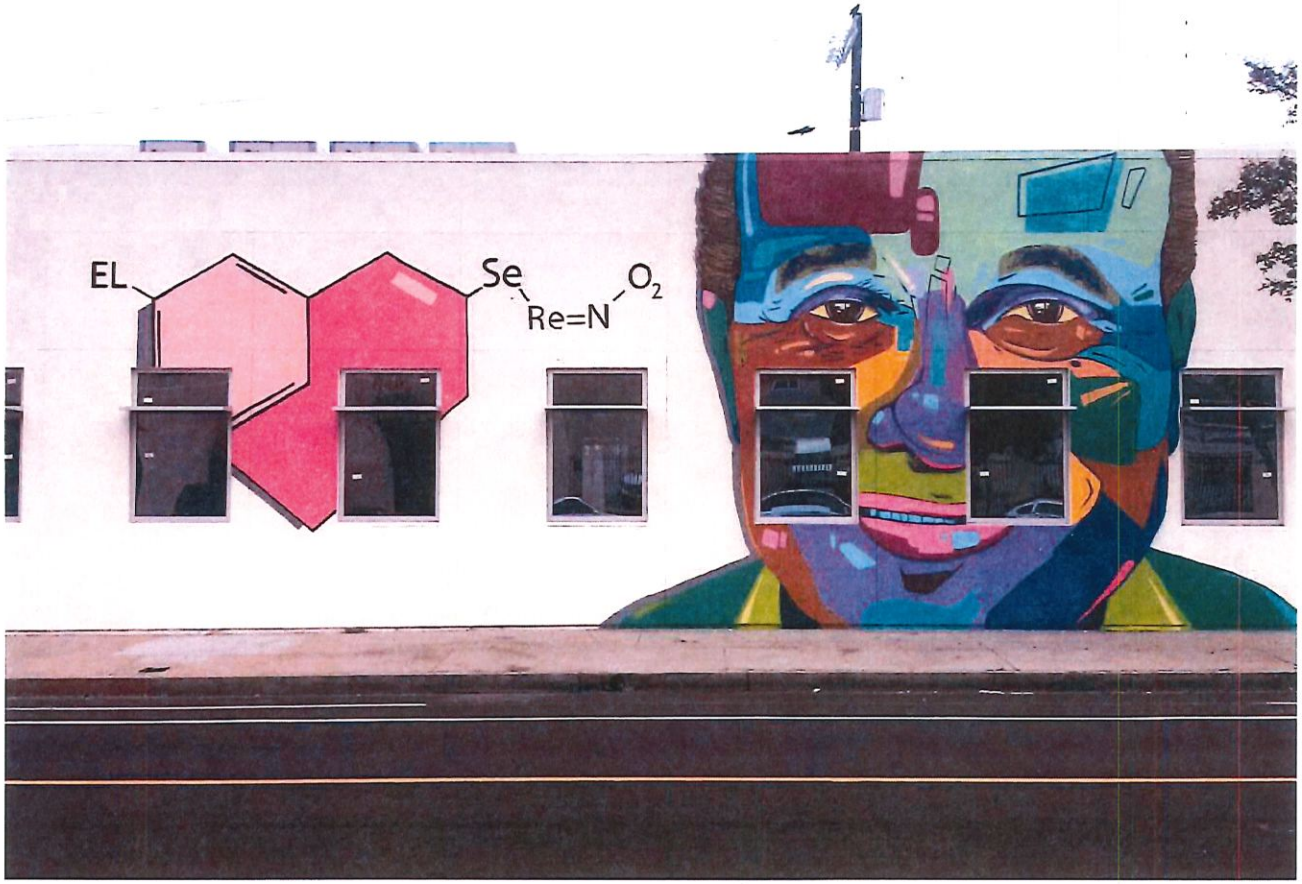
11. JORGE PARRALES

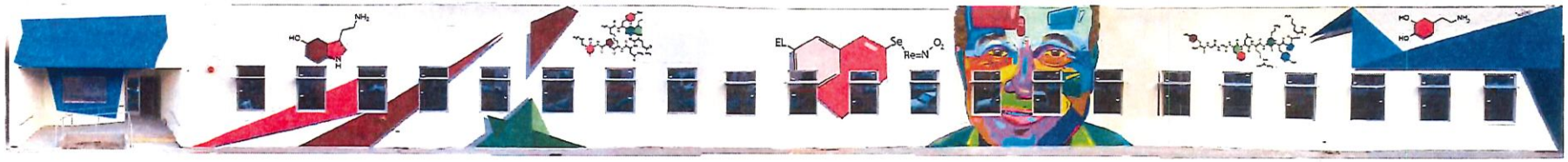



12. JOSE ANTONIO AGUIRRE

13. MAN ONE

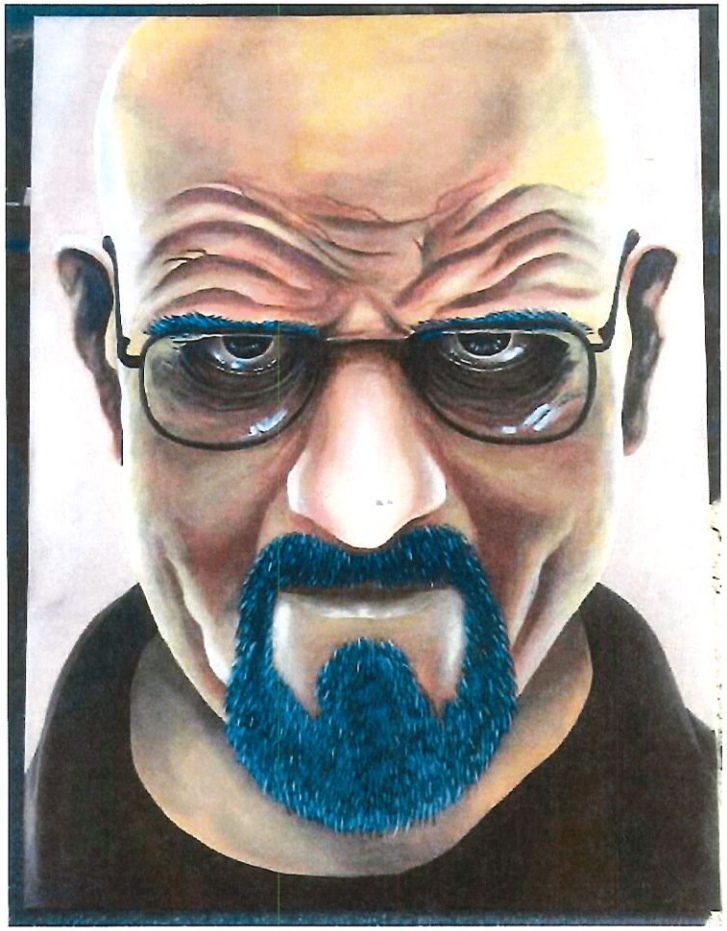
1.





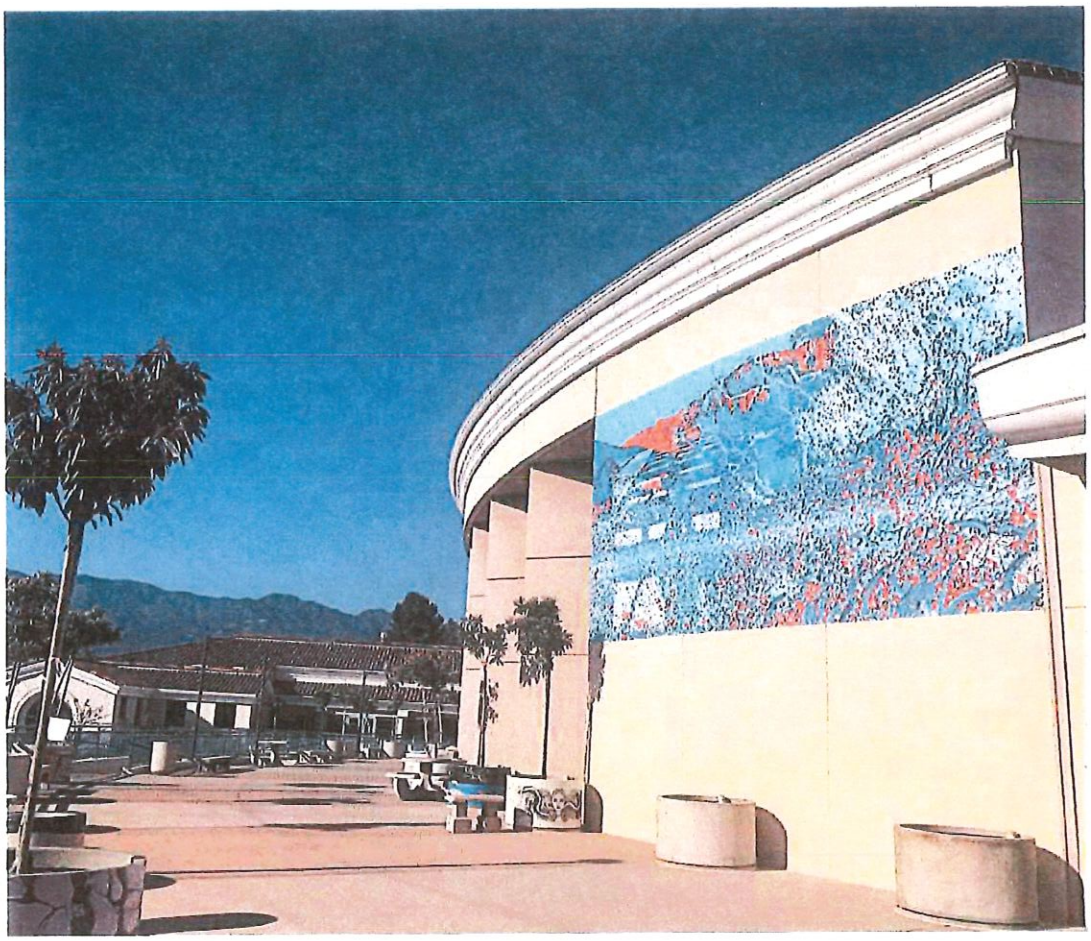
14. MANUEL ENRIQUEZ

Title - EAGLE EYE
16 X 20 inch
Charcoal & Pastel on Paper.
2/2012
El MONTE CA.

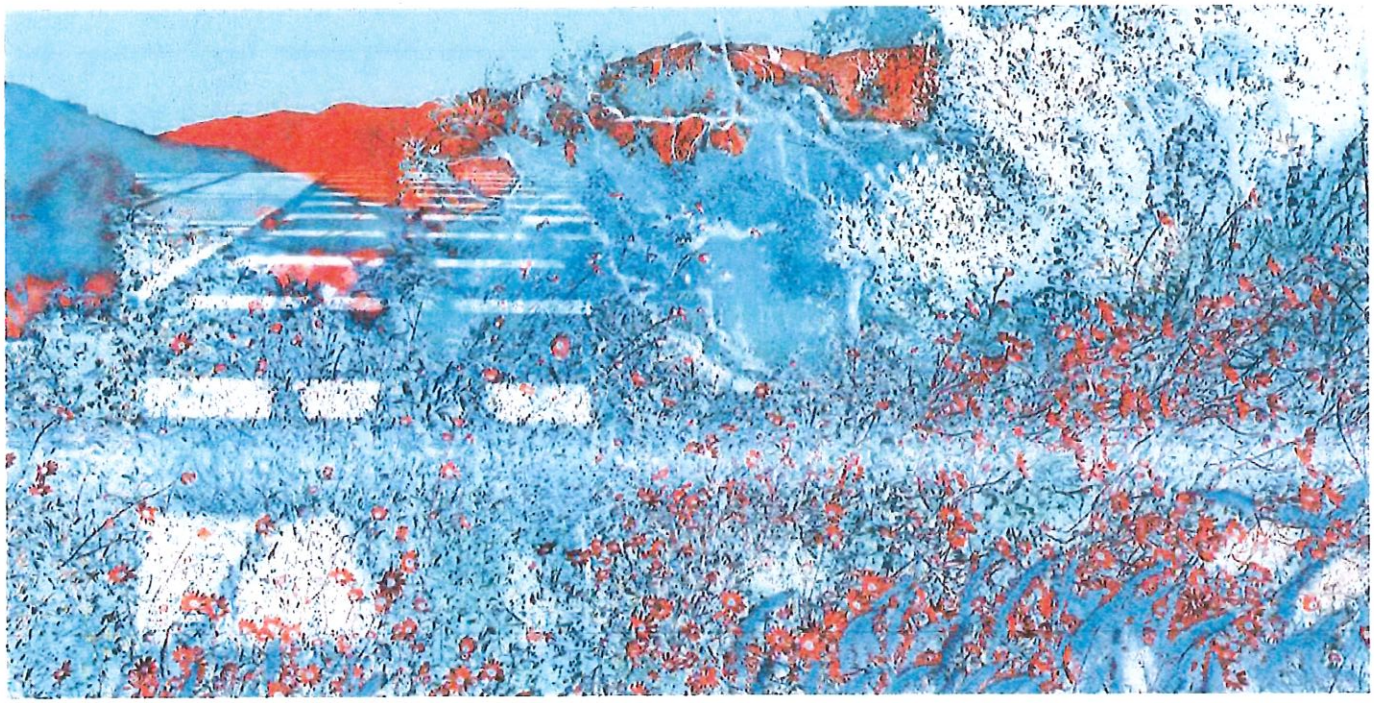


Title - "HIESENBERG"
30X40 INCH
Acrylic on CANVAS
7/2016
El MONTE CA.

15. PASCALINE DOUCIN-DAHLKE

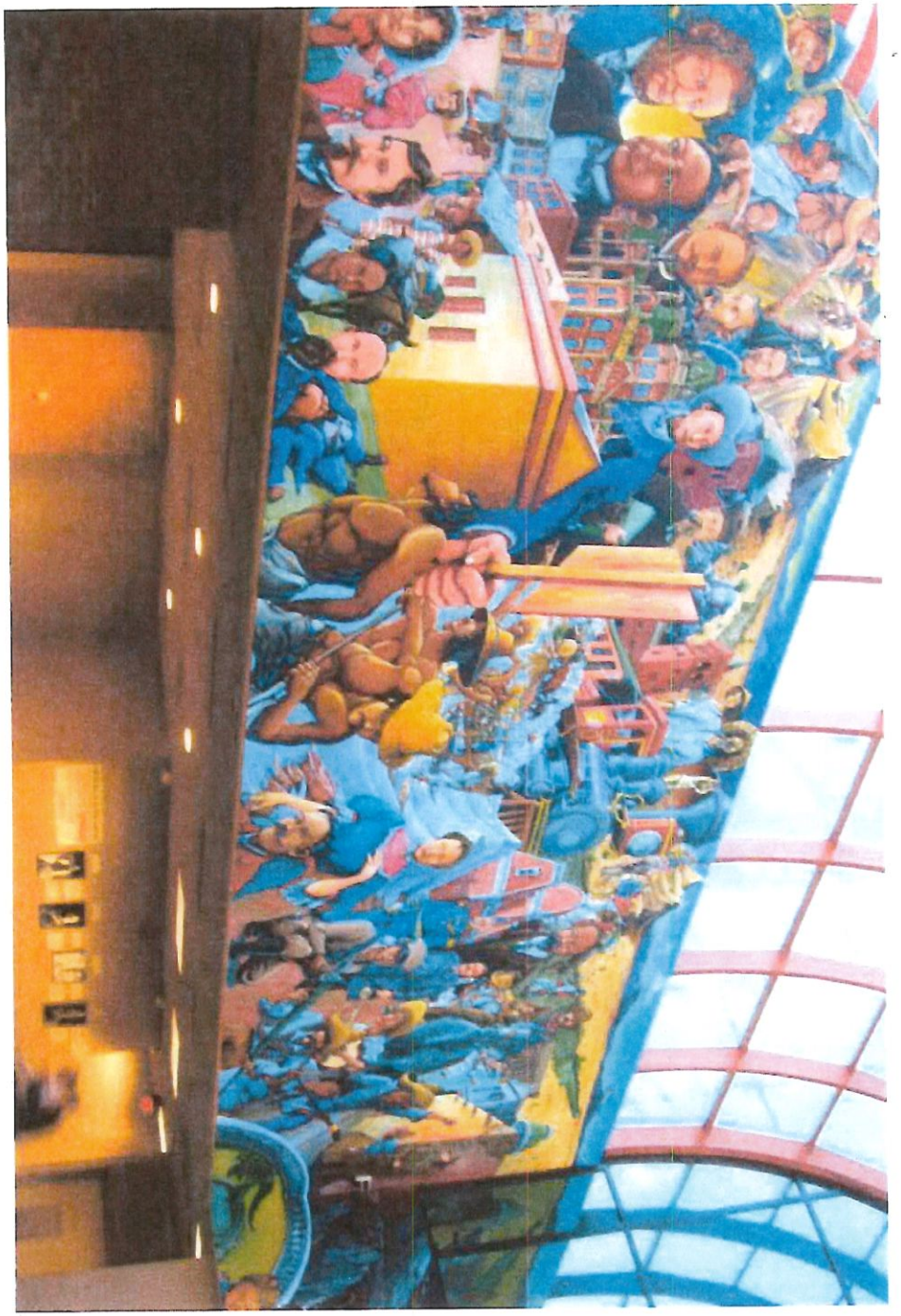


4- Glendale Community College
2018 - 27' x 13'
'Red Mountain Mural"



Pascaline Doucin-Dahlke

16. CARLOS CALLEJO



17. JOHN CUEVAS

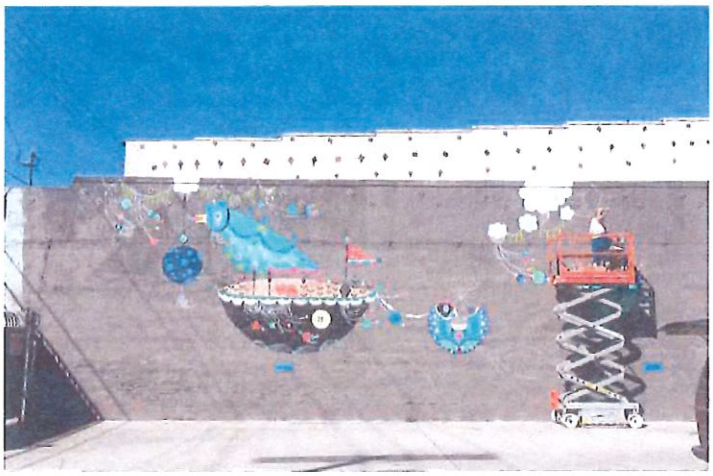
18. STEPHEN ZEIGLER

4 Portfolio/Work Sample

All artwork shown below: Acrylic and aerosol paints finished with anti-graffiti coating. Project budget, dates, and dimensions unavailable at time of this submission.

Buffalo, New York

LA County Parks, Los Angeles



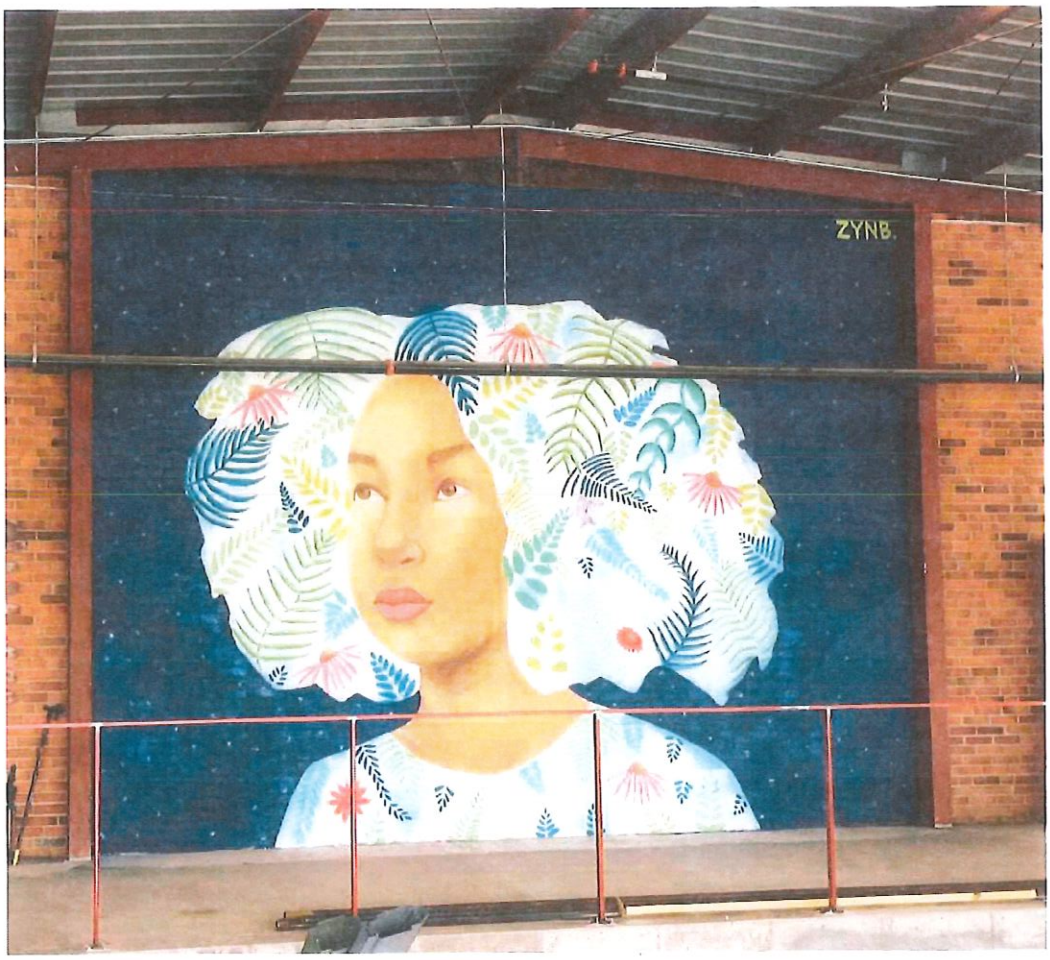
The Unique Space, Los Angeles, California

Buffalo, New York

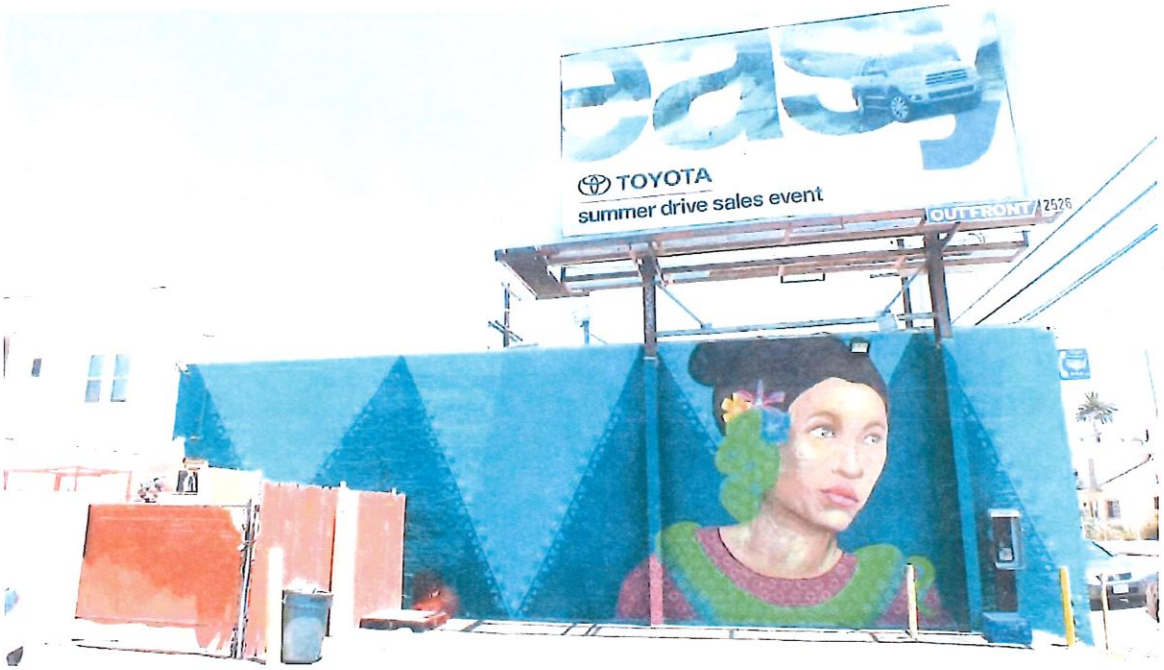
San Jose, California

Manila, Philippines

19. GHAZAL GHAZI



1. Mother Road Market mural in Tulsa, OK. 15'x20'. 2018.



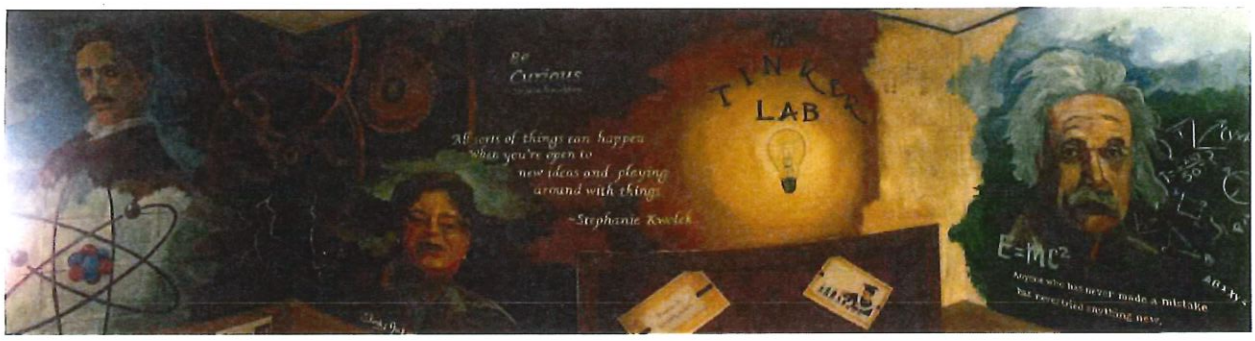
2. *Cambodia Town Mural Project*, Long Beach, California, 13' x 40', 2017

20. DAWN WHITNEY-HALL

Aspire Ollin Academy Murals
Huntington Park Ca.
aprox 2015 to present.

Several murals commemorating Latina Luminaries, in addtion to Scientists of color, a dedication and several decorative designes to enhance the educational environment

Details of the Latina Luminaries



For thier "Tinker Lab"

21. KATIE McGUIRE

1. Utility Box on Plymouth and Wilshire. Spray paint and acrylic paint on utility box. 2'x3'x5,' Commissioned by the city of Los Angeles, 2017

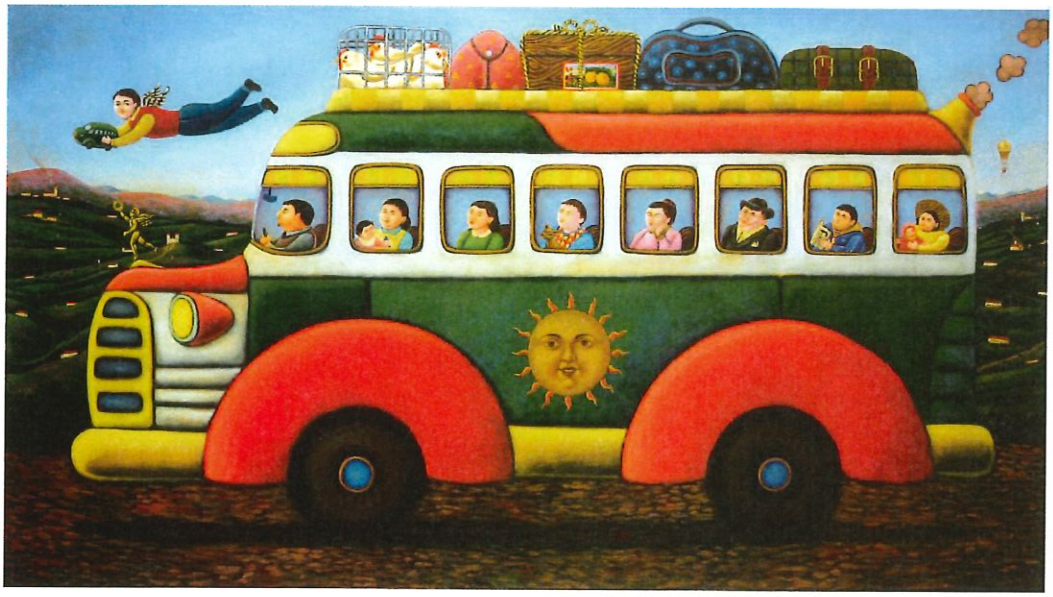
I included the pictures in color but some of them got turned around.

2. Utility Box on Wilshire and Plymouth, spray paint and acrylic paint on utility box, 2'x3'x5,' Commissioned by the city of Los Angeles, 2017.

22. MIRANDA PRECIOUS ALONZO

23. Esaú Andrade

Aerozanate, 2001 Oil on Canvas 47 X 53 Inches.



El Camión del Sol, 2002 Acrylic on Canvas 54 X 90 Inches.

24. Isabella Reyes

25. GUS MORAN

ATTACHMENT 3

SAMPLE PROFESSIONAL SERVICES AGREEMENT

20_____
PROFESSIONAL SERVICES AGREEMENT

(Engagement: Completion of INSERT NAME OF PROJECT)
(Parties: INSERT ARTIST NAME and City of El Monte)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 20_____ (hereinafter, the "Effective Date") by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and INSERT ARTIST NAME, (hereinafter, "ARTIST"). For the purposes of this Agreement, CITY and ARTIST may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or ARTIST interchangeably, as appropriate.

RECITALS

WHEREAS, on _____20____, the CITY issued a request for proposals for artists to create murals commissioned by the CITY on an as-needed, as-requested basis; and

WHEREAS, the CITY received _____proposals from various artists and has agreed to allow all of the artists who submitted proposals to be part of a bench-list of artists to create murals as requested by the CITY from time to time for various public art undertakings; and

WHEREAS, CITY has determined that ARTIST possesses the experience, skills and training necessary to competently perform the services contemplated under this Agreement; and

WHEREAS, on _____ 2020, the City Council approved a bench list of artists which includes ARTIST and ARTIST's submitted proposal; and

WHEREAS, this Agreement was approved by _____ pursuant to _____.

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

I.
ENGAGEMENT TERMS

DRAFT

1.1 SCOPE OF WORK:

A. Subject to the terms and conditions of this Agreement, ARTIST agrees to provide the services and tasks described in that certain proposal of ARTIST entitled "INSERT TITLE OF PROPOSAL" dated INSERT DATE OF PROPOSAL (hereinafter, the "Scope of Work") which is attached and incorporated hereto as **Exhibit "A"**. ARTIST further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

1.2 PROSECUTION OF WORK:

A. ARTIST shall perform the Work contemplated under this Agreement on an as-needed, as requested basis. Nothing in this Agreement shall be construed to grant ARTIST 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 ARTIST 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 ARTIST 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 type of artwork requested;
2. The location where the any artwork will be placed/installed;
3. A not-to-exceed budget for creating and installing the artwork;
4. A timeline for completing the artwork;
5. Any other information or requirements the CITY deems necessary and relevant to the requested artwork commission; and
6. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.

1.3 COMPENSATION: ARTIST shall perform the Work in accordance with ___ _____"INSERT TITLE OF COMPENSATION DOCUMENT_____ (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, ARTIST's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the total budgeted aggregate sum of **INSERT WRITTEN AMOUNT ($ INSERT NUMBER)** (hereinafter, the "Not-to-Exceed Sum") during the Term of this Agreement, unless such added expenditure is first

DRAFT

approved by the City Council. In the event ARTIST's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend ARTIST's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum will be paid to ARTIST when the Work is completed. Within thirty (30) calendar days of receipt of the invoice, CITY will notify ARTIST in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of the 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 ARTIST.

1.5 MAINTENANCE OF WORK: ARTIST acknowledges that maintenance on a regular basis is essential to the integrity and appearance of the Work associated with this Agreement. This includes regular touchup related to minor cracks, scratches and minor instances of graffiti. Therefore, for the length of time that the Work related to this Agreement is displayed, ARTIST shall be responsible for minor maintenance and repair, under the CITY's supervision. The CITY agrees to notify the ARTIST if minor maintenance is required. If there is a need for larger-scale maintenance, the CITY agrees to notify and consult with the ARTIST to determine the extent of repairs and develop a plan.

1.6 ACCOUNTING RECORDS: ARTIST 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 ARTIST: In the event ARTIST ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, ARTIST 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 ARTIST's cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVE: The CITY hereby designates INSERT CITY REPRESENTATIVE (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The CITY Representative or his designee will act on behalf of the CITY for all purposes under this Agreement. ARTIST will not accept directions or orders from any person other

DRAFT

than the CITY Representative or her designee.

2.2 ARTIST'S REPRESENTATIVE: ARTIST hereby designates INSERT ARTIST'S REPRESENTATIVE, to act as its representative for the performance of this Agreement (hereinafter, "ARTIST'S Representative"). ARTIST Representative will have full authority to represent and act on behalf of the ARTIST for all purposes under this Agreement. ARTIST 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 ARTIST Representative will constitute notice to ARTIST.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: ARTIST 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 ARTIST will be subject to inspection and approval by CITY Representative or his or her designees.

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

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

B. ARTIST 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. ARTIST will perform all Work in a manner reasonably satisfactory to the CITY;

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

The Parties acknowledge and agree that ARTIST will perform, at ARTIST's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by ARTIST's failure to comply with the standard of care set forth under this Section or by any like failure on the part of ARTIST's employees, agents, contractors, subcontractors, and subconsultants. Such effort by ARTIST 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

DRAFT

and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by ARTIST or on ARTIST'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 ARTIST, including but not limited to the representation that ARTIST possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of ARTIST's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of ARTIST 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 ARTIST or on behalf of ARTIST in the performance of this Agreement. In recognition of this interest, ARTIST 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 ARTIST'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**:** ARTIST 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, ARTIST may substitute other personnel of at least equal competence upon written approval of City. In the event that City and ARTIST 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 ARTIST at the request of the City. The key personnel for performance of this Agreement are as follows: [INSERT NAME AND TITLE].

2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will be performed by ARTIST or under ARTIST's strict supervision. ARTIST will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains ARTIST on an independent contractor basis and not as an employee. ARTIST 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 ARTIST'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 ARTIST are not employees of CITY and will at all times be under ARTIST's exclusive direction and control. ARTIST will pay all wages, salaries and other amounts due such personnel and will assume responsibility for all

DRAFT

benefits, payroll taxes, Social Security and Medicare payments and the like. ARTIST 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 ARTIST'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 ARTIST, a threat to persons or property, or if any of ARTIST'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 ARTIST and will not be reassigned to perform any of the Work.

2.9 COMPLIANCE WITH LAWS: ARTIST 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.

2.10 NON-DISCRIMINATION: ARTIST 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.
ARTIST shall also comply with all relevant provisions of CITY'S Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that ARTIST and all persons retained or employed by ARTIST are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. ARTIST will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. ARTIST and all persons retained or employed by ARTIST 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 ARTIST 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, ARTIST will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. ARTIST will procure and maintain the following insurance

DRAFT

coverage, at its own expense:

A. Commercial General Liability Insurance: ARTIST 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: ARTIST 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 ARTIST 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 ARTIST 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, ARTIST will procure and maintain Errors and Omissions Liability Insurance appropriate to ARTIST's profession. Such coverage will have minimum limits of no less than Two Million Dollars ($2,000,000.00) per occurrence and will be endorsed to include contractual liability.

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

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

DRAFT

3.4 PRIMACY OF ARTIST'S INSURANCE: All policies of insurance provided by ARTIST 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 ARTIST's insurance and will not contribute with it.

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

3.6 VERIFICATION OF COVERAGE: ARTIST 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, ARTIST 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 ARTIST's commencement of any Work or any of the Work. Upon CITY's written request, ARTIST will also provide CITY with certified copies of all required insurance policies and endorsements.

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

3.8 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from ARTIST payments. In the alternative, CITY may cancel this Agreement effective upon notice.

3.9 ENFORCEMENT OF AGREEMENT PROVISIONS: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly

DRAFT

reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from ARTIST payments. In the alternative, CITY may cancel this Agreement effective upon notice.

3.10 SPECIAL RISKS OR CIRCUMSTANCES. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

3.11 WAIVER BY CITY. City Representative reserves the right to waive any and all insurance requirements at his or her own discretion provided such waiver is made in writing.

IV.
OWNERSHIP AND INTELLECTUAL PROPERTY

4.1 ARTIST expressly agrees that any artwork commissioned by CITY pursuant to this Agreement shall be a "Work Made for Hire" under the provisions of 17 U.S.C. section 101 and that any artwork created for CITY pursuant to this Agreement and all renderings of the same as well as all copyright interests shall be the sole property of the CITY. CITY may use or dispose of the artwork and all renderings in any manner CITY sees fit without further compensation to ARTIST and without ARTISTS's consent.

4.3 In producing any artwork pursuant to this Agreement, ARTILST irrevocably assigns any and all rights of the ARTIST, under local, state, and federal law, including common and statutory law, and the CITY shall receive every legal protection that could be accorded to the ARTIST. ARTIST further covenants to cooperate, in any action brought by the CITY to protect the rights herein conveyed.

4.4 CITY, its successors and assigns, shall own all rights to the artwork and CITY may use and display the artwork as the City chooses to do so, in its sole and absolute discretion.

4.5 CITY has the absolute right to change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the artwork in whole or in part, at CITY's discretion.

4.6 ARTIST represents and warrants that all artwork created pursuant to this Agreement does not infringe upon the intellectual property rights of any third parties. Further, ARTIST agrees to indemnify CITY against any claims brought against CITY alleging that the Work infringes the intellectual property rights of any third parties.

4.7 CITY and its authorized contractors, successors and assigns shall have the right to use ARTIST's name, likeness, and biographical information, in connection with the display or reproduction and distribution of the Work.

DRAFT

4.8 In the event that CITY's use of the artwork creates trademark, service mark or trade dress rights in connection with the artwork, CITY shall have an exclusive and irrevocable right in such trademark, service mark, or trade dress.

4.9 With respect to the artwork produced under this Agreement, and in consideration of the procedures and remedies specified in this Agreement, ARTIST hereby waives any and all claims, arising at any time and under any circumstances, against CITY, its officers, agents, employees, successors and assigns, arising under the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. §106A or any other type of moral right protecting the integrity of works of art. Specifically, ARTIST hereby waives any and all such claims against CITY or any future owners of the property where the work is located, and its agents, officers and employees. ARTIST hereby represents and warrants that the ARTIST is authorized to sign this waiver.

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. ARTIST acknowledges that CITY would not enter into this Agreement in the absence of ARTIST's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent ARTIST'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 ARTIST. ARTIST'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, ARTIST 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 ARTIST'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 ARTIST under this Agreement, any amount due to CITY from ARTIST as a result of ARTIST's failure to either pay CITY promptly for any costs associated with ARTIST's obligations to indemnify the CITY Indemnitees under this Article,

DRAFT

or related to ARTIST'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 ARTIST under this Article will not be limited by the provisions of any workers' compensation act or similar act. ARTIST 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 ARTIST 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 ARTIST in the performance of this Agreement. In the event ARTIST fails to obtain such indemnity obligations from others as required herein, ARTIST 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 ARTIST's subcontractors or any other person or entity involved by, for, with or on behalf of ARTIST 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 ARTIST 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, ARTIST will be compensated only for those services and tasks which have been performed by ARTIST up to the effective date of the termination. ARTIST 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 ARTIST to provide all finished or unfinished Documents and Data, as defined in section 6.1 below, and other information of any kind prepared by ARTIST in

DRAFT

connection with the performance of the Work. ARTIST 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. ARTIST 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 ARTIST to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which ARTIST 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, ARTIST may submit a written request for additional time to cure the Event of Default upon a showing that ARTIST 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, ARTIST may submit a written request for additional time to cure the Event of Default upon a showing that ARTIST 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

DRAFT

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 ARTIST 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 ARTIST will include, but will not be limited to the following: (i) ARTIST's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) ARTIST'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) ARTIST'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 ARTIST, whether voluntary of involuntary; (v) ARTIST's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by ARTIST relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY will cure any Event of Default asserted by ARTIST within forty-five (45) calendar days of ARTIST'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 ARTIST as provided under Section 1.3, above, will be cured by CITY within five (5) calendar days from the date of ARTIST's Default Notice to CITY.

D. CITY, in its sole and absolute discretion, may also immediately suspend ARTIST's performance under this Agreement pending ARTIST's cure of any Event of Default by giving ARTIST written notice of CITY's intent to suspend ARTIST'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, ARTIST will be compensated only for those services and tasks which have been rendered by ARTIST 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,

DRAFT

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 ARTIST, the CITY may immediately terminate this Agreement in whole or in part;

ii. Upon written notice to ARTIST, 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 ARTIST's breach of the Agreement or to terminate the Agreement; or

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

ARTIST 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, ARTIST's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to ARTIST 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 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by ARTIST or provided for performance of this Agreement

DRAFT

are deemed confidential and will not be disclosed by ARTIST 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. ARTIST 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.

6.2 FALSE CLAIMS ACT: ARTIST warrants and represents that neither ARTIST nor any person who is an officer of, in a managing position with, or has an ownership interest in ARTIST 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.

6.3 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:

ARTIST:
INSERT ARTIST NAME
INSERT ADDRESS

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

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

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

6.4 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.

6.5 SUBCONTRACTING: ARTIST 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.

6.6 CITY'S RIGHT TO EMPLOY OTHER ARTISTS: CITY reserves the right to employ other artists in connection with the various projects worked upon by ARTIST.

DRAFT

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

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

6.9 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.

6.10 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.

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

6.12 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.

6.13 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.

6.14 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.

6.15 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

DRAFT

amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.

6.16 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.

6.17 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.

6.18 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 ARTIST 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.

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

(SIGNATURES ON NEXT PAGE)

DRAFT

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

CITY OF EL MONTE:

By:_____
Alma Martinez, City Manager

Date:_____

ARTIST NAME

By:_____

Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

By:_____
City Attorney

Date:_____

DRAFT

EXHIBIT "A"
SCOPE OF SERVICES

DRAFT

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF SEPTEMBER 15, 2020

August 31, 2020

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

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING A LIST OF APPROVED CONSULTANTS REQUIRED FROM TIME-TO-TIME TO PERFORM ON-CALL PROFESSIONAL CONSULTING SERVICES (PROJECT MANAGEMENT SERVICES, TRAFFIC ENGINEERING SERVICES, LAND DEVELOPMENT ENGINEERING SERVICES, PERMIT TECHNICIAN SERVICES, CONSTRUCTION MANAGEMENT & INSPECTION SERVICES) AND APPROVAL OF MULTIPLE ON-CALL PROFESSIONAL SERVICES AGREEMENTS WITH CONSULTANTS ON THE APPROVED LIST

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the attached Resolution approving an On-Call Consultant List comprised of three (3) consultants to provide Land Development Engineering and Permit Technician services, three (3) consultants to provide Project Management and Traffic Engineering, and twelve (12) consultants to provide Construction Management/Inspection services;

2. Approve the multiple on-call consulting services agreements with consultants identified in the pre-qualified list for a period of three (3) years and authorize the City Manager, or her designee, to execute the same on behalf of the City; and

3. Authorize the Director of Public Works to execute Work Orders for services on an as-needed basis as provided under the terms of each on-call services agreement.

14.4

BACKGROUND

The Public Works Department – Engineering Division is responsible for the management and administration of approximately $44 million Capital Improvement Program ("CIP") for Fiscal Year 2020 - 2021, which includes overseeing the design and construction of infrastructure projects relating to street improvements, facilities improvements, park improvements; water system upgrades and repairs; and wastewater system upgrades and repairs.

The Engineering Division has several positions that oversee and implement the Capital Improvement Program such as the City Engineer, two Associate Civil Engineers, and one Senior Project Manager.

In addition, the Engineering Division staff has other responsibilities such as oversight of private development projects, plan review and permitting of utility projects, responding to questions at the public counter, working with other City departments on Citywide issues, answering resident inquiries on the telephone, and other City engineering work.

With these work responsibilities, along with a Capital Improvement Project workload in the millions of dollars, it is necessary to augment Engineering Division staff with consultants, principally for project management, traffic engineer, construction management, and inspection services. Currently, Engineering Division contracts with Interwest Consulting to augment staff with Permit Technician and Land Development Engineer. Interwest's Professional Services Agreement is set to lapse at the end of September 2020.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Request for Qualification (RFQ) for the various services was released through PlanetBids and the City's website. Based on the evaluation criteria and process of each of the RFQ (Attachment 2), staff recommends the following list of consulting firms to make up the City's on-call consultant list:

Land Development Engineer and Permit Technician (not-to-exceed an aggregate amount of $300,000 per year and $900,000 per three (3) years)

- Interwest Consulting Group
- Transtech Engineers Inc.
- LAE Associates, Inc.

Project Management (not-to-exceed an aggregate amount of $250,000 per year and $750,000 per three (3) years)

- LAE Associates Inc.
- Interwest Consulting Group
- NV5, Inc.

Traffic Engineering Services (not-to-exceed an aggregate amount of $250,000 per year and $750,000 per three (3) years)

- KOA Corporation
- Interwest Consulting Group
- Transtech Engineers, Inc.

Construction Management/Inspection (not-to-exceed an aggregate amount of $700,000 per year and $2,100,000 per three (3) years)

- Onward Engineering
- Dudek
- Transtech Engineers, Inc.
- Wallace & Associates
- NV5, Inc.
- Willdan Engineering
- TKE Engineering Inc.
- KOA Corporation
- Michael Baker International
- Cannon
- Engineering Resources of Southern California
- LAE Associates Inc.

Due to the proposed larger number of firms for construction management/inspection services, staff will issue Requests for Proposals (RFP) for each new Capital Project to no more than six (6) of the twelve (12) firms. Each subsequent RFP will be sent to another group of firms and so on.

The purpose is to give every firm a fair chance to compete for work and provide the City with the highest level of service and competitive price.

It is not efficient or realistic to send an RFP to all twelve (12) firms at the same time. The RFP will require the consultant to submit a brief proposal that contains resumes of their staff, total proposed fee, and references for similar projects. This process is an efficient, less formal proposal process that streamlines project delivery.

Each proposal received will then be evaluated based on the demonstrated level of expertise of the proposed staff and fee proposal on a specific project. Interviews may be conducted. Based on all of these criteria, one (1) firm will be selected and approved administratively by the Public Works & Utilities Director.

For large CIP projects or special projects, the RFP process will be considered for advertisement to all firms outside the on-call list and on the on-call list.

In order to provide readily available and qualified project managers, construction manager/inspectors, and assistance in plan review and permitting of land development projects, staff recommends the establishment of an On-Call List to provide support to the Engineering Division for a proposed period of three (3) years.

FISCAL IMPACT/FINANCING

The Agreements are presented to the City Council for approval under the City Council's authority to approve contracts with costs anticipated to exceed the City Manager's signing authority under Chapter 3.24 of the El Monte Municipal Code.

For Land Development Engineer and Permit Technician Services, the recommended action has no fiscal impact. These costs will be passed through to project applicants in the form of application fees. Purchase Orders will not be generated until plan check fees have been collected.

No General Fund will be used for Construction Management/Inspection, Project Management, and Traffic Engineering Services. Funding sources will vary for each Capital Projects ranging from Measure M, Measure R, Proposition C, SB1, Grants, etc.

The fiscal impacts for all other consulting services are set forth under Attachment 3 to this staff report. The services provided by the consultants on the approved list will be provided on an as-need basis as requested by the City.

CONCLUSION

It is recommended that the City Council approve the attached Resolution approving a list of approved on-call consultants to provide various consulting referenced in this staff report. It is also recommended that the City Council approve the various contracts with the various consultants referenced above which are attached to this staff report and authorize the City Manager, or her designee, to execute the same on behalf of the City.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

SALVADOR MENDEZ
Public Works and Utilities Director

Attachment 1: Request for Qualifications
Attachment 2: Consultant Ranking
Attachment 3: Fiscal Impact
Attachment 4: Copies of Multiple Standard Professional Services Agreements Templates to Be Later Completed and Executed with Consultants.
Attachment 5: Resolution

DATE: SEPTEMBER 15, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

REQUEST FOR QUALIFICATIONS (RFQ)

TO PROVIDE ON-CALL SERVICES FOR:

STAFF AUGMENTATION - LAND DEVELOPMENT ENGINEER & PERMIT TECHNICIAN

JULY 2020

IMPORTANT DATES

RFQ ISSUED	July 16, 2020
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	July 23, 2020
RELEASE OF INFORMATION REQUESTED	July 30, 2020
STATEMENT OF QUALIFICATIONS (SOQ) DUE DATE/SUBMISSION DEADLINE: 5:00 PM	August 6, 2020
ANTICIPATED AWARD DATE	September, 2020

REQUEST FOR QUALIFICATIONS
TO PROVIDE ON-CALL SERVICES FOR:

STAFF AUGMENTATION (LAND DEVELOPMENT ENGINEER & PERMIT TECHNICIAN)

Table of Contents

1.0 BACKGROUND 2

2.0 SCOPE OF SERVICES 2

3.0 QUALIFICATION FORMAT 4

4.0 EVALUATION CRITERIA 6

5.0 SELECTION PROCESS 6

6.0 QUALIFICATION REQUIREMENTS 6

EXHIBIT A – SAMPLE PROFESSIONAL SERVICES AGREEMENT

1.0 Background

The City of El Monte (hereafter referred to as the "City"), the hub of the San Gabriel Valley, is located approximately 12 miles east of downtown Los Angeles. The City is the ninth largest city in Los Angeles County with a population of approximately 115,800 residents. The City encompasses two (2) primary watersheds – San Gabriel River (approx. 1,577 acres) and Los Angeles River (4,548 acres) and the tributary area of Legg Lake to the south. The City occupies approximately ten square miles and is primarily built-out, with a few remaining undeveloped parcels. The City is mostly residential, with a mixed use of commercial businesses and a minor number of industrial parcels. The City was incorporated in 1912 as a general law city and operates under the Council/Manager form of government. The City is governed by a five-member City Council and is administered by the City Manager.

The preparation of the SOQ will be at the total expense of the Consultant. There is no expressed or implied obligation for the City to reimburse responding Consultants for any expense incurred in the preparation of SOQ's in response to this request. All proposals submitted to the City shall become properties of the City and will not be returned. If any information in your proposal is confidential and/or proprietary, please further submit a separate, redacted copy for servicing public records requests.

The City reserves the right to reject any or all SOQ's, in whole or part, to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the City. Any Consultant may withdraw his SOQ, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless written notice is received prior to the closing date. SOQ's shall later be referred to the City Council for appropriate action.

The Public Works Engineering Department utilizes outside consultants to supplement their in-house capabilities. The City of El Monte is requesting Statement of Qualifications (SOQ) and a separate hourly rate fee schedule to provide on-call services for Staff Augmentation – Land Development Engineer and Permit Technician. It is the intent of the City to establish an annual contract for On-Call Services with the option of extending it annually for a total period of three years.

2.0 Scope of Services

Prospective firms should have significant experience, expertise, and familiarity in working with public agencies to provide the service(s) submitting their SOQ(s). In addition to specific services identified in this RFQ, it is the intent of the City that the selected firm(s) will provide additional related support, as needed, based on an approved schedule of hourly rates or prior negotiated project specific fees.

The Scope of Work, as may be modified through negotiation and/or by written addendum issued by the City, will be made a part of the Agreement. The selected firm(s) will be expected to furnish all personnel to provide the following services:

STAFF AUGMENTATION

A. LAND DEVELOPMENT ENGINEER

In general, the Land Development Engineer shall perform oversight of Private Development Review and Plan Check Coordination Services for active Land Development Projects. **These services are intended for part time work with a maximum of 20-hours per week and must be performed in the City.** The proposed Land Development Engineer shall be a registered engineer with a minimum 8-years of experience and responsible to manage the following tasks, but not limited to;

- Review, assess, document, and organize all existing active Land Development Projects;
- Provide oversight of City tracking systems including the evaluation and refinement when necessary;
- Manage, coordinate, schedule, and review for QA/QC with Engineering Staff and/or Consultant Plan Checkers to perform required reviews and plan checks;
- Manage, coordinate, schedule and review for QA/QC with Engineering Staff and/or Consultant Surveyor Tract Map and Easement Documents for Land Development Projects;
- Coordinate with other City Departments;
- Review Engineering Department Land Development Plan Check and Tract Maps and assign plan check to various on call Consultant Plan Checkers for detailed review;
- Review and ensure all project Conditions of Approval are met;
- Review documents produced by the Engineering Department as required;
- Prepare Staff reportsfor City Council;
- Attend City Council and other City meetings as required; and
- Review, prepare and update policies and procedures for Land Development Project processes;

B. PERMIT COUNTER TECHNICIAN

In general, the Consultant shall perform full-time permit counter staffing who will be responsible for providing customer assistance and service regarding permit application processing, requirements and procedures. **This work is intended for full-time work at a maximum of 40-hours per week.** The Permit Technician duties shall include, but not limited to, the following tasks;

- Initial plan and application review for permit acceptance;
- Maintain log of all permit applications;

- Assist disseminating project engineering plans and/or reports to plan check engineer's;
- Process of permit applications for various reviews and monitor progress;
- Coordinate and assist Land Development Engineer track all permit applications; and
- Issue the land development (grading or on-site improvement) permits and off-site encroachment permits and ensure permit fees are received from applicant.

The Permit Technician shall be familiar with engineering plans and explain relevant ordinances, requirements, City Policy, codes and department procedures to applicants.

The City reserves the right to delete specific task(s) and/or line items at no additional cost.

3.0 Statement of Qualification Format

All firms shall include the following information and comply with the associated page limit restrictions and one limited to 35 pages total (25 pages or less for requirements below). Note that one (1) page includes the front side of an 8.5"x11" sheet of paper and the cover does not constitute a page.

1) **Cover Letter.** Maximum 1-page cover letter signed by an officer of the firm, binding the firm to all of the commitments made in the submittal. Indicate on the cover letter on the subject line the services your firm in submitting the SOQ.

   The letter shall include name, address and phone number of the person authorized to represent the firm and shall include the following Statement:

   a. I HAVE READ UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR QUALIFICATIONS AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS/AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.

2) **Firm's Background.** Background on the firm and its area(s) of professional expertise relevant to this RFQ. An additional three (3) pages may be included to highlight the background of each proposed sub-consultant to be used by the firm and the specific task(s) or functions the sub-consultant will perform.

3) **Qualifications and Experience of Proposer's Personnel.** Summary of the relevant experience, work history, training, education and special certifications of the proposer's personnel who will be performing the professional services contemplated under this RFQ on the proposer's behalf. Briefly discuss the Consultant team's qualifications and experience with program management of a similar magnitude and nature. Proposers shall provide identical information for all sub-consultants' performing any of the tasks or services contemplated under this RFQ on the proposer's behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your company's overall experience, experience with similar

programs and the experience of individuals on your proposed team. Show how your experience relates to the demands of the services to be provided. Professional licenses in the consultant's specific discipline relative to the discipline the SOQ(s) being submitted is required.

4) **Project Approach.** The firm shall explain the way in which the firm will timely complete all of the tasks called for under the RFQ. Include a brief overview of the Consultant's understanding of the program. The content will reflect the particular viewpoint of the Consultant.

5) **Proposed Personnel.** Resumes for the project manager and 1-page resume for each of the other key personnel, including sub-consultants, which will be performing the majority of the work on this contract. Resumes for corporate leadership should not be included unless said individuals will be performing substantial work on this program. The designated Project Manager (where occurs) shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.

6) **Quality Assurance/Quality Control Procedures.** Brief description of the consultant's approach to implementing a Program-specific Quality Control approach. The Proposer shall describe the firm's policies and procedures for assuring high quality work, including monitoring of any proposed sub-contracts. Identify the QA/QC manager and his qualifications.

7) **References.** Each firm must include at least three public agency references going back no more than five (5) years from the issuance of this RFQ in which the firm was engaged to perform tasks similar to those requested under this RFQ. References should place an emphasis on past programs in which the personnel to be used by proposer for this project were deployed. The references should include the name, title and contact information of the public agency officer or employee responsible for overseeing the proposer's work with contact information.

8) **Fee/Rate Schedule.** A detailed all-inclusive schedule of rates for each proposed personnel that may be tasked to complete the Project. The Task-specific shall clearly identify an hourly rate schedule for the proposed staff. The rate schedule shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses). To the extent that a prime consultant contemplates the use of sub-consultants to perform any one or more of the above described tasks on the proposer's behalf, the firm shall include a List of Sub-consultants identifying all sub-consultants and state the fee for each sub-consultant in the Fee Schedule for the next 3 years. In so far as the firm's qualifications contemplates an increase in compensation rates or charges during the term of the portion of the PSA or any extension term, the firm shall clearly indicate when such increases will take effect and by how much.

    a. The Fee/Rate Schedule shall be delivered in a separate PDF file which is clearly

named "**ON-CALL FEE SCHEDULE – ABC CONSULTING**". The envelope shall contain the name and address of the consultant clearly marked on the outside.

The City reserves the right to delete specific task(s).

4.0 Evaluation Criteria

Each firm shall be evaluated on the basis of the proposer's expertise, experience and training and the expertise of its key personnel along with prior contracting history, approach to the program, Fee/Rate Schedule and compliance with the RFQ requirements including the terms of the attached PSA.

City staff will review each SOQ for completeness and content. Each response will be evaluated based upon the relevant qualifications and experience of the consultant. The RFQ response review will focus upon the following criteria:

1. Qualification, Staff, Experience: Does the firm/individual offer the quality of services required for the types of services listed in the Scope of Work? Does the organization have local experience? Do the qualifications of key personnel to be assigned to the anticipated projects coincide with tasks listed in the Scope of Work? Do assigned personnel have requisite education, experience, and professional qualifications? Ability to respond to request for service in a timely manner.
2. Quality: Has the firm/individual demonstrated the ability to successfully provide services as described herein? Are the firm's/individual's references from past clients and associates favorable?
3. Value: Ability to perform services at a fair and reasonable/competitive fee schedule.

5.0 Selection Process

A selection committee, comprised of City staff will review the SOQ's. Firms will be ranked based on the evaluation criteria stated above and the selection committee may choose to interview several of the top ranked firms. However, at its sole discretion the selection committee may dispense with interviews and select a proposer to perform the work.

6.0 Qualification Requirements

RFQ must be submitted electronically via PlanetBids or emailed to following City employee. No exceptions to this requirement will be considered. The digital copy of the SOQ shall be Portable Document Format (PDF). SOQ shall be addressed to the following:

ATTN: Lee Torres, P.E.
City Engineer
ltorres@elmonteca.gov

Subject: SOQ FOR ON-CALL SERVICES FOR STAFF AUGMENTATION – July, 2020

SOQ must be received by or before the Submission Deadline. SOQs that are post marked after the Submission Deadline will not be considered by the City. Submitted SOQs shall be maintained as confidential records of the City up to the Submission Deadline. Firms may withdraw, modify and/or resubmit a SOQ prior to the Submission Deadline but not after. Firms shall be bound to the terms of the RFQ and their SOQ following the Submission Deadline, however, the City, in its sole and absolute discretion, reserves the right to accept post deadline modifications if it is determined that such modifications is in the best interests of the City. The City also reserves the right to waive minor non-substantive informalities or allow the firms to correct them.

1) Firms shall be solely and exclusively responsible for all costs incurred in connection with the preparation and submission of the SOQ; demonstrations; interviews; preparation of responses to questions and requests for additional information; for contract discussions; or for anything in any way related to this RFQ. The City is not liable for any costs incurred by a SOQ in response to this RFQ. Whether or not a firm is awarded a contract pursuant to this RFQ, no firm shall be entitled to reimbursement for any costs or expenses associated with the firm's participation in this RFQ process.

2) Late SOQs will not be considered.

3) The City reserves the right to reject any and all SOQs received as a result of this RFQ. The City's potential award of a contract will not be based on any single factor nor will it be based solely or exclusively on the Fee/Rate Schedule. If a contract is awarded, it will be awarded to the proposer who in the judgment of the City has presented an optimal balance of relevant experience, technical expertise, quality of service, work history and other factors which the City may consider relevant and important in determining which SOQ is best for the City.

4) The City reserves the right to cancel or modify this RFQ. There is no guarantee that the City will award contract.

5) The City reserves the right to investigate the qualifications of any proposer under consideration including proposed subcontractors and parties otherwise related to the proposer and require confirmation of information furnished by a proposer, or require additional evidence of experience and qualifications to provide the services or otherwise discharge the obligations required by this RFQ.

6) Following the Submission Deadline, the City, pursuant to the California Public Records Act (Govt. Code Section 6250 et seq.) reserves the right to make copies of all submitted RFQs available for inspection and copying by any interested member of the public, except to the limited extent the City determines that any information

contained in a RFQ is legally privileged under the California Public Records Act. By submission of a SOQ, proposers acknowledge and agree that their SOQ and any information contained therein may be disclosed by the City to interested members of the public, including other proposers.

7) The City reserves the right to approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members.

8) The City reserves the right to evaluate responses in terms of the best interests of the City, applying criteria provided in this RFQ and any other criteria the City, in its sole discretion, deems pertinent.

9) By the submission of a SOQ, each proposer accepts and agrees to execute a written Professional Services Agreement (PSA) in the form attached hereto as Exhibit A. By submission of a SOQ, each proposer agrees to execute a PSA with the City in the form attached hereto as Exhibit A, inclusive of all stated terms and conditions relating to indemnification, required insurance and standard of care requirements. If a proposer is unable to agree to any of the terms or conditions of the PSA in the form attached hereto, the proposer must identify the provision(s) in question and provide an explanation as to why the proposer cannot comply with such provisions. If a proposers' objection to a certain provision of the PSA is merely a question of added cost, the proposer shall indicate in the SOQ the difference in cost associated with complying with the provision(s) versus the cost associated with the City's waiver or modification of the provision(s). The City shall be under no obligation to make modifications to the PSA after a contract has been awarded and proposers shall be deemed to have incorporated all costs associated with compliance with the PSA into their SOQ. A firm's inability to comply with one or more provisions of the PSA shall be a factor that will be considered by the City in determining which SOQRFQ will serve the best interest of the City when all other factors are taken into account.

10) All SOQs must remain valid for a minimum period of ninety (90) calendar days after the Submission Deadline. Responses may not be modified or withdrawn by the proposer during this period of time except in accordance with this SOQ and with written permission granted by the City.

11) If it becomes necessary to revise any part of this RFQ, an addendum will be posted on the City's website. It shall be the sole responsibility of the proposer to check for any addendums to the RFQ that may be issued by the City.

12) It is the responsibility of potential firm to be thoroughly familiar with the scope of services to be performed under this RFQ.

13) Proposers may withdraw their SOQ prior to the Submission Deadline.

7.0 Insurance Requirements

The selected consultant shall provide the following at the time of contract execution.

Insurance coverage must include naming the City of El Monte as additional insured (Form CG2010 or Equivalent), policy number, expiration date, and amounts (limits). *GENERAL LIABILITY CARRIER MUST HAVE A* CURRENT *A.M. BEST RATING OF "A VI" OR HIGHER. WORKERS' COMPENSATION CARRIER MUST HAVE A CURRENT A.M. BEST RATING OF "A-VII" OR HIGHER. CARRIERS MUST BE ADMITTED IN CALIFORNIA. MINIMUM ACCEPTABLE LIMITS: GENERAL LIABILITY; GENERAL AGGREGATE $2,000,000 AND PRODUCTS-COMP/OP AGG $2,000,000. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY: E.L. EACH ACCIDENT $1,000,000 AND E.L. DISEASE-EA EMPLOYEE $1,000,000 AND E.L. DISEASE – POLICY LIMIT $1,000,000.* Sample is available upon request

EXHIBIT A

PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION

REQUEST FOR QUALIFICATIONS (RFQ) TO PROVIDE ON-CALL SERVICES FOR:

PROJECT MANAGEMENT SERVICES, AND/OR

TRAFFIC ENGINEERING SERVICES

JULY 2020

IMPORTANT DATES

RFQ ISSUED	July 20, 2020
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	July 30, 2020
RELEASE OF INFORMATION REQUESTED	August 6, 2020
STATEMENT OF QUALIFICATIONS (SOQ) DUE DATE/SUBMISSION DEADLINE: 5:00 PM	August 13, 2020
ANTICIPATED AWARD DATE	September, 2020

REQUEST FOR QUALIFICATIONS
TO PROVIDE ON-CALL SERVICES FOR:

PROJECT MANAGEMENT SERVICES AND/OR
TRAFFIC ENGINEERING SERVICES

Table of Contents

1.0 BACKGROUND 2

2.0 SCOPE OF SERVICES 2

3.0 QUALIFICATION FORMAT 4

4.0 EVALUATION CRITERIA 6

5.0 SELECTION PROCESS 6

6.0 QUALIFICATION REQUIREMENTS 7

EXHIBIT A – SAMPLE PROFESSIONAL SERVICES AGREEMENT

1.0 Background

The City of El Monte (hereafter referred to as the "City"), the hub of the San Gabriel Valley, is located approximately 12 miles east of downtown Los Angeles. The City is the ninth largest city in Los Angeles County with a population of approximately 115,800 residents. The City encompasses two (2) primary watersheds – San Gabriel River (approx. 1,577 acres) and Los Angeles River (4,548 acres) and the tributary area of Legg Lake to the south. The City occupies approximately ten square miles and is primarily built-out, with a few remaining undeveloped parcels. The City is mostly residential, with a mixed use of commercial businesses and a minor number of industrial parcels. The City was incorporated in 1912 as a general law city and operates under the Council/Manager form of government. The City is governed by a five-member City Council and is administered by the City Manager.

Typically, the total annual budget for the Capital Improvement Program (CIP) ranges from $23 million to $28 million and of those projects at least 30% would require consultant support. In general, the capital improvement project's budgets range from $50,000 to $5 million.

The Public Works Engineering Department utilizes outside consultants to supplement their in-house capabilities. The City of El Monte is requesting Statement of Qualifications (SOQ) and a separate hourly rate fee schedule to provide on-call project management services and/or Traffic Engineer. It is the intent of the City to establish an annual contract for On-Call Services with the option of extending it annually for a total period of three years.

The preparation of the SOQ will be at the total expense of the Consultant. There is no expressed or implied obligation for the City to reimburse responding Consultants for any expense incurred in the preparation of SOQ's in response to this request. All proposals submitted to the City shall become properties of the City and will not be returned. If any information in your proposal is confidential and/or proprietary, please further submit a separate, redacted copy for servicing public records requests.

The City reserves the right to reject any or all SOQ's, in whole or part, to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the City. Any Consultant may withdraw his SOQ, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless written notice is received prior to the closing date. SOQ's shall later be referred to the City Council for appropriate action.

2.0 Scope of Services

Prospective firms should have significant experience, expertise, and familiarity in working with public agencies to provide the service(s) submitting their SOQ(s). In addition to specific services identified in this RFQ, it is the intent of the City that the selected firm(s) will provide additional related support, as needed, based on an approved schedule of hourly rates or prior negotiated project specific fees.

The Scope of Work, as may be modified through negotiation and/or by written addendum issued by the City, will be made a part of the Agreement. The selected firm(s) will be expected to furnish all personnel to provide the following services:

Project Management Services

In general, the Consultant shall perform Project Management Services for CIP projects. Proposed Project Manager shall be responsible to manage the following tasks, but not limited to;

1) Recommend and assist in the implementation of goals and objectives; establish schedules and methods for planning, design, construction, rehabilitation of a variety of public works capital improvement projects and/or programs;
2) Prepare Request for Proposal, and review and assist in evaluations of Proposals;
3) Coordinate and lead all project meetings and public outreach;
4) Attend bi-monthly City's CIP Status Project meetings to update City Staff project's status, budget, schedule, etc.;
5) Review work plans, monitor progress and authorize payment requests according to contract terms and conditions;
6) Review consultants' design plans and specifications at various stages of development for conformance to budget funding, program and design standards, completeness and accuracy and recommend changes, additions or corrections while monitoring consultants' cost estimates and schedules;
7) Prepare City Council Agenda reports in consultation with Public Works staff;
8) Attend City Council and other City meetings as required by the City Engineer;
9) Review and verify consultants'/contractors' invoices and recommend approval for payment;
10) Present Project in coordination with Design Consultant in Public Outreach events.
11) Coordinate bid advertisements, attend pre-bid conferences with contractors and consultants on Projects, assist in the evaluation of bids and make recommendation for award of contract;
12) Coordinate signing of contracts with contractors and attend pre-construction meetings with consultants, contractors and subcontractors;
13) Review and recommend for payment periodic requisitions, invoices and supporting data from contractors, consultants and testing labs, and review field inspection reports; and
14) Oversee close out of projects and all necessary work required for City Council to accept the project.

A registered Civil Engineer in the State of California is preferred, but not required. Proposed project manager shall have a minimum 8 years' experience in managing multiple CIP improvement projects in the public right-of-way such as street, sewer, storm drain, low impact development, streetlight, small building, parks, grading, etc. for public works agencies.

The City reserves the right to delete specific task(s) and/or line items at no additional cost.

Traffic Engineering Services

In general, the Consultant shall perform Traffic Engineering Services. Proposed Traffic Engineer shall support the City in all traffic engineering related work and including following tasks, but not limited to;

1) Conduct or review traffic engineering, traffic analysis, and transportation planning studies or project specific traffic related issues analysis;
2) Provide comprehensive analyses of existing and projected traffic conditions; roadway analysis and design, intersection design, speed humps, and traffic data collection services:
3) Preparation of small scaled signing and striping plans, minor traffic signal modification plans, traffic control plans and traffic calming plans;
4) Preparation of engineering studies in response to resident and business request and prepare report of findings and recommendation;
5) Review of traffic signal timing plans and collision data for intersections, with recommended adjustments;
6) Prepare all documents and exhibits required for Traffic Safety Committee Meeting such as agenda, studies performed, power point, and
7) Address school-related traffic concerns, including meeting with school staff, parents and residents, field observation of behavior, data collection as-needed, analysis of the need for speed feedback signs, crossing guards, crosswalks, stop signs, flashing beacons, etc., and will provide recommendations and a summary of findings;
8) Prepare small-scale pavement marking, signage, delineation, and concept plans;
9) Investigate traffic issues including site observation and collision analysis and recommendations;
10) Review subdivision or new development projects involving traffic impact analyses;
11) Review traffic control plans related to CIP's; and
12) Attend City Council and other City meetings as required

The proposed personnel shall be a registered Traffic Engineer in the State of California. Proposed Traffic Engineer shall have a minimum 10 years' experience in public works.

3.0 Statement of Qualification Format

All firms shall include the following information and comply with the associated page limit restrictions to a maximum of 20 pages total. Note that one (1) page includes the front side of an 8.5"x11" sheet of paper and the cover does not constitute a page.

1) **Cover Letter.** Maximum 1-page cover letter signed by an officer of the firm, binding the firm to all of the commitments made in the submittal. **Indicate in the cover letter on the subject line the service(s) your firm in submitting the SOQ.**

The letter shall include name, address and phone number of the person authorized to represent the firm and shall include the following Statement:

a. I HAVE READ UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR QUALIFICATIONS AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS/AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.

2) **Firm's Background.** Background on the firm and its area(s) of professional expertise relevant to this RFQ.

3) **Qualifications and Experience of Proposer's Personnel.** Summary of the relevant experience, work history, training, education and special certifications of the proposer's personnel who will be performing the professional services contemplated under this RFQ on the proposer's behalf. Briefly discuss the Consultant team's qualifications and experience with program management of a similar magnitude and nature. Proposers shall provide identical information for all sub-consultants' performing any of the tasks or services contemplated under this RFQ on the proposer's behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your company's overall experience, experience with similar programs and the experience of individuals on your proposed team. Show how your experience relates to the demands of the services to be provided. Professional civil engineering licenses in the consultant's specific discipline relative to the discipline the SOQ(s) being submitted is required.

4) **Proposed Personnel.** Resumes for the Project Manager and/or Traffic Engineer and 1-page resume for each of alternate personnel, which will be performing the majority of the work on this contract. Resumes for corporate leadership should not be included unless said individuals will be performing substantial work on this program. The designated Project Manager shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.

5) **References.** Each firm must include at least three public agency references going back no more than five (5) years from the issuance of this RFQ in which the firm was engaged to perform tasks similar to those requested under this RFQ. References should place an emphasis on past programs in which the personnel to be used by proposer for this project were deployed. The references should include the name, title and contact information of the public agency officer or employee responsible for overseeing the proposer's work with contact information.

6) **Fee/Rate Schedule.** A detailed all-inclusive schedule of rates for each proposed personnel that may be tasked to complete the Project. The Task-specific shall clearly identify an hourly

rate schedule for the proposed staff members. The rate schedule shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses), no addition reimbursement will be provided. To the extent that a prime consultant contemplates the use of sub-consultants to perform above described services on the proposer's behalf, the firm shall include the name and resume of the sub-consultant(s) identifying all sub- consultants and state the fee for each sub-consultant in the Fee Schedule for the next 3 years. In so far as the firm's qualifications contemplates an increase in compensation rates or charges during the term of the portion of the PSA or any extension term, the firm shall clearly indicate when such increases will take effect and by how much.

a. The Fee/Rate Schedule shall be delivered in a separate PDF file which is clearly named "**ON-CALL SERVICES FEE SCHEDULE – ABC CONSULTING**". The cover letter shall contain the name and address of the consultant.

The City reserves the right to delete specific task(s).

4.0 Evaluation Criteria

Each firm shall be evaluated on the basis of the proposer's expertise, experience and training and the expertise of its key personnel along with prior contracting history, approach to the program, Fee/Rate Schedule and compliance with the RFQ requirements including the terms of the attached PSA.

City staff will review each SOQ for completeness and content. Each response will be evaluated based upon the relevant qualifications and experience of the consultant. The RFQ response review will focus upon the following criteria:

1. Qualification, Staff, Experience: Does the proposed personnel offer the quality of services required for the types of services listed in the Scope of Work? Do the proposed personnel have local experience? Do the qualifications of key personnel to be assigned to the anticipated projects coincide with tasks listed in the Scope of Work? Do assigned personnel have requisite education, experience, and professional qualifications? Ability to respond to request for service in a timely manner.
2. Quality: Has the proposed personnel demonstrated the ability to successfully provide services as described herein? Are the individual's references from past clients and associates favorable?

3. Value: Ability to perform services at a fair and reasonable/competitive fee schedule.

5.0 Selection Process

A selection committee, comprised of City staff will review the SOQ's. Firms will be ranked based on the evaluation criteria stated above and the selection committee may choose to interview several of the top ranked firms. However, at its sole discretion the selection committee may

dispense with interviews and select a proposer to perform the work.

6.0 Qualification Requirements

RFQ must be submitted electronically via PlanetBids or emailed to following City employee. No exceptions to this requirement will be considered. The digital copy of the SOQ shall be Portable Document Format (PDF). SOQ shall be addressed to the following:

ATTN: Lee Torres, P.E.
City Engineer ltorres@elmonteca.gov

Subject: SOQ FOR ON-CALL PM (&/OR) TRAFFIC ENGINEERING SERVICES – July, 2020

SOQ must be received by or before the Submission Deadline. SOQs that are post marked after the Submission Deadline will not be considered by the City. Submitted SOQs shall be maintained as confidential records of the City up to the Submission Deadline. Firms may withdraw, modify and/or resubmit a SOQ prior to the Submission Deadline but not after. Firms shall be bound to the terms of the RFQ and their SOQ following the Submission Deadline, however, the City, in its sole and absolute discretion, reserves the right to accept post deadline modifications if it is determined that such modifications is in the best interests of the City. The City also reserves the right to waive minor non-substantive informalities or allow the firms to correct them.

1) Firms shall be solely and exclusively responsible for all costs incurred in connection with the preparation and submission of the SOQ; demonstrations; interviews; preparation of responses to questions and requests for additional information; for contract discussions; or for anything in any way related to this RFQ. The City is not liable for any costs incurred by a SOQ in response to this RFQ. Whether or not a firm is awarded a contract pursuant to this RFQ, no firm shall be entitled to reimbursement for any costs or expenses associated with the firm's participation in this RFQ process.

2) Late SOQs will not be considered.

3) The City reserves the right to reject any and all SOQs received as a result of this RFQ. The City's potential award of a contract will not be based on any single factor nor will it be based solely or exclusively on the Fee/Rate Schedule. If a contract is awarded, it will be awarded to the proposer who in the judgment of the City has presented an optimal balance of relevant experience, technical expertise, quality of service, work history and other factors which the City may consider relevant and important in determining which SOQ is best for the City.

4) The City reserves the right to cancel or modify this RFQ. There is no guarantee that the City will award contract.

5) The City reserves the right to investigate the qualifications of any proposer under

consideration including proposed subcontractors and parties otherwise related to the proposer and require confirmation of information furnished by a proposer, or require additional evidence of experience and qualifications to provide the services or otherwise discharge the obligations required by this RFQ.

6) Following the Submission Deadline, the City, pursuant to the California Public Records Act (Govt. Code Section 6250 et seq.) reserves the right to make copies of all submitted RFQs available for inspection and copying by any interested member of the public, except to the limited extent the City determines that any information contained in a RFQ is legally privileged under the California Public Records Act. By submission of a SOQ, proposers acknowledge and agree that their SOQ and any information contained therein may be disclosed by the City to interested members of the public, including other proposers.

7) The City reserves the right to approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members.

8) The City reserves the right to evaluate responses in terms of the best interests of the City, applying criteria provided in this RFQ and any other criteria the City, in its sole discretion, deems pertinent.

9) By the submission of a SOQ, each proposer accepts and agrees to execute a written Professional Services Agreement (PSA) in the form attached hereto as Exhibit A. By submission of a SOQ, each proposer agrees to execute a PSA with the City in the form attached hereto as Exhibit A, inclusive of all stated terms and conditions relating to indemnification, required insurance and standard of care requirements. If a proposer is unable to agree to any of the terms or conditions of the PSA in the form attached hereto, the proposer must identify the provision(s) in question and provide an explanation as to why the proposer cannot comply with such provisions. If a proposers' objection to a certain provision of the PSA is merely a question of added cost, the proposer shall indicate in the SOQ the difference in cost associated with complying with the provision(s) versus the cost associated with the City's waiver or modification of the provision(s). The City shall be under no obligation to make modifications to the PSA after a contract has been awarded and proposers shall be deemed to have incorporated all costs associated with compliance with the PSA into their SOQ. A firm's inability to comply with one or more provisions of the PSA shall be a factor that will be considered by the City in determining which SOQRFQ will serve the best interest of the City when all other factors are taken into account.

10) All SOQs must remain valid for a minimum period of ninety (90) calendar days after the Submission Deadline. Responses may not be modified or withdrawn by the proposer during this period of time except in accordance with this SOQ and with written permission granted by the City.

11) **All questions or requests for clarification shall be submitted via email to Lee Torres, City Engineer at ltorres@elmonteca.gov by the REQUEST FOR INFORMATION DEADLINE. All questions received by this deadline will be addressed and posted on the City's website (www.ci.el-monte.ca.us) and PlanetBids by the RELEASE OF INFORMATION REQUESTED DATE.**

12) If it becomes necessary to revise any part of this RFQ, an addendum will be posted on the City's website. It shall be the sole responsibility of the proposer to check for any addendums to the RFQ that may be issued by the City.

13) It is the responsibility of potential firm to be thoroughly familiar with the scope of services to be performed under this RFQ.

14) Proposers may withdraw their SOQ prior to the Submission Deadline.

7.0 Insurance Requirements

The selected consultant shall provide the following at the time of contract execution.

Insurance coverage must include naming the City of El Monte as additional insured (Form CG2010 or Equivalent), policy number, expiration date, and amounts (limits). *GENERAL LIABILITY CARRIER MUST HAVE A* CURRENT *A.M. BEST RATING OF "A VI" OR HIGHER. WORKERS' COMPENSATION CARRIER MUST HAVE A CURRENT A.M. BEST RATING OF "A-VII" OR HIGHER. CARRIERS MUST BE ADMITTED IN CALIFORNIA. MINIMUM ACCEPTABLE LIMITS: GENERAL LIABILITY; GENERAL AGGREGATE $2,000,000 AND PRODUCTS-COMP/OP AGG $2,000,000. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY: E.L. EACH ACCIDENT $1,000,000 AND E.L. DISEASE-EA EMPLOYEE $1,000,000 AND E.L. DISEASE – POLICY LIMIT $1,000,000.* Sample is available upon request

EXHIBIT A

Contract No.

20_____
PROFESSIONAL SERVICES AGREEMENT

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

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 20_____ (hereinafter, the "Effective Date") by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and INSERT CONSULTANT NAME, (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires professional consulting services INSERT THE KIND OF SERVICES REQUIRED;

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

WHEREAS, this Agreement was approved by the City Manager pursuant to his authority under Section 3.24.070(B) of the El Monte Municipal Code. OR IF OVER $30,000: WHEREAS, the execution of this Agreement was approved by the El Monte City Council at its Regular Meeting of _____, 20_____ under Agenda Item No. _____.

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

I.
ENGAGEMENT TERMS

1.1 SCOPE OF WORK:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain proposal of CONSULTANT entitled "INSERT TITLE OF PROPOSAL" dated INSERT DATE OF PROPOSAL (hereinafter, the "Scope of Work") which is attached and incorporated hereto as **Exhibit "A"**. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary

to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

1.2 PROSECUTION OF WORK:

A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a Notice to Proceed. CONSULTANT shall complete the various tasks identified in the Scope of Work within the timeframes set forth in the Scope of Work and shall complete all of the Work by or before INSERT COMPLETION DATE (the "Completion Date");

B. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;

C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;

D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and

E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

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

1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum will be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT will submit to CITY an

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

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

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

II.
PERFORMANCE OF AGREEMENT

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

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates INSERT CONSULTANT REPRESENTATIVE, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative will have full authority to represent and act on

behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee will supervise and direct the performance of the Work, using his best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative will constitute notice to CONSULTANT.

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

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

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

B. CONSULTANT 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: [INSERT NAME AND TITLE].

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

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

2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.

2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

CONSULTANT shall also comply with all relevant provisions of CITY'S Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

III.
INSURANCE

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

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

B. Automobile Liability Insurance: CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars ($2,000,000.00) per accident for bodily injury and property damage.

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

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

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars ($2,000,000.00) per occurrence and will be endorsed to include contractual liability.

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

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

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

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

3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it will furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and

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

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

3.8 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.

3.9 ENFORCEMENT OF AGREEMENT PROVISIONS: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.

3.10 SPECIAL RISKS OR CIRCUMSTANCES. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV.
INDEMNIFICATION

4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's

commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.

4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

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

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

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

4.6 CITY does not, and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of

any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

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

4.8 WORK OF CONSULTANT'S DESIGN PROFESSIONALS SERVICES [ONLY USE IF FOR DESIGN PROFESSIONALS]: The duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of Section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance, work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the City Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

4.9 WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass

a duty to indemnity, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

4.10 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.11 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers.

4.12 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

4.13 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.14 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at

law or in equity.

V.
TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may

submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or

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

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

C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.3, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

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

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

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

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

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

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

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

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

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

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

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

VI.
MISCELLANEOUS PROVISIONS

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

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

6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31

U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

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

CONSULTANT:
INSERT CONSULTANT NAME
INSERT ADDRESS

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

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

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

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

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

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

6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty,

CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

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

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

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

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

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

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or

inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.

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

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

(SIGNATURES ON NEXT PAGE)

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

CITY OF EL MONTE:

By:_____
Alma Martinez, City Manager

Date:_____

CONSULTANT NAME

By:_____

Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

By:_____
City Attorney

Date:_____

EXHIBIT "A"
SCOPE OF SERVICES

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

REQUEST FOR QUALIFICATIONS (RFQ)

TO PROVIDE ON-CALL SERVICES FOR:

A. CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
B. CONSTRUCTION MATERIAL TESTING
C. GEOTECHNICAL ENGINEERING SERVICES

MAY 2020

IMPORTANT DATES

RFQ ISSUED	May 21, 2020
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	June 4, 2020
RELEASE OF INFORMATION REQUESTED	June 11, 2020
STATEMENT OF QUALIFICATIONS (SOQ) DUE DATE/SUBMISSION DEADLINE: 5:00 PM	June 18, 2020
ANTICIPATED AWARD DATE	August, 2020
APPROXIMATE START DATE	August, 2020

REQUEST FOR QUALIFICATIONS
TO PROVIDE ON-CALL SERVICES FOR:

A. CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
B. CONSTRUCTION MATERIAL TESTING
C. GEOTECHNICAL ENGINEERING/ENGINEERING GEOLOGY SERVICES

Table of Contents

1.0 BACKGROUND 2

2.0 SCOPE OF SERVICES 3

3.0 QUALIFICATION FORMAT 7

4.0 EVALUATION CRITERIA 9

5.0 SELECTION PROCESS 10

6.0 QUALIFICATION REQUIREMENTS 11

EXHIBIT A – SAMPLE PROFESSIONAL SERVICES AGREEMENT

1.0 Background

The City of El Monte (hereafter referred to as the "City"), the hub of the San Gabriel Valley, is located approximately 12 miles east of downtown Los Angeles. The City is the ninth largest city in Los Angeles County with a population of approximately 115,800 residents. The City encompasses two (2) primary watersheds – San Gabriel River (approx. 1,577 acres) and Los Angeles River (4,548 acres) and the tributary area of Legg Lake to the south. The City occupies approximately ten square miles and is primarily built-out, with a few remaining undeveloped parcels. The City is mostly residential, with a mixed use of commercial businesses and a minor number of industrial parcels. The City was incorporated in 1912 as a general law city and operates under the Council/Manager form of government. The City is governed by a five-member City Council and is administered by the City Manager.

The Public Works Engineering Department utilizes outside consultants to supplement their in-house capabilities. The City of El Monte is requesting Statement of Qualifications (SOQ) and a separate hourly rate fee schedule to provide on-call services for the following five disciplines. Consultants are invited to respond to one, or any combination of the following multiple disciplines that are within their area(s) of expertise. It is the intent of the City to establish an annual contract for On-Call Services with the option of extending it annually for a total period of three years.

A. CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
B. CONSTRUCTION MATERIAL TESTING
C. GEOTECHNICAL ENGINEERING/ENGINEERING GEOLOGY SERVICES

2.0 Scope of Services

Prospective firms should have significant experience, expertise, and familiarity in working with public agencies to provide the service(s) submitting their SOQ(s) for. In addition to specific services identified in this RFQ, it is the intent of the City that the selected firm(s) will provide additional related support, as needed, based on an approved schedule of hourly rates or prior negotiated project specific fees.

The Scope of Work, as may be modified through negotiation and/or by written addendum issued by the City, will be made a part of the Agreement. The selected firm(s) will be expected to furnish all personnel to provide the following services:

A. CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

Provide Construction Management and Inspection Services for any and all Capital Improvement Projects including but not limited to:

- Provide a constructability review of the project plans, specifications, and engineer's estimate (initial scope of work).
- Attend all project related meetings.
- Propose construction phasing to minimize impact to community, schools, and residents.
- Maintain project files.
- Supervise and provide construction observation/inspection.
- Review, track, and coordinate asphalt and concrete mix design along with other submittals.
- Manage, monitor, inspect, and maintain and keep track of progress of perpetuation of survey monuments by the contractor.
- Review and file construction inspector's daily reports.
- Review and track the contractor's construction schedule.
- Assure contractor is meeting labor compliance requirements.
- Assure contractor is complying with Disadvantage Business Enterprises goals for the project.
- Issue a Weekly Statement of Working Day reports.
- Coordinate with the City's design engineer, utility companies, and other agencies.
- Review and track submittal approvals.
- Review and approve contractor traffic control plans.
- Coordinate and lead public outreach before and during construction.
- Review and make recommendation for contractor progress payments.
- Review and make recommendation regarding the contractor's request for contract change orders.

- Maintain a set of "as-built" plans.
- Arrange for a final walk through inspection and prepare a "punch-list".
- Preparation of documents and a filing system as required by auditors
- Proposers must have extensive experience in any following aspect:
    - Federally Funded projects
    - State Funded projects
    - Water infrastructure projects
    - Sewer infrastructure projects
    - Storm Drain infrastructure projects
    - Street and Pavement infrastructure projects
    - Municipal Facilities (building) improvement projects
    - Park improvement/construction projects
    - Stormwater improvement projects (LID, green streets, regional, etc.)

Proposing consultants shall include, into appendix (maximum of 10 pages in addition to the 25 page limit), samples of daily logs that exemplify quality of reporting expected to be delivered.

B. <u>CONSTRUCTION MATERIAL TESTING</u>

Provide Construction Material Testing Services for Capital Improvement Projects and other Citywide projects including but not limited to

- Construction observations and monitoring
- Compaction testing – soil and asphalt concrete
- Engineering characteristics and index properties of soils and asphalt concrete
- Reinforced concrete & prestressed concrete
- Shotcrete/gunite
- Reinforced masonry
- AWS/CWI
- Structural steel welding and erection
- Batch plant inspection
- Material Sampling and Field Testing

C. Laboratory Testing**<u>GEOTECHNICAL ENGINEERING/ENGINEERING GEOLOGY</u>**

Provide Geotechnical Engineering Services for Capital Improvement Projects and other Citywide projects including but not limited to:

- Drilling/Subsurface exploration
- Shallow and deep foundation design
- Earth retaining structures
- Slope stability evaluation

- Embankments/erosion control structures
- River channel rehabilitation
- Ground improvements and soil stabilization
- Pavement coring/subgrade investigations
- Pavement design
- Geologic mapping
- Geologic hazard assessment
- Fault investigation
- Slope erosion investigation and stabilization
- Dewatering analysis
- Pump test assessment

Materials/Foundation/Geotechnical Design Reports

In addition to specific tasks identified above and upon prior approval from the Public Works Director, City Engineer or designated staff, the selected qualifications may from time to time be asked to provide additional related professional support services, as needed, based on approved schedule of hourly rates or negotiated lump sum price.

The City reserves the right to delete specific task(s) and/or line items at no additional cost.

3.0 Qualification Format

All firms shall include the following information and comply with the associated page limit restrictions and one limited to 35 pages total (25 pages or less for requirements below; and 10 pages max for appendix of sample daily logs). Note that one (1) page includes the front side of an 8.5"x11" sheet of paper and the cover does not constitute a page.

1) **Cover Letter.** Maximum 1 page cover letter signed by an officer of the firm, binding the firm to all of the commitments made in the submittal. The letter shall include name, address and phone number of the person authorized to represent the firm and shall include the following Statement:
    a. I HAVE READ UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR QUALIFICATIONS AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS/AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.

2) **Firm's Background.** Background on the firm and its area(s) of professional expertise relevant to this RFQ. An additional three (3) pages may be included to highlight the background of each proposed sub-consultant to be used by the firm and the specific task(s) or functions the sub-consultant will perform.

3) **Qualifications and Experience of Proposer's Personnel.** Summary of the relevant experience, work history, training, education and special certifications of the proposer's personnel who will be performing the professional services contemplated under this RFQ on the proposer's behalf. Briefly discuss the Consultant team's qualifications and experience with program management of a similar magnitude and nature. Proposers shall provide identical information for all sub-consultants' performing any of the tasks or services contemplated under this RFQ on the proposer's behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your company's overall experience, experience with similar programs and the experience of individuals on your proposed team. Show how your experience relates to the demands of the services to be provided. Where applicable, proposing consultant shall include samples of daily logs that exemplify quality of reporting expected to be delivered for all referenced project experience. Professional licenses in the consultant's specific discipline relative to the discipline the SOQ(s) being submitted is required.

4) **Project Approach.** The firm shall explain the way in which the firm will timely complete all of the tasks called for under the RFQ. Include a brief overview of the Consultant's understanding of the program. The content will reflect the particular viewpoint of the Consultant.

5) **Proposed Personnel.** Resumes for the project manager and 1 page resume for each of the other key personnel, including sub-consultants, which will be performing the

majority of the work on this contract. Resumes for corporate leadership should not be included unless said individuals will be performing substantial work on this program. The designated Project Manager (where occurs) shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.

6) **Quality Assurance/Quality Control Procedures.** Brief description of the consultant's approach to implementing a Program-specific Quality Control approach. The Proposer shall describe the firm's policies and procedures for assuring high quality work, including monitoring of any proposed sub-contracts. Identify the QA/QC manager and his qualifications.

7) **References.** Each firm must include at least three public agency references going back no more than five (5) years from the issuance of this RFQ in which the firm was engaged to perform tasks similar to those requested under this RFQ. References should place an emphasis on past programs in which the personnel to be used by proposer for this project were deployed. The references should include the name, title and contact information of the public agency officer or employee responsible for overseeing the proposer's work with contact information.

8) **Fee/Rate Schedule.** A detailed all-inclusive schedule of rates for each proposed personnel that may be tasked to complete the Project. The Task-specific shall clearly identify an hourly rate schedule for the proposed staff. The rate schedule shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses). To the extent that a prime consultant contemplates the use of sub-consultants to perform any one or more of the above described tasks on the proposer's behalf, the firm shall include a List of Sub-consultants identifying all sub-consultants and state the fee for each sub-consultant in the Fee Schedule for the next 3 years. In so far as the firm's qualifications contemplates an increase in compensation rates or charges during the term of the portion of the PSA or any extension term, the firm shall clearly indicate when such increases will take effect and by how much.

    a. The Fee/Rate Schedule shall be delivered in a separate PDF file which is clearly named "**ON-CALL FEE SCHEDULE – ABC CONSULTING**". The envelope shall contain the name and address of the consultant clearly marked on the outside.

The City reserves the right to delete specific task(s).

4.0 Evaluation Criteria

Each firm shall be evaluated on the basis of the proposer's expertise, experience and training and the expertise of its key personnel along with prior contracting history, approach to the program, Fee/Rate Schedule and compliance with the RFQ requirements including the terms of the attached PSA. Each such factor shall be weighted by the City as follows:

Criteria	Max Points	Rating
Understanding of the work to be done	15	
Experience with similar kinds of work	25	
Quality of staff for work to be done	20	
Capability of developing innovative or advanced techniques	10	
Familiarity with state and federal procedures	10	
Financial responsibility	10	
Demonstrated Technical Ability	10	
Total	100	

5.0 Selection Process

A selection committee, comprised of City staff will review the qualifications. Firms will be ranked on qualifications and the selection committee may choose to interview several of the top ranked firms. However, at its sole discretion the selection committee may dispense with interviews and select a proposer to perform the work.

6.0 Qualification Requirements

RFQ must be submitted electronically via PlanetBids OR emailed to following City employee. No exceptions to this requirement will be considered. The digital copy of the RFQ shall be Portable Document Format (PDF). RFQ shall be addressed to the following City employee:

ATTN: Jimmy Chung
Senior Engineer
jchung@elmonteca.gov

Subject: RFQ FOR ON-CALL SERVICES; May, 2020

RFQ must be received by or before the Submission Deadline. RFQs that are post marked after the Submission Deadline will not be considered by the City. Submitted RFQs shall be maintained as confidential records of the City up to the Submission Deadline. Firms may withdraw, modify and/or resubmit a RFQ prior to the Submission Deadline but not after. Firms shall be bound to the terms of their RFQ following the Submission Deadline, however, the City, in its sole and absolute discretion, reserves the right to accept post deadline modifications if it is determined that such modifications are in the best interests of the City. The City also reserves the right to waive minor non-substantive informalities or allow the firms to correct them.

1) Firms shall be solely and exclusively responsible for all costs incurred in connection with the preparation and submission of the RFQ; demonstrations; interviews; preparation of responses to questions and requests for additional information; for contract discussions; or for anything in any way related to this RFQ. The City is not liable for any costs incurred by a RFQ in response to this RFQ. Whether or not a firm is awarded a contract pursuant to this RFQ, no firm shall be entitled to reimbursement for any costs or expenses associated with the firm's participation in this RFQ process.

2) Late RFQs will not be considered.

3) The City reserves the right to reject any and all RFQs received as a result of this RFQ. The City's potential award of a contract will not be based on any single factor nor will it be based solely or exclusively on the Fee/Rate Schedule. If a contract is awarded, it will be awarded to the proposer who in the judgment of the City has presented an optimal balance of relevant experience, technical expertise, quality of service, work history and other factors which the City may consider relevant and important in determining which RFQ is best for the City.

4) The City reserves the right to cancel or modify this RFQ. There is no guarantee that the City will award contract.

5) The City reserves the right to investigate the qualifications of any proposer under consideration including proposed subcontractors and parties otherwise related to the proposer and require confirmation of information furnished by a proposer, or require additional evidence of experience and qualifications to provide the services or otherwise discharge the obligations required by this RFQ.

6) Following the Submission Deadline, the City, pursuant to the California Public Records Act (Govt. Code Section 6250 et seq.) reserves the right to make copies of all submitted RFQs available for inspection and copying by any interested member of the public, except to the limited extent the City determines that any information contained in a RFQ is legally privileged under the California Public Records Act. By submission of a RFQ, proposers acknowledge and agree that their RFQ and any information contained therein may be disclosed by the City to interested members of the public, including other proposers.

7) The City reserves the right to approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members.

8) The City reserves the right to evaluate responses in terms of the best interests of the City, applying criteria provided in this RFQ and any other criteria the City, in its sole discretion, deems pertinent.

9) By the submission of a RFQ, each proposer accepts and agrees to execute a written Professional Services Agreement (PSA) in the form attached hereto as Exhibit A. By submission of a RFQ, each proposer agrees to execute a PSA with the City in the form attached hereto as Exhibit A, inclusive of all stated terms and conditions relating to indemnification, required insurance and standard of care requirements. If a proposer is unable to agree to any of the terms or conditions of the PSA in the form attached hereto, the proposer must identify the provision(s) in question and provide an explanation as to why the proposer cannot comply with such provisions. If a proposers' objection to a certain provision of the PSA is merely a question of added cost, the proposer shall indicate in the RFQ the difference in cost associated with complying with the provision(s) versus the cost associated with the City's waiver or modification of the provision(s). The City shall be under no obligation to make modifications to the PSA after a contract has been awarded and proposers shall be deemed to have incorporated all costs associated with compliance with the PSA into their RFQ. A firm's inability to comply with one or more provisions of the PSA shall be a factor that will be considered by the City in determining which RFQ will serve the best interest of the City when all other factors are taken into account.

10) All RFQs must remain valid for a minimum period of ninety (90) calendar days after the Submission Deadline. Responses may not be modified or withdrawn by the proposer during this period of time except in accordance with this RFQ and with written permission granted by the City.

11) If it becomes necessary to revise any part of this RFQ, an addendum will be posted on the City's website. It shall be the sole responsibility of the proposer to check for any addendums to the RFQ that may be issued by the City.

12) It is the responsibility of potential firm to be thoroughly familiar with the scope of services to be performed under this RFQ.

13) Proposers may withdraw their RFQ prior to the Submission Deadline.

7.0 Insurance Requirements

The selected consultant shall provide the following at the time of contract execution.

Insurance coverage must include naming the City of El Monte as additional insured (Form CG2010 or Equivalent), policy number, expiration date, and amounts (limits). *GENERAL LIABILITY CARRIER MUST HAVE A S CURRENT A.M. BEST RATING OF "A VI" OR HIGHER. WORKERS' COMPENSATION CARRIER MUST HAVE A CURRENT A.M. BEST RATING OF "A-VII" OR HIGHER. CARRIERS MUST BE ADMITTED IN CALIFORNIA. MINIMUM ACCEPTABLE LIMITS: GENERAL LIABILITY; GENERAL AGGREGATE $2,000,000 AND PRODUCTS-COMP/OP AGG $2,000,000. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY: E.L. EACH ACCIDENT $1,000,000 AND E.L. DISEASE-EA EMPLOYEE $1,000,000 AND E.L. DISEASE – POLICY LIMIT $1,000,000.* Sample is available upon request

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF SEPTEMBER 15, 2020

ATTACHMENT 2

CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING A LIST OF APPROVED CONSULTANTS REQUIRED FROM TIME-TO-TIME TO PERFORM ON-CALL PROFESSIONAL CONSULTING SERVICES (PROJECT MANAGEMENT SERVICES, TRAFFIC ENGINEERING SERVICES, LAND DEVELOPMENT ENGINEERING SERVICES, PERMIT TECHNICIAN SERVICES, CONSTRUCTION MANAGEMENT & INSPECTION SERVICES) AND APPROVAL OF MULTIPLE ON-CALL PROFESSIONAL SERVICES AGREEMENTS WITH CONSULTANTS ON THE APPROVED LIST

CONSULTANT RANKINGS

Land Development Engineering and Permit Technician

Top three ranked firms recommend to be on the On-Call Consultant List.

	Land Development Engineering and Permit Technician
1	**Interwest Consulting Group**
2	**Transtech Engineers, Inc.**
3	**LAE Associates Inc.**
4	TKE Engineering Inc.
5	Onward Engineering
6	Infrastructure Engineers
7	CSG Consultants
8	CMTS
9	Tierra West Advisors, Inc.

Project Management and Traffic Engineer

Top three ranked firms recommend to be on the On-Call Consultant List.

	Project Management
1	**LAE Associates Inc.**
2	**Interwest Consulting Group**
3	**NV5, Inc.**
4	Transtech Engineers, Inc.

5	Quantum
6	Infrastructure Engineers
7	TKE Engineering Inc.
8	KOA Corporation
9	Tierra West Advisors, Inc.

Traffic Engineering Services	
1	**KOA Corporation**
2	**Interwest Consulting Group**
3	**Transtech Engineers, Inc.**
4	Willdan Engineering
5	Quantum
6	W.G. Zimmerman Engineering, Inc.
7	Infrastructure Engineers
8	Tierra West Advisors

Construction Management/Inspection

Top twelve (12) ranked firms recommend to be on the On-Call Consultant List.

Construction Management/Inspection	
1	**Onward Engineering**
2	**Dudek**
3	**Transtech Engineers, Inc.**
4	**Wallace and Associates, Inc.**
5	**NV5, Inc.**
6	**Willdan Engineering**
7	**TKE Engineering Inc.**
8	**KOA Corporation**
9	**Cannon**
10	**Michael Baker International**
11	**LAE Associates Inc.**
12	**Engineering Resources of Southern California**
13	Berg and Associates
14	GK & Associates
15	SA Associates
16	Cummings

17	Skanska
18	RTEA
19	Pacifica Services
20	BA Inc.
21	CMTS
22	Quantum Consulting, Inc.
23	MVMNT

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF SEPTEMBER 15, 2020

ATTACHMENT 3

CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING A LIST OF APPROVED CONSULTANTS REQUIRED FROM TIME-TO-TIME TO PERFORM ON-CALL PROFESSIONAL CONSULTING SERVICES (PROJECT MANAGEMENT SERVICES, TRAFFIC ENGINEERING SERVICES, LAND DEVELOPMENT ENGINEERING SERVICES, PERMIT TECHNICIAN SERVICES, CONSTRUCTION MANAGEMENT & INSPECTION SERVICES) AND APPROVAL OF MULTIPLE ON-CALL PROFESSIONAL SERVICES AGREEMENTS WITH CONSULTANTS ON THE APPROVED LIST

FISCAL IMPACT

Consultants	Category of Services	Fiscal Impact
Transtech Engineers Inc.	Land Development/Permit Technician	**No Impact, Pass Through**
	Construction Mgmt./Inspection Services	As-Needed, EMMC Ch. 3.24
	Traffic Engineering Services	As-Needed, EMMC Ch. 3.24
LAE Associates, Inc.	Land Development/Permit Technician	**No Impact, Pass Through**
	Project Management	As-Needed, EMMC Ch. 3.24
	Construction Mgmt./Inspection Services	As-Needed, EMMC Ch. 3.24
Interwest Consulting Group	Land Development/Permit Technician	**No Impact, Pass Through**
	Project Management	As-Needed, EMMC Ch. 3.24
	Traffic Engineering Services	As-Needed, EMMC Ch. 3.24
Willdan Engineers	Construction Mgmt./Inspection Services	As-Needed, EMMC Ch. 3.24
KOA Corporation	Construction Mgmt./Inspection Services	As-Needed, EMMC Ch. 3.24
	Traffic Engineering Services	As-Needed, EMMC Ch. 3.24

Onward Engineering	Construction Mgmt./Inspection Services	As-Needed, EMMC Ch. 3.24
Dudek	Construction Mgmt./Inspection Services	As-Needed, EMMC Ch. 3.24
Wallace and Associates	Construction Mgmt./Inspection Services	As-Needed, EMMC Ch. 3.24
NV5, Inc.	Project Management	As-Needed, EMMC Ch. 3.24
	Construction Mgmt./Inspection Services	As-Needed, EMMC Ch. 3.24
TKE Engineering Inc.	Construction Mgmt./Inspection Services	As-Needed, EMMC Ch. 3.24
Michael Baker International	Construction Mgmt./Inspection Services	As-Needed, EMMC Ch. 3.24
Cannon	Construction Mgmt./Inspection Services	As-Needed, EMMC Ch. 3.24
Engineering Resources of Southern California	Construction Mgmt./Inspection Services	As-Needed, EMMC Ch. 3.24

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF SEPTEMBER 15, 2020

ATTACHMENT 4

CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING A LIST OF APPROVED CONSULTANTS REQUIRED FROM TIME-TO-TIME TO PERFORM ON-CALL PROFESSIONAL CONSULTING SERVICES (PROJECT MANAGEMENT SERVICES, TRAFFIC ENGINEERING SERVICES, LAND DEVELOPMENT ENGINEERING SERVICES, PERMIT TECHNICIAN SERVICES, CONSTRUCTION MANAGEMENT & INSPECTION SERVICES) AND APPROVAL OF MULTIPLE ON-CALL PROFESSIONAL SERVICES AGREEMENTS WITH CONSULTANTS ON THE APPROVED LIST

PROFESSIONAL SERVICES AGREEMENT TEMPLATES

1. **LAND DEVELOPMENT & PERMIT TECHNICIAN SERVICES PROJECT MANAGEMENT SERVICES**
2. **TRAFFIC ENGINEERING SERVICES**
3. **CONSTRUCTION MANGEMENT/INSPECTION SERVICES**

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

PROFESSIONAL SERVICES AGREEMENT TEMPLATE

LAND DEVELOPMENT & PERMIT TECHNICIAN SERVICES
AND
PROJECT MANAGEMENT SERVICES

20_____
PROFESSIONAL SERVICES AGREEMENT

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

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 20_____ (hereinafter, the "Effective Date") by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and INSERT CONSULTANT NAME, (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires professional consulting services INSERT THE KIND OF SERVICES REQUIRED;

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

WHEREAS, this Agreement was approved by the City Manager pursuant to her authority under Section 3.24.070(B) of the El Monte Municipal Code. OR IF OVER $30,000: WHEREAS, the execution of this Agreement was approved by the El Monte City Council at its Regular Meeting of _____, 20_____ 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 _____, 20__ (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 Request for Proposals of CITY entitled "INSERT TITLE OF REQUEST FOR PROPOSALS", (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "INSERT TITLE OF PROPOSAL" (hereinafter, the "CONSULTANT Proposal") dated INSERT DATE OF PROPOSAL. The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and **"B"** respectively. The term "Scope of Work" shall be a collective reference to the CITY RFP and the CONSULTANT Proposal. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT Proposal, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control."

B. **IF NO RFP ISSUED:** Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain proposal of CONSULTANT entitled "INSERT TITLE OF PROPOSAL" dated INSERT DATE OF PROPOSAL (hereinafter, the "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: CONSULTANT shall perform the Work in accordance with ___ _____"INSERT TITLE OF COMPENSATION DOCUMENT_____ (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the annual budgeted sum of **INSERT WRITTEN AMOUNT ($ INSERT NUMBER)** (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 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 INSERT CITY REPRESENTATIVE (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The CITY Representative or his designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or her designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates INSERT CONSULTANT REPRESENTATIVE, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement.

CONSULTANT Representative or his designee will supervise and direct the performance of the Work, using his best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative will constitute notice to CONSULTANT.

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

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

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

B. CONSULTANT 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: [INSERT NAME AND TITLE].

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.

4.8 <u>WORK OF CONSULTANT'S DESIGN PROFESSIONALS SERVICES [ONLY USE IF FOR DESIGN PROFESSIONALS]</u>: The duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of Section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance, work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the City Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of

litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

4.9 WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnity, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

4.10 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.11 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers.

4.12 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above,

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

4.13 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.14 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

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

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

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely

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

C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.3, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

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

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

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation

of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

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

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

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

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

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

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

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

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

VI.
MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or

other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

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

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

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

CONSULTANT:
INSERT CONSULTANT NAME
INSERT ADDRESS

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

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

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

6.5 COOPERATION; FURTHER ACTS: The Parties will fully cooperate with one

another, and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

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

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

6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of

any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

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

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

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

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

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

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

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

(SIGNATURES ON NEXT PAGE)

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

CITY OF EL MONTE:

By:_____
Alma K. Martinez, City Manager

Date:_____

CONSULTANT NAME

By:_____

Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

By:_____
City Attorney

Date:_____

EXHIBIT "A"
SCOPE OF SERVICES

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

PROFESSIONAL SERVICES AGREEMENT TEMPLATE

TRAFFIC ENGINEERING SERVICES

20_____
PROFESSIONAL SERVICES AGREEMENT

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

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 20_____ (hereinafter, the "Effective Date") by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and INSERT CONSULTANT NAME, (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires professional consulting services INSERT THE KIND OF SERVICES REQUIRED;

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

WHEREAS, this Agreement was approved by the City Manager pursuant to her authority under Section 3.24.070(B) of the El Monte Municipal Code. OR IF OVER $30,000: WHEREAS, the execution of this Agreement was approved by the El Monte City Council at its Regular Meeting of _____, 20_____ 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 _____, 20__ (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 Request for Proposals of CITY entitled "INSERT TITLE OF REQUEST FOR PROPOSALS", (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "INSERT TITLE OF PROPOSAL" (hereinafter, the "CONSULTANT Proposal") dated INSERT DATE OF PROPOSAL. The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and **"B"** respectively. The term "Scope of Work" shall be a collective reference to the CITY RFP and the CONSULTANT Proposal. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT Proposal, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control."

B. **IF NO RFP ISSUED:** Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain proposal of CONSULTANT entitled "INSERT TITLE OF PROPOSAL" dated INSERT DATE OF PROPOSAL (hereinafter, the "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: CONSULTANT shall perform the Work in accordance with __ _____"INSERT TITLE OF COMPENSATION DOCUMENT_____ (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the annual budgeted sum of **INSERT WRITTEN AMOUNT ($ INSERT NUMBER)** (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 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 INSERT CITY REPRESENTATIVE (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The CITY Representative or his designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or her designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates INSERT CONSULTANT REPRESENTATIVE, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement.

CONSULTANT Representative or his designee will supervise and direct the performance of the Work, using his best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative will constitute notice to CONSULTANT.

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

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

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

B. CONSULTANT 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: [INSERT NAME AND TITLE].

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.

4.8 <u>WORK OF CONSULTANT'S DESIGN PROFESSIONALS SERVICES</u>: The duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of Section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance, work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the City Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence,

recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

4.9 WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnity, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

4.10 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.11 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers.

4.12 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CONSULTANT agrees to obtain executed indemnity agreements with provisions

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

4.13 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.14 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

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

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

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event

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

C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.3, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

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

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

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or

available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

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

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

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

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

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

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

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

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

VI.
MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in

the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

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

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

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

CONSULTANT:
INSERT CONSULTANT NAME
INSERT ADDRESS

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

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

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

6.5 COOPERATION; FURTHER ACTS: The Parties will fully cooperate with one another, and will take any additional acts or sign any additional documents as are

reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

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

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

6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

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

Agreement inure exclusively to the Parties.

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

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

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

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

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

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

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

(SIGNATURES ON NEXT PAGE)

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

CITY OF EL MONTE:

By:_____
Alma K. Martinez, City Manager

Date:_____

CONSULTANT NAME

By:_____

Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

By:_____
City Attorney

Date:_____

EXHIBIT "A"
SCOPE OF SERVICES

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

PROFESSIONAL SERVICES AGREEMENT TEMPLATE

CONSTRUCTION MANAGEMENT/INSPECTION SERVICES

2020
CONSTRUCTION MANAGEMENT SERVICES AGREEMENT
(Name of Construction Manager: **[INSERT CONSTRUCTION MANAGER NAME]**)
(Name of Project: **[INSERT NAME OF PROJECT]**)

THIS CONSTRUCTION MANAGEMENT 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 **[INSERT NAME OF CONSTRUCTION MANAGER]** (hereinafter, "CONSTRUCTION MANAGER"). For the purposes of this Agreement, CITY and CONSTRUCTION MANAGER may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSTRUCTION MANAGER interchangeably as appropriate.

RECITALS

WHEREAS, CITY **[INSERT NAME OF PROJECT]** (hereinafter, the "Project"); and

WHEREAS, CITY has deemed **[INSERT NAME OF CONSTRUCTION MANAGER]** and its proposal offer the optimal balance of experience, expertise and price to perform the work contemplated under this Agreement; and

WHEREAS, the execution of this Agreement was approved by the El Monte City Council at its Regular Meeting of _____, 2020 under Agenda Item No. _____.

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

I.
GENERAL PROVISIONS

1.1 ENGAGEMENT OF CONSTRUCTION MANAGER: CITY retains CONSTRUCTION MANAGER to perform, and CONSTRUCTION MANAGER agrees to provide to and perform for CITY, for consideration and upon the terms and conditions set forth below, construction management services specified in this Agreement. The CONSTRUCTION MANAGER agrees to perform such services as expeditiously as possible and consistent with professional skill and care and the orderly progress of the specific project for which CONSTRUCTION MANAGER is providing services. All services performed by CONSTRUCTION MANAGER under and required by this Agreement shall be performed (a) in compliance with this

Agreement, and (b) in a manner consistent with the level of care and skill ordinarily exercised by CONSTRUCTION MANAGER in the same discipline, on similar projects in California and with similar complexity, who are specially qualified to provide the services required by CITY and other municipalities; and all such services shall be conducted in conformity with, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, and the Americans with Disabilities Act ("ADA"). CONSTRUCTION MANAGER shall be responsible for the completeness and accuracy of its work product. The CONSTRUCTION MANAGEMENT services shall be provided as required by this Agreement.

1.2 CONSTRUCTION MANAGER'S BASIC SERVICES: "Basic Services" shall mean the various tasks, services, duties and responsibilities of CONSTRUCTION MANAGER set forth under:

A. That certain request for proposals of the CITY entitled **"[INSERT NAME OF REQUEST FOR PROPOSAL]"** issued on **[INSERT DATE OF REQUEST FOR PROPOSAL]** (the "CITY RFP") (The CITY RFP is attached and incorporated hereto as **Exhibit "A"**); and

B. That certain written proposal of CONSTRUCTION MANAGER entitled **"[INSERT CONSTRUCTION MANAGER PROPOSAL]"** dated **[INSERT DATE OF CONSTRUCTION MANAGER PROPOSAL]** (the "CONSTRUCTION MANAGER Proposal") (The Construction Manager Proposal is attached and incorporated hereto as **Exhibit "B"**).

For purposes of this Agreement the capitalized term "Scope of Work" shall be a collective reference to the CITY Scope of Work and the CONSTRUCTION MANAGER Proposal Scope of Work. In the event of any conflict or inconsistency between the provisions of the CITY Scope of Work and the CONSTRUCTION MANAGER Proposal Scope of Work, the provisions of the CITY Scope of Work shall govern and control but only to the extent of the conflict or inconsistency and no further.

CONSTRUCTION MANAGER's personnel and the specific roles, authority and responsibility of the CONSTRUCTION MANAGER's personnel are subject to the reasonable approval of the CITY. CONSTRUCTION MANAGER will prepare an initial staffing plan. The CONSTRUCTION MANAGER shall designate a Project Director who shall be reasonably satisfactory to the CITY and who shall have the overall responsibility for performance of CONSTRUCTION MANAGER's obligations hereunder and be authorized to act on behalf of the CONSTRUCTION MANAGER in discharge of CONSTRUCTION MANAGER's services hereunder.

1.2.1 Construction Management: As more specifically described in the Scope of Work, CONSTRUCTION MANAGER shall provide services during the pre-bid, construction administration and close-out phases for the Project. CONSTRUCTION MANAGER's Basic Services will also include management, and coordination of all design and specialty consultants,

contractors, vendors, and suppliers' work rendered in connection with the construction of the Project, including coordination of the planning and execution of the project with the City Public Works Director, the City Engineer and the City's Chief Building Official.

1.2.2 Limitations on CONSTRUCTION MANAGER's Authority: In addition to any other restrictions set forth under this Agreement, CONSTRUCTION MANAGER shall not have authority to: (i) issue change orders or otherwise amend the terms of any public works construction contract for the Project; (ii) issue notices of completion; (iii) issue or execute contracts which purport to bind the CITY to the terms and conditions of the contract; and/or (iv) approve payment requests. In the event of any conflict or inconsistency between the provisions of this Section 1.2.2 and the provisions of any other part of this Agreement, including the Scope of Work, the provisions of this Section 1.2.2 shall govern and control. CONSTRUCTION MANAGER and all persons retained or employed by CONSTRUCTION MANAGER shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSTRUCTION MANAGER under this Agreement or is otherwise expressly conferred to the CONSTRUCTION MANAGER in writing signed by the CITY Representatives.

1.2.3 Project Status Reports/Plans: CONSTRUCTION MANAGER shall prepare status reports on a monthly basis for the Project.

1.2.4 Cost Control: CONSTRUCTION MANAGER shall implement a cost control system to assist the CITY in the management of Project construction costs. Such cost control reporting shall include the following: (i) monthly reporting on the status of expenditures and projections of Project construction costs through final completion of the Project; (ii) explanations for major deviations from CONSTRUCTION MANAGER's previous monthly report; and (iii) recommendations to the CITY as to ways to reduce construction costs so as to meet the requirements of a Project's construction budget.

1.2.5 Cash Flow Projections: CONSTRUCTION MANAGER shall prepare quarterly updates of cash flow projections incorporating the projected cash expenditures to cover anticipated Project construction costs, segregating according to expenditures for design costs, construction costs, specialty consultant costs and other expenses in such categories as requested by the CITY.

1.2.6 Review of Project Schedules: CONSTRUCTION MANAGER shall review monthly updates of the Project construction schedule for conformity with the approved baseline schedule. CONSTRUCTION MANAGER shall supervise the performance of Design Professionals, Contractors and specialty consultants in order to achieve adherence to the Project

construction Schedules.

1.2.7 Files: CONSTRUCTION MANAGER shall maintain Project files, including, without limitation, all documents generated by Project team members and Inspectors of Record.

1.2.8 Key Personnel: CONSTRUCTION MANAGER's personnel to be assigned to a Project will be set forth in a Basic Services staffing plan. Such persons shall not be removed or replaced from the Project without the written consent of the CITY, provided that such persons remain in the CONSTRUCTION MANAGER's employ. The CITY shall have the right to request removal of key personnel and approve replacements in its reasonable discretion. The foregoing notwithstanding, if any of CONSTRUCTION MANAGER's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSTRUCTION MANAGER, a threat to persons or property, or if any of CONSTRUCTION MANAGER's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the services contemplated under this Agreement in compliance with terms and conditions of this Agreement or fails or refuses to perform said services in a manner that is acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultants shall be promptly removed by CONSTRUCTION MANAGER and shall not be reassigned to perform any of the Work.

1.2.9 Design Documents: CONSTRUCTION MANAGER shall review in-progress design documents in an effort to assure compliance with the approved Project schedules. Major issues affecting the planning, programming or design progress shall be identified, monitored and reported by CONSTRUCTION MANAGER to the CITY on a regular basis. CONSTRUCTION MANAGER shall hold regular meetings with Project team members to make sure that responsibility as to reported issues is assigned for resolution along with a date for resolution. CONSTRUCTION MANAGER shall ensure that minutes of these meetings are prepared, which minutes shall include the status of major issues discussed, and distribute the minutes to attendees.

1.2.10 Permitting: Working with Design Professionals, CONSTRUCTION MANAGER shall: (i) identify permits, easements or approvals required of reviewing agencies for the Project improvements; (ii) assist the CITY and Design Professionals in assembling the necessary documents for obtaining permits, easements, and approvals; (iii) schedule and monitor the periods of time set aside for obtaining permits and approvals; (iv) report to the CITY any delays which are observed in obtaining permits, easements, and approvals and recommend recovery plans; (v) facilitate the inspection process of reviewing agencies; and (vi) as and when requested, attend meetings necessary to secure permits, easements or approvals of reviewing

agencies.

1.2.11 Pre-Bid: CONSTRUCTION MANAGER shall: (i) assist the CITY with preparation of bid package; (ii) conduct, in conjunction with the CITY, Design Consultants and other appropriate specialty consultants, a pre-bid meeting with potential bidders to identify questions and problems that may arise during the bidding process; (iii) prepare the agenda for and conduct the pre-bid meeting; (iv) conduct the pre-bid job walk; (v) assist in answering bidders' questions, with assistance from the CITY and Design Professionals; and (vi) assist in the preparation of any addenda which may be issued as a result of bidder questions.

1.2.12 Bidding: CONSTRUCTION MANAGER shall assist the CITY in evaluating bids and responding to bid protests or other legal challenges to the bidding or other procurement process.

1.2.13 Building Program Changes: If the bid of the lowest responsible bidder received exceeds the approved Project construction budget, CONSTRUCTION MANAGER shall, if requested, propose such programmatic or other changes in the scope or the quality of the Project or design documents, or both, as would reduce the construction costs to a level consistent with the approved Project construction budget.

1.2.14 Pre-Construction Conference: CONSTRUCTION MANAGER shall prepare the pre-construction conference agenda, hand-out materials, invite the attendees, conduct the meeting and prepare/distribute meeting minutes.

1.2.15 Payments: CONSTRUCTION MANAGER shall: (i) review all invoices and required lien or stop notice payment releases submitted by Contractors, Design Professionals and other Project team members for completeness and to confirm (based on, where appropriate, inspection of the design documents and work) that the portions of the work for which payment is being requested have been produced in accordance with the design and construction Project team member's governing contract; (ii) determine and, if requested by the CITY, certify in writing that the amount and terms of the payment are in accordance with such governing contract; (iii) within thirty (30) days (or such other period of time, longer or shorter, as may be required by law or the terms of the design and construction Project team member's applicable contract) after receipt by the CONSTRUCTION MANAGER, return any invoice found to be incomplete or deficient to the design and construction Project team member in question along with a detailed explanation of the reason for rejection; (iv) prepare the necessary progress payment spreadsheets to track the expenses; (v) make recommendations when circumstances warrant issuance of payments jointly to subcontractors and contractors; and (vi) forward invoices which CONSTRUCTION MANAGER recommends and approves for payment to the CITY Representative(s), bearing a statement and signature confirming that it is "recommended for payment" by CONSTRUCTION MANAGER.

1.2.16 Construction Representatives: CONSTRUCTION MANAGER shall provide a competent representative or representatives, as appropriate and acceptable to the CITY, who shall be present at the Project site to do the following: (i) provide administration of the Contract Documents and as required by this Agreement; and (ii) act as the conduit of communication between the Contractor and the CITY, Design Professional and other Project team members. CONSTRUCTION MANAGER hereby designates **[INSERT NAME OF CONSTRUCTION MANAGER]** to act as its representative for the performance of this Agreement (hereinafter, "CM Representative"). The CM Representative shall have full authority to represent and act on behalf of the CONSTRUCTION MANAGER for all purposes under this Agreement. CM Representative or his designee shall supervise and direct the performance of the services and tasks contemplated under this Agreement, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CM Representative shall constitute notice to CONSTRUCTION MANAGER.

1.2.17 CITY's Representatives: The CITY hereby designates **[INSERT CITY REPRESENTATIVE]** (hereinafter, the "CITY Representatives") to act as its representative for the performance of this Agreement. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSTRUCTION MANAGER shall not accept directions or orders from any person other than the CITY Representative or her designee.

1.2.18 Construction Administration: With the assistance of the Design Professional, CONSTRUCTION MANAGER shall administer the construction contract in accordance with the terms and conditions of the construction contract and provide management, administrative and related services required to coordinate the work of the Contractor, Design Professionals and other Construction Project team members.

1.2.19 Project Records: Throughout the Project, CONSTRUCTION MANAGER shall ensure that Project records and logs are recorded, prepared and maintained, as appropriate, concerning meeting minutes, Contract Documents, bulletins, submittals, requests for information or clarification, change orders, field directives, change order requests, schedules, schedule updates, time extension requests, claims, correspondence, compliance certification and other related documents, including revisions and amendments thereto.

1.2.20 Change Orders, Field Orders: Subject to section 1.2.2., above, when additions, changes or deletions in the work become necessary, CONSTRUCTION MANAGER shall: (i) assemble all back up documentation to substantiate the cost and scope of the proposed change order or field order; (ii) transmit the same to the Contractor for response or execution; (iii) as requested by CITY, validate Contractor's estimates

and/or prepare independent estimates of change order requests, field orders and proposed change orders; (iv) upon receipt of Contractor's cost/time proposal, review it for entitlement, evaluate Contractor's pricing and/or schedule impact request, and schedule meetings for review, negotiation and settlement of the proposed change orders; (v) negotiate the change orders with Contractor; (vi) set forth and substantiate in the change order documents CONSTRUCTION MANAGER's recommendations to the CITY as to the acceptability of the Contractor's proposals; (vii) upon final approval by the CITY, forward change order for processing and prepare and distribute a change order and field order report including all approved change orders and field orders by number, brief descriptions of the work and the cost/time established; and (viii) verify that the change order and field order work and any adjustments of time have been incorporated into the Project schedule and Contractor's schedules for performance. CONSTRUCTION MANAGER shall collect Contractor's time and material sheets at the end of each day for labor, materials and equipment used to perform change order work.

1.2.21 Submittals: CONSTRUCTION MANAGER shall oversee expediting the processing and approval of Contractor's submittals and track progress of timely review and approval of submittals.

1.2.22 Submittal Schedule: CONSTRUCTION MANAGER shall: (i) monitor submittal submission for compliance with the submittal schedule; (ii) report on deviations from Contractor's submittal schedule caused by delays in submittals; and (iii) develop recovery plans if submittals or approval should threaten to delay substantial or final completion of the Project.

1.2.23 Equipment, Furnishings: With appropriate input from the CITY, CONSTRUCTION MANAGER shall coordinate and with the construction schedule the purchase, fabrication and delivery of all furniture, furnishings and equipment purchased by the CITY for the Project, as well as of any other materials, systems or equipment purchased directly by CITY for the Project.

1.2.24 Schedule of Values: CONSTRUCTION MANAGER shall: (i) review Contractor's schedule of values; (ii) compare payment requests in relation to Contractor's schedule of values for each major component of construction; and (iii) make recommendations for any necessary adjustments based on CONSTRUCTION MANAGER's evaluation of the reasonableness of trade line item costs and the status of buyout of such trade line items.

1.2.25 Construction Schedule and Updates: CONSTRUCTION MANGER shall, on a monthly basis: (i) receive, review, analyze and comment to CITY on the as-built progress of the Project as compared to the Project Schedule; (ii) check that the schedule of performance is prepared according to the Contract Document requirements and that the completion dates comply with the Contract Documents; (iii) conduct meetings as necessary in an

effort to conform the schedule of performance to the Contract Documents and approve or reject proposed changes to the schedule; (iv) once finalized and approved, monitor and request three-week look-ahead updates of the schedule; (v) report to CITY on deviations in as-built progress from such schedule that could jeopardize the scheduled dates for substantial completion, final completion, occupancy or other milestones relative to the Project; (vi) work with Contractor to develop recovery plans if schedule slippage occurs; (vii) recommend necessary actions to the CITY should the Contractor fail to correct schedule variances; (viii) prepare a report summarizing Contractor's progress, the percentage complete for each construction activity indicated and any recommendations concerning alternative actions needed to achieve compliance by Contractor with the schedule approved by CONSTRUCTION MANAGER; and (ix) and, if requested, review and make a recommendation to CITY regarding a written request from Contractor for a time extension.

1.2.26 Construction Costs: CONSTRUCTION MANAGER will monitor the construction costs and advise the CITY of the financial condition of the Project by: (a) Development of Project cash flow reports, forecasts and other financial reports to the CITY, including those reflecting variations between actual construction costs and the construction costs budget and estimated costs of unperformed Project activities; (b) Maintaining records reflecting the actual costs for activities completed or in progress, including records relating to work performed on a unit cost basis and additional work performed by the Contractor on a time and materials basis; (c) Monitor and advise the CITY of costs pertaining to potential, pending and completed changes to the construction contract; and (d) Advising and making recommendations to the CITY for adjustments to the construction cost budget relative to actual or anticipated construction cost.

1.2.27 Applications for Progress Payments: CONSTRUCTION MANAGER will participate in the review and disbursement of Progress Payments to the Contractor and in consultation with the CITY, the Inspector of Record, the Program Manager and Design Professional, make recommendations for the disbursement of Progress Payments to the Contractor as follows: (a) CONSTRUCTION MANAGER will assist in the development of procedures for submittal, review, processing and disbursement of Progress Payments to Contractor, along with associated forms and reporting systems; (b) Based upon CONSTRUCTION MANAGER's observations and evaluations of each Application for Progress Payment, CONSTRUCTION MANAGER will review and certify to the CITY the amount due on each such Application for Progress Payment; CONSTRUCTION MANAGER's certifications constitute a representation to the CITY that, based on CONSTRUCTION MANAGER's observations at the Project site, the data in each Application for Progress Payment, and to the best of CONSTRUCTION MANAGER's knowledge, information and belief, the work has progressed to the point indicated in the Application for Progress Payment, and the quality of the work is in

generally in accordance with the Contract Documents for the construction contract; and (c) CONSTRUCTION MANAGER's representations relative to Applications for Progress Payment are subject to an evaluation of the work for conformity with the Contract Documents for the construction contract(s) upon substantial completion, results of subsequent tests and procedures, minor deviations from the Contract Documents correctable prior to completion and any specific qualifications expressed by CONSTRUCTION MANAGER in its certification. CONSTRUCTION MANAGER's issuance of a Certificate pursuant to the preceding shall be a representation that the Contractor(s) is/are entitled to payment in the amount so certified and that all applicable lien releases have been submitted by the Contractor.

1.2.28 Staffing: CONSTRUCTION MANAGER shall (i) evaluate monthly, at a minimum, the adequacy of Contractor's staffing of the Project and the availability of materials and equipment needed to meet approved schedules; (ii) recommend courses of action when the approved schedule is not being met; and (iii) prepare any directives which require any Contractor or other Design Professional and construction Project team member to increase personnel, work hours or efforts to expedite delivery of materials, which become necessary due to delay.

1.2.29 Monthly Progress Reports: CONSTRUCTION MANAGER shall, for the duration of construction of each Project, prepare a monthly progress report which shall include, without limitation, an executive summary, financial information (such as but not limited to budget vs. actual (forecast to complete) cost information), cash flow projections, and field order summary status reports, submittal status reports, status of requests for information, a narrative of the work progress and major tasks completed, key progress photos, claims identification and status, schedule update, identification of major problems encountered along with corrective action taken or recommended. Said monthly reports shall be made available to the CITY in an electronic format.

1.2.30 Defective Work: Based upon CONSTRUCTION MANAGER's site observations, CONSTRUCTION MANAGER shall, in accordance with CONSTRUCTION MANAGER's standard of care, endeavor to guard the CITY against defects and deficiencies in construction and workmanship on the basis of its site observations and to monitor the workmanship of the Contractor for conformity with: (a) accepted industry standards; (b) applicable laws, codes, regulations, ordinances or rules in the performance of the construction contracts; and (c) and the requirements of the construction contracts. Whenever in the ordinary course of discharging its services hereunder the CONSTRUCTION MANAGER shall discover or observe patent conditions of defective or deficient construction or workmanship which has or may have an adverse impact upon building life-safety systems or operations, structural elements or integrity or the safety of persons or property, the CONSTRUCTION MANAGER shall take prompt action appropriate under the circumstances,

including stopping the work and thereupon notifying the CITY in writing. In other circumstances where defective or deficient Work is observed by the CONSTRUCTION MANAGER, the CITY shall be notified in writing of such conditions and if directed by the CITY, the CONSTRUCTION MANAGER shall stop or reject such Work. The CONSTRUCTION MANAGER's responsibilities hereunder shall be limited to defective or deficient work of an apparent or patent nature.

1.2.31 Testing, Disposals: CONSTRUCTION MANAGER shall monitor Contractor's coordination of services of independent testing laboratories and formal inspections by review agencies and Design Professionals for in-place work; receive and file written reports; review reports for necessary corrective action; and monitor corrective action to ensure that such work is consistent with the Contract Documents.

1.2.32 Claims: CONSTRUCTION MANAGER shall assist CITY with: (i) the analysis of any claims related to the Project; (ii) maintain Project records and documents to support this effort; (iii) after consultation with the CITY, work to discuss and resolve any outstanding claims with the party(ies) asserting same; and (iv) work with the CITY in negotiating settlement of and preparing final settlement documents for settlement of claims, as required and approved by CITY; provided that any services provided by CONSTRUCTION MANAGER for a new claim submitted by a Contractor after sixty (60) days of CITY's acceptance of the Project shall be considered Additional Services.

1.2.33 Inspection: CONSTRUCTION MANAGER shall, jointly with the Inspector of Record and Design Professionals: (i) conduct a thorough inspection of the work of the Project; (ii) prepare detailed punch-lists for issuance to Contractor; (iii) verify and document completion of punch-list activities in determining substantial and final completion of the Project; and (iv) notify Contractors of substantial completion, final completion and acceptance of the Project.

1.2.34 Substantial Completion: When the CONSTRUCTION MANAGER considers the Contractor's work for a Project, or a portion thereof designated for early occupancy, to be substantially complete, the CONSTRUCTION MANAGER shall initiate the appropriate steps to obtain required occupancy permit and to confirm that the conditions to substantial completion have been accomplished.

1.2.35 Punch Lists: Following substantial completion of the Work, or upon designation of a portion of the Work for early occupancy, the CONSTRUCTION MANAGER shall ensure: (i) reparation of a punch-list of minor and corrective items to be completed; (ii) distribution of the punch-list to the Contractor for action; and (iii) confirmation that all punch-list items have been completed in accordance with the Contract Documents prior to Final Completion.

1.2.36 Operational Testing: CONSTRUCTION MANAGER shall ensure that the following is performed: (i) final testing of utilities, operational systems and equipment for readiness; (ii) start-up and testing of all systems and equipment; (iii) start-up and training sessions; and (iv) documenting the occurrences thereof for close-out of the construction contracts.

1.2.37 Move In, Occupancy: CONSTRUCTION MANAGER shall assist the CITY to: (i) develop occupancy schedules; (ii) develop and implement transition and move-in schedules and plans; (iii) assist CITY and Contractor in obtaining all certificates of occupancy required for occupancy of the Project (or portions thereof designated for early occupancy); and (iv) assist CITY in taking beneficial occupancy (whether occurring prior to, at or after substantial completion).

1.2.38 Final Payment to the Contractors: Upon Final Completion of the Project, CONSTRUCTION MANAGER shall: (i) receive, review and recommend for payment Contractor's final application for payment requesting release of retention; (ii) confirm that all Record Documents required by the Contract Documents have been received; (iii) if any of the items required to be submitted by any design and construction Project team member have not been submitted, obtain completed items from the appropriate parties; (iv) notify the CITY of any items required for Final Completion that have not been submitted and of what actions CONSTRUCTION MANAGER is taking, or recommends, to obtain such items; (v) do not recommend for payment Contractor's final application for payment until all punch-list items have been completed and all documents required to be submitted by Contractor under the Contract Documents have been received; and (vi) work to resolve any outstanding payment issues, claims or other disputes.

1.2.39 Close-Out Documents: CONSTRUCTION MANAGER shall: (i) review and confirm the completeness and accuracy of the As-Builts/Record Drawings prepared by Contractor and, if significant discrepancies are noted, notify CITY and Program Manager of same and perform such follow-up as may be necessary to assure that corrections are made; and (ii) obtain and transmit warranties, keys, manuals, As-Builts and maintenance stocks as required by the Contract Documents.

1.2.40 Audit: CONSTRUCTION MANAGER shall assist CITY in requesting, conducting and summarizing the results of cost reviews of Contractor's books and records that may be requested by CITY or the independent auditor of the CITY in connection with the review of the Contractor's applications for payment, change orders, field orders or claims; and report to CITY at once if it determines that any request or claim by Contractor contains any statement that is false or materially misleading; and assist in investigating any allegations that Contractor has submitted a false claim in violation of Government Code §§12650, et seq.

1.2.41 Independent Reviews: A Project may be subject to independent reviews conducted by a CITY Consultant. CONSTRUCTION MANAGER shall

cooperate with all such reviews by CITY Consultant.

1.2.42 Certification by CONSTRUCTION MANAGER: CONSTRUCTION MANAGER certifies that it: (i) is properly qualified under the laws and regulations of the State of California to provide the professional Basic Services that it has herein agreed to perform; (ii) is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code; (ii) it will comply with those provisions before commencing the performance of the services of this Agreement; (iv) is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since CONSTRUCTION MANAGER is performing services as part of an applicable "public works" or "maintenance" project, and since the total compensation is One Thousand Dollars ($1,000) or more, CONSTRUCTION MANAGER agrees to fully comply with and to require its consultant(s) to fully comply with all applicable prevailing wage requirements of the California Labor Code.

1.2.43 Additional Services: Additional services require pre-authorization in writing by CITY. When Additional Services are authorized, they shall be provided by CONSTRUCTION MANAGER and shall be paid in the same manner as applicable to Basic Services as set forth under Article II of this Agreement. The following services are not covered by this subsection, CONSTRUCTION MANAGER's Basic Services, of this Agreement and are to be considered Additional Services:

(i) Services for repairs of damages to a Project unless caused, in whole or in part, by CONSTRUCTION MANAGER's negligence or intentional acts;
(ii) Additional services caused by the delinquency or insolvency of Contractor; and
(iii) When directed by CITY in writing, (a) the employment of special consultants, (b) the preparation of special delineations and models.

1.3 PROJECT SCHEDULE:

1.3.1 Time for Completion: Time is of the essence and failure of CONSTRUCTION MANAGER to perform services on time as specified in this Agreement, is a material breach of this Agreement. It shall not be a material breach if a delay is reasonably unforeseeable and beyond CONSTRUCTION MANAGER's reasonable control.

1.3.2 The completion times set forth herein are binding, unless extended in writing by CITY.

1.3.3 Delays: Except as otherwise provided herein, any time during which CONSTRUCTION MANAGER is delayed by acts of negligence of CITY or

its employees or those in a direct contractual relationship with CITY or by Force Majeure Circumstances which delays were not or could not have been reasonably foreseen and provided for, and which are not due to any fault or negligence on the part of CONSTRUCTION MANAGER, is included in the amount of CONSTRUCTION MANAGER compensation in Article II. CITY shall not be liable for the damages to CONSTRUCTION MANAGER on account of such delays.

1.3.4 Notice of Delay: CONSTRUCTION MANAGER shall, immediately upon ascertainment, notify CITY of any delay in: (i) the preparation and/or production of any of CONSTRUCTION MANAGER's documents hereunder, (ii) CONSTRUCTION MANAGER's services, or (iii) connection with any matter attended to by CONSTRUCTION MANAGER or with which CONSTRUCTION MANAGER is familiar (whether or not as the result of an act or omission of another) which would affect or delay the Project or the Project Schedule. CONSTRUCTION MANAGER shall consult and advise CITY in connection with any such delay in its effect on the Project Schedule and shall take such action on CITY's behalf as CITY may request in accordance with the terms and conditions of this Agreement.

1.3.5 Specific Response Time: CITY may, in its sole discretion, establish a reasonable response time standard for CONSTRUCTION MANAGER's performance of services: e.g., review and approval of shop drawings, preparation of change orders and field orders, interpretation of Contract Documents, or review of requests to substitute materials. These specific response times shall be considered to be reasonable and CONSTRUCTION MANAGER will not exceed them unless, at the time of the action which necessitates a response, CONSTRUCTION MANAGER indicates that a longer response time is necessary and gives a written explanation of the reasons why an extended response time will be needed. Any extension of the response time must be approved by CITY. Insufficiency of personnel shall not be an adequate excuse for delay by CONSTRUCTION MANAGER or CONSTRUCTION MANAGER's Consultants.

1.4 PROSECUTION OF WORK: The Parties agrees as follows:

A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a Notice to Proceed to CONSTRUCTION MANAGER. CONSTRUCTION MANAGER shall complete the various tasks identified in the Scope of Work, defined above, and shall complete all services and tasks contemplated under this Agreement no later than the earlier of the following: (i) sixty (60) calendar days following the date upon which the City Council has accepted the Project as complete and has authorized the recordation of a final Notice of Acceptance for all of the Project Work; (ii) **[INSERT COMPLETION DATE]** (the "Completion Date").

B. CONSTRUCTION MANAGER shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONSTRUCTION MANAGER shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;

C. CONSTRUCTION MANAGER shall not claim or be entitled to receive any compensation or damage because of the failure of CONSTRUCTION MANAGER, or its subconsultants, to have related services or tasks completed in a timely manner;

D. CONSTRUCTION MANAGER shall at all times enforce strict discipline and good order among CONSTRUCTION MANAGER's employees; and

E. CONSTRUCTION MANAGER, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.5 DEFINITIONS: For purposes of this Agreement the following terms shall have the meaning provided in this Section below:

1.5.1 Additional Services: "Additional Services" shall mean those services in addition to CONSTRUCTION MANAGER's Basic Services that are provided by CONSTRUCTION MANAGER and authorized in writing by CITY and/or assigned and authorized by the CITY MANAGER, the Public Works Director or the City Engineer.

1.5.2 As-Built/Record Drawings: "As-Built/Record Drawings" shall mean the final set of drawings prepared by CONSTRUCTION MANAGER that incorporates all changes from all Record Drawings, sketches, details, and clarifications.

1.5.3 Bid: "Bid" shall mean the written proposal submitted to CITY by a construction contractor in accordance with the Bid Set for the construction of the Project

1.5.4 Bid Set: "Bid Set" shall mean the plans, drawings, and specifications at the end of the Construction Document Phase that DSA has approved and that CITY can use to go out to bid for construction of the Project.

1.5.5 Bidder: "Bidder" shall mean the person or entity submitting a Bid.

1.5.6 Budgeted Construction Cost: "Budgeted Construction Cost" shall mean CITY's estimated total cost for construction determined at CITY's discretion, excluding CONSTRUCTION MANAGER's fee and excluding the cost of services and materials furnished by CITY.

1.5.7 CONSTRUCTION MANAGER's Consultants: "CONSTRUCTION MANAGER's Consultants" shall mean persons properly skilled and licensed as required employed at CONSTRUCTION MANAGER's sole

expense.

1.5.8 Contract Documents: "Contract Documents" shall mean those documents that are required for the actual construction of a Project, including but not limited to the agreement between CITY and Contractor (defined below); complete working drawings and specifications setting forth in detail the work necessary for constructing the Project to be done and the materials, workmanship, finishes and equipment required for construction of structural, mechanical, electrical systems and utility service-connected equipment and site work, including but not limited to the "Construction Documents" as used in this Agreement.

1.5.9 Contractor: "Contractor" shall mean the general contractor, contractors, or specialty contractor(s) ultimately selected to perform work on a Project or any replacement(s).

1.5.10 Design Professional: "Design Professional" shall mean the architect or engineer of record for a Project.

1.5.11 Estimated Project Construction Cost: "Estimated Project Construction Cost" shall mean the estimate, including the "Major Categories of Work" of the projected construction cost representative of the documents and specifications prepared under the direction of the CONSTRUCTION MANAGER with respect to each phase document development.

1.5.12 Force Majeure Circumstances: Unavoidable circumstances beyond the control of the CONSTRUCTION MANAGER, INCLUDING, but not limited to Acts of God, strikes, lockouts, labor disputes, inability to obtain labor or materials or reasonable substitutes therefore, emergency governmental restrictions, regulations and controls, judicial orders, enemy or hostile governmental action, civil commotion, fine or other casualty that interferes with CONSTRUCTION MANAGER's ability to complete its services or complying with its obligations under this Agreement.

1.5.13 Inspector of Record: "Inspector of Record" or "IOR" shall mean a certified Inspector and specialty inspector, approved by the CITY. The IOR is tasked to act in an on-site capacity and to conduct filed inspections of the Project during construction.

1.5.14 Project Budget: "Project Budget" shall mean the latest Estimated Project Construction Cost, including hard and soft cost as approved by CITY.

1.5.15 Project Schedule: "Project Schedule" shall mean the entire series of events necessary to design and construct a Project and encompasses the CONSTRUCTION MANAGER's, Contractor's and other consultant's work.

1.5.16 Revised Agreed Cost Estimate: "Revised Agreed Cost Estimate" includes an estimate of the cost of all work shown on the final working drawings and specifications from the Construction Document Phase.

1.6 MISCELLANEOUS TERMS AND CONDITIONS:

1.6.1 Ownership of Documents Prepared for Project:

(i) License: This Agreement creates a nonexclusive and perpetual license for CITY to use, at its discretion, all plans, specifications, original, or reproducible transparencies of working drawings and master plans, preliminary sketches, and all other documents prepared by CONSTRUCTION MANAGER pursuant to this Agreement.

(ii) Termination: Following the termination of CONSTRUCTION MANAGER's services, for any reason, as provided under Article IV (Termination), below, or abandonment of all or a portion of the Project, CITY may utilize the completed drawings, specifications, estimates, and other completed construction documents prepared under this Agreement by CONSTRUCTION MANAGER as it sees fit. CONSTRUCTION MANAGER shall deliver to CITY the following documents upon CITY's written request: (a) One set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format; and (b) All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by CONSTRUCTION MANAGER under this Agreement.

(iii) After completion of a Project, CONSTRUCTION MANAGER shall not permit reproductions to be made of any CITY owned documents without the approval of CITY and shall refer all requests by other persons to CITY.

(iv) CONSTRUCTION MANAGER shall not use the drawings or plans produced for CITY on any other project without CITY's prior written consent or work product. CONSTRUCTION MANAGER shall defend and indemnify CITY from any claim that such documents infringe the copyright or trade secrets of another.

1.6.2 Reuse of Documents Prepared for a Project: CITY as the sole owner of all documents prepared for a Project, reserves the right to reuse all or part of those documents at its sole discretion for the construction of all or part of another project constructed for CITY. Notwithstanding the fact that CONSTRUCTION MANAGER prepared may have prepared these documents or work product, in the event the documents are reused, CITY shall not be bound by this Agreement to employ the services of CONSTRUCTION MANAGER.

1.6.3 Standardized Manufactured Items: CONSTRUCTION MANAGER shall consult and cooperate with CITY's staff in the use and selection of

manufactured items to be used in the Project. Manufactured items, including, but not limited to, paint, finish hardware, plumbing fixtures and equipment, roofing materials, and floor covering shall be standardized to CITY's criteria so long as those criteria do not seriously interfere with building design and/or governing codes.

1.6.4 Audit/Inspection of Records: CONSTRUCTION MANAGER shall keep and maintain all documents and complete records prepared by or furnished to CONSTRUCTION MANAGER during the course of performing the Basic Services on the Project for at least ten (10) years following completion of the Project. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under this Agreement, and invoices, payrolls, timecards, reimbursement requests and records and all other data related to matters covered by this Agreement. CONSTRUCTION MANAGER shall maintain complete records of all hours worked and submitted to CITY for compensation under this Agreement. CONSTRUCTION MANAGER shall permit CITY to audit, examine and make copies, excerpts and transcripts from such records and the records and documents of all consultants of CONSTRUCTION MANAGER during CONSTRUCTION MANAGER's regular business hours upon twenty-four hours prior written notice from CITY. CITY's rights under this Section 1.6.4 shall survive the termination or expiration of this Agreement.

1.6.5 Change Orders Caused by CONSTRUCTION MANAGER: CONSTRUCTION MANAGER shall be responsible for the cost of construction change orders caused directly by CONSTRUCTION MANAGER's willful misconduct or negligent acts, errors or omissions. Without limiting CONSTRUCTION MANAGER's liability for indirect cost impacts, the direct costs for which CONSTRUCTION MANAGER shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared construction documents. These amounts shall be paid by CONSTRUCTION MANAGER to CITY or CITY may withhold those costs from amounts owing to CONSTRUCTION MANAGER. Neither CITY's review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and CONSTRUCTION MANAGER shall remain liable to CITY in accordance with this Agreement for all damages to CITY caused by CONSTRUCTION MANAGER's failure to perform any of the services furnished under this Agreement to the standard of care of CONSTRUCTION MANAGER for its services, which shall be, at a minimum, the standard of care of CONSTRUCTION MANAGER's performing similar work for municipalities in or around the same geographic area of CITY. Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this

Agreement shall not be construed against any party as the drafter of the Agreement.

II.
COMPENSATION

2.1 APPROVED RATE SCHEDULE: CONSTRUCTION MANAGER shall perform the various services and tasks set forth in the Scope of Work in accordance with the hourly rates and fees set forth in that certain document entitled **"[INSERT NAME OF FEE SCHEDULE]"** (hereinafter, the "Fee Schedule"), **[INSERT DATE OF FEE SCHEDULE]** which is attached and incorporated and incorporated hereto as **Exhibit "C"**.

2.2 Section 2.1 notwithstanding, CONSTRUCTION MANAGER's total compensation during any single CITY fiscal year shall not exceed the aggregate sum of **[INSERT NOT-TO-EXCEED SUM SPELLED OUT] ($[INSERT NUMBER AMOUNT])** (hereinafter, the "Not-to-Exceed Sum"). CONSTRUCTION MANAGER further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks. In the event CONSTRUCTION MANAGER requires additional time to complete the services and tasks and the need for such additional time is not caused either in whole or in part by CITY, CONSTRUCTION MANAGER shall not receive compensation in excess of the Not-to-Exceed Sum for any services or tasks performed by CONSTRUCTION MANAGER beyond the initial completion date in order to complete the services and tasks.

2.3 CONTINGENCY: Subject to any applicable restrictions set forth under the El Monte Municipal Code as the same may be amended from time to time or applicable State Law, CITY, in its sole and absolute discretion, may authorize expenditures in excess of the Not-to-Exceed Sum without further City Council approval provided such additional expenditures do not cumulatively exceed an amount equal to ten percent (10%) of the Not-to-Exceed Sum. Any such additional expenditures must be approved by the City Manager in writing before they may be incurred.

2.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSTRUCTION MANAGER shall submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSTRUCTION MANAGER's monthly compensation is a function of hours worked by CONSTRUCTION MANAGER's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing specific services or tasks, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify

CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER.

III.
INSURANCE

3.1 INSURANCE REQUIREMENTS:

3.1.1 Commercial General Liability and Property Damage Insurance: CONSTRUCTION MANAGER shall maintain commercial general liability insurance with liability limits of not less than One Million Dollars ($1,000,000) for death, bodily injury, personal injury, and property damage liability, combined single limit, insuring comprehensive general liability of CONSTRUCTION MANAGER, its agents, employees, its authorized representatives, and CONSTRUCTION MANAGER's Consultants arising out of and in connection with the performance of Basic Services by CONSTRUCTION MANAGER on the Project, including the operation of motor vehicles.

3.1.2 Professional Liability Insurance: CONSTRUCTION MANAGER shall obtain and, continuously until the termination of any statute of limitations applicable to claims which might arise on account of the design and construction of the Project, maintain in full force and effect a claims-made policy covering negligence, malpractice, errors and omissions in the performance by CONSTRUCTION MANAGER of its services hereunder, in an amount not less than One Million Dollars ($1,000,000).

3.1.3 Workers' Compensation: CONSTRUCTION MANAGER shall maintain Workers' Compensation insurance with policy limits equal to the required statutory limits covering all employees of CONSTRUCTION MANAGER.

3.1.4 Employer's Liability: CONSTRUCTION MANAGER shall obtain and shall maintain employer's liability insurance of at least One Million Dollars ($1,000,000) per accident for bodily injury or disease.

3.1.5 Valuable Document Insurance: CONSTRUCTION MANAGER shall carry adequate insurance on all drawings and specifications as may be required to protect CITY in the amount of its full equity in those drawings and specifications, and shall file with CITY a certificate of that insurance. The cost of that insurance shall be paid by CONSTRUCTION MANAGER, and CITY shall be named as an additional insured.

3.1.6 Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(i) The City of El Monte and the City of El Monte's elected and

appointed officials, officers, employees, agents and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of CONSTRUCTION MANAGER; instruments of service and completed operations of CONSTRUCTION MANAGER; premises owned, occupied or used by CONSTRUCTION MANAGER; or automobiles owned, leased, hired or borrowed by CONSTRUCTION MANAGER. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

(ii) For any claims related to the Project, CONSTRUCTION MANAGER's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of CONSTRUCTION MANAGER's insurance and shall not contribute with it.

(iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

(iv) CONSTRUCTION MANAGER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.1.7 General Insurance Matters: All of CONSTRUCTION MANAGER's insurance required under this Agreement shall:

(i) Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A: VII as rated in the most recent edition of Best's Insurance Reports. CONSTRUCTION MANAGER shall notify CITY in writing if any of its insurer(s) have an A.M. Best rating of less than A: VII. At the option of CITY, either 1) CITY can accept the lower rating; or 2) CONSTRUCTION MANAGER shall be required to procure insurance from another insurer.

(ii) Contain an endorsement or certificate executed by the insurance company, requiring thirty (30) days' written notice by certified mail, return receipt requested has been given to CITY from the insurance company to both parties before cancellation or termination. CONSTRUCTION MANAGER shall promptly notify CITY of any material change in the coverage, scope, or amount of any policy.

(iii) All such insurance shall be primary insurance and any insurance of CITY shall be excess coverage for benefit of CITY only and non-contributory.

(iv) Prior to commencing any work required under this Agreement

CONSTRUCTION MANAGER shall furnish CITY with certificates of insurance showing maintenance of the required insurance coverage. Original endorsements affecting general liability and automobile liability coverage shall be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy carried by CONSTRUCTION MANAGER shall be deposited with CITY within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy. If CONSTRUCTION MANAGER fails to provide the required insurance, CITY may in its sole and absolute discretion obtain such insurance at CONSTRUCTION MANAGER's expense and withhold the cost of any such insurance plus a ten percent (10%) administrative fee from any amounts due and owing to CONSTRUCTION MANAGER under this Agreement.

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. CONSTRUCTION MANAGER acknowledges that CITY would not enter into this Agreement in the absence of CONSTRUCTION MANAGER's commitment to indemnify, defend and protect CITY as set forth herein.

4.2 To the fullest extent permitted by law, CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER'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 CONSTRUCTION MANAGER under this Agreement any amount due CITY from CONSTRUCTION MANAGER as a result of CONSTRUCTION MANAGER's failure to pay CITY promptly any indemnification arising under this Article and related to CONSTRUCTION MANAGER'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 CONSTRUCTION MANAGER under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSTRUCTION MANAGER in the performance of this Agreement. In the event CONSTRUCTION MANAGER fails to obtain such indemnity obligations from others as required herein, CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER's subcontractors or any other person or entity involved by, for, with or on behalf of CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 FOR CONVENIENCE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving CONSTRUCTION MANAGER written notice specifying the effective date of such termination for convenience. Upon such termination for convenience, CONSTRUCTION MANAGER shall be compensated only for those services and tasks which have been performed by CONSTRUCTION MANAGER up to the effective date of the termination. CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER to provide all finished or unfinished work product

including those materials referenced under subsection 1.6.1 (Ownership of Documents Prepared for Project), and other information of any kind prepared by CONSTRUCTION MANAGER connection with the performance of the services and tasks contemplated under this Agreement. CONSTRUCTION MANAGER shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CONSTRUCTION MANAGER pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 TERMINATION FOR CAUSE (EVENTS OF DEFAULT; BREACH OF AGREEMENT):

5.2.1 In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.2 and 5.2.3 below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

5.2.2 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSTRUCTION MANAGER 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, CONSTRUCTION MANAGER may submit a written request for additional time to cure the Event of Default upon a showing that CONSTRUCTION MANAGER has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection 5.2.2(i) that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

(ii) Within fourteen (14) calendar days of CITY's issuance of a Default

Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, Construction Manger may submit a written request for additional time to cure the Event of Default upon a showing that CONSTRUCTION MANAGER has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection 5.2.2(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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER shall include, but shall not be limited to the following: (i) CONSTRUCTION MANAGER's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSTRUCTION MANAGER'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) CONSTRUCTION MANAGER'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 CONSTRUCTION MANAGER, whether voluntary of involuntary; (v) CONSTRUCTION MANAGER's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSTRUCTION MANAGER relating to this Agreement is false, misleading or erroneous in any material respect.

5.2.3 CITY shall cure any Event of Default asserted by CONSTRUCTION MANAGER within forty-five (45) calendar days of CONSTRUCTION MANAGER'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.

5.2.4 CITY, in its sole and absolute discretion, may also immediately suspend CONSTRUCTION MANAGER's performance under this Agreement pending CONSTRUCTION MANAGER's cure of any Event of Default by giving CONSTRUCTION MANAGER written notice of CITY's intent to suspend CONSTRUCTION MANAGER'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, CONSTRUCTION MANAGER shall be compensated only for those services and tasks which have been rendered by CONSTRUCTION

MANAGER 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.

5.2.5 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.

5.2.6 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 CONSTRUCTION MANAGER, the CITY may immediately terminate this Agreement in whole or in part;
(ii) Upon written notice to CONSTRUCTION MANAGER, 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 CONSTRUCTION MANAGER's breach of the Agreement or to terminate the Agreement; or
(iv) The CITY may exercise any other available and lawful right or remedy.

CONSTRUCTION MANAGER 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.

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

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

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The provisions of this Article shall survive the termination or expiration of this Agreement. The

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

VI.
MISCELLANEOUS PROVISIONS

6.1 ABANDONMENT OF WORK: In the event CONSTRUCTION MANAGER ceases to perform the services and tasks contemplated under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement r, CONSTRUCTION MANAGER shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSTRUCTION MANAGER in the performance of this Agreement, including those documents referenced under subsection 1.6.1 (Ownership of Documents Prepared for Project). Furthermore, CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER's cessation or abandonment. This Section shall survive the expiration or termination of this Agreement.

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

6.3 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSTRUCTION MANAGER or under CONSTRUCTION MANAGER's strict supervision. CONSTRUCTION MANAGER will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSTRUCTION MANAGER on an independent contractor basis and not as an employee. CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER'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

CONSTRUCTION MANAGER are not employees of CITY and shall at all times be under CONSTRUCTION MANAGER's exclusive direction and control. CONSTRUCTION MANAGER shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSTRUCTION MANAGER shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

6.4 COMPLIANCE WITH LAWS: CONSTRUCTION MANAGER further agrees to keep itself informed of and in compliance with all other applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSTRUCTION MANAGER's compliance with applicable laws shall include, without limitation, compliance with all applicable Cal/OSHA requirements.

6.5 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: In the performance of this Agreement, CONSTRUCTION MANAGER shall not discriminate against any employee, subcontractor, subconsultants, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition. CONSTRUCTION MANAGER shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

6.6 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSTRUCTION MANAGER and all persons retained or employed by CONSTRUCTION MANAGER are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSTRUCTION MANAGER shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants.

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

6.8 FALSE CLAIMS ACT: CONSTRUCTION MANAGER warrants and represents that neither CONSTRUCTION MANAGER nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSTRUCTION MANAGER 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.

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

CONSTRUCTION MANAGER:	**CITY:**
[INSERT NAME OF CONSTRUCTION MANAGER]	City of El Monte
[INSERT ADDRESS]	Public Works Department
Attn: **[INSERT NAME OF CONTACT]**	11333 Valley Boulevard
Phone: **[INSERT PHONE NO.]**	El Monte, CA 91731
	Attn: Public Works and Utilities Director
	Phone: (626) 580-2073

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

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

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

6.12 CITY'S RIGHT TO EMPLOY OTHER CONSTRUCTION MANAGERS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSTRUCTION MANAGER.

6.13 PROHIBITED INTERESTS: CONSTRUCTION MANAGER warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSTRUCTION MANAGER, to solicit or secure this Agreement. Further, CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making

of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

6.18 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.

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

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

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

6.22 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.

6.23 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of any exhibits attached hereto, the provisions of this Agreement shall govern and control but only to the extent of the conflict or inconsistency and no further.

6.24 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSTRUCTION MANAGER prior to the execution of this Agreement. No statements, representations, or other agreements, whether oral or written, made by any Party, which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.21, above.

6.25 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart shall be valid or binding unless made to all three counterparts in conformity with Section 6.21, above. One fully executed original counterpart shall be delivered to CONSTRUCTION MANAGER and the remaining two original counterparts shall be retained by CITY.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF EL MONTE:

By:_____
Alma K. Martinez
City Manager

Date:_____

[INSERT CONSTRUCTION MANAGER NAME]:

By:_____

Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

By:_____
Richard Padilla
Assistant City Attorney

Date:_____

EXHIBIT "A"
CITY RFP

EXHIBIT "B"
CONSTRUCTION MANAGER PROPOSAL

EXHIBIT "C"
FEE SCHEDULE

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA APPROVING A LIST OF APPROVED CONSULTANTS TO PROVIDE PROJECT MANAGEMENT SERVICES, TRAFFIC ENGINEERING SERVICES, LAND DEVELOPMENT ENGINEERING SERVICES, PERMIT TECHNICIAN SERVICES, CONSTRUCTION MANAGEMENT & INSPECTION ON AN ON-CALL BASIS

WHEREAS, the Public Works Department – Engineering Division is responsible for the administration of a $44 million Capital Improvement Program ("CIP") for Fiscal Year 2020 - 2021, which includes overseeing the design and construction of infrastructure projects relating to street improvements; water system upgrades and repairs; wastewater system upgrades and repairs; and

WHEREAS, currently, there is only one (1) Senior Civil Engineer and one (1) Associate Civil Engineer and one Senior Project Manager, below City Engineer, in the Engineering Division which compels the need for the City of El Monte ("City") to engage professional staff support to augment current staffing levels; and

WHEREAS, currently, the City is using the services of several of the proposers' but many other proposers are qualified as well and may provide equal or better service at equal or better fee rate;

WHEREAS, the City received forty-nine (49) Statement of Qualifications for the aforementioned services and thirteen (13) qualified firms were recommended to be on the proposed lists of approved on-call consultants.

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

SECTION 1. The information set forth in the recital paragraphs of this Resolution are true and correct.

SECTION 2. The City Council approves the list of consultants to provide the services indicated in the document entitled "List of Approved On-Call Consultants" which is attached to this Resolution as Exhibit "A" on an on-call basis as requested from time to time by the City of El Monte.

SECTION 3. This Resolution shall take effect upon its adoption. The City Clerk shall certify to the adoption of this Resolution.

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

Andre Quintero, Mayor

ATTEST:

Cathi A. Eredia, City Clerk

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

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

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Cathi A. Eredia, City Clerk

EXHIBIT "A"

LIST OF APPROVED ON-CALL CONSULTANTS
(Approved by City Council Resolution No. _____ on September 15, 2020)
(Contracts for Consultants Also Approved on September 15, 2020)

Land Development Engineer and Permit Technician
Interwest Consulting Group
Transtech Engineers, Inc.
LAE Associates, Inc.

Project Management
LAE Associates, Inc.
Interwest Consulting Group
NV5, Inc.

Traffic Engineering

KOA Corporation
Interwest Consulting Group
Transtech Engineers, Inc.

Construction Management and Inspection
Onward Engineering
Dudek
Transtech Engineers, Inc.
Wallace and Associates, Inc.
NV5, Inc.
Willdan Engineering
TKE Engineering, Inc.
KOA Corporation
Michael Baker International
Cannon
Engineering Resources of Southern California
LAE Associates Inc.

CITY OF EL MONTE

FINANCE DEPARTMENT
CITY COUNCIL AGENDA REPORT

REGULAR CITY COUNCIL MEETING OF SEPTEMBER 15, 2020

August 31, 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 AUTHORIZING THE EXECUTION OF THE SAFE CLEAN WATER MUNICIPAL FUNDS TRANSFER AGREEMENT BETWEEN THE CITY OF EL MONTE AND THE COUNTY OF LOS ANGELES FLOOD CONTROL DISTRICT'S SAFE CLEAN WATER PROGRAM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt a Resolution authorizing the execution of the Safe Clean Water Municipal Funds transfer agreement between the City of El Monte and the County of Los Angeles Flood Control District's Safe Clean Water Program;

2. Accept the receipt of funds for Fiscal Year 2020-2021 in the approximate amount of $1,080,000 from the Safe Clean Water Program (SCP) to the Special Revenue Fund 283 Storm Drain revenue account 283-67-4080 and increase the estimated revenue budget to $1,080,000; and

3. Update the total appropriation amount to $1,080,000 in the Storm Drain Fund 283 for the FY 2020-2021 fiscal budget to expenditure account series 283-67-XXX-XXXX; and authorize the use of State Clean Water funds for this budget appropriation.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On July 17, 2018, following an extensive stakeholder input process, the Los Angeles County Board of Supervisors approved a resolution calling for and giving notice of an election on a measure to impose a special tax upon parcels located within the District, to fund projects and programs to increase stormwater capture and reduce stormwater and urban runoff pollution. The resolution also included an ordinance amending the Los Angeles County Flood Control District Code (Code) by adding Chapter 16 establishing

the State Clean Water (SCW) program. The SCW program funds will be distributed as follows:

- Ten percent to the District to fund District-wide education programs, District-wide projects, as well as administration of the program.
- Forty percent to the municipalities within the District based on the tax collected in each jurisdiction on an annual basis.
- Fifty percent to the nine watershed areas to fund regional, watershed-based multi-benefit projects to be implemented by project developers, and to provide technical resources, and conduct scientific studies.

Receiving voter approval on November 6, 2018, the first Measure W annual assessment has already been collected via property tax roll. Presently, the District is disbursing funds to local municipalities. Pursuant to the District's requirements, municipalities must enter into mutual transfer agreements in order to receive funds.

The Utilities Division will utilize these funds for various eligible stormwater projects and programs including but not limited to: the Garvey Ave Grade Separation; SCADA Storm Water Installation Project; Zamora Park Master Plan Improvements; catch basin cleaning and repairs, and several other projects detailed in the Annual Plan (Attachment 3).

FISCAL IMPACT/FINANCING

Of the approximate $114.1 million collected under the heading Measure W, it is anticipated that the City will receive $1,080,000 for Fiscal Year 2020-2021. To ensure compliance with program guidelines, the City must submit an annual funding plan on how the funds will be spent. Once both parties have signed the transfer agreements, the District will disburse the SCW funds for FY 2020-21 within 45-days of execution of the Agreement.

Subsequent Fiscal Years will generally be available for disbursement by August 31st upon satisfaction of the following conditions: (1) the District has received the annual progress/expenditure report required pursuant to Section 18.06.D of Code; (2) The District has received the City's annual funding plan for that Fiscal Year; and (3) the City has complied with audit requirements of Section B-6 of Exhibit B of the Agreement. The attached Agreement will expire at the end of FY 2023-24, at which time the City will enter into a new agreement.

The estimated allocation from SCW exceeds the originally estimated amount adopted by the City Council on August 29, 2020, and therefore needs to be revised to $1,080,000 for both revenues and expenses.

	Account Series	Adopted Budget	Amended Budget	Budget Increase Increase
Revenue	283-67-4080	980,600	1,080,000	99,400
Expenditures	283-67-XXX-XXXX	990,100	1,080,000	89,900

CONCLUSION

It is recommended that the City Council consider and adopt the attached Resolution authorizing the execution of the Safe Clean Water Municipal Funds Transfer Agreement between the City of El Monte and the County of Los Angeles Flood Control District's Safe Clean Water Program.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

SALVADOR MENDEZ
Public Works and Utilities Director

BRUCE FOLTZ
Finance Director

Attachments

1. Resolution
2. SCW Municipal Transfer Agreement
3. Transfer Agreement Annual Plan
4. Five year spending plan
5. SCW Local Return Estimate

DATE: September 15, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, AMENDING THE FY 2020-2021 OPERATING BUDGET BY INCREASING REVENUE ESTIMATES AND APPROPRIATING $1,080,000 FROM LOS ANGELES COUNTY FLOOD CONTROL DISTRICT'S SAFE CLEAN WATER-MUNICIPAL PROGRAM TO THE SAFE CLEAN WATER PROGRAM FUND

WHEREAS, in November 2018, Measure W was approved by Los Angeles County voters to improve water quality in a manner that achieves additional benefits such as increasing water supply and investing in the health and well-being of Los Angeles County communities; and

WHEREAS, the City Council desires to amend the FY 2020-21 Operating Budget to increase revenue estimates and appropriating $1,080,000 from Los Angeles County Flood Control District's Safe Clean Water-Municipal Program to the Safe Clean Water Program Fund for implementation, operations and maintenance, and administration of eligible water quality projects and programs;

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

SECTION 1. The City Council amends the FY 2020-21 operating budget to increase revenue estimates and appropriating $1,080,000 from Los Angeles County Flood Control District's Safe Clean Water-Municipal Program to the Safe Clean Water Program Fund;

SECTION 2. The City Clerk shall attest and certify to the passage and adoption of this Resolution, and it shall become effective immediately upon its approval.

PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at the regular meeting of this 15th day of September 2020.

_____

Andre Quintero, Mayor
City of El Monte

ATTEST:

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

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

I, Catherine A. Eredia, City Clerk of the City of El Monte, do hereby certify that the above and foregoing Resolution No. _____ was passed, approved, and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at a meeting of said City on this 15th day of September 2020, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

TRANSFER AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND EL MONTE AGREEMENT NO. 2020MP25 SAFE, CLEAN WATER PROGRAM – MUNICIPAL PROGRAM

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of June 25, 2020 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and El Monte, hereinafter referred to as "Municipality."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, pursuant to Section 16.04.A.2. of the Los Angeles County Flood Control District Code, forty percent (40%) of annual SCW Program tax revenues shall be allocated to Municipalities within the District, in the same proportion as the amount of revenues collected within each Municipality, to be expended by those cities within the cities' respective jurisdictions and by the County within the unincorporated areas that are within the boundaries of the District, for the implementation, operation and maintenance, and administration of Projects and Programs, in accordance with the criteria and procedures established in this Chapters 16 and 18 of the Los Angeles County Flood Control District Code;

WHEREAS, pursuant to Section 16.05.A.1. of the Los Angeles County Flood Control District Code, prior to their receipt of SCW Program funds, Municipalities must enter into an agreement with the District to transfer SCW Program funds;

WHEREAS, the County of Los Angeles Board of Supervisors has approved a standard template Agreement, as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code, for the transfer of SCW Program funds to Municipalities.

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

"Agreement" means this Transfer Agreement, including all exhibits and attachments hereto.

"Annual Plan" means the plan referred to in Section 18.09.B.5 of the Code that includes the contents specified in Exhibit A.

"Code" means the Los Angeles County Flood Control District Code.

"Days" means calendar days unless otherwise expressly indicated.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Safe Clean Water (SCW) Program Payment" means the Municipality's annual allocation of SCW Program funds as described in Section 16.04.A.2. of the Code disbursed by the District to the Municipality.

"Year" means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

The District and the Municipality designate the following individuals as the primary points of contact and communication regarding the Municipal Program and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Municipality: El Monte	
Name:		Name:	Bret Kadel
Address:		Address:	3990 Arden Dr., El Monte CA 91731
Phone:		Phone:	626-258-8603
Email:		Email:	bkadel@elmonteca.gov

Either party to this Agreement may change the individual identified as the primary point of contact above by providing written notice of the change to the other party.

III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – ANNUAL PLAN CONTENTS

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

IV. MUNICIPAL PROGRAM IMPLEMENTATION

A. The Municipality shall annually prepare and submit to the District, an Annual Plan. The Annual Plan for the 2020-21 Fiscal Year shall be submitted to the District no later than 45-days after the execution of this Agreement by the last party to sign. An Annual Plan for each subsequent Fiscal Year shall be submitted not later than 90-days prior to the start of the Fiscal Year for which the Plan is prepared.

B. The Municipality shall utilize the SCW Program Payments in compliance with Chapters 16 and 18 of the Code.

C. The Municipality shall comply with the terms and conditions in Exhibits B, C, and D, of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code, specifically including, without limitation, Section 18.06.

V. SCW PROGRAM PAYMENTS TO MUNICIPALITIES

A. The District shall disburse the Municipality's SCW Program Payment for the 2020-21 Fiscal Year within 45-days of the signed executed Agreement or within 14-days of the District's receipt of the Annual Plan for 2020-21 Fiscal Year in compliance with Exhibit A, whichever comes later. The initial disbursement of SCW Program Payments shall include the amount of revenue collected by the District at the time of Agreement execution; any additional funds that are subsequently collected will be disbursed by August 31, 2020.

B. SCW Program Payments in subsequent Fiscal Years will generally be available for disbursement by August 31, provided a duly executed transfer agreement is in effect and subject to the Municipality's compliance with the conditions described in paragraph C, below; however the District may, in its discretion, change the date and number of the actual disbursements for any Fiscal Year based on the amount and timing of revenues actually collected by the District.

C. For subsequent Fiscal Years, the District shall disburse the Municipality's SCW Program Payment upon satisfaction of the following conditions: (1) the District has received the Annual Progress/Expenditure Report required pursuant to Section 18.06.D of the Code; (2) the District has received Municipality's Annual Plan for that Fiscal Year, and (3) the Municipality has complied with the audit requirements of Section B-6 of Exhibit B.

D. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.

E. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.

VI. Term of Agreement

This Agreement shall expire at the end of the 2023-24 Fiscal Year. The parties shall thereafter enter into a new agreement based on the most recent standard template agreement approved by the Board.

VII. Execution of Agreement

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Municipality hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

Further, the District and the Municipality: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

EL MONTE

By: _____

Name: Alma Martinez

Title: City Manager

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Date: _____

EXHIBIT A – ANNUAL PLAN CONTENTS

A-1. Description of all projects anticipated to be funded using the SCW Program Payment. Include a discussion of how the projects will result in the achievement of one or more SCW Program Goals, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-2. Description of all programs anticipated to be funded using the SCW Program Payment. Include a discussion of how the programs will result in the achievement of one or more SCW Program Goals; including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-3. Description of all operation and maintenance activities anticipated to be funded using the SCW Program Payment. Include a discussion of how those activities will result in the achievement of one or more SCW Program Goals. Additional operation and maintenance activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

A-4. Description of the stakeholder and community outreach/engagement activities anticipated to be funded with the SCW Program Payment, including discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

A-5. Description of post-construction monitoring for projects completed using the SCW Program Payment. Additional post-construction monitoring activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

A-6. Provide the status of any projects that have been awarded (or are seeking award of) Institute for Sustainable Infrastructure (ISI) verification, if applicable.

A-7. Provide the budget for the activities described in provisions A1 through A-5 SCW Program Payment.

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Payments distributed to the Municipality shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Municipality only for eligible expenditures consistent with the requirements of the SCW Program.

2. The Municipality shall not be entitled to interest earned on undisbursed SCW Program Payments; interest earned prior to disbursement is property of the District.

3. The Municipality shall operate in accordance with Generally Accepted Accounting Principles (GAAP).

4. The Municipality shall be strictly accountable for all funds, receipts, and disbursements for their SCW Program Payment.

B-2. Acknowledgement of Credit and Signage

The Municipality shall include appropriate acknowledgement of credit to the District's Safe, Clean Water Program for its support when promoting activities funded with SCW Program funds or using any data and/or information developed SCW Program funds. When the SCW Program Payment is used, in whole or in part, for construction of an infrastructure Project, signage shall be posted in a prominent location at Project site(s) or at the Municipality's headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the SCW Program Payment is used, in whole or in part, for a scientific study, the Municipality shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

B-3. Acquisition of Real Property - Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Municipality that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County

Clerk containing a covenant not to sell or otherwise convey the real property without the prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B-5. Assignment

The Municipality shall not assign this Agreement.

B-6. Audit and Recordkeeping

1. The Municipality shall retain for a period of seven (7) years, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Payments. The Municipality, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Payments and expenditures.

2. The Municipality is responsible for obtaining an independent audit to determine compliance with the terms and conditions of this Agreement and all requirements applicable to the Municipality contained in chapters 16 and 18 of the Code. Municipality shall obtain an independent audit of their SCW Program Payments every three (3) years. Audits shall be funded with Municipal Program funds.

3. Municipality shall file a copy of all audit reports by the ninth (9th) month from the end of each three (3) year period to detail the preceding three (3) years of expenditures. Audit reports shall be posted on the District's publicly accessible website.

Every Third Fiscal Year		
Fiscal Year	**Audit Begins**	**Audit Report Due to District**
2020-21	7/1/2023	No later than 3/31/2024

4. Upon reasonable advanced request, the Municipality shall permit the Chief Engineer to examine the infrastructure Projects using SCW Program Payments. The Municipality shall permit the authorized District representative, including the Auditor-Controller, to examine, review, audit, and transcribe any and all audit

reports, other reports, books, accounts, papers, maps, and other records that relate to the SCW Program Payments. Examination activities are considered District administration of the SCW Program.

5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

B-7. Availability of Funds

District's obligation to disburse the SCW Program Payment is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Payment, the District shall not be obligated to make any disbursements to the Municipality under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Municipality with a right of priority for disbursement over any other Municipality. If any disbursements due to the Municipality under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Municipality when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any Fiscal Year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Municipality to reflect the reduced amount.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

Any claim of the Municipality is limited to the rights, remedies, and claims procedures provided to the Municipality under this Agreement. Municipal expenditures of a SCW Program Payment that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

B-10. Compliance with SCW Program

The Municipality shall comply with and require its contractors and subcontractors to comply with all provisions of Chapters 16 and 18 of the Code.

B-11. Compliance with Law, Regulations, etc.

The Municipality shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable local, state and federal laws, rules, guidelines, regulations, and requirements.

B-12. Continuous Use of Municipal Projects; Lease or Disposal of Municipal Projects

The Municipality shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of any Project funded in whole or in part with SCW Program Payments during the useful life (defined as 30 years unless specified otherwise in annual plans and subsequent reports) of the Project without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of a pro rata amount of the SCW Program Payments used to fund the Project together with interest on said amount accruing from the date of lease or disposal of the Project.

B-13. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Municipality. SCW Program Payments shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-14. Final Inspection and Certification of Registered Professional

Upon completion of the design phase and before construction of a project, the Municipality shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Upon completion of the project, the Municipality shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

B-15. Force Majeure.

In the event that Municipality is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Municipality, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-16. Funding Considerations and Exclusions

1. All expenditures of SCW Program Payments by Municipality must comply with the provisions of Chapters 16 and 18 of the Los Angeles County Flood Control District Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.

2. SCW Program Payments shall not be used in connection with any Project implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Project implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Project implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Project was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-17. Indemnification

The Municipality shall indemnify, defend and hold harmless the District, the County of Los Angeles and their elected and appointed officials, agents, and employees from and against any and all liability and expense, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage, arising from or in conjunction with: (1) any Project or Program implemented by the Municipality, in whole or in part, with SCW Program Payments or (2) any breach of this Agreement by the Municipality.

B-18. Independent Actor

The Municipality, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Municipality shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

B-19. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Municipality, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-20. Lapsed Funds

1. The Municipality shall be able to carry over uncommitted SCW Program Payments for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality.

2. If the Municipality is unable to expend the SCW Program Payment within five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Municipality but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.

3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality, if feasible in a reasonable time frame, or otherwise to the Watershed Area.

4. In the event that funds are to lapse, due to circumstances beyond the Municipality's control, then the Municipality may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.

5. The decision to grant an extension is at the sole discretion of the District.

6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.

Fiscal Year Transferred	**Funds Lapse After**	**Extension Request Due**	**Commit By**
2019-20	6/30/2025	No later than 3/31/2025	No later than 6/30/2026

B-21. Municipal Project Access

Upon reasonable advance request, the Municipality shall ensure that the District or any authorized representative, will have safe and suitable access to the site of any Project implemented by the Municipality in whole or in part with SCW Program Payments at all reasonable times.

B-22. Non-Discrimination

The Municipality agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

B-23. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

B-24. Notice

1. The Municipality shall notify the District in writing within five (5) working days of the occurrence of the following:

    a. Bankruptcy, insolvency, receivership or similar event of the Municipality; or

    b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.

2. The Municipality shall notify the District within ten (10) working days of any litigation pending or threatened against the Municipality regarding its continued existence, consideration of dissolution, or disincorporation.

3. The Municipality shall notify the District promptly of the following:

    a. Any significant deviation from the submitted Annual Plan for the current Fiscal Year, including discussion of any major changes to the scope of funded projects or programs, noteworthy delays in implementation, reduction in benefits or community engagement, and/or modifications that change the SCW Program Goals intended to be accomplished.

    b. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Municipality agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the District has determined what actions should be taken to protect and preserve the resource. The Municipality agrees to implement appropriate actions as directed by the District.

    c. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District.

B-25. Municipality's Responsibility for Work

The Municipality shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Municipality shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Municipality and any other entity concerning responsibility for performance of work.

B-26. Reporting

The Municipality shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Municipalities shall report available data through the SCW Reporting Module, once available.

1. Annual Progress/Expenditure Reports. The Municipality shall submit Annual Progress/Expenditure Reports, using a format provided by the District, within six (6) months following the end of the Fiscal Year to the District to detail the activities of the prior year. The Annual Progress/Expenditure Reports shall be posted on the District's publicly accessible website and on the Municipality's website. The Annual Progress/Expenditure Report shall include:

    a. Amount of funds received;

    b. Breakdown of how the SCW Program Payment has been expended;

    c. Documentation that the SCW Program Payment was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;

    d. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to the Annual Plan and corresponding metrics;

    e. Discussion of any existing gaps between what was planned and what was achieved for the prior year, include any lessons learned;

    f. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how SCW Program Payments have been used to achieve SCW Program Goals for the prior year, including graphical representation of available data and specific metrics to demonstrate the benefits being achieved through the years' investments.

    g. Discussion of alignment with other local, regional, and state efforts, resources, and plans, as applicable. This includes discussion of opportunities for addressing additional SCW Program Goals, leveraging SCW Program Goals, and increasing regional capacity to supplement the SCW Program.

    h. Additional financial or Project-related information in connection with activity funded in whole or in part using SCW Program Payments as required by the District.

    i. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that projects implemented with SCW Program Payments were conducted in accordance with Chapters 16 and 18 of the Code.

j. Report on annual and total (since inception of program) benefits provided by programs and projects funded by SCW Program Payment. This includes comparisons to annual plans and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate calculation of benefits and graphical representation of pertinent data):

   i. Annual volume of stormwater captured and treated
   ii. Annual volume of stormwater captured and reused
   iii. Annual volume of stormwater captured and recharged to a managed aquifer
   iv. Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.
   v. Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best, as outlined in Exhibit C). If none, discuss considerations explored and reasons to not include.

   vi. Annual expenditures providing DAC Benefits. If none, discuss considerations explored and reasons to not include.

2. Documentation of the Community Outreach and Engagement utilized for and/or achieved with the SCW Program Payment described in the Annual Plan Exhibit A. This information must be readily accessible to members of the public.

3. As Needed Information or Reports. The Municipality agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

B-27. Representations, Warranties, and Commitments

The Municipality represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Municipality, has been duly authorized by the governing body of Municipality, as applicable. This Agreement constitutes a valid and binding obligation of the Municipality, enforceable in accordance with its terms, except as such enforcement may be limited by law.

2. No Violations. The execution, delivery, and performance by the Municipality of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other

instrument to which the Municipality is a party or by which the Municipality is bound as of the date set forth on the first page hereof.

3. No Litigation. There are no pending or, to the Municipality's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Municipality's ability to complete the Annual Plan.

4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Municipality. As of the date set forth on the first page hereof, the Municipality is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Municipality is able to pay its debts as they become due.

5. Legal Status and Eligibility. The Municipality is duly organized and existing and in good standing under the laws of the State of California. The Municipality shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority.

6. Good Standing. The Municipality must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

B-28. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Municipality. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

B-29. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

B-30. Withholding of Disbursements and Material Violations

Notwithstanding any other provision of this Agreement, the District may withhold all or any portion of the SCW Program Payment for any Fiscal Year in the event that:

1. The Municipality has violated any provision of this Agreement; or

2. The Municipality fails to maintain reasonable progress in achieving SCW Program Goals, following an opportunity to cure.

3. Failure to remain in Good Standing, described in Section B-26 of Exhibit B.

4. Failure to submit annual reports on meeting SCW Program Goals.

EXHIBIT C – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Municipalities shall consider incorporation of Nature-based solutions (NBS) into their projects. NBS refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.

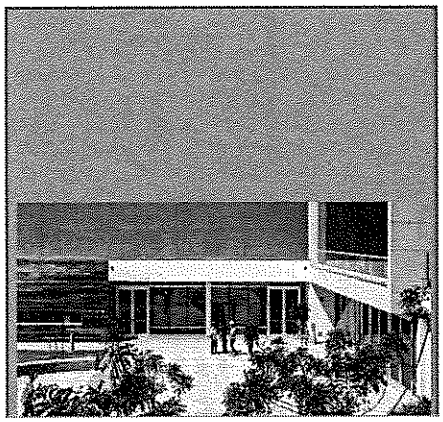
The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may capture stormwater to improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

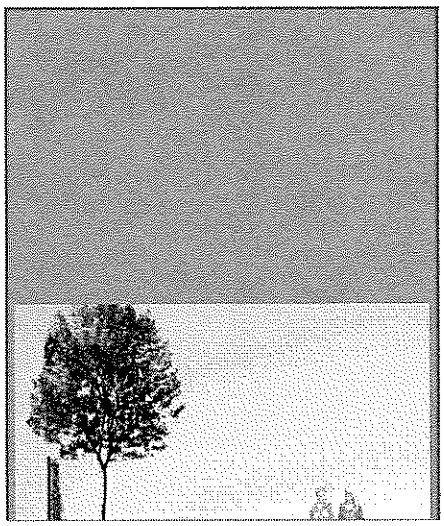
Municipalities are to include in each Annual Progress/Expenditure Report whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Annual Progress/ Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Municipalities must attach a copy of the matrix for each project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized.

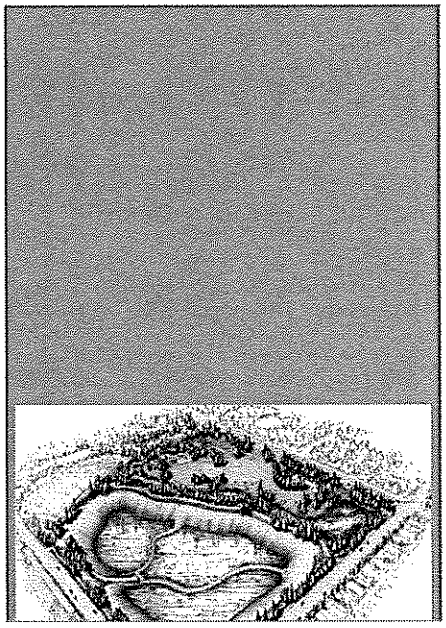
BEST

BETTER

GOOD







METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	• Preservation of native vegetation • Minimal negative impact to existing drainage system	• Preservation of native vegetation • Installation of new feature(s) to improve existing drainage system	• Creation of open green space • Installation of features to improve natural hydrology
Creation & Restoration of Riparian Habitat & Wetlands	•Partial restoration of existing riparian habitat and wetlands •Planting of climate appropriate vegetation - between 11 and 20 different climate-appropriate or native plant species newly planted •No potable water used to sustain the wetland	• Full restoration of existing riparian habitat and wetlands • Planting of native vegetation - between 21 and 40 different native plant species newly planted •No potable water used to sustain the wetland	• Full restoration and expansion of existing riparian habitat and wetlands Planting of plant communities with a diversity of native vegetation – between 41 and 50 different native plant species newly planted •No potable water used to sustain the wetland

New Landscape Elements	Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel	Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel	Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff
Enhancement of Soil	Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Municipalities shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance for infrastructure projects. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

1. Litter Control
    - Regular removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
    - Regular inspection and maintenance of pet waste stations
    - Maintaining trash receptacles
    - Removal of trash, debris, and blockages from bioswales
    - Inspection and cleaning of trash booms
    - Inspection of weir gates and stop logs to clean debris, as required.

2. Vegetation Maintenance

    - Weed control
        - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
        - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs)
        - Regular removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.

    - Tree and shrubbery trimming and care
        - Removal of dead trees and elimination of diseased/damaged growth
        - Prevent encroachment of adjacent property and provide vertical clearance
        - Inspect for dead or diseased plants regularly

    - Wetland vegetation and landscape maintenance
        - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.
        - Draining and drawdown of wetland and excessive bulrush removal

- Weed and nuisance plant control
- Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment
- Wildflower and meadow maintenance
- Grass, sedge, and yarrow management
- Removal of unwanted hydroseed

3. Wildlife Management

- Exotic species control
- Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species
- Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration)
- Avoid disturbances to nesting birds
- Avoid spread of invasive aquatic species

4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes
- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.

    - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
    - Inspection should be performed at least monthly.
    - Recover, replace, or refasten displaced or damaged valve box covers.
    - Inspect and repair bubbler heads.

  - Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
  - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
  - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
  - Maintain and check function of the drip system.

- Keeping irrigation control boxes clear of vegetation
- Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
- Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
- Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
- Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
- Use moisture sensing devices to determine water penetration in soil.

6. Erosion Management and Control

- Inspect slopes for erosion during each maintenance activity
- Inspect basins for erosion
- Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

7. Ongoing Monitoring Activities

- Monitor controllable intake water flow and water elevation
- Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
- Water quality sampling (quarterly, unless justified otherwise)
- Checking telemetry equipment
- Tracking and reporting inspection and maintenance records

8. Vector and Nuisance Insect Control

- Monitoring for the presence of vector and nuisance insect species
- Adequate pretreatment of influent wastewater to lessen production of larval mosquitos
- Managing emergent vegetation
- Using hydraulic control structures to rapidly dewater emergent marsh areas
- Managing flow velocities to reduce propagation of vectors

Safe Clean Water Program

Municipality: City of El Monte

Party Contact: Bret Kadel

Subject: Transfer Agreement Exhibit A – Annual Plan Contents

A-1. Description of all projects anticipated to be funded using the SCW Program Payment. Include a discussion of how the projects will result in the achievement of one or more SCW Program Goals, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters

Garvey Avenue Project

The Garvey Avenue Underpass at the Union Pacific Railroad Tracks between Valley Boulevard and Durfee Avenue was built in 1933. Land use surrounding the underpass has changed over the past eight plus decades. Traffic disruptions at this grade separation are due to the aging drainage facilities and runoff from a wider tributary area surrounding the underpass than the existing pumping infrastructure can handle. During heavy rains, the City closes Garvey Avenue between Valley Boulevard and Durfee Avenue to through traffic and pedestrian crossings because the accumulation of rain water poses a threat to public safety.

The concern of flooding at the underpass necessitates the design and construction of infrastructure that will alleviate and resolve flooding at the Grade Separation. The design approach to resolve the flooding problems is to capture and infiltrate peak storm flows from the Garvey and Durfee drainage areas thereby creating additional capacity in the existing Durfee drainage system. Infiltration of surface runoff will enhance the City's commitment to complying with the Green Streets Ordinance, the NPDES permit, applicable sustainable design and credit for water quality treatment. This also meets the following SCW Program Goals:

- ✓ Ability to audit captured/loss water (infiltration basin)
- ✓ Modernize infrastructure
- ✓ Protect coastal waters and beaches from trash and contaminants in storm water
- ✓ Oversight to operations and auditing of system
- ✓ Protect public health

SCADA Storm Water System Project

The City currently controls and monitors its Utility Division remotely through SCADA (Supervisory Control and Data Acquisition). This establishes remote control of pumping operations and system monitoring for the city's Water Distribution and Sewer System. Extending the SCADA monitoring to the Storm Water System will allow the City to monitor all discharge flows from storm water stations,

monitor all mechanical/hydraulic systems, and track system variables to meet the following SCW Program goals:

- ✓ Ability to audit captured/loss water
- ✓ Modernize infrastructure
- ✓ Protect coastal waters and beaches from trash and contaminants in storm water
- ✓ Oversight to operations and auditing of system
- ✓ Protect public health

Zamora Park Master Plan Improvements

Zamora Park, located at 3820 Penn Mar Avenue (bound by Penn Mar Avenue to the west, Deana Street to the south, and Maxson Road to the east), goes underutilized by the nearly 18,000 residents who live within walking distance of the park. Currently the park has largely exposed turf, with outdated amenities and unsafe play equipment. The El Monte Parks, Recreation and Community Services Department, in collaboration with the Trust for Public Land (TPL), proposes a green retrofit that will maximize the potential of this public asset and creates a vibrant, shaded, safe and inviting recreation destination.

- ✓ Ability to audit captured/loss water
- ✓ Modernize infrastructure
- ✓ Protect coastal waters and beaches from trash and contaminants in storm water
- ✓ Oversight to operations and auditing of system
- ✓ Protect public health

Upcoming Storm Water Station Design and Construction

The City of El Monte manages 14 storm water pump stations within the city limits. These sites have aging infrastructure and outdated equipment that needs to be inspected and replaced. Over the duration of the funding period, the Utility division will prioritize these facilities and work on design and construction to mitigate deficiencies within the system. These updates will help facilitate the following SCW program goals:

- ✓ Ability to audit captured/loss water
- ✓ Modernize infrastructure
- ✓ Protect coastal waters and beaches from trash and contaminants in storm water
- ✓ Oversight to operations and auditing of system
- ✓ Protect public health

A-2. Description of all programs anticipated to be funded using the SCW Program Payment. Include a discussion of how the programs will result in the achievement of one or more SCW Program Goals; including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

Street Sweeping

Currently the City of El Monte manages 337 curb miles of arterial roads and residential streets per week. Both sides of each street is swept once a week and problem areas of the City is swept more frequently. Main objectives of El Monte's street sweeping program consist of:

- ✓ Maintain gutter flow lines in streets free from debris for free flow of water.
- ✓ Maintain a state of cleanliness for road and pedestrian safety acceptable to the City of El Monte. Sweeping around islands includes blowing and sweeping by hand.
- ✓ Meet South Coast Air Quality Management District (SCAQMD) requirements. The City is dedicated to preserving the air quality and operates a Compressed Natural Gas (CNG) fast and slow fill station in the City.

These objectives will help facilitate the SCW Program goals by maintaining the hydraulic integrity of the Cities curb and gutter system and allowing for proper flow into storm water catch basins. This also promotes the protection of public health by routinely cleaning the streets.

MS4 Permitting

MS4 permits require the discharger to develop and implement a Storm Water Management Plan/Program with the goal of reducing the discharge of pollutants to the maximum extent practicable. El Monte is working with consultants and staff to implement and sustain the goals outlined in Storm Water Management Plan/Program. This will help facilitate the SCW Program goals by protecting coastal waters and beaches from trash and contaminants in storm water and safeguard public health

A-3. Description of all operation and maintenance activities anticipated to be funded using the SCW Program Payment. Include a discussion of how those activities will result in the achievement of one or more SCW Program Goals. Additional operation and maintenance activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

Catch Basin Cleaning

The City of El Monte maintains 13 catch basins within the city limits. These basins consist of membrane filters that help to mitigate particulates into the inlet of the storm water system. Periodically throughout the year, these membrane filters need to be cleaned and the debris from the catch basins needs to be removed. The Cities current maintenance program mitigates these issues on an annual basis. The maintenance and proper operation of the catch basins help facilitate the SCW Program goals by

protecting coastal waters and beaches from trash and contaminants in storm water and safeguarding public health.

A-4. Description of the stakeholder and community outreach/engagement activities anticipated to be funded with the SCW Program Payment, including discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

Garvey Avenue Project - pre-construction community meetings and notices to inform public and local businesses of upcoming construction. Additional and on-going notices to public and businesses regarding construction schedule and project benefits. NGOs or CBOs will be notified and invited to attend and participate in meetings and discussions.

Zamora Park Renovation Project - community meetings and notices prior to finalizing design plans to explain project to community and get feedback regarding park renovation features and community benefits. The City will provide pre-construction community meetings and notices; on-going notices to public and businesses regarding construction schedule and project benefits

A-5. Description of post-construction monitoring for projects completed using the SCW Program Payment. Additional post-construction monitoring activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

Post construction monitoring for projects will consist of:

- ✓ Establishing all assets in GIS/CMMS program for scheduled maintenance and record keeping
- ✓ Inspections on all equipment and facilities
- ✓ Monitoring of all equipment, flows, power, and operations through new SCADA system
- ✓ Working with staff and monitoring equipment to measure new projects against SWC Program Goals

A-6. Provide the status of any projects that have been awarded (or are seeking award of) Institute for Sustainable Infrastructure (ISI) verification, if applicable.

Not applicable.

A-7. Provide the budget for the activities described in provisions A1 through A-5 SCW Program Payment.

Please refer to SCWP Municipal Funds El Monte excel worksheet

ATTACHMENT NO. 4

SAFE, CLEAN WATER PROGRAM (SCWP) - MUNICIPAL FUNDS

AGENCY: City of El Monte

Fiscal Year

	FY 2020-21			FY 2021-22			FY 2022-23			FY 2023-24			FY 2024-25		
SCWP Funds Available:	$ 1,080,000.00			$ 1,080,000.00			$ 1,080,000.00			$ 1,080,000.00			$ 1,080,000.00		
Roll-Over Funds from Previous FY	$ -			$ 500.00			$ 1,000.00			$ 500.00			$ -		
Total Funds Available	*$ 1,080,000.00*			*$ 1,080,500.00*			*$ 1,081,000.00*			*$ 1,080,500.00*			*$ 1,080,000.00*		
Item	Budget Amount	Actual Expenditure	% Spent of Budget	Budget Amount	Actual Expenditure	% Spent of Budget	Budget Amount	Actual Expenditure	% Spent of Budget	Budget Amount	Actual Expenditure	% Spent of Budget	Budget Amount	Actual Expenditure	% Spent of Budget
Stormwater Projects															
Garvey Ave Project - City contribution	$ 200,000.00		0.00%	$ 300,000.00		0.00%			#DIV/0!			#DIV/0!			#DIV/0!
Zamora Park Renovation	$ 20,000.00		0.00%	$ 200,000.00		0.00%			#DIV/0!			#DIV/0!			#DIV/0!
Storm Water SCADA Installation	$ 450,000.00		0.00%			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!
Pump Station Design	$ 15,000.00		0.00%	$ 50,000.00		0.00%	$ 50,000.00		0.00%	$ 50,000.00		0.00%	$ 50,000.00		0.00%
Pump Station Construction			#DIV/0!	$ 135,000.00		0.00%	$ 636,000.00		0.00%	$ 636,000.00		0.00%	$ 635,500.00		0.00%
Sub-total:	$ 685,000.00	$ -	0.00%	$ 685,000.00	$ -	0.00%	$ 686,000.00	$ -	0.00%	$ 686,000.00	$ -	0.00%	$ 685,500.00	$ -	0.00%
% of Available Funds:	63.43%	0.00%		63.40%	0.00%		63.46%	0.00%		63.49%	0.00%		63.47%	0.00%	
Stormwater Programs															
Street Sweeping Program	$ 324,000.00		0.00%	$ 324,000.00		0.00%	$ 324,000.00		0.00%	$ 324,000.00		0.00%	$ 324,000.00		0.00%
MS4 Permit Fees	$ 60,000.00		0.00%	$ 60,000.00		0.00%	$ 60,000.00		0.00%	$ 60,000.00		0.00%	$ 60,000.00		0.00%
			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!
			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!
			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!
			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!
			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!
			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!
			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!
Sub-total:	$ 384,000.00	$ -	0.00%	$ 384,000.00	$ -	0.00%	$ 384,000.00	$ -	0.00%	$ 384,000.00	$ -	0.00%	$ 384,000.00	$ -	0.00%
% of Available Funds:	35.56%	0.00%		35.54%	0.00%		35.52%	0.00%		35.54%	0.00%		35.56%	0.00%	
Operation and Maintenance															
Catch Basin Cleaning and Repair Program	$ 10,500.00		0.00%	$ 10,500.00		0.00%	$ 10,500.00		0.00%	$ 10,500.00		0.00%	$ 10,500.00		0.00%
			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!
			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!
			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!
			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!
			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!
			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!
Sub-total:	$ 10,500.00	$ -	0.00%	$ 10,500.00	$ -	0.00%	$ 10,500.00	$ -	0.00%	$ 10,500.00	$ -	0.00%	$ 10,500.00	$ -	0.00%
% of Available Funds:	0.97%	0.00%		0.97%	0.00%		0.97%	0.00%		0.97%	0.00%		0.97%	0.00%	
Total:	$ 1,079,500.00	$ -	0.00%	$ 1,079,500.00	$ -	0.00%	$ 1,080,500.00	$ -	0.00%	$ 1,080,500.00	$ -	0.00%	$ 1,080,000.00	$ -	0.00%
Available Roll-Over Funds:	$ 500.00	$ 1,080,000.00		$ 1,000.00	$ 1,080,500.00		$ 500.00	$ 1,081,000.00		$ -	$ 1,080,500.00		$ -	$ 1,080,000.00	

ESTIMATED ANNUAL MUNICIPAL PROGRAM FUNDS BY MUNICIPALITY

LOCAL TOTAL: $114.1M*

Agoura Hills	$0.34M
Alhambra	$0.86M
Arcadia	$1.02M
Artesia	$0.21M
Azusa	$0.62M
Baldwin Park	$0.72M
Bell	$0.32M
Bell Gardens	$0.31M
Bellflower	$0.82M
Beverly Hills	$0.55M
Bradbury	$0.05M
Burbank	$1.43M
Calabasas	$0.40M
Carson	$2.57M
Cerritos	$0.97M
Claremont	$0.59M
Commerce	$1.00M
Compton	$1.21M
Covina	$0.74M
Cudahy	$0.17M
Culver City	$0.54M
Diamond Bar	$0.88M
Downey	$1.44M
Duarte	$0.25M
El Monte	$1.08M
El Segundo	$0.89M
Gardena	$0.83M
Glendale	$1.68M
Glendora	$0.90M

Hawaiian Gardens	$0.13M
Hawthorne	$0.79M
Hermosa Beach	$0.16M
Hidden Hills	$0.08M
Huntington Park	$0.43M
Industry	$1.63M
Inglewood	$1.02M
Irwindale	$0.44M
La Canada Flintridge	$0.38M
La Habra Heights	$0.17M
La Mirada	$0.93M
La Puente	$0.34M
La Verne	$0.57M
Lakewood	$1.10M
Lawndale	$0.23M
Lomita	$0.23M
Long Beach	$4.66M
Los Angeles	$37.00M
Lynwood	$0.58M
Malibu	$0.39M
Manhattan Beach	$0.41M
Maywood	$0.18M
Monrovia	$0.53M
Montebello	$0.94M
Monterey Park	$0.74M
Norwalk	$1.09M
Palmdale	$0.00M
Palos Verdes Estates	$0.26M
Paramount	$0.66M

Pasadena	$1.56M
Pico Rivera	$0.90M
Pomona	$1.89M
Rancho Palos Verdes	$0.69M
Redondo Beach	$0.72M
Rolling Hills	$0.11M
Rolling Hills Estates	$0.18M
Rosemead	$0.58M
San Dimas	$0.60M
San Fernando	$0.28M
San Gabriel	$0.45M
San Marino	$0.24M
Santa Clarita	$3.30M
Santa Fe Springs	$1.46M
Santa Monica	$0.81M
Sierra Madre	$0.15M
Signal Hill	$0.29M
South El Monte	$0.45M
South Gate	$1.00M
South Pasadena	$0.25M
Temple City	$0.45M
Torrance	$2.39M
Unincorporated	$11.40M
Vernon	$0.94M
Walnut	$0.50M
West Covina	$1.37M
West Hollywood	$0.26M
Westlake Village	$0.23M
Whittier	$1.22M

***Current totals reflect all ad valorem exemptions for 2019 and removal of utility parcels that are assessed by the State only. Actual revenues are anticipated to be lower following incorporation of any approved credits, appeals, income-based tax reductions, and low-income senior-owned exemptions.**

CITY OF EL MONTE

HUMAN RESOURCES / RISK MANAGEMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF SEPTEMBER 15, 2020

September 10, 2020

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

Honorable Mayor and City Council:

CONSIDERATION AND APPROVAL OF A RESOLUTION UPDATING THE CITYWIDE CLASSIFICATION AND COMPENSATION PLAN AND REPEALING AND REPLACING RESOLUTION NO. 10128 APPROVED MAY 5, 2020

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve the attached Resolution establishing an updated Citywide Classification and Compensation Plan, effective July 1, 2020.

PURPOSE/BACKGROUND

On August 28, 2020, the City Council approved the Comprehensive Annual Operating Budget for Fiscal Year 2020/2021 via Resolution No. 10179. All vacant positions allocated to the General Fund, in whole or in part, were unfunded as part of the approved Budget.

The Citywide Classification and Compensation Plan needs to be updated to reflect staffing level changes that were included in the approved Budget.

Consistent with the City's efforts to further reduce or minimize General Fund costs in the current fiscal year, whenever and wherever practical, any authorized/funded positions allocated to the General Fund, in whole or in part, that become vacant throughout the fiscal year will be kept vacant for the remainder of the fiscal year. Only critical or essential positions, or those funded entirely by Enterprise Funds and Special Revenue, will be filled in the event of a vacancy.

DISCUSSION

All proposed changes are effective July 1, 2020, except where otherwise indicated.

1. Decrease FTEs for the following classifications by one (1) each, except where otherwise stated:
   - Account Clerk in the Finance Department (total FTEs = 3)
   - Administrative Clerk in the Parks, Recreation, and Community Services Department (total FTEs = 1)
   - Associate Civil Engineer (total FTEs = 2)
   - Deputy Director of Parks, Recreation, and Community Services (total FTEs = 0)
   - Deputy Director of Public Works and Utilities (total FTEs = 0)
   - Human Resources/Risk Management Analyst (total FTEs = 0)
   - Human Resources/Risk Manager (total FTEs = 0)
   - Maintenance Worker (total FTEs = 19)
   - Management Analyst in the Parks, Recreation, and Community Services Department (total FTEs = 0)
   - Neighborhood Services Manager (total FTEs = 0)
   - Office Assistant in the City Clerk's Office (total FTEs = 0)
   - Police Dispatcher (total FTEs = 10)
   - Police Officer/Bonus Assignment (total FTEs = 39)
   - Police Recruit by three (3) (total FTEs = 0)
   - Recreation Coordinator (total FTEs = 4)
   - Senior Civil Engineer (total FTEs = 0)

2. Increase FTEs for the following classifications by one (1) each:
   - Collections Worker II (total FTEs = 2)
     - To be funded entirely by Water and Sewer Enterprise Funds (no General Fund monies)
   - Office Assistant in the Public Works and Utilities Department (total FTEs = 1)
     - To be funded entirely by Water and Sewer Enterprise Funds (no General Fund monies)
   - Police Lieutenant (total FTEs = 6)

3. Establish the following classifications at the stated Pay Grades and FTEs/Positions:

   - Police Officer/Bonus Assignment – RETIRED ANNUITANT
     - Pay Grade PT4806
     - FTEs = 2
       - Court Services Investigator – retired annuitant to monitor court cases and coordinate court appearances in order to minimize related overtime costs.

- Asset Forfeiture Manager – retired annuitant to monitor investigations, provide/update required information, and ensure compliance with all applicable deadlines and legal processes in order to secure the City's proportionate share of seized assets.

- Principal Accountant – RETIRED ANNUITANT
  - Pay Grade PT5432
  - FTEs = 1
    - Retired annuitant to complete special projects including, but not limited to, contract management module and GASB compliance implementation, inventory of fixed assets, processing of escheat unclaimed deposits, and internal audit of payroll processes.

- Water Systems Supervisor – RETIRED ANNUITANT
  - Pay Grade PT5403
  - FTEs = 1
    - Retired annuitant to provide oversight of water systems operations until the current recruitment for a permanent Water Systems Supervisor is completed and the vacant position is filled.
  - Funded entirely by Water and Sewer Enterprise Funds (no General Fund monies)

4. Effective September 16, 2020, transfer one (1) part-time Program Coordinator position, which is currently a 0.75 FTE, to the Public Works and Utilities Department and convert the position to a full-time position (1 FTE) within the Office Assistant classification. This change is proposed in order to comply with Section 2.72.080(I) of the El Monte Municipal Code – Nepotism Prohibited for Non-safety Employees. The incumbent affected by the elimination of the Program Coordinator position will be offered the Office Assistant position on a temporary basis, consistent with Section 2.72.080(G) of the El Monte Municipal Code. If the incumbent declines said offer, all reasonable efforts will be made to identify and provide alternative transfer opportunities.

   This change was not captured in the Fiscal Year 202/2021 Budget approved on August 28, 2020. However, there is no impact to the General Fund associated with this change. The monies currently allocated in the part-time Parks, Recreation, and Community Services Budget for the 0.75 FTE Program Coordinator position will be transferred to the Public Works and Utilities Budget and utilized to cover approximately fifty to sixty percent (50-60%) of the total costs of the full-time Office Assistant. The remaining forty to fifty percent (40-50%) of the Office Assistant costs will be covered by non-General Fund monies.

5. Reflect the following reductions to the salary for City Manager pursuant to the May 2020 and June 2020 Side Letters to the City Manager Employment Agreement:

    - Effective May 16, 2020 through June 30, 2020, the annual base salary for City Manager was $220,000.
    - Effective July 1, 2020 through June 30, 2021, the annual base salary for City Manager shall be $216,000.

To summarize the aforementioned changes on a Citywide basis, below are the changes in the total number of authorized/funded positions for both full-time and part-time positions:

- Current full-time positions authorized/funded (as of 5/1/2020) = 311
- Proposed full-time positions authorized/funded (eff. 7/1/2020) = 300

- Current part-time positions authorized/funded (as of 5/1/2020) = 232
- Proposed part-time positions authorized/funded (eff. 7/1/2020) = 236
    - *60 of the 236 FTEs proposed are conditioned upon anticipated grant funding through the LA County Regional Park and Open Space District's Youth & Veteran Job Training & Placement Grant for Parks, Recreation & Community Services training programs*

- Current intern positions authorized/funded (as of 5/1/2020) = 3
- Proposed intern positions authorized/funded (eff. 7/1/2020) = 3
    - *All current intern positions are unpaid*

FISCAL IMPACT

There is no fiscal impact related to the updates to the Citywide Classification and Compensation Plan outlined in this staff report, as said updates are simply memorializing the staffing level changes that were approved as part of the Fiscal Year 2020/2021 Budget, adopted August 28, 2020.

As a reminder, the total approximate savings to the General Fund for Fiscal Year 2020/2021 related to the reduction of full-time positions presented as part of the Budget and memorialized herein is $1,481,893.

RECOMMENDATION

It is recommended that the City Council consider and approve the attached Resolution establishing an updated Citywide Classification and Compensation Plan, effective July 1, 2020.

Respectfully submitted,

ALMA MARTINEZ
City Manager

JOHN NGUYEN
Human Resources/Risk Management Director

Attachments:

1. Resolution
2. Classification and Compensation Plan – Full Time Classifications Effective July 1, 2020 (Exhibit A of Resolution)
3. Classification and Compensation Plan – Part Time Classifications Effective July 1, 2020 (Exhibit B of Resolution)
4. Classification and Compensation Plan – Intern Classifications Effective July 1, 2020 (Exhibit C of Resolution)

DATE: September 15, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED
☐ DENIED
☐ PULLED
☐ RECEIVED AND FILE
☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE UPDATING THE CITYWIDE CLASSIFICATION AND COMPENSATION PLAN AND REPEALING AND REPLACING CITY COUNCIL RESOLUTION NO. 10128 APPROVED MAY 5, 2020

WHEREAS, Section 2.72.040 (Classification) of Chapter 2.72 (Personnel System) of the El Monte Municipal Code (hereinafter, "Section 2.72.040") requires the Human Resources Director to ascertain and record the duties and responsibilities of all positions in the competitive service and to recommend a classification plan, which shall consist of classes of positions in the competitive service defined by class specifications, including title, a description of typical duties and responsibilities of positions in each class, a statement of the training, experience and other qualifications required of applicants to positions in each class; and

WHEREAS, Section 2.72.040 requires the City Council to approve the classification plan and all subsequent amendments and revisions by resolution, provided that before consideration and approval of the classification plan or any amendments or revisions thereto, the authorized bargaining units have received notice of any proposed substantive changes to wages, hours and other terms and conditions of employment and have been given the opportunity to meet and confer on these revisions; and

WHEREAS, under Section 2.72.040, the Human Resources Director must allocate every position in the competitive service to one of the classes established by the classification plan, subject to City Council approval; and

WHEREAS, Section 2.72.040 allows the Human Resources Director to recommend the creation of new classes and the revision or abolishment of existing classes; and

WHEREAS, Section 2.72.050 (Compensation) of Chapter 2.72 (Personnel System) of the El Monte Municipal Code (hereinafter, "Section 2.72.050") provides that the Human Resources Director shall prepare a pay plan covering all classes of positions in the competitive service, showing the minimum and maximum rates of pay for each class; and

WHEREAS, under Section 2.72.050, when determining salary ranges, consideration must be given to the following: 1) the prevailing rates of pay for comparable work in other public and private employment, including consideration of conditions of work as well as basic pay; 2) current costs of living; 3) the ability to recruit and retain employees; 4) internal alignment between classes; 5) suggestions of Department Heads; and 6) the City's financial condition and policies; and

WHEREAS, Section 2.72.050 requires the Human Resources Director to submit the proposed pay plan to the City Council for adoption; and

WHEREAS, the Human Resources Director recommends that certain organizational and administrative updates to the Classification and Compensation Plan be made, effective as of July 1, 2020 (except where otherwise indicated), consistent with position allocations in the Citywide Budget for Fiscal Year 2020/2021.

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

SECTION 1. The City Council, based on the presentation and written report of the Human Resources Director, finds that the foregoing recitals are true and correct and further finds that the Human Resources Director has substantially complied with the procedural requirements of Section 2.72.040 and Section 2.72.050.

SECTION 2. This Resolution repeals, replaces and supersedes Resolution No. 10128 approved by the City Council on May 5, 2020, as well as the plan, schedules and tables set forth therein, and effective July 1, 2020 (except where otherwise indicated), the City Council adopts the following revisions to the Classification and Compensation Plan:

(a) Decrease FTEs for the following classifications by one (1) each, except where otherwise stated:
- Account Clerk in the Finance Department (total FTEs = 3)
- Administrative Clerk in the Parks, Recreation, and Community Services Department (total FTEs = 1)
- Associate Civil Engineer (total FTEs = 2)
- Deputy Director of Parks, Recreation, and Community Services (total FTEs = 0)
- Deputy Director of Public Works and Utilities (total FTEs = 0)
- Human Resources/Risk Management Analyst (total FTEs = 0)
- Human Resources/Risk Manager (total FTEs = 0)
- Maintenance Worker (total FTEs = 19)
- Management Analyst in the Parks, Recreation, and Community Services Department (total FTEs = 0)
- Neighborhood Services Manager (total FTEs = 0)
- Office Assistant in the City Clerk's Office (total FTEs = 0)
- Police Dispatcher (total FTEs = 10)
- Police Officer/Bonus Assignment (total FTEs = 39)
- Police Recruit by three (3) (total FTEs = 0)
- Recreation Coordinator (total FTEs = 4)
- Senior Civil Engineer (total FTEs = 0)

(b) Increase FTEs for the following classifications by one (1) each:
- Collections Worker II (total FTEs = 2)
- Office Assistant in the Public Works and Utilities Department (total FTEs = 1)
- Police Lieutenant (total FTEs = 6)

(c) Establish the following classifications at the stated Pay Grades and FTEs/Positions:
  - Police Officer/Bonus Assignment – RETIRED ANNUITANT
    - Pay Grade PT4806
    - FTEs = 2
  - Principal Accountant – RETIRED ANNUITANT
    - Pay Grade PT5432
    - FTEs = 1
  - Water Systems Supervisor – RETIRED ANNUITANT
    - Pay Grade PT5403
    - FTEs = 1

(d) Effective September 16, 2020, transfer one (1) part-time Program Coordinator position, which is currently a 0.75 FTE, to the Public Works and Utilities Department and convert the position to a full-time position (1 FTE) within the Office Assistant classification.

(e) Reflect reductions to the salary for City Manager retroactive to May 16, 2020 and June 30, 2020, pursuant to the May 2020 and June 2020 Side Letters to the City Manager Employment Agreement.

SECTION 3. This Resolution shall take effect immediately. The City Clerk shall certify to the adoption of this Resolution and enter it into the Book of original Resolutions.

PASSED AND ADOPTED by the City Council of the City of El Monte at its regular meeting on this 15th day of September 2020.

_____
Andre Quintero,
Mayor of the City of El Monte

ATTEST:

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

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

I, Catherine A. Eredia, City Clerk of the City of El Monte, do hereby certify that the above and foregoing Resolution No. _____ was passed, approved, and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at a meeting of said City held on this 15th day of September 2020, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

EXHIBIT "A"
CLASSIFICATION AND COMPENSATION PLAN – FULL TIME CLASSIFICATIONS

City of El Monte Classification and Compensation Plan - Full Time Classifications
Effective July 1, 2020 - Amended September 15, 2020

Reflect staffing level changes (FTE decreases/increases) consistent with the Citywide Budget for FY2021 approved 8/28/2020; reflect prior reductions to the salary for City Manager consistent with applicable Side Letter Agreements; transfer 1 PT Program Coordinator to Public Works and convert to FT Office Assistant to comply with nepotism prohibition in Municipal Code Section 2.72.080(I). *Total FTEs = 299*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
CITY CLERK'S OFFICE (2)								
Chief Deputy City Clerk	E	1	M230	MM147				
Step 1					80,983.09	6,748.59	38.93	3,374.30
Step 2					85,033.06	7,086.09	40.88	3,543.04
Step 3					89,285.52	7,440.46	42.93	3,720.23
Step 4					93,750.63	7,812.55	45.07	3,906.28
Step 5					98,439.22	8,203.27	47.33	4,101.63
Deputy City Clerk	NE	1	G414	G117				
Step 1					47,459.00	3,954.92	22.82	1,977.46
Step 2					49,831.97	4,152.66	23.96	2,076.33
Step 3					52,323.51	4,360.29	25.16	2,180.15
Step 4					54,939.77	4,578.31	26.41	2,289.16
Step 5					57,695.44	4,807.95	27.74	2,403.98
Office Assistant	NE	0	G402	G075				
Step 1					32,470.95	2,705.91	15.61	1,352.96
Step 2					34,094.50	2,841.21	16.39	1,420.60
Step 3					35,799.27	2,983.27	17.21	1,491.64
Step 4					37,589.15	3,132.43	18.07	1,566.21
Step 5					39,468.59	3,289.05	18.98	1,644.52
CITY MANAGER'S OFFICE (9)								
City Manager (eff. 7/1/2020 through 6/31/2021)	E	1	E101	EX144	216,000.00	18,000.00	103.85	9,000.00
City Manager (eff. 5/16/2020 through 6/30/2020)					220,000.00	18,333.33	105.77	9,166.67
City Manager (eff. 3/5/2020 through 5/15/2020)					240,000.00	20,000.00	115.38	10,000.00
Assistant City Manager	E	0	E102	EX134				
Min					184,590.42	15,382.54	88.75	7,691.27
Max					216,300.00	18,025.00	103.99	9,012.50
Senior Project Manager	E	1	M270	MM171				
Step 1					101,959.04	8,496.59	49.02	4,248.29
Step 2					107,057.07	8,921.42	51.47	4,460.71
Step 3					112,409.88	9,367.49	54.04	4,683.75
Step 4					118,030.41	9,835.87	56.75	4,917.93
Step 5					123,931.87	10,327.66	59.58	5,163.83
Information Technology Manager	E	1	M219	MM167				
Step 1					98,037.54	8,169.80	47.13	4,084.90
Step 2					102,939.48	8,578.29	49.49	4,289.14
Step 3					108,086.44	9,007.20	51.96	4,503.60
Step 4					113,490.72	9,457.56	54.56	4,728.78
Step 5					119,858.52	9,988.21	57.62	4,994.11
Database Administrator	E	0	M266	MM156				
Step 1					88,519.73	7,376.64	42.56	3,688.32
Step 2					92,945.79	7,745.48	44.69	3,872.74
Step 3					97,593.08	8,132.76	46.92	4,066.38
Step 4					102,472.83	8,539.40	49.27	4,269.70
Step 5					107,600.00	8,966.67	51.73	4,483.33

City of El Monte Classification and Compensation Plan - Full Time Classifications
Effective July 1, 2020 - Amended September 15, 2020

Reflect staffing level changes (FTE decreases/increases) consistent with the Citywide Budget for FY2021 approved 8/28/2020; reflect prior reductions to the salary for City Manager consistent with applicable Side Letter Agreements; transfer 1 PT Program Coordinator to Public Works and convert to FT Office Assistant to comply with nepotism prohibition in Municipal Code Section 2.72.080(I). *Total FTEs = 299*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Public Information Officer (PIO)	E	0	M274	MM153				
Step 1					85,954.29	7,162.86	41.32	3,581.43
Step 2					90,251.95	7,521.00	43.39	3,760.50
Step 3					94,764.47	7,897.04	45.56	3,948.52
Step 4					99,502.72	8,291.89	47.84	4,145.95
Step 5					104,477.94	8,706.50	50.23	4,353.25
Senior Information Technology Analyst	NE	2	M269	MM150				
Step 1					83,412.60	6,951.05	40.10	3,475.53
Step 2					87,583.08	7,298.59	42.11	3,649.29
Step 3					91,962.22	7,663.52	44.21	3,831.76
Step 4					96,560.45	8,046.70	46.42	4,023.35
Step 5					101,388.47	8,449.04	48.74	4,224.52
Grants Manager	E	0	M222	MM147-1				
Step 1					81,400.18	6,783.35	39.13	3,391.67
Step 2					85,470.17	7,122.51	41.09	3,561.26
Step 3					89,743.63	7,478.64	43.15	3,739.32
Step 4					94,230.85	7,852.57	45.30	3,926.29
Step 5					98,931.26	8,244.27	47.56	4,122.14
Management Analyst	NE	0	M235	MM129				
Step 1					68,188.44	5,682.37	32.78	2,841.19
Step 2					71,597.84	5,966.49	34.42	2,983.24
Step 3					75,531.54	6,294.29	36.31	3,147.15
Step 4					79,308.09	6,609.01	38.13	3,304.50
Step 5					82,874.64	6,906.22	39.84	3,453.11
Executive Assistant to the City Manager	E	1	M237	MM127				
Step 1					66,535.13	5,544.59	31.99	2,772.30
Step 2					69,861.78	5,821.81	33.59	2,910.91
Step 3					73,354.90	6,112.91	35.27	3,056.45
Step 4					77,022.69	6,418.56	37.03	3,209.28
Step 5					80,878.79	6,739.90	38.88	3,369.95
Info Tech Programmer	NE	1	G304	G161				
Step 1					72,853.07	6,071.09	35.03	3,035.54
Step 2					76,495.67	6,374.64	36.78	3,187.32
Step 3					80,320.60	6,693.38	38.62	3,346.69
Step 4					84,336.55	7,028.05	40.55	3,514.02
Step 5					88,551.01	7,379.25	42.57	3,689.63
Department Secretary	NE	1	G321	G135				
Step 1					56,760.89	4,730.07	27.29	2,365.04
Step 2					59,598.97	4,966.58	28.65	2,483.29
Step 3					62,578.90	5,214.91	30.09	2,607.45
Step 4					65,707.78	5,475.65	31.59	2,737.82
Step 5					68,983.39	5,748.62	33.17	2,874.31

City of El Monte Classification and Compensation Plan - Full Time Classifications
Effective July 1, 2020 - Amended September 15, 2020

Reflect staffing level changes (FTE decreases/increases) consistent with the Citywide Budget for FY2021 approved 8/28/2020; reflect prior reductions to the salary for City Manager consistent with applicable Side Letter Agreements; transfer 1 PT Program Coordinator to Public Works and convert to FT Office Assistant to comply with nepotism prohibition in Municipal Code Section 2.72.080(I). *Total FTEs = 299*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Graphic Designer	NE	1	G381	G135				
Step 1					56,760.89	4,730.07	27.29	2,365.04
Step 2					59,598.97	4,966.58	28.65	2,483.29
Step 3					62,578.90	5,214.91	30.09	2,607.45
Step 4					65,707.78	5,475.65	31.59	2,737.82
Step 5					68,983.39	5,748.62	33.17	2,874.31
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT (25)								
Administration								
Community & Economic Development Director	E	1	E112	EX123				
Min					144,982.17	12,081.85	69.70	6,040.92
Max					176,221.64	14,685.14	84.72	7,342.57
Deputy Director of Community & Economic Development	E	1	E120	EX116				
Min					136,535.71	11,377.98	65.64	5,688.99
Max					165,959.97	13,830.00	79.79	6,915.00
Economic Development Senior Manager	E	0	M260	MM202				
Step 1					136,535.71	11,377.98	65.64	5,688.99
Step 2					143,362.56	11,946.88	68.92	5,973.44
Step 3					150,530.57	12,544.21	72.37	6,272.11
Step 4					158,057.10	13,171.43	75.99	6,585.71
Step 5					165,959.97	13,830.00	79.79	6,915.00
Management Analyst	NE	1	M235	MM129				
Step 1					68,188.44	5,682.37	32.78	2,841.19
Step 2					71,597.84	5,966.49	34.42	2,983.24
Step 3					75,531.54	6,294.29	36.31	3,147.15
Step 4					79,308.09	6,609.01	38.13	3,304.50
Step 5					82,874.64	6,906.22	39.84	3,453.11
Building & Safety Division								
Chief Building Official	E	1	M271	MM167				
Step 1					98,037.58	8,169.80	47.13	4,084.90
Step 2					102,939.51	8,578.29	49.49	4,289.15
Step 3					108,086.49	9,007.21	51.96	4,503.60
Step 4					113,490.76	9,457.56	54.56	4,728.78
Step 5					119,858.53	9,988.21	57.62	4,994.11
Senior Permit Technician	NE	1	G410	G129-2				
Step 1					54,030.17	4,502.51	25.98	2,251.26
Step 2					56,731.68	4,727.64	27.27	2,363.82
Step 3					59,568.23	4,964.02	28.64	2,482.01
Step 4					62,546.64	5,212.22	30.07	2,606.11
Step 5					65,668.56	5,472.38	31.57	2,736.19

City of El Monte Classification and Compensation Plan - Full Time Classifications
Effective July 1, 2020 - Amended September 15, 2020

Reflect staffing level changes (FTE decreases/increases) consistent with the Citywide Budget for FY2021 approved 8/28/2020; reflect prior reductions to the salary for City Manager consistent with applicable Side Letter Agreements; transfer 1 PT Program Coordinator to Public Works and convert to FT Office Assistant to comply with nepotism prohibition in Municipal Code Section 2.72.080(I). *Total FTEs = 299*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Housing Division								
Housing Manager	E	1	M209	MM167				
Step 1					98,037.58	8,169.80	47.13	4,084.90
Step 2					102,939.51	8,578.29	49.49	4,289.15
Step 3					108,086.49	9,007.21	51.96	4,503.60
Step 4					113,490.76	9,457.56	54.56	4,728.78
Step 5					119,858.53	9,988.21	57.62	4,994.11
Senior Housing Program Analyst	NE	1	M273	MM156				
Step 1					88,519.78	7,376.65	42.56	3,688.32
Step 2					92,945.81	7,745.48	44.69	3,872.74
Step 3					97,593.10	8,132.76	46.92	4,066.38
Step 4					102,472.78	8,539.40	49.27	4,269.70
Step 5					107,600.01	8,966.67	51.73	4,483.33
Housing Program Coordinator	NE	1	M262	MM145				
Step 1					79,716.97	6,643.08	38.33	3,321.54
Step 2					83,702.82	6,975.24	40.24	3,487.62
Step 3					87,887.97	7,324.00	42.25	3,662.00
Step 4					92,282.42	7,690.20	44.37	3,845.10
Step 5					96,905.65	8,075.47	46.59	4,037.74
Administrative Analyst	NE	1	M282	MM109				
Step 1					56,822.56	4,735.21	27.32	2,367.61
Step 2					59,663.52	4,971.96	28.68	2,485.98
Step 3					62,646.71	5,220.56	30.12	2,610.28
Step 4					65,779.08	5,481.59	31.62	2,740.79
Step 5					69,068.11	5,755.68	33.21	2,877.84
Administrative Technician	NE	1	G400	G128				
Step 1					53,314.64	4,442.89	25.63	2,221.44
Step 2					55,980.41	4,665.03	26.91	2,332.52
Step 3					58,779.40	4,898.28	28.26	2,449.14
Step 4					61,718.31	5,143.19	29.67	2,571.60
Step 5					64,807.00	5,400.58	31.16	2,700.29
Neighborhood Services Division								
Assistant City Prosecutor	E	1	M214	MM160				
Step 1					92,466.97	7,705.58	44.46	3,852.79
Step 2					97,090.33	8,090.86	46.68	4,045.43
Step 3					101,944.82	8,495.40	49.01	4,247.70
Step 4					107,042.05	8,920.17	51.46	4,460.09
Step 5					112,381.37	9,365.11	54.03	4,682.56
Neighborhood Services Manager	E	0	M254	MM159				
Step 1					91,096.68	7,591.39	43.80	3,795.70
Step 2					95,651.49	7,970.96	45.99	3,985.48
Step 3					100,434.10	8,369.51	48.29	4,184.75
Step 4					105,455.77	8,787.98	50.70	4,393.99
Step 5					110,727.92	9,227.33	53.23	4,613.66

City of El Monte Classification and Compensation Plan - Full Time Classifications
Effective July 1, 2020 - Amended September 15, 2020

Reflect staffing level changes (FTE decreases/increases) consistent with the Citywide Budget for FY2021 approved 8/28/2020; reflect prior reductions to the salary for City Manager consistent with applicable Side Letter Agreements; transfer 1 PT Program Coordinator to Public Works and convert to FT Office Assistant to comply with nepotism prohibition in Municipal Code Section 2.72.080(I). *Total FTEs = 299*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Senior Code Enforcement Officer	NE	0	G416	G148				
Step 1					64,417.61	5,368.13	30.97	2,684.07
Step 2					67,638.61	5,636.55	32.52	2,818.28
Step 3					71,020.41	5,918.37	34.14	2,959.18
Step 4					74,571.31	6,214.28	35.85	3,107.14
Step 5					78,300.00	6,525.00	37.64	3,262.50
Code Enforcement Officer II *(Code Enforcement Officer I/II is flexibly staffed; all FTEs budgeted at II)*	NE	5	G316	G139				
Step 1					59,068.12	4,922.34	28.40	2,461.17
Step 2					62,021.49	5,168.46	29.82	2,584.23
Step 3					65,122.56	5,426.88	31.31	2,713.44
Step 4					68,378.70	5,698.22	32.87	2,849.11
Step 5					71,787.12	5,982.26	34.51	2,991.13
Code Enforcement Officer I *(Code Enforcement Officer I/II is flexibly staffed; all FTEs budgeted at II)*	NE	0	G415	G128				
Step 1					53,314.64	4,442.89	25.63	2,221.44
Step 2					55,980.41	4,665.03	26.91	2,332.52
Step 3					58,779.40	4,898.28	28.26	2,449.14
Step 4					61,718.31	5,143.19	29.67	2,571.60
Step 5					64,807.00	5,400.58	31.16	2,700.29
Animal Control Officer	NE	2	G403	G118				
Step 1					48,174.47	4,014.54	23.16	2,007.27
Step 2					50,583.23	4,215.27	24.32	2,107.63
Step 3					53,112.29	4,426.02	25.53	2,213.01
Step 4					55,768.04	4,647.34	26.81	2,323.67
Step 5					58,557.03	4,879.75	28.15	2,439.88
Neighborhood Services Clerk	NE	1	G405	G106				
Step 1					42,990.49	3,582.54	20.67	1,791.27
Step 2					45,140.02	3,761.67	21.70	1,880.83
Step 3					47,397.05	3,949.75	22.79	1,974.88
Step 4					49,766.87	4,147.24	23.93	2,073.62
Step 5					52,248.64	4,354.05	25.12	2,177.03
Planning Division								
City Planner	E	0	M272	MM202				
Step 1					136,535.71	11,377.98	65.64	5,688.99
Step 2					143,362.56	11,946.88	68.92	5,973.44
Step 3					150,530.57	12,544.21	72.37	6,272.11
Step 4					158,057.10	13,171.43	75.99	6,585.71
Step 5					165,959.97	13,830.00	79.79	6,915.00
Senior Planner	E	2	M253	MM154				
Step 1					87,253.79	7,271.15	41.95	3,635.57
Step 2					91,616.40	7,634.70	44.05	3,817.35
Step 3					96,197.21	8,016.43	46.25	4,008.22
Step 4					101,007.08	8,417.26	48.56	4,208.63
Step 5					106,057.54	8,838.13	50.99	4,419.06

City of El Monte Classification and Compensation Plan - Full Time Classifications
Effective July 1, 2020 - Amended September 15, 2020

Reflect staffing level changes (FTE decreases/increases) consistent with the Citywide Budget for FY2021 approved 8/28/2020; reflect prior reductions to the salary for City Manager consistent with applicable Side Letter Agreements; transfer 1 PT Program Coordinator to Public Works and convert to FT Office Assistant to comply with nepotism prohibition in Municipal Code Section 2.72.080(I). *Total FTEs = 299*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Associate Planner	NE	1	M226	MM134				
Step 1					71,837.60	5,986.47	34.54	2,993.23
Step 2					75,429.46	6,285.79	36.26	3,142.89
Step 3					79,201.00	6,600.08	38.08	3,300.04
Step 4					83,160.99	6,930.08	39.98	3,465.04
Step 5					87,313.32	7,276.11	41.98	3,638.05
Assistant Planner	NE	1	G309	G151				
Step 1					66,354.89	5,529.57	31.90	2,764.79
Step 2					69,669.72	5,805.81	33.50	2,902.90
Step 3					73,159.78	6,096.65	35.17	3,048.32
Step 4					76,825.07	6,402.09	36.94	3,201.04
Step 5					80,665.59	6,722.13	38.78	3,361.07
Landscape Technician	NE	0	G386	G129-2				
Step 1					54,030.17	4,502.51	25.98	2,251.26
Step 2					56,731.68	4,727.64	27.27	2,363.82
Step 3					59,568.23	4,964.02	28.64	2,482.01
Step 4					62,546.64	5,212.22	30.07	2,606.11
Step 5					65,668.56	5,472.38	31.57	2,736.19
Account Clerk	NE	1	G360	G113				
Step 1					45,867.24	3,822.27	22.05	1,911.13
Step 2					48,160.56	4,013.38	23.15	2,006.69
Step 3					50,568.63	4,214.05	24.31	2,107.03
Step 4					53,097.13	4,424.76	25.53	2,212.38
Step 5					55,753.30	4,646.11	26.80	2,323.05
Senior Office Assistant	NE	1	G367	G106				
Step 1					42,990.49	3,582.54	20.67	1,791.27
Step 2					45,140.02	3,761.67	21.70	1,880.83
Step 3					47,397.05	3,949.75	22.79	1,974.88
Step 4					49,766.87	4,147.24	23.93	2,073.62
Step 5					52,248.64	4,354.05	25.12	2,177.03
FINANCE DEPARTMENT (14)								
Administration								
Finance Director	E	1	E113	EX123				
Min					144,982.17	12,081.85	69.70	6,040.92
Max					176,221.64	14,685.14	84.72	7,342.57
Finance Manager	E	1	M258	MM167				
Step 1					98,037.58	8,169.80	47.13	4,084.90
Step 2					102,939.51	8,578.29	49.49	4,289.15
Step 3					108,086.49	9,007.21	51.96	4,503.60
Step 4					113,490.76	9,457.56	54.56	4,728.78
Step 5					119,858.53	9,988.21	57.62	4,994.11

City of El Monte Classification and Compensation Plan - Full Time Classifications
Effective July 1, 2020 - Amended September 15, 2020

Reflect staffing level changes (FTE decreases/increases) consistent with the Citywide Budget for FY2021 approved 8/28/2020; reflect prior reductions to the salary for City Manager consistent with applicable Side Letter Agreements; transfer 1 PT Program Coordinator to Public Works and convert to FT Office Assistant to comply with nepotism prohibition in Municipal Code Section 2.72.080(I). *Total FTEs = 299*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Accounting Division								
Accounting Manager	E	1	M257	MM167				
Step 1					98,037.58	8,169.80	47.13	4,084.90
Step 2					102,939.51	8,578.29	49.49	4,289.15
Step 3					108,086.49	9,007.21	51.96	4,503.60
Step 4					113,490.76	9,457.56	54.56	4,728.78
Step 5					119,858.53	9,988.21	57.62	4,994.11
Principal Accountant	E	0	M267	MM160-1				
Step 1					92,946.08	7,745.51	44.69	3,872.75
Step 2					97,593.37	8,132.78	46.92	4,066.39
Step 3					102,473.06	8,539.42	49.27	4,269.71
Step 4					107,596.67	8,966.39	51.73	4,483.19
Step 5					112,976.47	9,414.71	54.32	4,707.35
Accountant II *(Accountant I/II is flexibly staffed; all FTEs budgeted at II level)*	E	3	M232	MM131				
Step 1					69,826.87	5,818.91	33.57	2,909.45
Step 2					73,318.18	6,109.85	35.25	3,054.92
Step 3					76,984.03	6,415.34	37.01	3,207.67
Step 4					80,833.31	6,736.11	38.86	3,368.05
Step 5					84,855.74	7,071.31	40.80	3,535.66
Accountant I *(Accountant I/II is flexibly staffed; all FTEs budgeted at II level)*	E	0	M284	MM120-1				
Step 1					62,930.63	5,244.22	30.26	2,622.11
Step 2					66,077.03	5,506.42	31.77	2,753.21
Step 3					69,380.91	5,781.74	33.36	2,890.87
Step 4					72,849.86	6,070.82	35.02	3,035.41
Step 5					76,499.82	6,374.98	36.78	3,187.49
Management Analyst	NE	1	M235	MM129				
Step 1					68,188.44	5,682.37	32.78	2,841.19
Step 2					71,597.84	5,966.49	34.42	2,983.24
Step 3					75,531.54	6,294.29	36.31	3,147.15
Step 4					79,308.09	6,609.01	38.13	3,304.50
Step 5					82,874.64	6,906.22	39.84	3,453.11
Accounting Technician	NE	1	G341	G128				
Step 1					53,314.64	4,442.89	25.63	2,221.44
Step 2					55,980.41	4,665.03	26.91	2,332.52
Step 3					58,779.40	4,898.28	28.26	2,449.14
Step 4					61,718.31	5,143.19	29.67	2,571.60
Step 5					64,807.00	5,400.58	31.16	2,700.29
Payroll Clerk	NE	1	G377	G128				
Step 1					53,314.64	4,442.89	25.63	2,221.44
Step 2					55,980.41	4,665.03	26.91	2,332.52
Step 3					58,779.40	4,898.28	28.26	2,449.14
Step 4					61,718.31	5,143.19	29.67	2,571.60
Step 5					64,807.00	5,400.58	31.16	2,700.29

City of El Monte Classification and Compensation Plan - Full Time Classifications
Effective July 1, 2020 - Amended September 15, 2020

Reflect staffing level changes (FTE decreases/increases) consistent with the Citywide Budget for FY2021 approved 8/28/2020; reflect prior reductions to the salary for City Manager consistent with applicable Side Letter Agreements; transfer 1 PT Program Coordinator to Public Works and convert to FT Office Assistant to comply with nepotism prohibition in Municipal Code Section 2.72.080(I). *Total FTEs = 299*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Account Clerk	NE	2	G360	G113				
Step 1					45,867.24	3,822.27	22.05	1,911.13
Step 2					48,160.56	4,013.38	23.15	2,006.69
Step 3					50,568.63	4,214.05	24.31	2,107.03
Step 4					53,097.13	4,424.76	25.53	2,212.38
Step 5					55,753.30	4,646.11	26.80	2,323.05
Customer Service Representative	NE	0	G408	G113				
Step 1					45,867.24	3,822.27	22.05	1,911.13
Step 2					48,160.56	4,013.38	23.15	2,006.69
Step 3					50,568.63	4,214.05	24.31	2,107.03
Step 4					53,097.13	4,424.76	25.53	2,212.38
Step 5					55,753.30	4,646.11	26.80	2,323.05
Purchasing Division								
Purchasing/Contract Manager	E	0	M283	MM163				
Step 1					94,775.60	7,897.97	45.57	3,948.98
Step 2					99,514.40	8,292.87	47.84	4,146.43
Step 3					104,490.18	8,707.52	50.24	4,353.76
Step 4					109,714.63	9,142.89	52.75	4,571.44
Step 5					115,196.36	9,599.70	55.38	4,799.85
Purchasing Clerk	NE	0	G370	G106				
Step 1					42,990.49	3,582.54	20.67	1,791.27
Step 2					45,140.02	3,761.67	21.70	1,880.83
Step 3					47,397.05	3,949.75	22.79	1,974.88
Step 4					49,766.87	4,147.24	23.93	2,073.62
Step 5					52,248.64	4,354.05	25.12	2,177.03
Treasury Division								
Cashier Clerk	NE	1	G350	G118				
Step 1					48,174.47	4,014.54	23.16	2,007.27
Step 2					50,583.23	4,215.27	24.32	2,107.63
Step 3					53,112.29	4,426.02	25.53	2,213.01
Step 4					55,768.04	4,647.34	26.81	2,323.67
Step 5					58,557.03	4,879.75	28.15	2,439.88
Account Clerk	NE	1	G360	G113				
Step 1					45,867.24	3,822.27	22.05	1,911.13
Step 2					48,160.56	4,013.38	23.15	2,006.69
Step 3					50,568.63	4,214.05	24.31	2,107.03
Step 4					53,097.13	4,424.76	25.53	2,212.38
Step 5					55,753.30	4,646.11	26.80	2,323.05
Customer Service Representative	NE	1	G408	G113				
Step 1					45,867.24	3,822.27	22.05	1,911.13
Step 2					48,160.56	4,013.38	23.15	2,006.69
Step 3					50,568.63	4,214.05	24.31	2,107.03
Step 4					53,097.13	4,424.76	25.53	2,212.38
Step 5					55,753.30	4,646.11	26.80	2,323.05

City of El Monte Classification and Compensation Plan - Full Time Classifications
Effective July 1, 2020 - Amended September 15, 2020

Reflect staffing level changes (FTE decreases/increases) consistent with the Citywide Budget for FY2021 approved 8/28/2020; reflect prior reductions to the salary for City Manager consistent with applicable Side Letter Agreements; transfer 1 PT Program Coordinator to Public Works and convert to FT Office Assistant to comply with nepotism prohibition in Municipal Code Section 2.72.080(I). *Total FTEs = 299*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
HUMAN RESOURCES/RISK MANAGEMENT DEPARTMENT (4)								
Human Resources/Risk Management Director	E	1	E111	EX104				
Min					131,735.14	10,977.93	63.33	5,488.96
Max					161,744.81	13,478.73	77.76	6,739.37
Human Resources/Risk Manager	E	0	M268	MM167				
Step 1					98,037.58	8,169.80	47.13	4,084.90
Step 2					102,939.51	8,578.29	49.49	4,289.15
Step 3					108,086.49	9,007.21	51.96	4,503.60
Step 4					113,490.76	9,457.56	54.56	4,728.78
Step 5					119,858.53	9,988.21	57.62	4,994.11
Senior Management Analyst	E	2	M223	MM145				
Step 1					79,716.97	6,643.08	38.33	3,321.54
Step 2					83,702.82	6,975.24	40.24	3,487.62
Step 3					87,887.97	7,324.00	42.25	3,662.00
Step 4					92,282.42	7,690.20	44.37	3,845.10
Step 5					96,905.65	8,075.47	46.59	4,037.74
Human Resources/Risk Management Analyst	NE	0	M240	MM129				
Step 1					68,188.44	5,682.37	32.78	2,841.19
Step 2					71,597.84	5,966.49	34.42	2,983.24
Step 3					75,531.54	6,294.29	36.31	3,147.15
Step 4					79,308.09	6,609.01	38.13	3,304.50
Step 5					82,874.64	6,906.22	39.84	3,453.11
Wellness Coordinator	NE	0	G385	G135				
Step 1					56,760.89	4,730.07	27.29	2,365.04
Step 2					59,598.97	4,966.58	28.65	2,483.29
Step 3					62,578.90	5,214.91	30.09	2,607.45
Step 4					65,707.78	5,475.65	31.59	2,737.82
Step 5					68,983.39	5,748.62	33.17	2,874.31
Human Resources/Risk Management Specialist	NE	1	G395	G120				
Step 1					48,568.75	4,047.40	23.35	2,023.70
Step 2					50,997.25	4,249.77	24.52	2,124.89
Step 3					53,547.03	4,462.25	25.74	2,231.13
Step 4					56,224.34	4,685.36	27.03	2,342.68
Step 5					59,038.92	4,919.91	28.38	2,459.95
Office Assistant	NE	0	G402	G075				
Step 1					32,470.95	2,705.91	15.61	1,352.96
Step 2					34,094.50	2,841.21	16.39	1,420.60
Step 3					35,799.27	2,983.27	17.21	1,491.64
Step 4					37,589.15	3,132.43	18.07	1,566.21
Step 5					39,468.59	3,289.05	18.98	1,644.52

City of El Monte Classification and Compensation Plan - Full Time Classifications
Effective July 1, 2020 - Amended September 15, 2020

Reflect staffing level changes (FTE decreases/increases) consistent with the Citywide Budget for FY2021 approved 8/28/2020; reflect prior reductions to the salary for City Manager consistent with applicable Side Letter Agreements; transfer 1 PT Program Coordinator to Public Works and convert to FT Office Assistant to comply with nepotism prohibition in Municipal Code Section 2.72.080(I). *Total FTEs = 299*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT (13)								
Administration								
Parks, Recreation & Community Services Director	E	1	E117	EX115				
Min					134,863.09	11,238.59	64.84	5,619.30
Max					163,923.69	13,660.31	78.81	6,830.15
Deputy Director of Parks, Recreation & Community Services	E	0	E119	EX100				
Min					107,888.02	8,990.67	51.87	4,495.33
Max					131,138.95	10,928.25	63.05	5,464.12
Management Analyst	NE	0	M235	MM129				
Step 1					68,188.44	5,682.37	32.78	2,841.19
Step 2					71,597.84	5,966.49	34.42	2,983.24
Step 3					75,531.54	6,294.29	36.31	3,147.15
Step 4					79,308.09	6,609.01	38.13	3,304.50
Step 5					82,874.64	6,906.22	39.84	3,453.11
Administrative Technician	NE	1	G400	G128				
Step 1					53,314.64	4,442.89	25.63	2,221.44
Step 2					55,980.41	4,665.03	26.91	2,332.52
Step 3					58,779.40	4,898.28	28.26	2,449.14
Step 4					61,718.31	5,143.19	29.67	2,571.60
Step 5					64,807.00	5,400.58	31.16	2,700.29
Secretary w/Shorthand	NE	1	G342	G128				
Step 1					53,314.64	4,442.89	25.63	2,221.44
Step 2					55,980.41	4,665.03	26.91	2,332.52
Step 3					58,779.40	4,898.28	28.26	2,449.14
Step 4					61,718.31	5,143.19	29.67	2,571.60
Step 5					64,807.00	5,400.58	31.16	2,700.29
Aquatics Division								
Aquatics Supervisor	NE	1	M277	MM139				
Step 1					74,831.44	6,235.95	35.98	3,117.98
Step 2					78,573.09	6,547.76	37.78	3,273.88
Step 3					82,501.75	6,875.15	39.66	3,437.57
Step 4					86,626.91	7,218.91	41.65	3,609.45
Step 5					90,962.61	7,580.22	43.73	3,790.11
Aquatics Coordinator	NE	1	G392	G135				
Step 1					56,760.89	4,730.07	27.29	2,365.04
Step 2					59,598.97	4,966.58	28.65	2,483.29
Step 3					62,578.90	5,214.91	30.09	2,607.45
Step 4					65,707.78	5,475.65	31.59	2,737.82
Step 5					68,983.39	5,748.62	33.17	2,874.31

City of El Monte Classification and Compensation Plan - Full Time Classifications
Effective July 1, 2020 - Amended September 15, 2020

Reflect staffing level changes (FTE decreases/increases) consistent with the Citywide Budget for FY2021 approved 8/28/2020; reflect prior reductions to the salary for City Manager consistent with applicable Side Letter Agreements; transfer 1 PT Program Coordinator to Public Works and convert to FT Office Assistant to comply with nepotism prohibition in Municipal Code Section 2.72.080(I). *Total FTEs = 299*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Community Wellness & Senior Services Division								
Parks, Recreation & Community Services Supervisor	NE	0	M255	MM139				
Step 1					74,831.44	6,235.95	35.98	3,117.98
Step 2					78,573.09	6,547.76	37.78	3,273.88
Step 3					82,501.75	6,875.15	39.66	3,437.57
Step 4					86,626.91	7,218.91	41.65	3,609.45
Step 5					90,962.61	7,580.22	43.73	3,790.11
Social Worker	NE	1	G365	G121				
Step 1					49,503.27	4,125.27	23.80	2,062.64
Step 2					51,978.50	4,331.54	24.99	2,165.77
Step 3					54,577.38	4,548.11	26.24	2,274.06
Step 4					57,306.32	4,775.53	27.55	2,387.76
Step 5					60,177.89	5,014.82	28.93	2,507.41
Administrative Clerk	NE	0	G372	G100				
Step 1					40,697.80	3,391.48	19.57	1,695.74
Step 2					42,732.85	3,561.07	20.54	1,780.54
Step 3					44,869.35	3,739.11	21.57	1,869.56
Step 4					47,112.92	3,926.08	22.65	1,963.04
Step 5					49,459.56	4,121.63	23.78	2,060.81
Facilities, Special Programs and Events Division								
Community Liaison	NE	1	M245	MM147				
Step 1					80,983.09	6,748.59	38.93	3,374.30
Step 2					85,033.06	7,086.09	40.88	3,543.04
Step 3					89,285.52	7,440.46	42.93	3,720.23
Step 4					93,750.63	7,812.55	45.07	3,906.28
Step 5					98,439.22	8,203.27	47.33	4,101.63
Parks, Recreation & Community Services Supervisor	NE	1	M255	MM139				
Step 1					74,831.44	6,235.95	35.98	3,117.98
Step 2					78,573.09	6,547.76	37.78	3,273.88
Step 3					82,501.75	6,875.15	39.66	3,437.57
Step 4					86,626.91	7,218.91	41.65	3,609.45
Step 5					90,962.61	7,580.22	43.73	3,790.11
Recreation Division								
Recreation Services Manager	E	1	M250	MM160				
Step 1					92,466.97	7,705.58	44.46	3,852.79
Step 2					97,090.33	8,090.86	46.68	4,045.43
Step 3					101,944.82	8,495.40	49.01	4,247.70
Step 4					107,042.05	8,920.17	51.46	4,460.09
Step 5					112,381.37	9,365.11	54.03	4,682.56
Recreation Coordinator	NE	4	G319	G135				
Step 1					56,760.89	4,730.07	27.29	2,365.04
Step 2					59,598.97	4,966.58	28.65	2,483.29
Step 3					62,578.90	5,214.91	30.09	2,607.45
Step 4					65,707.78	5,475.65	31.59	2,737.82
Step 5					68,983.39	5,748.62	33.17	2,874.31

City of El Monte Classification and Compensation Plan - Full Time Classifications
Effective July 1, 2020 - Amended September 15, 2020

Reflect staffing level changes (FTE decreases/increases) consistent with the Citywide Budget for FY2021 approved 8/28/2020; reflect prior reductions to the salary for City Manager consistent with applicable Side Letter Agreements; transfer 1 PT Program Coordinator to Public Works and convert to FT Office Assistant to comply with nepotism prohibition in Municipal Code Section 2.72.080(I). *Total FTEs = 299*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
POLICE DEPARTMENT (162 - 122 Sworn, 40 Civilian)								
Sworn Personnel								
Chief of Police	E	1	E103	EX142				
Min					193,075.76	16,089.65	92.82	8,044.82
Max					234,685.50	19,557.13	112.83	9,778.56
Police Captain	E	2	P501	PM115				
Step 1					162,066.28	13,505.52	77.92	6,752.76
Step 2					170,169.54	14,180.79	81.81	7,090.40
Step 3					178,678.05	14,889.84	85.90	7,444.92
Step 4					187,612.01	15,634.33	90.20	7,817.17
Step 5					196,998.38	16,416.53	94.71	8,208.27
Police Lieutenant	E	6	P502	PM100				
Step 1					140,927.20	11,743.93	67.75	5,871.97
Step 2					147,973.51	12,331.13	71.14	6,165.56
Step 3					155,372.22	12,947.68	74.70	6,473.84
Step 4					163,140.88	13,595.07	78.43	6,797.54
Step 5					171,302.94	14,275.24	82.36	7,137.62
Police Sergeant	NE	16	S601	P123-1				
Step 1					97,166.31	8,097.19	46.71	4,048.60
Step 2					102,024.65	8,502.05	49.05	4,251.03
Step 3					107,125.88	8,927.16	51.50	4,463.58
Step 4					112,482.08	9,373.51	54.08	4,686.75
Step 5					118,107.84	9,842.32	56.78	4,921.16
Helicopter Pilot	NE	1	S602	P123				
Step 1					97,106.22	8,092.18	46.69	4,046.09
Step 2					101,961.47	8,496.79	49.02	4,248.39
Step 3					107,059.61	8,921.63	51.47	4,460.82
Step 4					112,412.58	9,367.72	54.04	4,683.86
Step 5					118,032.73	9,836.06	56.75	4,918.03
Police Corporal	NE	13	S606	P107				
Step 1					82,819.56	6,901.63	39.82	3450.82
Step 2					86,960.61	7,246.72	41.81	3623.36
Step 3					91,308.61	7,609.05	43.90	3804.53
Step 4					95,873.94	7,989.49	46.09	3994.75
Step 5					100,663.35	8,388.61	48.40	4194.31
Police Officer II	NE	12	S609	P106				
Step 1					82,239.16	6,853.26	39.54	3426.63
Step 2					86,351.14	7,195.93	41.51	3597.96
Step 3					90,668.67	7,555.72	43.59	3777.86
Step 4					95,202.13	7,933.51	45.77	3966.76
Step 5					99,963.88	8,330.32	48.06	4165.16

City of El Monte Classification and Compensation Plan - Full Time Classifications
Effective July 1, 2020 - Amended September 15, 2020

Reflect staffing level changes (FTE decreases/increases) consistent with the Citywide Budget for FY2021 approved 8/28/2020; reflect prior reductions to the salary for City Manager consistent with applicable Side Letter Agreements; transfer 1 PT Program Coordinator to Public Works and convert to FT Office Assistant to comply with nepotism prohibition in Municipal Code Section 2.72.080(I). *Total FTEs = 299*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Police Officer/Bonus Assignment *(Combined with Police Officer, maximum FTEs = 71; underfills permitted)*	NE	39	S605	P106				
Step 1					82,239.16	6,853.26	39.54	3,426.63
Step 2					86,351.14	7,195.93	41.51	3,597.96
Step 3					90,668.67	7,555.72	43.59	3,777.86
Step 4					95,202.13	7,933.51	45.77	3,966.76
Step 5					99,963.88	8,330.32	48.06	4,165.16
Police Officer	NE	32	S608	P100				
Step 1					77,685.20	6,473.77	37.35	3,236.88
Step 2					81,569.46	6,797.45	39.22	3,398.73
Step 3					85,647.89	7,137.32	41.18	3,568.66
Step 4					89,930.32	7,494.19	43.24	3,747.10
Step 5					94,427.70	7,868.97	45.40	3,934.49
Civilian Personnel								
Police Communications Manager	E	1	M227	MM141				
Step 1					76,663.57	6,388.63	36.86	3,194.32
Step 2					80,496.78	6,708.07	38.70	3,354.03
Step 3					84,521.56	7,043.46	40.64	3,521.73
Step 4					88,747.64	7,395.64	42.67	3,697.82
Step 5					93,181.99	7,765.17	44.80	3,882.58
Management Analyst	NE	1	M235	MM129				
Step 1					68,188.44	5,682.37	32.78	2,841.19
Step 2					71,597.84	5,966.49	34.42	2,983.24
Step 3					75,531.54	6,294.29	36.31	3,147.15
Step 4					79,308.09	6,609.01	38.13	3,304.50
Step 5					82,874.64	6,906.22	39.84	3,453.11
Senior Administrative Assistant	NE	1	M251	MM120-1				
Step 1					62,930.63	5,244.22	30.26	2,622.11
Step 2					66,077.03	5,506.42	31.77	2,753.21
Step 3					69,380.91	5,781.74	33.36	2,890.87
Step 4					72,849.86	6,070.82	35.02	3,035.41
Step 5					76,499.82	6,374.98	36.78	3,187.49
Police Recruit *(Utilized only to fill Police Officer vacancies; excluded from total FTEs)*	NE	0	G394	G148				
Step 1					64,417.61	5,368.13	30.97	2,684.07
Step 2					67,638.61	5,636.55	32.52	2,818.28
Step 3					71,020.41	5,918.37	34.14	2,959.18
Step 4					74,571.31	6,214.28	35.85	3,107.14
Step 5					78,300.00	6,525.00	37.64	3,262.50
Custody Supervisor	NE	1	G411	G142				
Step 1					60,601.37	5,050.11	29.14	2,525.06
Step 2					63,631.61	5,302.63	30.59	2,651.32
Step 3					66,813.04	5,567.75	32.12	2,783.88
Step 4					70,153.67	5,846.14	33.73	2,923.07
Step 5					73,670.89	6,139.24	35.42	3,069.62

City of El Monte Classification and Compensation Plan - Full Time Classifications
Effective July 1, 2020 - Amended September 15, 2020

Reflect staffing level changes (FTE decreases/increases) consistent with the Citywide Budget for FY2021 approved 8/28/2020; reflect prior reductions to the salary for City Manager consistent with applicable Side Letter Agreements; transfer 1 PT Program Coordinator to Public Works and convert to FT Office Assistant to comply with nepotism prohibition in Municipal Code Section 2.72.080(I). *Total FTEs = 299*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Police Dispatch Shift Supervisor	NE	4	G312	G142				
Step 1					60,601.37	5,050.11	29.14	2,525.06
Step 2					63,631.61	5,302.63	30.59	2,651.32
Step 3					66,813.04	5,567.75	32.12	2,783.88
Step 4					70,153.67	5,846.14	33.73	2,923.07
Step 5					73,670.89	6,139.24	35.42	3,069.62
ID Technician	NE	1	G330	G133				
Step 1					55,899.28	4,658.27	26.87	2,329.14
Step 2					58,694.25	4,891.19	28.22	2,445.59
Step 3					61,629.05	5,135.75	29.63	2,567.88
Step 4					64,710.49	5,392.54	31.11	2,696.27
Step 5					67,946.59	5,662.22	32.67	2,831.11
Police Records Supervisor	NE	1	G346	G133				
Step 1					55,899.28	4,658.27	26.87	2,329.14
Step 2					58,694.25	4,891.19	28.22	2,445.59
Step 3					61,629.05	5,135.75	29.63	2,567.88
Step 4					64,710.49	5,392.54	31.11	2,696.27
Step 5					67,946.59	5,662.22	32.67	2,831.11
Administrative Specialist	NE	1	G409	G130				
Step 1					54,701.96	4,558.50	26.30	2,279.25
Step 2					57,437.05	4,786.42	27.61	2,393.21
Step 3					60,308.76	5,025.73	28.99	2,512.86
Step 4					63,324.30	5,277.02	30.44	2,638.51
Step 5					66,500.91	5,541.74	31.97	2,770.87
Custody Officer	NE	7	G338	G129				
Step 1					53,592.07	4,466.01	25.77	2,233.00
Step 2					56,271.82	4,689.32	27.05	2,344.66
Step 3					59,085.25	4,923.77	28.41	2,461.89
Step 4					62,039.56	5,169.96	29.83	2,584.98
Step 5					65,142.92	5,428.58	31.32	2,714.29
Police Dispatcher	NE	10	G339	G129				
Step 1					53,592.07	4,466.01	25.77	2,233.00
Step 2					56,271.82	4,689.32	27.05	2,344.66
Step 3					59,085.25	4,923.77	28.41	2,461.89
Step 4					62,039.56	5,169.96	29.83	2,584.98
Step 5					65,142.92	5,428.58	31.32	2,714.29
Senior Equipment Maintenance Technician	NE	1	G343	G128				
Step 1					53,314.64	4,442.89	25.63	2,221.44
Step 2					55,980.41	4,665.03	26.91	2,332.52
Step 3					58,779.40	4,898.28	28.26	2,449.14
Step 4					61,718.31	5,143.19	29.67	2,571.60
Step 5					64,807.00	5,400.58	31.16	2,700.29

City of El Monte Classification and Compensation Plan - Full Time Classifications
Effective July 1, 2020 - Amended September 15, 2020

Reflect staffing level changes (FTE decreases/increases) consistent with the Citywide Budget for FY2021 approved 8/28/2020; reflect prior reductions to the salary for City Manager consistent with applicable Side Letter Agreements; transfer 1 PT Program Coordinator to Public Works and convert to FT Office Assistant to comply with nepotism prohibition in Municipal Code Section 2.72.080(I). *Total FTEs = 299*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Senior Parking Technician	NE	1	G412	G123				
Step 1					50,700.72	4,225.06	24.38	2,112.53
Step 2					53,235.83	4,436.32	25.59	2,218.16
Step 3					55,897.54	4,658.13	26.87	2,329.06
Step 4					58,692.51	4,891.04	28.22	2,445.52
Step 5					61,623.57	5,135.30	29.63	2,567.65
Support Services Specialist	NE	1	G397	G123				
Step 1					50,700.72	4,225.06	24.38	2,112.53
Step 2					53,235.83	4,436.32	25.59	2,218.16
Step 3					55,897.54	4,658.13	26.87	2,329.06
Step 4					58,692.51	4,891.04	28.22	2,445.52
Step 5					61,623.57	5,135.30	29.63	2,567.65
Equipment Maintenance Technician	NE	1	G349	G118				
Step 1					48,174.47	4,014.54	23.16	2,007.27
Step 2					50,583.23	4,215.27	24.32	2,107.63
Step 3					53,112.29	4,426.02	25.53	2,213.01
Step 4					55,768.04	4,647.34	26.81	2,323.67
Step 5					58,557.03	4,879.75	28.15	2,439.88
Parking Technician	NE	1	G357	G114				
Step 1					46,290.70	3,857.56	22.26	1,928.78
Step 2					48,605.39	4,050.45	23.37	2,025.22
Step 3					51,035.43	4,252.95	24.54	2,126.48
Step 4					53,587.26	4,465.60	25.76	2,232.80
Step 5					56,279.04	4,689.92	27.06	2,344.96
Police Records Technician	NE	7	G363	G110				
Step 1					44,713.62	3,726.13	21.50	1,863.07
Step 2					46,949.31	3,912.44	22.57	1,956.22
Step 3					49,296.74	4,108.06	23.70	2,054.03
Step 4					51,761.55	4,313.46	24.89	2,156.73
Step 5					54,351.47	4,529.29	26.13	2,264.64
PUBLIC WORKS AND UTILITIES DEPARTMENT (71)								
Administration								
Public Works & Utilities Director	E	1	E114	EX123				
Min					144,982.17	12,081.85	69.70	6,040.92
Max					176,221.64	14,685.14	84.72	7,342.57
Deputy Director of Public Works & Utilities	E	0	E118	EX116				
Min					136,535.71	11,377.98	65.64	5,688.99
Max					165,959.97	13,830.00	79.79	6,915.00
Senior Project Manager	E	1	M270	MM171				
Step 1					101,959.04	8,496.59	49.02	4,248.29
Step 2					107,057.07	8,921.42	51.47	4,460.71
Step 3					112,409.88	9,367.49	54.04	4,683.75
Step 4					118,030.41	9,835.87	56.75	4,917.93
Step 5					123,931.87	10,327.66	59.58	5,163.83

City of El Monte Classification and Compensation Plan - Full Time Classifications
Effective July 1, 2020 - Amended September 15, 2020

Reflect staffing level changes (FTE decreases/increases) consistent with the Citywide Budget for FY2021 approved 8/28/2020; reflect prior reductions to the salary for City Manager consistent with applicable Side Letter Agreements; transfer 1 PT Program Coordinator to Public Works and convert to FT Office Assistant to comply with nepotism prohibition in Municipal Code Section 2.72.080(I). *Total FTEs = 299*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Department Secretary	NE	1	G321	G135				
Step 1					56,760.89	4,730.07	27.29	2,365.04
Step 2					59,598.97	4,966.58	28.65	2,483.29
Step 3					62,578.90	5,214.91	30.09	2,607.45
Step 4					65,707.78	5,475.65	31.59	2,737.82
Step 5					68,983.39	5,748.62	33.17	2,874.31
Office Assistant (eff. 9/16/2020)	NE	1	G402	G075				
Step 1					32,470.95	2,705.91	15.61	1,352.96
Step 2					34,094.50	2,841.21	16.39	1,420.60
Step 3					35,799.27	2,983.27	17.21	1,491.64
Step 4					37,589.15	3,132.43	18.07	1,566.21
Step 5					39,468.59	3,289.05	18.98	1,644.52
Engineering Division								
City Engineer	E	1	M261	MM200				
Step 1					134,239.51	11,186.63	64.54	5,593.31
Step 2					140,951.38	11,745.95	67.77	5,872.97
Step 3					147,999.04	12,333.25	71.15	6,166.63
Step 4					155,398.94	12,949.91	74.71	6,474.96
Step 5					163,100.66	13,591.72	78.41	6,795.86
Senior Civil Engineer	E	0	M286	MM153				
Step 1					85,954.29	7,162.86	41.32	3,581.43
Step 2					90,251.95	7,521.00	43.39	3,760.50
Step 3					94,764.47	7,897.04	45.56	3,948.52
Step 4					99,502.72	8,291.89	47.84	4,145.95
Step 5					104,477.94	8,706.50	50.23	4,353.25
Senior Management Analyst	E	0	M223	MM145				
Step 1					79,716.97	6,643.08	38.33	3,321.54
Step 2					83,702.82	6,975.24	40.24	3,487.62
Step 3					87,887.97	7,324.00	42.25	3,662.00
Step 4					92,282.42	7,690.20	44.37	3,845.10
Step 5					96,905.65	8,075.47	46.59	4,037.74
Associate Civil Engineer	E	2	M280	MM140				
Step 1					75,579.74	6,298.31	36.34	3,149.16
Step 2					79,358.82	6,613.24	38.15	3,306.62
Step 3					83,326.78	6,943.90	40.06	3,471.95
Step 4					87,493.12	7,291.09	42.06	3,645.55
Step 5					91,872.12	7,656.01	44.17	3,828.01
Public Works Inspector	NE	0	M265	MM118				
Step 1					61,813.39	5,151.12	29.72	2,575.56
Step 2					64,904.05	5,408.67	31.20	2,704.34
Step 3					68,149.37	5,679.11	32.76	2,839.56
Step 4					71,556.84	5,963.07	34.40	2,981.54
Step 5					75,134.61	6,261.22	36.12	3,130.61

City of El Monte Classification and Compensation Plan - Full Time Classifications
Effective July 1, 2020 - Amended September 15, 2020

Reflect staffing level changes (FTE decreases/increases) consistent with the Citywide Budget for FY2021 approved 8/28/2020; reflect prior reductions to the salary for City Manager consistent with applicable Side Letter Agreements; transfer 1 PT Program Coordinator to Public Works and convert to FT Office Assistant to comply with nepotism prohibition in Municipal Code Section 2.72.080(I). *Total FTEs = 299*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Public Works Clerk	NE	1	G387	G100				
Step 1					40,697.80	3,391.48	19.57	1,695.74
Step 2					42,732.85	3,561.07	20.54	1,780.54
Step 3					44,869.35	3,739.11	21.57	1,869.56
Step 4					47,112.92	3,926.08	22.65	1,963.04
Step 5					49,459.56	4,121.63	23.78	2,060.81
Maintenance Division								
Public Works Operations Superintendent	E	1	M203	MM190				
Step 1					121,318.23	10,109.85	58.33	5,054.93
Step 2					127,384.07	10,615.34	61.24	5,307.67
Step 3					133,753.20	11,146.10	64.30	5,573.05
Step 4					140,440.88	11,703.41	67.52	5,851.70
Step 5					147,458.60	12,288.22	70.89	6,144.11
Public Works Maintenance Supervisor	E	1	M213	MM160				
Step 1					92,466.97	7,705.58	44.46	3,852.79
Step 2					97,090.33	8,090.86	46.68	4,045.43
Step 3					101,944.82	8,495.40	49.01	4,247.70
Step 4					107,042.05	8,920.17	51.46	4,460.09
Step 5					112,381.37	9,365.11	54.03	4,682.56
Public Works Maintenance Field Supervisor	NE	3	M243	MM137				
Step 1					73,669.82	6,139.15	35.42	3,069.58
Step 2					77,353.72	6,446.14	37.19	3,223.07
Step 3					81,221.29	6,768.44	39.05	3,384.22
Step 4					85,281.49	7,106.79	41.00	3,553.40
Step 5					89,547.54	7,462.30	43.05	3,731.15
Administrative Analyst	NE	1	M282	MM109				
Step 1					56,822.56	4,735.21	27.32	2,367.61
Step 2					59,663.52	4,971.96	28.68	2,485.98
Step 3					62,646.71	5,220.56	30.12	2,610.28
Step 4					65,779.08	5,481.59	31.62	2,740.79
Step 5					69,068.11	5,755.68	33.21	2,877.84
Senior Heavy Equipment Mechanic	NE	1	G315	G141				
Step 1					60,280.15	5,023.35	28.98	2,511.67
Step 2					63,294.22	5,274.52	30.43	2,637.26
Step 3					66,458.94	5,538.24	31.95	2,769.12
Step 4					69,781.79	5,815.15	33.55	2,907.57
Step 5					73,276.55	6,106.38	35.23	3,053.19
Traffic Signal Technician	NE	1	G314	G141				
Step 1					60,280.15	5,023.35	28.98	2,511.67
Step 2					63,294.22	5,274.52	30.43	2,637.26
Step 3					66,458.94	5,538.24	31.95	2,769.12
Step 4					69,781.79	5,815.15	33.55	2,907.57
Step 5					73,276.55	6,106.38	35.23	3,053.19

City of El Monte Classification and Compensation Plan - Full Time Classifications
Effective July 1, 2020 - Amended September 15, 2020

Reflect staffing level changes (FTE decreases/increases) consistent with the Citywide Budget for FY2021 approved 8/28/2020; reflect prior reductions to the salary for City Manager consistent with applicable Side Letter Agreements; transfer 1 PT Program Coordinator to Public Works and convert to FT Office Assistant to comply with nepotism prohibition in Municipal Code Section 2.72.080(I). *Total FTEs = 299*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Irrigation Senior Specialist	NE	0	G389	G140				
Step 1					59,798.26	4,983.19	28.75	2,491.59
Step 2					62,788.27	5,232.36	30.19	2,616.18
Step 3					65,927.85	5,493.99	31.70	2,746.99
Step 4					69,224.37	5,768.70	33.28	2,884.35
Step 5					72,692.53	6,057.71	34.95	3,028.86
Aquatics Maintenance Specialist	NE	1	G404	G133				
Step 1					55,899.28	4,658.27	26.87	2,329.14
Step 2					58,694.25	4,891.19	28.22	2,445.59
Step 3					61,629.05	5,135.75	29.63	2,567.88
Step 4					64,710.49	5,392.54	31.11	2,696.27
Step 5					67,946.59	5,662.22	32.67	2,831.11
Cement Mason	NE	0	G331	G133				
Step 1					55,899.28	4,658.27	26.87	2,329.14
Step 2					58,694.25	4,891.19	28.22	2,445.59
Step 3					61,629.05	5,135.75	29.63	2,567.88
Step 4					64,710.49	5,392.54	31.11	2,696.27
Step 5					67,946.59	5,662.22	32.67	2,831.11
Heavy Equipment Mechanic	NE	1	G334	G133				
Step 1					55,899.28	4,658.27	26.87	2,329.14
Step 2					58,694.25	4,891.19	28.22	2,445.59
Step 3					61,629.05	5,135.75	29.63	2,567.88
Step 4					64,710.49	5,392.54	31.11	2,696.27
Step 5					67,946.59	5,662.22	32.67	2,831.11
Plumber	NE	0	G328	G133				
Step 1					55,899.28	4,658.27	26.87	2,329.14
Step 2					58,694.25	4,891.19	28.22	2,445.59
Step 3					61,629.05	5,135.75	29.63	2,567.88
Step 4					64,710.49	5,392.54	31.11	2,696.27
Step 5					67,946.59	5,662.22	32.67	2,831.11
Electrician's Helper	NE	1	G335	G130				
Step 1					54,701.96	4,558.50	26.30	2,279.25
Step 2					57,437.05	4,786.42	27.61	2,393.21
Step 3					60,308.76	5,025.73	28.99	2,512.86
Step 4					63,324.30	5,277.02	30.44	2,638.51
Step 5					66,500.91	5,541.74	31.97	2,770.87
Maintenance Lead Worker	NE	6	G336	G129-1				
Step 1					53,840.30	4,486.69	25.88	2,243.35
Step 2					56,532.35	4,711.03	27.18	2,355.51
Step 3					59,358.88	4,946.57	28.54	2,473.29
Step 4					62,326.96	5,193.91	29.96	2,596.96
Step 5					65,434.87	5,452.91	31.46	2,726.45

City of El Monte Classification and Compensation Plan - Full Time Classifications
Effective July 1, 2020 - Amended September 15, 2020

Reflect staffing level changes (FTE decreases/increases) consistent with the Citywide Budget for FY2021 approved 8/28/2020; reflect prior reductions to the salary for City Manager consistent with applicable Side Letter Agreements; transfer 1 PT Program Coordinator to Public Works and convert to FT Office Assistant to comply with nepotism prohibition in Municipal Code Section 2.72.080(I). *Total FTEs = 299*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Graffiti Abatement Coordinator	NE	1	G359	G114				
Step 1					46,290.70	3,857.56	22.26	1,928.78
Step 2					48,605.39	4,050.45	23.37	2,025.22
Step 3					51,035.43	4,252.95	24.54	2,126.48
Step 4					53,587.26	4,465.60	25.76	2,232.80
Step 5					56,279.04	4,689.92	27.06	2,344.96
Maintenance Worker	NE	19	G356	G114				
Step 1					46,290.70	3,857.56	22.26	1,928.78
Step 2					48,605.39	4,050.45	23.37	2,025.22
Step 3					51,035.43	4,252.95	24.54	2,126.48
Step 4					53,587.26	4,465.60	25.76	2,232.80
Step 5					56,279.04	4,689.92	27.06	2,344.96
Transportation Division								
Transportation Operations Manager	E	1	M256	MM160				
Step 1					92,466.97	7,705.58	44.46	3,852.79
Step 2					97,090.33	8,090.86	46.68	4,045.43
Step 3					101,944.82	8,495.40	49.01	4,247.70
Step 4					107,042.05	8,920.17	51.46	4,460.09
Step 5					112,381.37	9,365.11	54.03	4,682.56
Transportation Senior Program Specialist	NE	1	M275	MM140				
Step 1					75,579.74	6,298.31	36.34	3,149.16
Step 2					79,358.82	6,613.24	38.15	3,306.62
Step 3					83,326.78	6,943.90	40.06	3,471.95
Step 4					87,493.12	7,291.09	42.06	3,645.55
Step 5					91,872.12	7,656.01	44.17	3,828.01
Transportation Coordinator	NE	3	G320	G135				
Step 1					56,760.89	4,730.07	27.29	2,365.04
Step 2					59,598.97	4,966.58	28.65	2,483.29
Step 3					62,578.90	5,214.91	30.09	2,607.45
Step 4					65,707.78	5,475.65	31.59	2,737.82
Step 5					68,983.39	5,748.62	33.17	2,874.31
Senior Transportation Driver	NE	2	G413	G128				
Step 1					53,314.64	4,442.89	25.63	2,221.44
Step 2					55,980.41	4,665.03	26.91	2,332.52
Step 3					58,779.40	4,898.28	28.26	2,449.14
Step 4					61,718.31	5,143.19	29.67	2,571.60
Step 5					64,807.00	5,400.58	31.16	2,700.29
Transportation Driver	NE	2	G407	G120				
Step 1					48,568.75	4,047.40	23.35	2,023.70
Step 2					50,997.25	4,249.77	24.52	2,124.89
Step 3					53,547.03	4,462.25	25.74	2,231.13
Step 4					56,224.34	4,685.36	27.03	2,342.68
Step 5					59,038.92	4,919.91	28.38	2,459.95

City of El Monte Classification and Compensation Plan - Full Time Classifications
Effective July 1, 2020 - Amended September 15, 2020

Reflect staffing level changes (FTE decreases/increases) consistent with the Citywide Budget for FY2021 approved 8/28/2020; reflect prior reductions to the salary for City Manager consistent with applicable Side Letter Agreements; transfer 1 PT Program Coordinator to Public Works and convert to FT Office Assistant to comply with nepotism prohibition in Municipal Code Section 2.72.080(I). *Total FTEs = 299*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Administrative Clerk	NE	1	G372	G100				
Step 1					40,697.80	3,391.48	19.57	1,695.74
Step 2					42,732.85	3,561.07	20.54	1,780.54
Step 3					44,869.35	3,739.11	21.57	1,869.56
Step 4					47,112.92	3,926.08	22.65	1,963.04
Step 5					49,459.56	4,121.63	23.78	2,060.81
Utilities Division								
Utilities Manager	E	1	M264	MM197				
Step 1					130,329.56	10,860.80	62.66	5,430.40
Step 2					136,846.00	11,403.83	65.79	5,701.92
Step 3					143,688.21	11,974.02	69.08	5,987.01
Step 4					150,872.62	12,572.72	72.53	6,286.36
Step 5					158,350.45	13,195.87	76.13	6,597.94
Water Systems Supervisor	NE	1	M248	MM160				
Step 1					92,466.97	7,705.58	44.46	3,852.79
Step 2					97,090.33	8,090.86	46.68	4,045.43
Step 3					101,944.82	8,495.40	49.01	4,247.70
Step 4					107,042.05	8,920.17	51.46	4,460.09
Step 5					112,381.37	9,365.11	54.03	4,682.56
Associate Civil Engineer	E	0	M280	MM140				
Step 1					75,579.74	6,298.31	36.34	3,149.16
Step 2					79,358.82	6,613.24	38.15	3,306.62
Step 3					83,326.78	6,943.90	40.06	3,471.95
Step 4					87,493.12	7,291.09	42.06	3,645.55
Step 5					91,872.12	7,656.01	44.17	3,828.01
GIS Analyst	E	1	M285	MM129				
Step 1					68,188.44	5,682.37	32.78	2,841.19
Step 2					71,597.84	5,966.49	34.42	2,983.24
Step 3					75,531.54	6,294.29	36.31	3,147.15
Step 4					79,308.09	6,609.01	38.13	3,304.50
Step 5					82,874.64	6,906.22	39.84	3,453.11
Administrative Analyst	NE	1	M282	MM109				
Step 1					56,822.56	4,735.21	27.32	2,367.61
Step 2					59,663.52	4,971.96	28.68	2,485.98
Step 3					62,646.71	5,220.56	30.12	2,610.28
Step 4					65,779.08	5,481.59	31.62	2,740.79
Step 5					69,068.11	5,755.68	33.21	2,877.84
Senior Shift Operator	NE	1	G388	G146				
Step 1					63,156.94	5,263.08	30.36	2,631.54
Step 2					66,314.71	5,526.23	31.88	2,763.11
Step 3					69,630.47	5,802.54	33.48	2,901.27
Step 4					73,112.00	6,092.67	35.15	3,046.33
Step 5					76,752.06	6,396.00	36.90	3,198.00

City of El Monte Classification and Compensation Plan - Full Time Classifications
Effective July 1, 2020 - Amended September 15, 2020

Reflect staffing level changes (FTE decreases/increases) consistent with the Citywide Budget for FY2021 approved 8/28/2020; reflect prior reductions to the salary for City Manager consistent with applicable Side Letter Agreements; transfer 1 PT Program Coordinator to Public Works and convert to FT Office Assistant to comply with nepotism prohibition in Municipal Code Section 2.72.080(I). *Total FTEs = 299*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Wastewater Collection Systems Lead	NE	1	G380	G142				
Step 1					60,601.37	5,050.11	29.14	2,525.06
Step 2					63,631.61	5,302.63	30.59	2,651.32
Step 3					66,813.04	5,567.75	32.12	2,783.88
Step 4					70,153.67	5,846.14	33.73	2,923.07
Step 5					73,670.89	6,139.24	35.42	3,069.62
Shift Operator	NE	3	G318	G136				
Step 1					57,301.24	4,775.10	27.55	2,387.55
Step 2					60,166.26	5,013.86	28.93	2,506.93
Step 3					63,174.58	5,264.55	30.37	2,632.27
Step 4					66,333.29	5,527.77	31.89	2,763.89
Step 5					69,640.50	5,803.37	33.48	2,901.69
Collections Worker II *(Collections Worker I/II is flexibly staffed)*	NE	2	G379	G129-1				
Step 1					53,840.30	4,486.69	25.88	2,243.35
Step 2					56,532.35	4,711.03	27.18	2,355.51
Step 3					59,358.88	4,946.57	28.54	2,473.29
Step 4					62,326.96	5,193.91	29.96	2,596.96
Step 5					65,434.87	5,452.91	31.46	2,726.45
Water Meter Reader	NE	1	G354	G117				
Step 1					47,459.00	3,954.92	22.82	1,977.46
Step 2					49,831.97	4,152.66	23.96	2,076.33
Step 3					52,323.51	4,360.29	25.16	2,180.15
Step 4					54,939.77	4,578.31	26.41	2,289.16
Step 5					57,695.44	4,807.95	27.74	2,403.98
Collections Worker I *(Collections Worker I/II is flexibly staffed)*	NE	3	G378	G117				
Step 1					47,459.00	3,954.92	22.82	1,977.46
Step 2					49,831.97	4,152.66	23.96	2,076.33
Step 3					52,323.51	4,360.29	25.16	2,180.15
Step 4					54,939.77	4,578.31	26.41	2,289.16
Step 5					57,695.44	4,807.95	27.74	2,403.98
Office Assistant	NE	1	G402	G075				
Step 1					32,470.95	2,705.91	15.61	1,352.96
Step 2					34,094.50	2,841.21	16.39	1,420.60
Step 3					35,799.27	2,983.27	17.21	1,491.64
Step 4					37,589.15	3,132.43	18.07	1,566.21
Step 5					39,468.59	3,289.05	18.98	1,644.52

EXHIBIT "B"
CLASSIFICATION AND COMPENSATION PLAN – PART TIME CLASSIFICATIONS

City of El Monte Classification and Compensation Plan - Part Time Classifications
Effective July 1, 2020 - Amended September 15, 2020

Establish new RETIRED ANNUITANT positions in the Finance, Police, and Public Works & Utilities Departments; effective 9/16/2020, transfer 1 PT Program Coordinator to Public Works and convert to FT Office Assistant to comply with nepotism prohibition in Municipal Code Section 2.72.080(I). *Total FTEs = 236*

Department/Division	FTE 0.25	FTE 0.50	FTE 0.75	Seasonal	Retired Annuitant	Position No.	Pay Grade	Hourly Rate
CITY CLERK'S OFFICE (0)								
CITY MANAGER'S OFFICE (2)								
Graphic Artist - P/T			2			T851	PT1625	16.25
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT (4)								
Housing Division								
Administrative Assistant - P/T						T864	PT1653	16.53
Neighborhood Services Division								
Animal Control Officer - P/T			2			T869	PT1987	19.87
Code Enforcement Officer - P/T						T755	PT1987	19.87
Planning Division								
Planning Technician - P/T						T874	PT1500-S	
Step 1								15.00
Step 2			2					15.75
Step 3								16.54
FINANCE DEPARTMENT (2)								
Accounting Division								
Police Officer/Bonus Assignment - RETIRED ANNUITANT					1	T904	PT5432	54.32
Treasury Division								
Office Assistant - P/T			1			T728	PT1400	14.00
HUMAN RESOURCES/RISK MANAGEMENT DEPARTMENT (0)								
Office Assistant - P/T						T728	PT1400	14.00
PARKS, RECREATION & COMMUNITY SERVICES DEPARTMENT (173)								
Administration								
Program Coordinator - P/T						T870	PT-1900-S	
Step 1								19.00
Step 2								19.95
Step 3								20.95
Step 4								21.99
Step 5								23.09
Graphic Artist - P/T						T851	PT1625	16.25
Program Specialist - P/T		1	2			T784	PT1500	15.00
Museum Curator - P/T						T877	PT1325	13.25
Recreation Leader - P/T			2	2		T881	PT1325	13.25

City of El Monte Classification and Compensation Plan - Part Time Classifications
Effective July 1, 2020 - Amended September 15, 2020

Establish new RETIRED ANNUITANT positions in the Finance, Police, and Public Works & Utilities Departments; effective 9/16/2020, transfer 1 PT Program Coordinator to Public Works and convert to FT Office Assistant to comply with nepotism prohibition in Municipal Code Section 2.72.080(I). *Total FTEs = 236*

Department/Division	FTE 0.25	FTE 0.50	FTE 0.75	Seasonal	Retired Annuitant	Position No.	Pay Grade	Hourly Rate
Aquatics Division								
Program Coordinator - P/T						T870	PT1900-S	
Step 1			1					19.00
Step 2								19.95
Step 3								20.95
Step 4								21.99
Step 5								23.09
Pool Manager - P/T						T717	PT1664-S	
Step 1	1		1					16.64
Step 2								17.47
Step 3								18.35
Senior Instructor Guard - P/T *(1 of 3 FTEs 0.75 subject to anticipated grant funding)*			3	1		T774	PT1500	15.00
Assistant Swim Team Coach - P/T						T860	PT1400	14.00
Instructor Guard - P/T	5	5		4		T709	PT1400	14.00
Lifeguard - P/T *(2 of 6 FTEs 0.50 subject to anticipated grant funding)*	3	6		7		T710	PT1325	13.25
Recreation Leader - P/T	2			6		T881	PT1325	13.25
Lifeguard Trainee - P/T *(All FTEs subject to anticipated grant funding)*	40					T882	PT1300	13.00
Community Wellness & Senior Services Division								
Social Worker - P/T			1			T777	PT1965	19.65
Program Coordinator - P/T						T870	PT1900-S	
Step 1								19.00
Step 2								19.95
Step 3								20.95
Step 4								21.99
Step 5								23.09
Senior Nutrition Site Manager - P/T						T712	PT1705	17.05
Program Specialist - P/T			6			T784	PT1500	15.00
Recreation Leader - P/T			2	1		T881	PT1325	13.25

City of El Monte Classification and Compensation Plan - Part Time Classifications
Effective July 1, 2020 - Amended September 15, 2020

Establish new RETIRED ANNUITANT positions in the Finance, Police, and Public Works & Utilities Departments; effective 9/16/2020, transfer 1 PT Program Coordinator to Public Works and convert to FT Office Assistant to comply with nepotism prohibition in Municipal Code Section 2.72.080(I). *Total FTEs = 236*

Department/Division	FTE 0.25	FTE 0.50	FTE 0.75	Seasonal	Retired Annuitant	Position No.	Pay Grade	Hourly Rate
Facilities, Special Programs and Events Division								
Program Coordinator - P/T						T870	PT1900-S	
Step 1			3					19.00
Step 2								19.95
Step 3								20.95
Step 4								21.99
Step 5								23.09
Program Specialist - P/T		3	3			T784	PT1500	15.00
Recreation Leader - P/T		1	2	2		T720	PT1325	13.25
Recreation Division								
Program Coordinator - P/T						T870	PT1900-S	
Step 1	1		3					19.00
Step 2								19.95
Step 3								20.95
Step 4								21.99
Step 5								23.09
Program Specialist - P/T *(2 of 6 FTEs 0.75 subject to anticipated grant funding)*	1		6			T784	PT1500	15.00
Recreation Leader - P/T	4	4	19	4		T881	PT1325	13.25
Recreation Leader Trainee - P/T *(All FTEs subject to anticipated grant funding)*			15			T883	PT1300	13.00
POLICE DEPARTMENT (14)								
Police Officer/Bonus Assignment - RETIRED ANNUITANT					2	T905	PT4806	48.06
Background Investigator - P/T	1					T761	PT2500	25.00
Police Pilot - P/T	1					T866	PT2500	25.00
Police Dispatcher - P/T						T738	PT2500	25.00
Tactical Flight Officer - P/T						T865	PT2500	25.00
Police Records Technician - P/T						T855	PT1800	18.00
Administrative Assistant - P/T						T864	PT1653	16.53
Reserve Officer/Investigator - P/T		2				T800	PT1342	13.42
Police Cadet - P/T			6			T737	PT1300	13.00
Reserve *Police* Officer - P/T	2					T746	PT1300	13.00

City of El Monte Classification and Compensation Plan - Part Time Classifications
Effective July 1, 2020 - Amended September 15, 2020

Establish new RETIRED ANNUITANT positions in the Finance, Police, and Public Works & Utilities Departments; effective 9/16/2020, transfer 1 PT Program Coordinator to Public Works and convert to FT Office Assistant to comply with nepotism prohibition in Municipal Code Section 2.72.080(I). *Total FTEs = 236*

Department/Division	FTE 0.25	FTE 0.50	FTE 0.75	Seasonal	Retired Annuitant	Position No.	Pay Grade	Hourly Rate
PUBLIC WORKS & UTILITIES DEPARTMENT (41)								
Administration								
Administrative Assistant - P/T						T864	PT1653	16.53
Beautification Project Leader - P/T						T740	PT1653	16.53
Engineering Division								
Office Assistant - P/T			2			T728	PT1400	14.00
Maintenance Division								
Administrative Assistant - P/T			1			T864	PT1653	16.53
Office Assistant - P/T			2			T728	PT1400	14.00
Maintenance Worker - P/T			21			T853	PT1300	13.00
Transportation Division								
Transportation Sr. Program Specialist - RETIRED ANNUITANT					1	T902	PT4207	42.07
Transportation Driver - P/T	1	2	2	1		T729	PT2000	20.00
Administrative Assistant - P/T			1			T864	PT1653	16.53
Office Assistant - P/T			3			T728	PT1400	14.00
Transit Safety Ambassador - P/T			3			T722	PT1300	13.00
Utilities Division								
Water Systems Supervisor - RETIRED ANNUITANT					1	T906	PT5403	54.03

EXHIBIT "C"
CLASSIFICATION AND COMPENSATION PLAN – INTERN CLASSIFICATIONS

City of El Monte Classification and Compensation Plan - Intern Classifications
Effective July 1, 2020 - Amended September 15, 2020

No changes. *Total positions = 3*

Department/Division	Total Positions	Position No.	Pay Grade	Hourly Rate
CITY CLERK'S OFFICE				
CITY MANAGER'S OFFICE				
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT				
Housing Division				
Housing Intern	1	I100	UNPAID	N/A
Planning Division				
Planning Intern	2	I101	UNPAID	N/A
FINANCE DEPARTMENT				
HUMAN RESOURCES/RISK MANAGEMENT DEPARTMENT				
PARKS, RECREATION & COMMUNITY SERVICES DEPARTMENT				
POLICE DEPARTMENT				
PUBLIC WORKS & UTILITIES DEPARTMENT				

EXHIBIT C